

<p>Municipal Building 625 52nd Street – Room 202</p>	<p><i>Kenosha City Plan Commission</i> <i>Agenda</i></p>	<p>Thursday, March 20, 2014 5:00 p.m.</p>
<p><i>Mayor Keith Bosman - Chairman, Alderperson Kevin Mathewson - Vice-Chairman Alderperson Anthony Kennedy, Alderperson Jan Michalski, Kathryn Comstock, Anita Faraone, Robert Hayden, Anderson Lattimore, Jessica Olson and Ron Stevens</i></p>		

Call to Order and Roll Call

Approval of Minutes from February 20, 2014

1. Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #4) PUBLIC HEARING
2. Conditional Use Permit for a 40,613 s.f. airport service hangar to be located at the Kenosha Regional Airport at 9900 52nd Street. (Stein's) (District #16) PUBLIC HEARING
3. Conditional Use Permit Amendment for a 70-unit apartment complex to be located at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING
4. Developers Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING (Also referred to Public Works Committee) PUBLIC HEARING
5. By the Mayor - To Approve a four-lot Certified Survey Map to be located at 3803 and 3809 7th Avenue. (Estes) (District #1) PUBLIC HEARING
6. Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING

Public Comments

Commissioner Comments

Staff Comments

Adjournment

CITY PLAN COMMISSION
Minutes
February 20, 2014

MEMBERS PRESENT: Mayor Bosman, Alderperson Kennedy, Alderperson Michalski, Kathryn Comstock, Anita Faraone, Robert Hayden and Anderson Lattimore

MEMBERS EXCUSED: Alderperson Mathewson, Jessica Olson and Ron Stevens

STAFF PRESENT: Jeffrey B. Labahn, Rich Schroeder

Others Present: Cathy Austin, Public Works

The meeting was called to order at 5:00 p.m. by Mayor Bosman and roll call was taken.

A motion was made by Ms. Faraone and seconded by Alderperson Michalski to approve the minutes of the January 23rd and February 6, 2014 meetings. The motion passed. (Ayes 7, Noes 0)

1. Conditional Use Permit for a 3,855 s.f. addition to Gateway Technical College - Student Life Center at 3520 30th Avenue. (Gateway Technical College) (District #6) PUBLIC HEARING

Public hearing opened.

Jeff Bridleman, Partners In Design Architects, 600 52nd Street, was available for questions.

Public hearing closed.

Rich Schroeder, Deputy Director, said Phase I is an addition to the existing building.

A motion was made by Ms. Faraone and seconded by Mr. Hayden to approve the Conditional Use Permit.

Alderperson Michalski asked how much of the facade will be impacted with the addition. Mr. Bridleman said about 40 feet of the entry way will be pulled forward so the area will be doubled in size.

Mr. Lattimore asked if any Traffic Impact Analysis has been done. Mr. Bridleman said that will be done in Phase II. Mr. Schroeder added that the drive will be re-aligned with the centerline of 35th Street.

The motion passed. (Ayes 7, Noes 0)

2. Request to extend the Conditional Use Permit for a 1,949 s.f. restaurant with a drive-thru to be located at 8040 Sheridan Road. (Taco Bell) (District #12) PUBLIC HEARING

Public hearing opened.

Greg Lautzenheiser, L & A Architects, 2430 Rochester Court, Troy, MI was available for questions. They are asking for the extension to obtain permits because the property is now in foreclosure and the process has been delayed.

Public hearing closed.

Aldersperson Kennedy asked if the soil issues cannot be worked out, what is your "Plan B"? Mr. Lautzenheiser said they are pretty confident they will be able to work things out. Aldersperson Kennedy asked why the seller is in foreclosure if they are selling the property. Mr. Lautzenheiser said there are some soil contamination issues that are expensive.

A motion was made by Ms. Faraone and seconded by Aldersperson Michalski to approve the Conditional Use Permit extension. The motion passed. (Ayes 7, Noes 0)

3. Petition to Rezone properties at 11222, 11310, 11400 and 11410 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in conformance with Section 10.02 of the Zoning Ordinance. (KTR WIS III, LLC) (District #16) PUBLIC HEARING

Public hearing opened, no comments, public hearing closed.

Mr. Lattimore asked if there is a time limit to raze the buildings. Mr. Schroeder said one property still has a tenant, but the buildings will probably be razed this spring to allow for sewer and water to be installed in the area.

A motion was made by Ms. Faraone and seconded by Mr. Lattimore to approve the Rezoning. The motion passed. (Ayes 7, Noes 0)

4. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of various parcels [Parcel 80-4-222-301-0300, #80-4-222-302-0110, #80-4-222-302-0120 and #80-4-222-302-0130 located at 11222, 11310, 11400 and 11410 38th Street] in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (KTR WIS III, LLC) (District #16) PUBLIC HEARING

Public hearing opened, no comments, public hearing closed.

A motion was made by Ms. Faraone and seconded by Mr. Lattimore to approve the Official Map Amendment. The motion passed. (Ayes 7, Noes 0)

5. Approval of an Easement with WE Energies through Red Arrow Park for providing service to 1803 83rd Street. (First Presbyterian Church of Kenosha) (District #12) PUBLIC HEARING (Also referred to Parks Commission) PUBLIC HEARING

Public hearing opened.

Lydia Spottswood, 6903 Second Avenue, representing the First Presbyterian Church was available for questions.

Cathy Austin, Assistant City Engineer, was available for questions. Ms. Austin said Staff is working with the church and WE Energies on this project.

Public hearing closed.

A motion was made by Ms. Faraone and seconded by Mr. Lattimore to approve the Easement. The motion passed. (Ayes 7, Noes 0)

Public Comments

No public comments

Commissioner Comments

No Commissioner comments

Staff Comments

No Staff comments.

A motion to adjourn was made by Alderperson Kennedy and seconded by Alderperson Michalski. The motion passed. (Ayes 7, Noes 0) The meeting adjourned at 5:18 p.m.

Minutes Prepared by: Kay Schueffner, Department of Community Development & Inspections

Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street. (Sun Pointe Village) (District #4) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: East of 30th Avenue, north and south of 21st Street
Zoned: RM-2 Multiple-Family Residential/SWO Shoreland Wetland Overlay

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Ruffolo, has been notified. The Common Council is the final review authority.

ANALYSIS:

- On December 8, 2005, the City Plan Commission approved a Conditional Use Permit for a 118-unit condominium development know as Sun Pointe Village. The Plan was for several duplex units along the west side of 27th Avenue and south of 21st Street. The plan also included several larger 9-unit and 10-unit buildings north of 21st Street. Before that approval expired, the applicant had constructed twenty-five (25) of the units.
- On January 8, 2009, the City Plan Commission approved a similar plan for the same project site. The new plan presented two (2) alternatives.
 - Alternative 1 - continue to build with mostly 9-unit and 10-unit buildings. One of the 9-unit buildings was split into separate 3-unit and 4-unit buildings, resulting in a total of ninety-one (91) units.
 - Alternative 2 - replace all of the 9-unit and 10-unit buildings with 3-unit and 4-unit buildings for a total of seventy-six (76) units. The Applicant constructed one 3-unit building within a thirty-six (36) month period.
- On November 21, 2011, the Common Council approved another Conditional Use Permit for a project with the same two (2) alternatives. Before the Conditional Use Permit expired on November 21, 2013, the applicant constructed one more 3-unit building.
- The applicant has applied for a new Conditional Use Permit to construct the remaining eighty-eight (88) multi-family units. This plan only has one alternative, which includes the construction of the 9-unit and 10-unit buildings north of 21st Street and the duplex units south of 21st Street.
- The proposed density of this plan is 7.29 units per acre.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.



Brian R. Wilke, Development Coordinator
/u2/faccl/cp/ckays/1CPC/2014/MAR20/fact-cup-sunpointe.odt



Jeffrey B. Labahn, Director

<p>City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030</p>	<p><i>Kenosha City Plan Commission Conditions of Approval</i></p>	<p>Sun Pointe Village 30th Avenue, North and South of 21st Street</p>	<p>March 20, 2014</p>
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1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Driveway, Sidewalk and Parking Lot permits from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. Applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Sun Pointe Village 30th Avenue, North and South of 21st Street	March 20, 2014
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- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
 - l. Park Impact fees shall be paid, per Chapter 35 of the Code of General Ordinances, prior to the issuance of each Building permit.
 - m. Compliance with the Kenosha Water Utility memo dated February 27, 2014.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The Fire hydrants shall comply with Fire Prevention Bureau standards.
 - b. Compliance with the Public Works memo dated February 27, 2014.

/u2/accl/cp/ckays/1CPC/2014/MAR20/conditions-sun pointe.odt



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR.
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 · 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E.
 Director of Public Works

Shelly Billingsley, P.E.
 City Engineer

[Handwritten signature of Michael M. Lemens]
 2-27-14
[Handwritten signature of Shelly Billingsley]
 CWA
 2-27-14

DATE: February 27, 2014
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Sun Pointe Village West Site Option #1
Location: 21st Street East of 30th Avenue

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width		X	
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking			
Driveway Locations	X		
Driveway Width		X	
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate		X	
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks		X	
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations			X

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments			
Approve Footing/ Foundation Only (per condition)			
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required			
Erosion Control Required	X		
State Permit Required			

Grading & Drainage Comments:

1. Provide a site phasing plan that shows which improvements are proposed with each future phase.
2. Clearly show on the drawings what improvements have been installed to this point.
3. Provide the storm sewer plan with as-built information for the storm sewers that have been previously constructed.
4. Provide a full set of engineering plans for future submittals.
5. A recorded maintenance agreement is required for the development's stormwater ponds. Contact Jeff Hansen at 653-4151 for more information.
6. Provide copies of recorded easements for storm sewer and detention ponds on the site.

Traffic Comments:

7. Parking aisle with adjacent 90° parking should have a minimum 21' driveway aisle as stated in Code of General Ordinances 5.085 Table 2.
8. The Proposed Building #2B is requesting Occupancy.
9. Driveway Width must meet Driveway requirements of Code of General Ordinance 5.085.
10. All ADA Ramps need Detectable Warning Fields and needs to be called out on plan.
11. Label angle of parking stalls and verify that meets Ordinance 5.085 Table 2.
12. All lights shall be cutoff to reduce glare for passing vehicles.
13. Supply photometrics for the lighting of the parking areas.
14. Detail for the retainment walls with heights.
15. Signage Plan shall be included.
16. Pavement Marking Details shall be included.
17. Fencing Detail shall be included.
18. Sidewalk widths and detail shall be provided.
19. Ornamental Lighting detail shall be provided.

cc: Jeff Hansen
Shelly Billingsley
Kile Kuhlmeier
Gerard Koehler

Engineering Services

4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: February 27, 2014

Subject: Sun Pointe Village New Application

Location: 21st Street and 30th Avenue

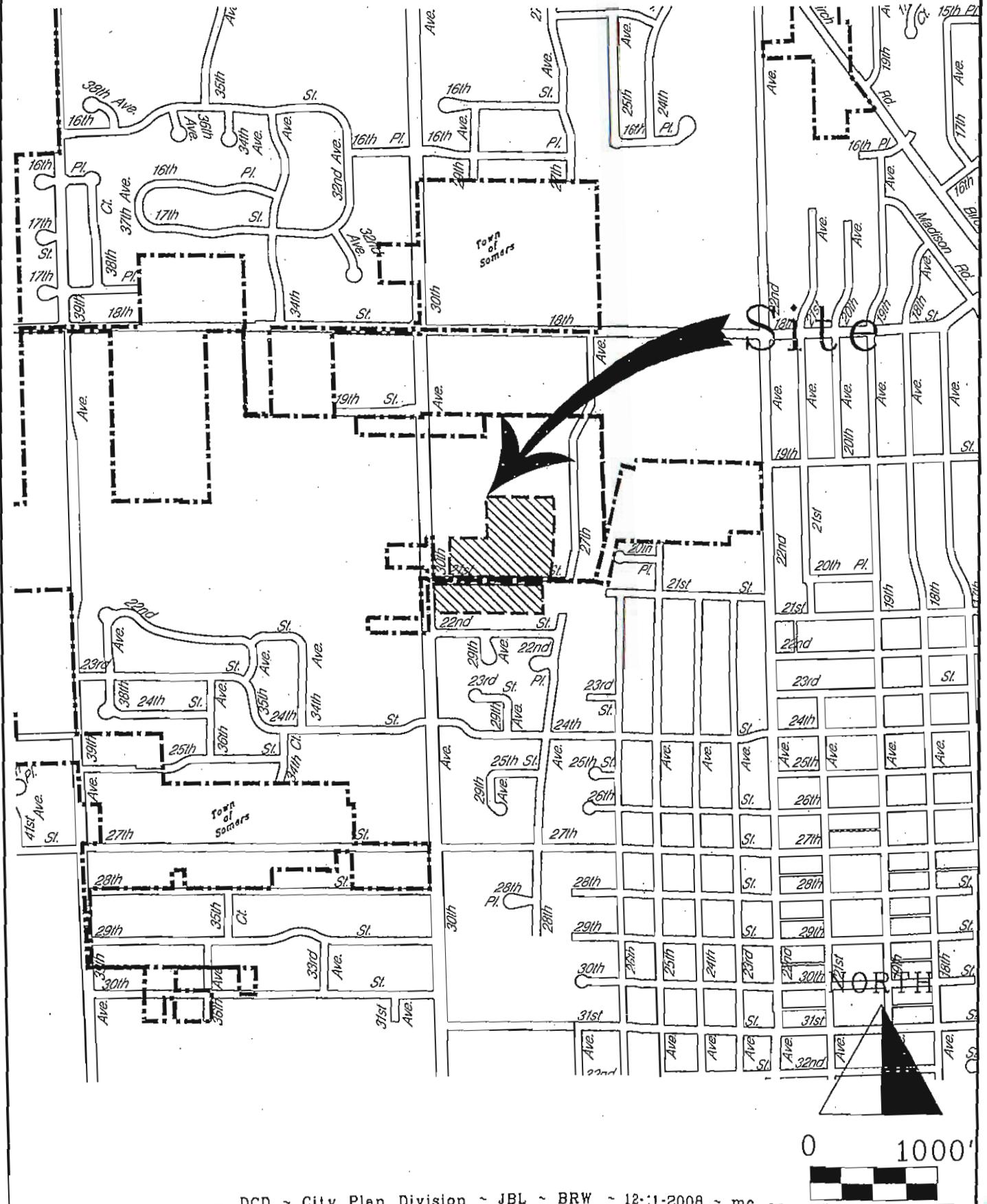
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends the project for approval subject to the following conditions:

1. The developer shall verify the metering requirements for the development. Per a telephone conversation with Mr. Josh Egerer of CMA on February 26, 2014, Buildings 7, 8 and 9 will be constructed during this phase. Building 7 has 10 units and Buildings 8 and 9 have 9 units each for a total of 28 units. According to the previous plan submittal in 2011, each unit will have an individual 5/8" meter. However, according to email correspondence received from Mr. Egerer on February 27, 2014 each building will have one 1 1/2" meter. If each unit will have an individual meter, each unit will incur a sewer connection fee of \$3,281.00 for a total sewer connection fee of \$91,868.00. However, if each building will have just one 1 1/2" meter, each building will incur a sewer connection fee of \$16,407.00 for a total sewer connection fee of \$49,221.00.
2. All previous conditions of approval still apply.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Vicinity Map Sun Pointe Village



MILLS

Enterprises, Inc.

Feb 5th, 2014

City of Kenosha
Attn: Brian Wilke—City Development
625 52nd St
Kenosha, WI 53142

RE: Sun Pointe Village Conditional Use Permit

Dear Mr. Wilke,

I am formally submitting a request to renew a Conditional Use Permit for the Sun Pointe Village Development located at 21st St and 30th Ave in Kenosha. The following plans are attached as part of this renewal:

- 1) Farris Hansen & Associates (30" x 42") 10 sets
- these plans include site plans, utility plans, landscape plans and building plans
- 2) (1) reduced size (8" x 11") drawings of the following:
 - Color Exterior Elevation Pictures
 - Site Plans
 - Landscape Plan
 - Building Floor Plans

In addition to the above plans I am also submitting the following:

- Conditional Use Permit Application
- Verification of Taxes Paid
- Check in the amount of \$1725 for C.U.P. Review

As you are aware this project is currently under construction and we had submitted all of the plans in greater detail at the time of the original CUP, which included detailed engineering and stormwater management plans. It is my understanding that City Staff has the ability to review those plans and drawings if needed as part of this approval process. However, if additional data is needed in order to complete your review please do not hesitate to contact me so I can get the necessary information to you immediately.

If you need anything additional please do not hesitate to contact me at the number listed below.

Thank You,



Jonah P. Hetland
Development Director
Mills Enterprises
262-842-0483

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Sun Pointe Village

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant [Please print]:
Mills Enterprises, LLC
4011 80th St
Kenosha, WI 53142
 Phone: 262 842 0483
 Fax: 262 942 3505
 E-Mail: Jonah@emaofwi.com

Name and Address of Architect/Engineer [Please print]:
Farris Hansen + Assoc
7 Ridgeway Ct
Elkhorn, WI 53121
 Phone: 262 723 2098
 Fax: _____
 E-Mail: _____

Name and Address of Property Owner (if other than applicant) [Please print]:

 Phone: _____
 Fax: _____
 E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number):
30th Ave and 21st St Kenosha, WI

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (Land Division)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

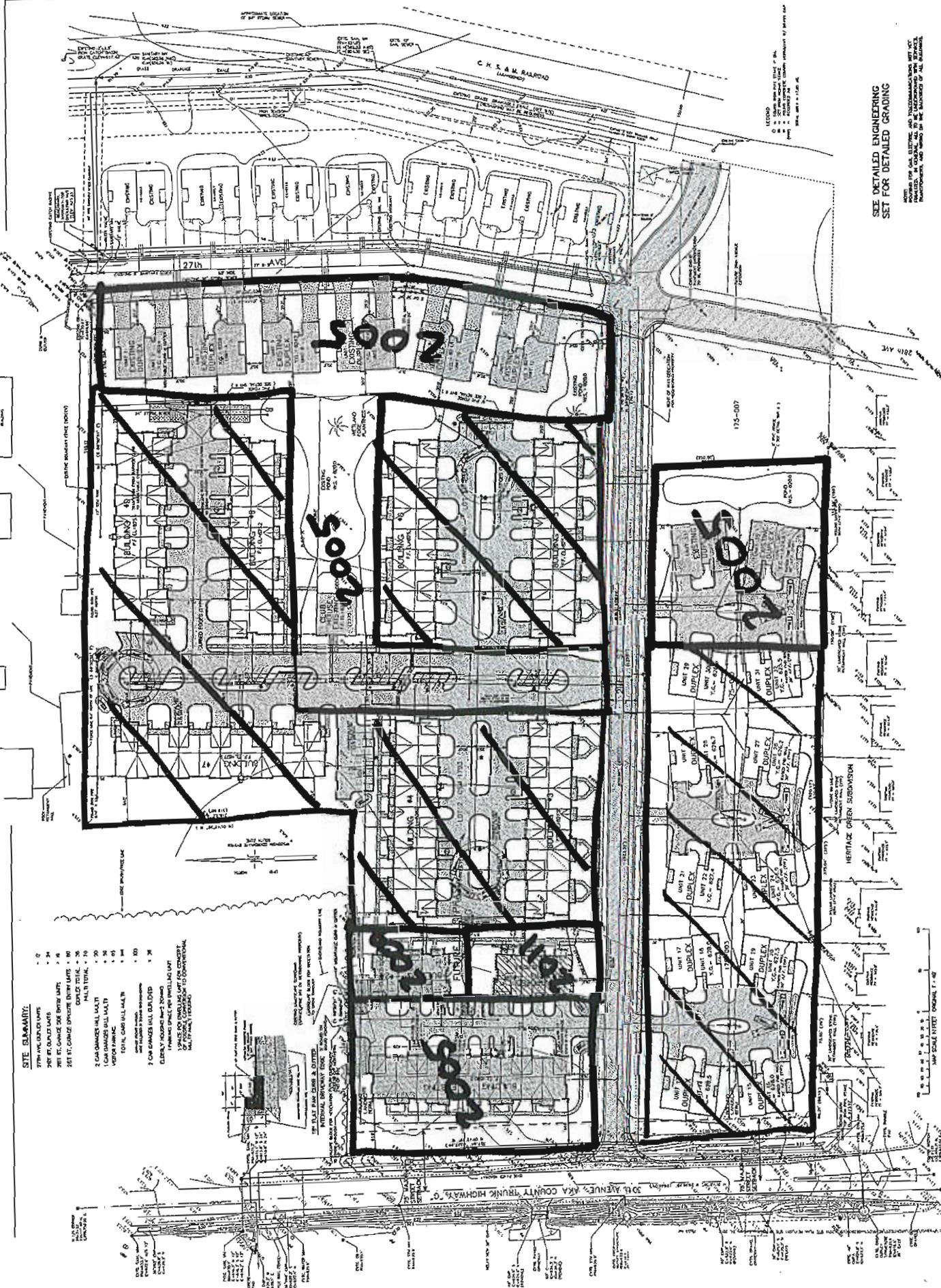
Phone: 262.653.4030
 Fax: 262.653.4045
 Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>N/A</u> Existing Building Size: <u>N/A</u> Site Size: <u>10 acres +</u> Current # of Employees <u>N/A</u> Anticipated # of New Employees <u>N/A</u> Anticipated Value of Improvements <u>\$ 3,000,000 +</u>																						
Submittal Requirements:	<ul style="list-style-type: none"> > Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale > Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 																						
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> > One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) > Sample Board containing colored samples of all exterior building materials 																						
Fees:	<table border="1"> <thead> <tr> <th></th> <th><u>Building or Addition Size</u></th> <th><u>Site size</u></th> <th><u>Review Fee</u></th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td><= 10,000 sq. ft.</td> <td><= 1 acre</td> <td>\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC</td> </tr> <tr> <td>Level 2</td> <td>10,001 - 50,000 sq. ft.</td> <td>1.01 - 10 acres</td> <td>\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC</td> </tr> <tr> <td>Level 3</td> <td>50,001 - 100,000 sq. ft.</td> <td>10.01 - 25 acres</td> <td>\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC</td> </tr> <tr> <td>Level 4</td> <td>> 100,001 sq. ft.</td> <td>> 25.01 acres</td> <td>\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC</td> </tr> </tbody> </table>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC	<ul style="list-style-type: none"> > If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. > Application fee entitles applicant to an initial review and one re-submittal. > Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. > CUP Amendment = 50% of the applicable fee as determined above. 	
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Appendices to Review:	<ul style="list-style-type: none"> > All 																						
Approximate Review Time:	<ul style="list-style-type: none"> > 30 days for Staff Review > 45-60 days for City Plan Commission/Common Council Review 																						
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:																							
Building Plan:	<ul style="list-style-type: none"> > Layout of building(s) including size and layout of rooms > Design and architecture > Plans and details on fire suppression and/or standpipe > Plans and details on fire detection, fire alarm and other safety devices 																						
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> > Legal description of property > Location and footprint of building(s) and structure(s) > Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks > Outline of any development stages > Location and details on any required emergency access roads > A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 																						
Drainage Plan	<ul style="list-style-type: none"> > Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations > Floodplain boundaries, if applicable > Soil characteristics, where applicable > Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas 																						

ALREADY CONSTRUCTED

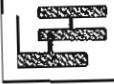
PROPOSED



SEE DETAILED ENGINEERING SET FOR DETAILED GRADING

NOTES: 1. ALL UTILITIES AND DIMENSIONS SHALL BE AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED. 2. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF ALL ALLEYS.

MAP SCALE: 1" = 40'



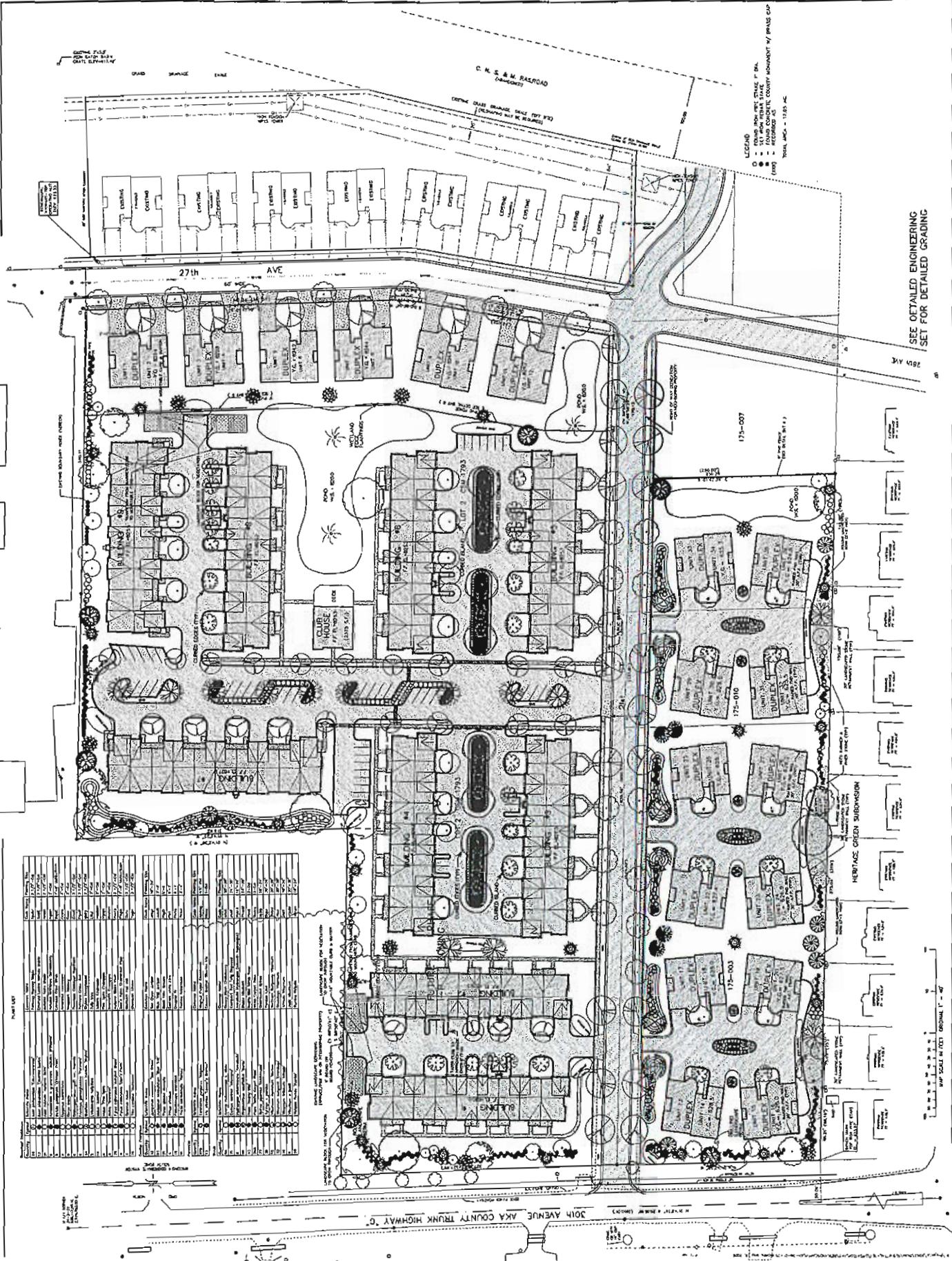
SUN POINTE VILLAGE
AND
DUPEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA CO., WISCONSIN

LANDSCAPE PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 BROADWAY COURT, #10 302 437
KENOSHA, WISCONSIN 53101
PHONE: (908) 713-2038 FAX: (908) 713-2668

NO.	DATE	DESCRIPTION
1	07/20/03	PRELIMINARY
2	08/15/03	REVISED
3	09/10/03	REVISED
4	10/15/03	REVISED
5	11/20/03	REVISED
6	12/15/03	REVISED
7	01/20/04	REVISED
8	02/15/04	REVISED
9	03/10/04	REVISED
10	04/15/04	REVISED
11	05/10/04	REVISED
12	06/15/04	REVISED
13	07/10/04	REVISED
14	08/15/04	REVISED
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98	08/15/11	REVISED
99	09/10/11	REVISED
100	10/15/11	REVISED

PROJECT NO. 6043
DATE 07/20/03
SHEET NO. 5 OF 10



SEE DETAILED ENGINEERING
SET FOR DETAILED GRADING

PLANT LIST

NO.	SYMBOL	PLANT NAME	SIZE	QUANTITY	NOTES
1	(Symbol)	PLANT NAME	SIZE	QUANTITY	NOTES
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AS SHOWN IN FOOT ORIGINAL 1" = 40'



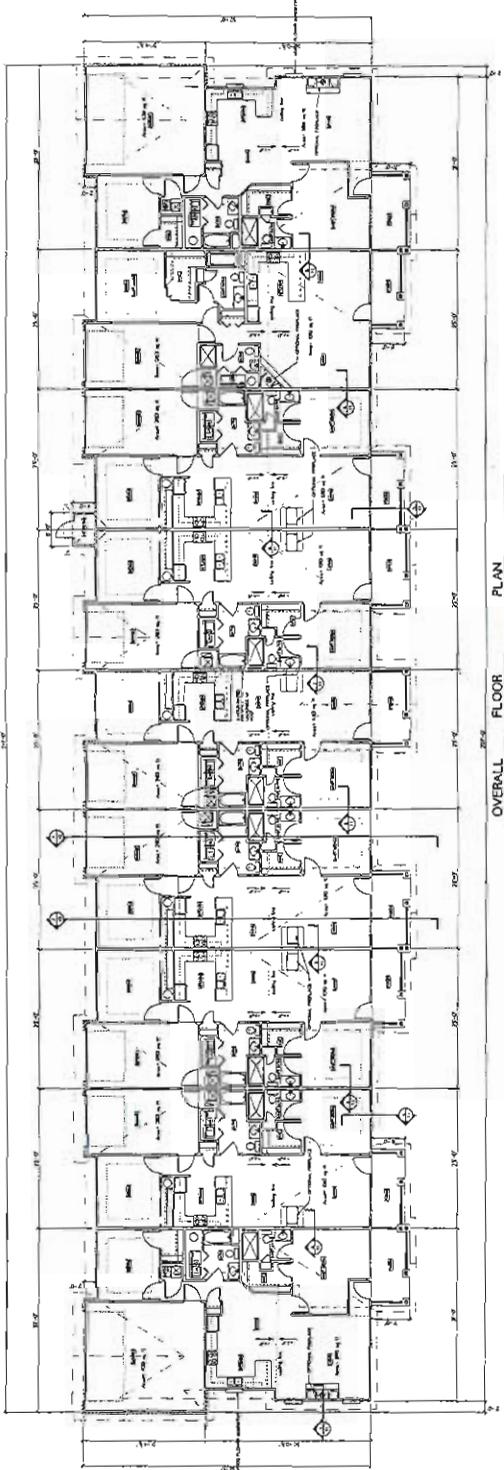
SUN POINTE VILLAGE
AND
DUPLEX CONDOMINIUMS
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

STYLE NO. 1
9 UNIT BLDG - REAR LOAD GARAGE
OVERALL FLOOR PLAN
EXTERIOR ELEVATIONS

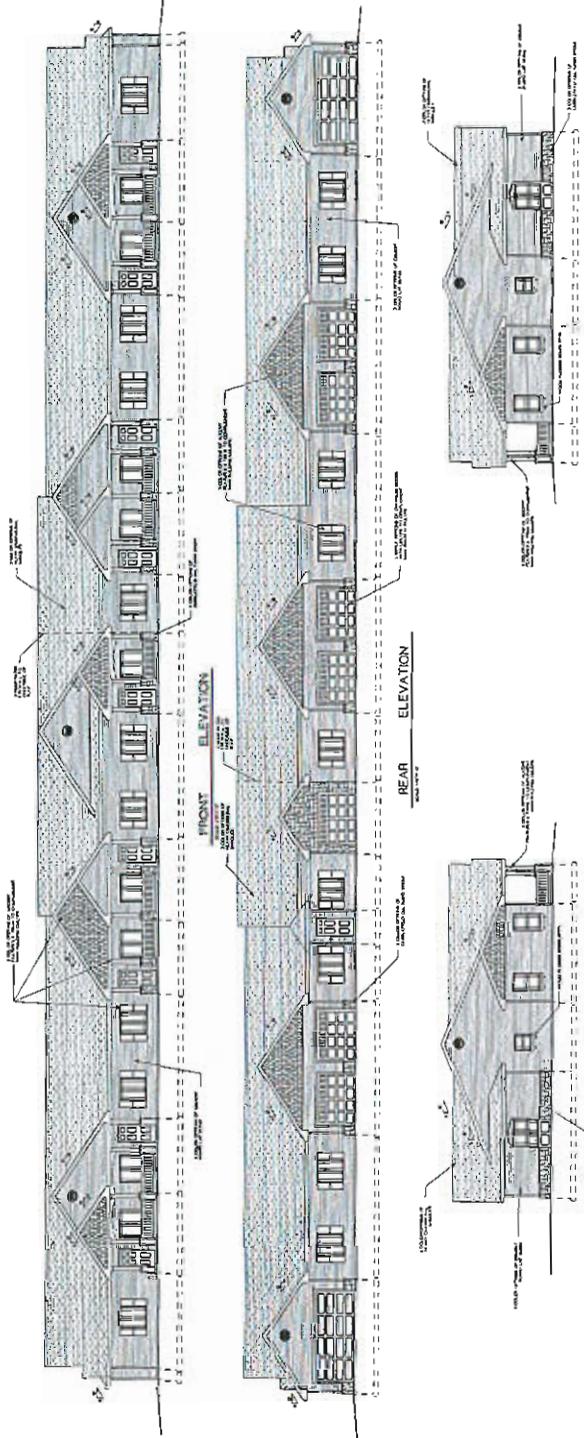
PARTRIS, HANSEN & ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, SURVEYORS
2000 W. WISCONSIN ST. SUITE 200
KENOSHA, WISCONSIN 53140
TEL: (414) 393-1000 FAX: (414) 393-1001

DATE	10/15/03
PROJECT NO.	0049
CLIENT	UNION PACIFIC
LOCATION	1000 W. WISCONSIN ST.
CITY	KENOSHA, WIS.
STATE	WI
COUNTY	KENOSHA
ZONING	RS-10
OWNER	UNION PACIFIC
DESIGNED BY	PARTRIS, HANSEN & ASSOCIATES, INC.
DRAWN BY	PARTRIS, HANSEN & ASSOCIATES, INC.
CHECKED BY	PARTRIS, HANSEN & ASSOCIATES, INC.
SCALE	AS SHOWN

PROJECT NO. 0049
DATE 10/15/03
PAGE 9 of 15



OVERALL FLOOR PLAN
BLDG #3, #6

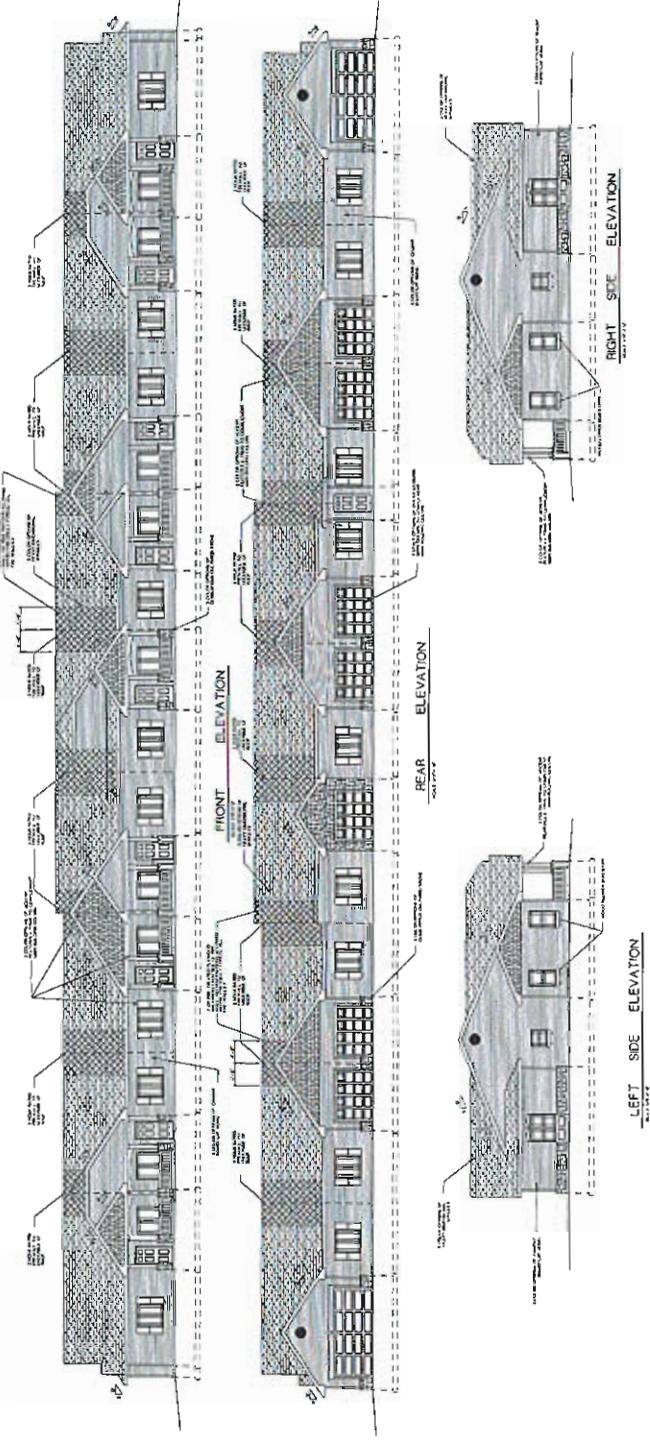
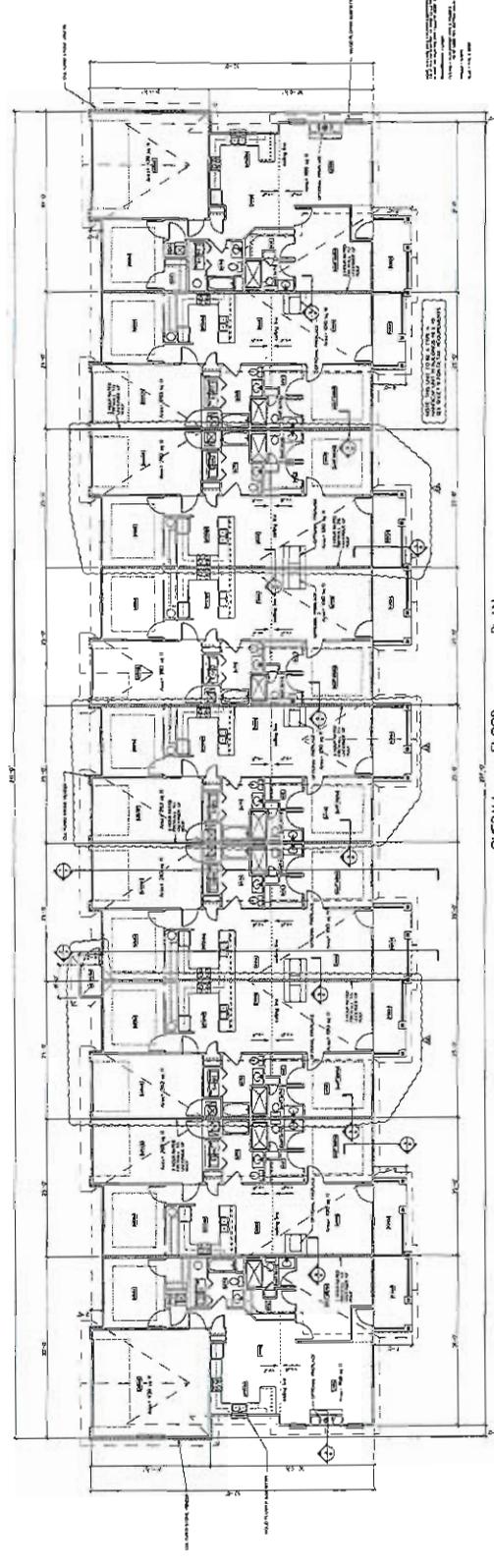


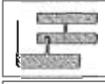
FRONT ELEVATION

REAR ELEVATION

RIGHT SIDE ELEVATION

LEFT SIDE ELEVATION





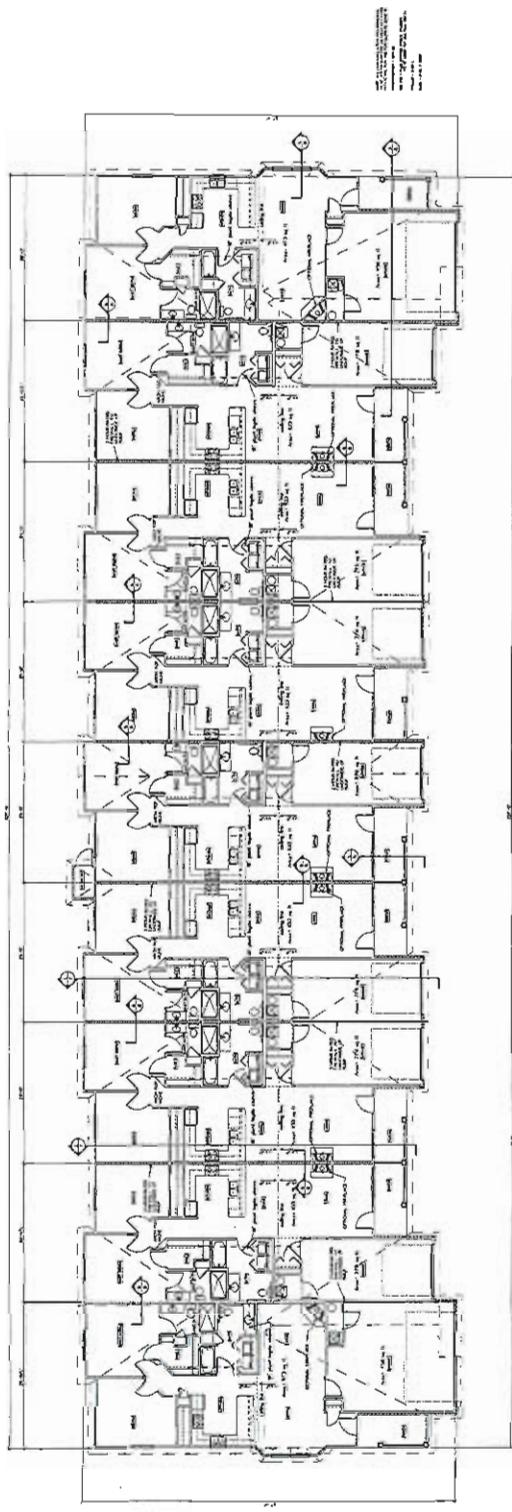
SUN PONTE VILLAGE
WEST BUILDING #9
CITY OF KENOSHA KENOSHA CO. WISCONSIN

9 UNIT BLDG - FRONT LOAD GARAGE
OVERALL FLOOR PLAN
ELEVATIONS

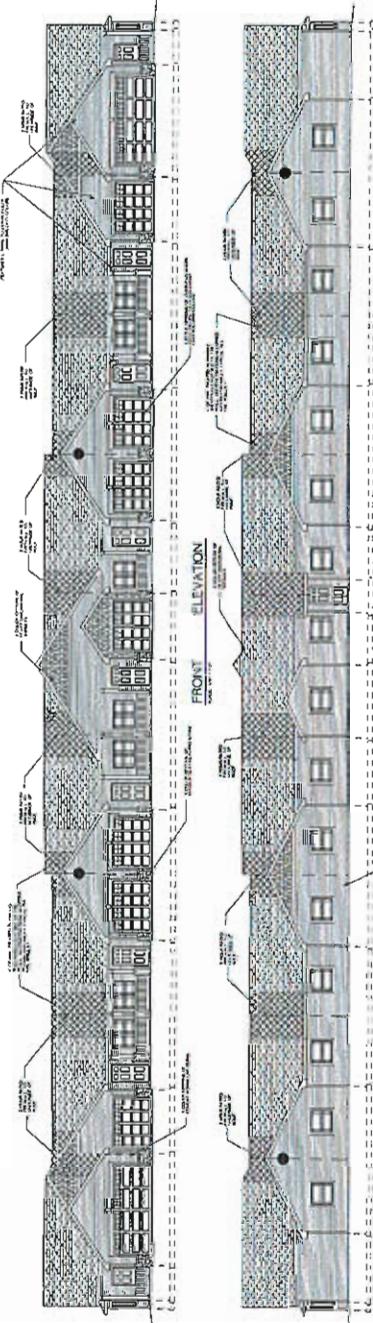
PARIS HANSEN & ASSOCIATES, INC.
2000 W. WISCONSIN ST.
KENOSHA, WISCONSIN 53140
TEL: 920-333-8888
FAX: 920-333-8888

PROJECT NO.	1000000000
DATE	08/11/2011
SCALE	AS SHOWN
DESIGNER	PARIS HANSEN & ASSOCIATES, INC.
CHECKER	PARIS HANSEN & ASSOCIATES, INC.
DATE	08/11/2011
PROJECT NO.	1000000000
DATE	08/11/2011
SCALE	AS SHOWN
DESIGNER	PARIS HANSEN & ASSOCIATES, INC.
CHECKER	PARIS HANSEN & ASSOCIATES, INC.
DATE	08/11/2011

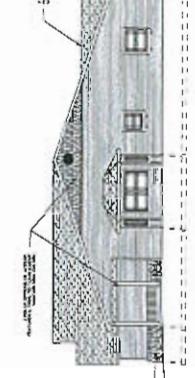
PROJECT NO.	1000000000
DATE	08/11/2011
SCALE	AS SHOWN
DESIGNER	PARIS HANSEN & ASSOCIATES, INC.
CHECKER	PARIS HANSEN & ASSOCIATES, INC.
DATE	08/11/2011



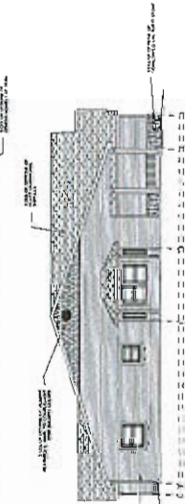
OVERALL FLOOR PLAN
BLDG #9



FRONT ELEVATION

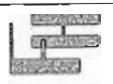


RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

REAR ELEVATION



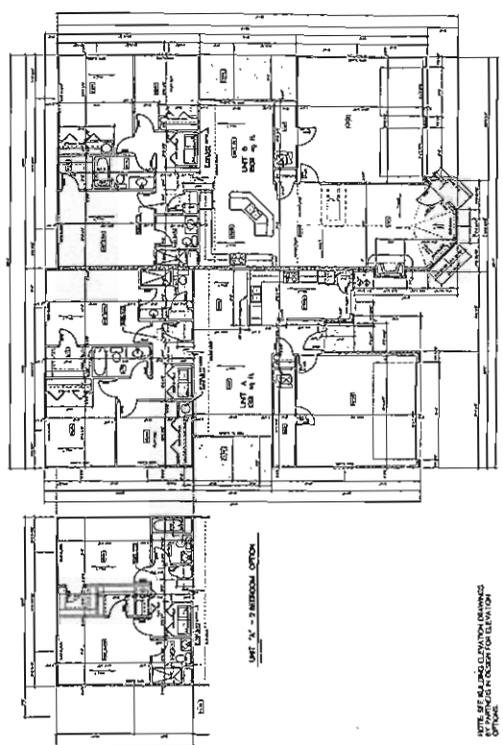
SUN
POINTE VILLAGE
AND
DUPLEX CONDOMINIUMS
CITY OF KENOSHA, WISCONSIN

DUPLEX CONDOMINIUMS

FARRIS, HANSEN & ASSOCIATES, INC.
Engineers, Architects, Surveyors
7 Riverside Drive, P.O. Box 437
Kenosha, Wisconsin 53141
Office: (262) 391-2028
Fax: (262) 391-2028

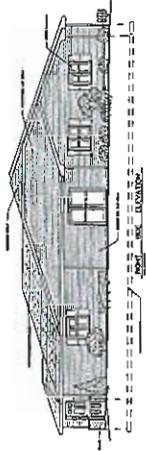
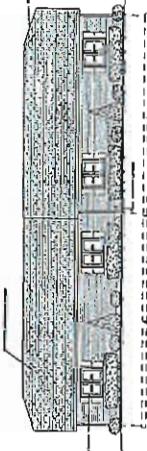
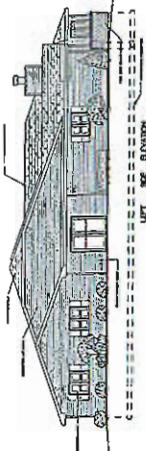
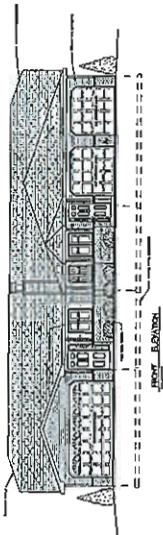
PROJECT NO.	6043
DATE	02/14/04
SCALE	AS SHOWN
BY	J.P.
CHECKED BY	J.P.
DATE	02/14/04
PROJECT	SUN POINTE VILLAGE AND DUPLEX CONDOMINIUMS
DATE	02/14/04
BY	J.P.
CHECKED BY	J.P.
DATE	02/14/04

10 OF 15

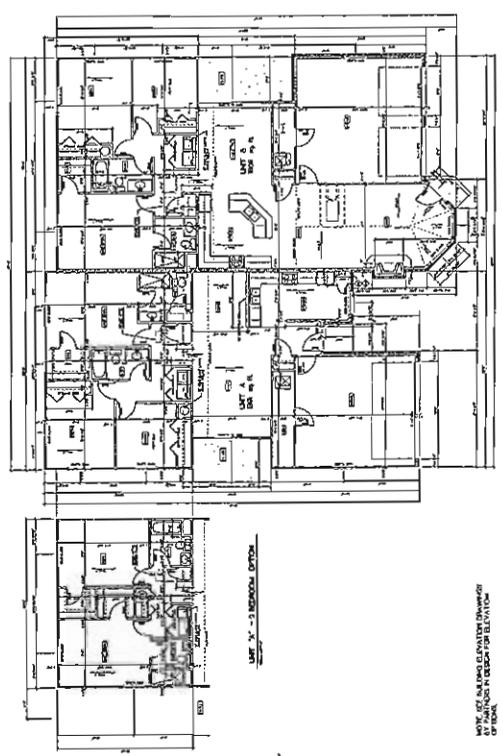


NOTE: SEE ALL JACO ELEVATION DRAWINGS
FOR FINISHES IN COLOR FOR ELEVATION

UNIT FLOOR PLAN

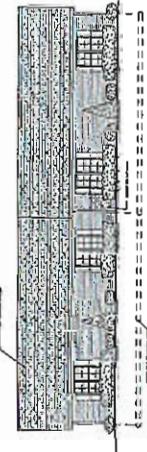
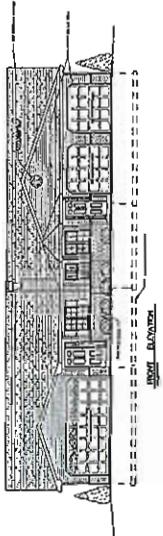


STYLE NO. 2 - DUPLEX CONDOMINIUMS



NOTE: SEE ALL JACO ELEVATION DRAWINGS
FOR FINISHES IN COLOR FOR ELEVATION

UNIT FLOOR PLAN



STYLE NO. 1 - DUPLEX CONDOMINIUMS

SUN POINTE VILLAGE



9 UNIT BUILDING

SUN POINTE VILLAGE



BEGONIA / AZALEA UNITS



AZALEA / BEGONIA UNITS

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 2
Conditional Use Permit for a 40,613 s.f. airport service hangar to be located at the Kenosha Regional Airport at 9900 52nd Street. (Stein's) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Kenosha Regional Airport
 Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The proposed hangar at the Kenosha Regional Airport would be the first hangar constructed in the hangar area on the east end of the Airport. The infrastructure for future hangars was installed in this area within the last few years
- While the Zoning Ordinance does not provide any minimum design or building materials standards for aviation related buildings at the Kenosha Regional Airport, the applicant is providing a significant amount of stone, split-faced block and windows along with the standard metal panels usually found on an airport hangar.
- The hangar is to provide for fueling and servicing of aircraft, along with pilot training and aircraft sales.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	March 20, 2014 9000 52nd Street	March 20, 2014
--	---	--	----------------

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances including Chapter 18 and 25 of the Code of General Ordinances.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	March 20, 2014 9000 52nd Street	March 20, 2014
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- k. Compliance with the Operational Plan dated February 19, 2014.

- 2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
 - a. The Drainage Plan shall be revised and resubmitted for review and approval addressing comments listed in the Public Works memo dated March 13, 2014.

 - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated March 3, 2014.

 - c. Additional information is needed on the metal panel material.

/u2/accl/cp/ckays/1CPC/2014/MAR20/conditions-steins.odt



ENGINEERING DIVISION
 SHELLY BILLINGSLEY, P.E.
 CITY ENGINEER

PARK DIVISION
 JEFF WARNOCK
 SUPERINTENDENT

FLEET MAINTENANCE
 MAURO LENCI
 SUPERINTENDENT

STREET DIVISION
 JOHN H. PRIJIC
 SUPERINTENDENT

WASTE DIVISION
 ROCKY BEDNAR
 SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
 SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
 TELEPHONE (262) 653-4050 · FAX (262) 653-4056
 EMAIL PUBLICWORKS@KENOSHA.ORG

TO: Brian Wilke, Development Coordinator

FROM: Michael M. Lemens, P.E.
 Director of Public Works

Shelly Billingsley, P.E.
 City Engineer

[Handwritten signature of Michael M. Lemens]
 3-14-14
[Handwritten signature of Shelly Billingsley]
 3-14-14

DATE: March 13, 2014
SUBJECT: PLAN REVIEW COMMENTS
Project Description: Steins Airport Service Hanger
Location: Kenosha Regional Airport

Our staff has reviewed the plans for this project. The following comments are provided:

Parking Lot Ordinance Compliance	Sufficient	Deficient	Not Applicable
Parking Lot Paved	X		
Standard Stall Width	X		
Parking Lot Layout	X		
Parking Lot Lighting Shown		X	
Parking Lot Lighting Adequate		X	
Handicapped Parking	X		
Driveway Locations			X
Driveway Width			X
Passing Blister or Accel/Decel Lanes			X
Sidewalks Adequate	X		
Drive Thru Lane Design			X

Public Streets	Sufficient	Deficient	Not Applicable
Geometric Design			X
Pavement Width			X
Pavement Thickness Design			X
Established Grades			X
Plan Details			X
Sidewalks			X
Street Lights			X

Site Grading/Drainage	Sufficient	Deficient	Not Applicable
Drainage Plan		X	
Storm Sewer		X	
Storm Water Detention			X
Drainage Calculations		X	

Project Approval/Permits Needed	Yes	No	Not Applicable
Project Approved for Permitting		X	
Withhold Permits: See Comments	X		
Approve Footing/ Foundation Only (per condition)			X
Parking Lot Permit Required	X		
Driveway Permits Required			X
Sidewalk Permit Required			X
Street Opening Permit Required			X
Stormwater Permit Required	X		
Erosion Control Required	X		
State Permit Required	X		

Grading & Drainage Comments:

1. Provide copies of the appendixes from the original Mead & Hunt report from 2007. The information provided does not confirm that the proposed development and discharge to the existing storm sewers is within the parameters of the original Stormwater Management Plan for the site.
2. The Mead & Hunt report from 2007 was accepted by the City as meeting both water quality and quantity standards. As long as the proposed development meets the parameters of the approved report no further water quality or quantity controls will be required by the City. The Wisconsin DNR has indicated that they will require additional water quality controls. When

plans are approved by the Wisconsin DNR, updated copies should be sent to the City along with a copy of the DNR permit.

3. On plan sheet C1.4 the storm sewer connection to the existing inlet downslope from CB 5 is labeled at an invert elevation (699.75) below that of the invert of the outgoing pipe (699.97).
4. Where does drainage at the north connection to "Road 1" get collected?
5. If there are no BMPs in the existing storm sewer system to meet the "no visible petroleum sheen" requirement for fueling/maintenance areas then they will be required on this site.

Traffic Comments:

6. Handicap Ramps should have Detectable Warning Fields including under canopy.
7. All lights should be cutoff so not to interfere with adjacent leased areas or private road glare.
8. Average photometrics should be 1.0 foot-candles unless airport requirement differs. Area around canopy rather dark.
9. Show parking lot light locations on site plan and electrical shall be shown on separate plan sheet.
10. Provide signage especially stop signs at entrances.

cc: Jeff Hansen
Shelly Billingsley
Kile Kuhlmeier
Gerard Koehler

Engineering Services

4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: March 3, 2014

Subject: Stein's Airport Service Hangar

Location: Kenosha Regional Airport

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

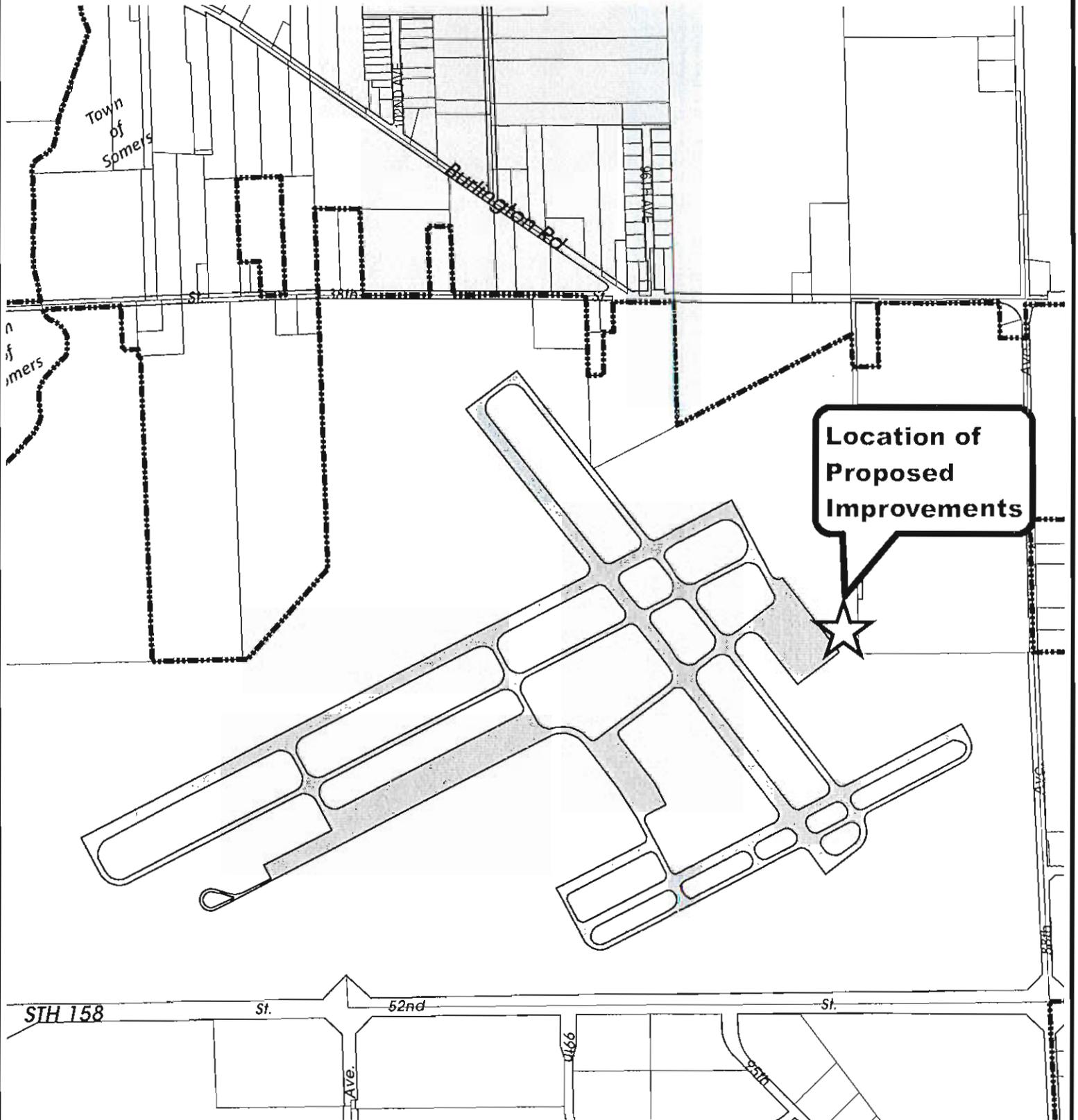
1. Show the water meter location on the construction plans. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor.
2. The 1-1/2" water meter as shown on the plans will incur a sanitary sewer connection fee of \$16,407.00 which must be paid prior to connection.
3. Provide elevations for the invert, flange and the center of large coupling at each fire hydrant.
4. The property owner must provide KWU with written authorization to access the sanitary sewer sampling manhole.
5. Please update the two connection notes on the Utilities Plan as follows:
 - Any utility work offsite and all public sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to public sewer.
 - All water connections to existing public water mains shall be completed by KWU with excavation and backfill by developer. Developer shall provide 72 hours notice to KWU when public connection is to be made.
6. All fire hydrants shall be compression type with a five and one-quarter inch (5-1/4") valve opening, two (2) two and one-half inch (2-1/2") NST nozzle connections, one (1) Kenosha Standard pumper connection (Traverse City Iron Works #405-26, 4 threads per inch and 5.812 inch diameter). The base shall have a six inch (6") mechanical joint connection with a rubber gasket and fluorocarbon coated Cor-Blue

T-Bolts and nuts. Hydrant top operating nut and nozzle cap nuts shall be one and one-quarter inch (1-1/4") pentagon. All hydrants shall close in a clockwise direction. Hydrants shall be Mueller Super Centurion 200 or Kennedy Guardian. Each hydrant shall receive a final coat of red paint after installation.

7. Industrial facilities must complete an industrial discharge form in accordance with Rule 08-03(02) of the Kenosha Water Utility Rules and Regulations. This form is attached.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha
Stein's Airport Service Hangar CUP



**Location of
Proposed
Improvements**

STH 158

St.

52nd

St.

Ave.

466

486

----- Municipal Boundary



0 210 420 630 840 1,050
Feet

February 19th, 2014

Narrative Description

Project: Stein's Airport Service Hangar
Kenosha Regional Airport
Kenosha, WI

Stein's Airport Services would like to construct and operate a Hangar on the Kenosha Regional Airport property. The project involves construction of a 40,555sf hangar with apron, and associated vehicle parking and on site utilities. New site access, internal drive systems, automobile parking, and truck loading area will also accommodate the development. The purpose of the project is to meet local demand for Stein's Airport Services. It will be constructed east of the runways and will be in the south westernmost location. This area will be leased from the Airport. Final survey lease lines and associated legal descriptions will be completed in the near future. Airport Commission and Common Council will be required for lease approval at a later date. This property is currently zoned Institutional Park and will remain the same under the proposed condition. This use conforms to the planned use of this general area. It will be considered Fixed Base Operations and include fuel sales, FAA certified repair station, aircraft management, aircraft sales, and flight training. There will be a total of 20 employees with 10 of those being relocated. Deliveries are anticipated to be about 20 per week with the majority coming from UPS, Fed Ex, and uniforms. There is expected to be 5 base customers, approximately 30 transient maintenance customers, and transient aircraft utilizing the fixed base services. The building will use the most current technology and will provide an attractive design. Construction is expected to start April of 2014 and will be open for operation by the end of 2014.

The proposed development generally conforms to all zoning requirements and design standards for the City of Kenosha. The impervious area takes up 80% of the site's leased area. Due to the proximity of the site within the airport's property all setbacks are adhered to, and the Airports 10' building setback from a lease line is also followed. Truck deliveries/shipments and garbage disposal will be made from the entrance road on the south side of the building. Full size semi-trailers are anticipated for some deliveries and will occur from the Entrance Road. The truck will then back out onto the Entrance Road after making its delivery. This is the reason for the widened drive access. The fueling area on the west side of the building will be screened with plantings. As part of this project a lighting plan has been included to verify lighting in the maneuvering areas and along drive lanes. The site provides a significant amount of green space and foundation landscaping plan is also included in the submittal. It was determined with staff that parking lot, parkway, bufferyard, etc. do not apply due to the use and distance of the property from the ROW. The building will contain all applicable items for fire suppression and detection. All necessary fire prevention guidelines and requirements are intended to be followed. An onsite hydrant and Fire Department Connection is provided on the site as requested by the City Fire Department. The development will use wall signage.

Private water and fire service has been obtained from the private main north of the development. Hydrant and water placement has been coordinated with Fire Department. Sanitary sewer will be connected to the main north of the development. The existing 4" stub will be used. Stormwater from the site will be piped to the private road's storm system and discharged to the regional stormwater pond located north of the site. This development has been accounted for in the original stormwater calculations. See Stormwater Report. The development will disturb approximately 2.19 acres. This amount of disturbance will require the site to adhere to City and DNR standards for stormwater management and erosion control. A Stormwater Pollution and Prevention Plan (SWPPP) has been included in the construction plan set. The erosion control measures include silt fence, tracking pads, ditch checks, and inlet protection and site stabilization.

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Stein's Airport Service Hangar

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant (Please print):
Stein's Airport Service Phone: 262-544-2031
Attn: Mike Stein Fax: _____
2651 Aviation Drive E-Mail: info@stein.aero
Waukesha, WI 53188

Name and Address of Architect/Engineer (Please print):
Excel Engineering, Inc. Phone: 920-926-9800
Attn: Dean Schulz Fax: 920-926-9801
100 Camelot Drive E-Mail: dean.s@excelengineer.com
Fond du Lac, WI 54935

Name and Address of Property Owner (if other than applicant) (Please print):
Kenosha Regional Airport Phone: 262-653-4161
Attn: Wayde Buck Fax: _____
9900 52nd Street E-Mail: wbuck@kenosha.org
Kenosha, WI 53144

PROJECT LOCATION

Location of Development (street address and / or parcel number): _____

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>40,613 sf</u> Existing Building Size: <u>0</u> Site Size: <u>2.11</u> Current # of Employees <u>20</u> Anticipated # of New Employees <u>n/a</u> Anticipated Value of Improvements <u>3. million</u>		
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size sealed copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 		
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials 		
Fees:	<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>
	Level 1 <= 10,000 sq. ft. Level 2 10,001 - 50,000 sq. ft. Level 3 50,001 - 100,000 sq. ft. Level 4 > 100,001 sq. ft.	<= 1 acre 1.01 - 10 acres 10.01 - 25 acres > 25.01 acres	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC \$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC \$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC \$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 		
Appendices to Review:	➤ All		
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 		
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:			
Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices 		
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 		
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas 		

Planning & Zoning Division
625 52nd Street - Room 308
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission
FACT SHEET

March 20, 2014

Item 3

Conditional Use Permit Amendment for a 70-unit apartment complex to be located at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 7601 to 7617 70th Avenue
Zoned: RM-2 Multiple-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The applicant received approval of a Conditional Use Permit from the Common Council on September 16, 2013 for a 70-unit apartment complex.
- The applicant has satisfied all of the outstanding Conditions of Approval. A Development Agreement relating to this project is also on this agenda.
- Condition 2.e., of the original Conditions of Approval, required 70th Avenue to be reconstructed prior to occupancy of any buildings. Since the proposed Development Agreement requires the applicant to post a cash assurance for 70th Avenue to be constructed at a later date, the applicant is requesting an Amendment to this condition. The condition would remove any reference of the 70th Avenue reconstruction tied to occupancy approval. The requested Amendment is noted on the attached revised Conditions of Approval.
- Also, the applicant is requesting an extension of six-months for the requirement to obtain the first building permit.
- Plans were sent to other City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit Amendment and extension, subject to the attached revised Conditions of Approval.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Sagewood Apartments 7601 to 7617 70th Avenue	March 20, 2014
--	--	--	----------------

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives, designated paved areas ~~and 70th Avenue~~ shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Sagewood Apartments 7601 to 7617 70th Avenue	March 20, 2014
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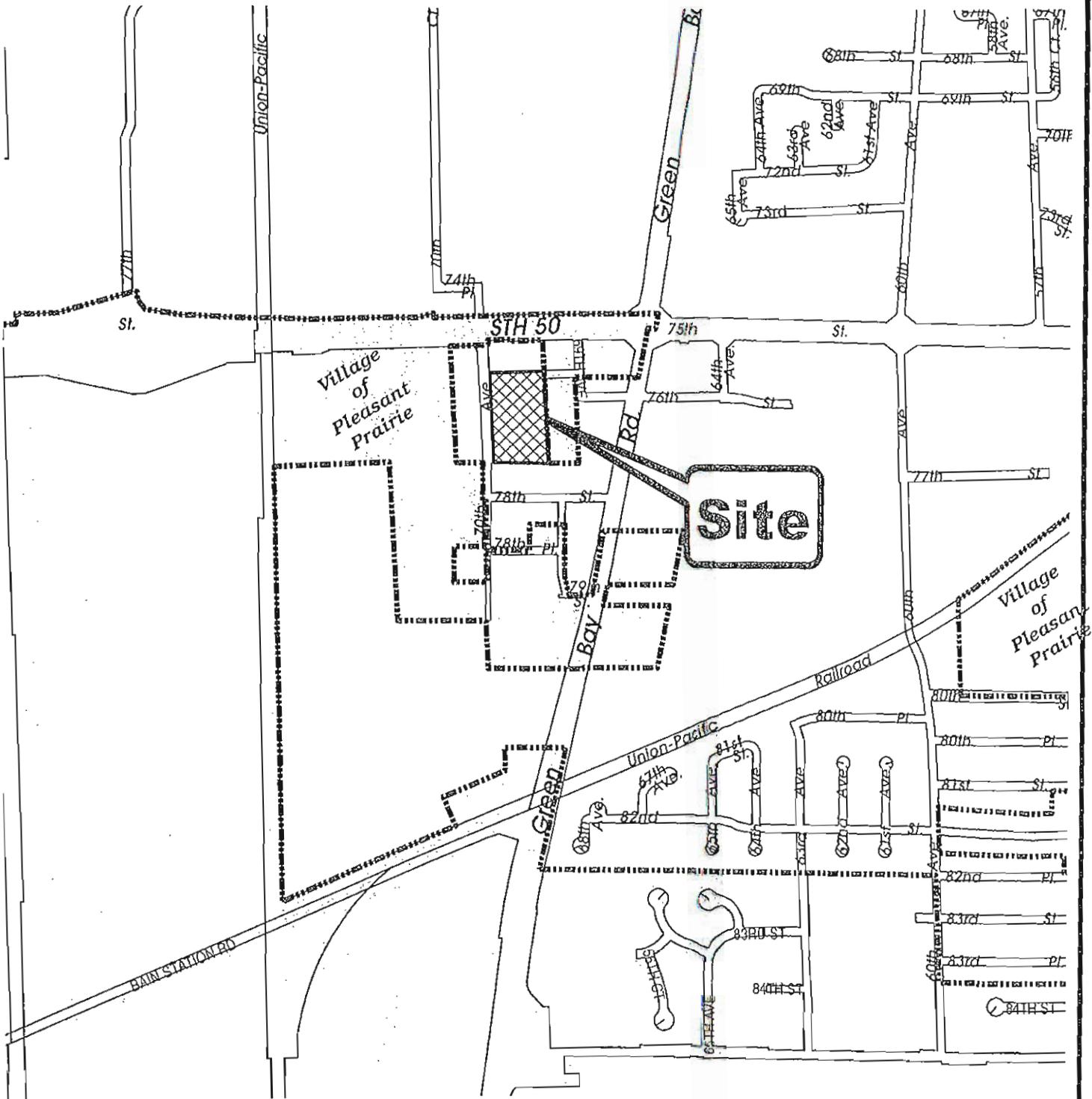
- j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
- k. 75th Place cross access shall be maintained to adjacent parcels.

/u2/acct/cp/ckays/1CPC/2014/MAR20/conditions-sagewood.odt

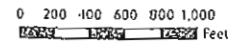
City of Kenosha

Vicinity Map

Sagewood Apartments CUP



----- Municipal Boundary



**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Sagewood Apartment Homes

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input type="radio"/>	Name and Address of Applicant (Please print): William Bodner Bodner Property Management LLC 11514 N Port Washington Rd. Suite 1 Mequon, WI 53092	Phone: 262-241-9101 Fax: 262-241-9087 E-Mail: bill@bodnerproperties.com
<input type="radio"/>	Name and Address of Architect/Engineer (Please print): Mark Eberle Nielsen Madsen & Barber SC 1458 Horizon Blvd., #200 Racine, WI 53406	Phone: 262-634-5588 Fax: 262-634-5024 E-Mail: meberle@nmbsc.net
<input checked="" type="radio"/>	Name and Address of Property Owner (if other than applicant) (Please print): Securant Bank & Trust 306 E. Washington St. Stinger, WI 53086	Phone: 262-297-1244 Fax: 262-297-1246 E-Mail:

PROJECT LOCATION

Location of Development (street address and / or parcel number): 70th Ave. and 75th Place, Kenosha, WI
Parcel No.: 03-122-10-226-052

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
Planning Division
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>69,075 sqft</u>
	Existing Building Size: <u>n/a</u>
	Site Size: <u>6 acres</u>
	Current # of Employees <u>0</u> Anticipated # of New Employees <u>1</u>
	Anticipated Value of Improvements <u>\$5,000,000</u>

Submittal Requirements:	<ul style="list-style-type: none"> > Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale > Developer Site Plan/Conditional Use Permit Checklist (Appendix A)
--------------------------------	--

If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> > One (1) 8 1/2" x 11" reduction or forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) > Sample Board containing colored samples of all exterior building materials
--	--

Fees:	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <u>or</u> \$1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <u>or</u> \$1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <u>or</u> \$1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <u>or</u> \$2,125 = CPC/CC

> If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.
 > Application fee entitles applicant to an initial review and one re-submittal.
 > Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.
 > CUP Amendment = 50% of the applicable fee as determined above.

Appendices to Review:	> All
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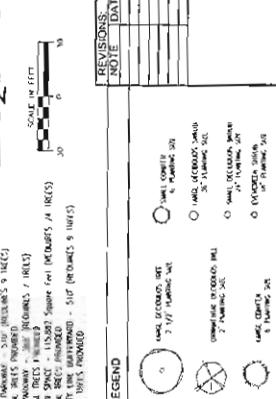
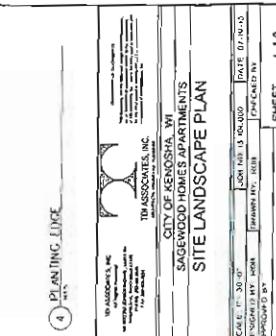
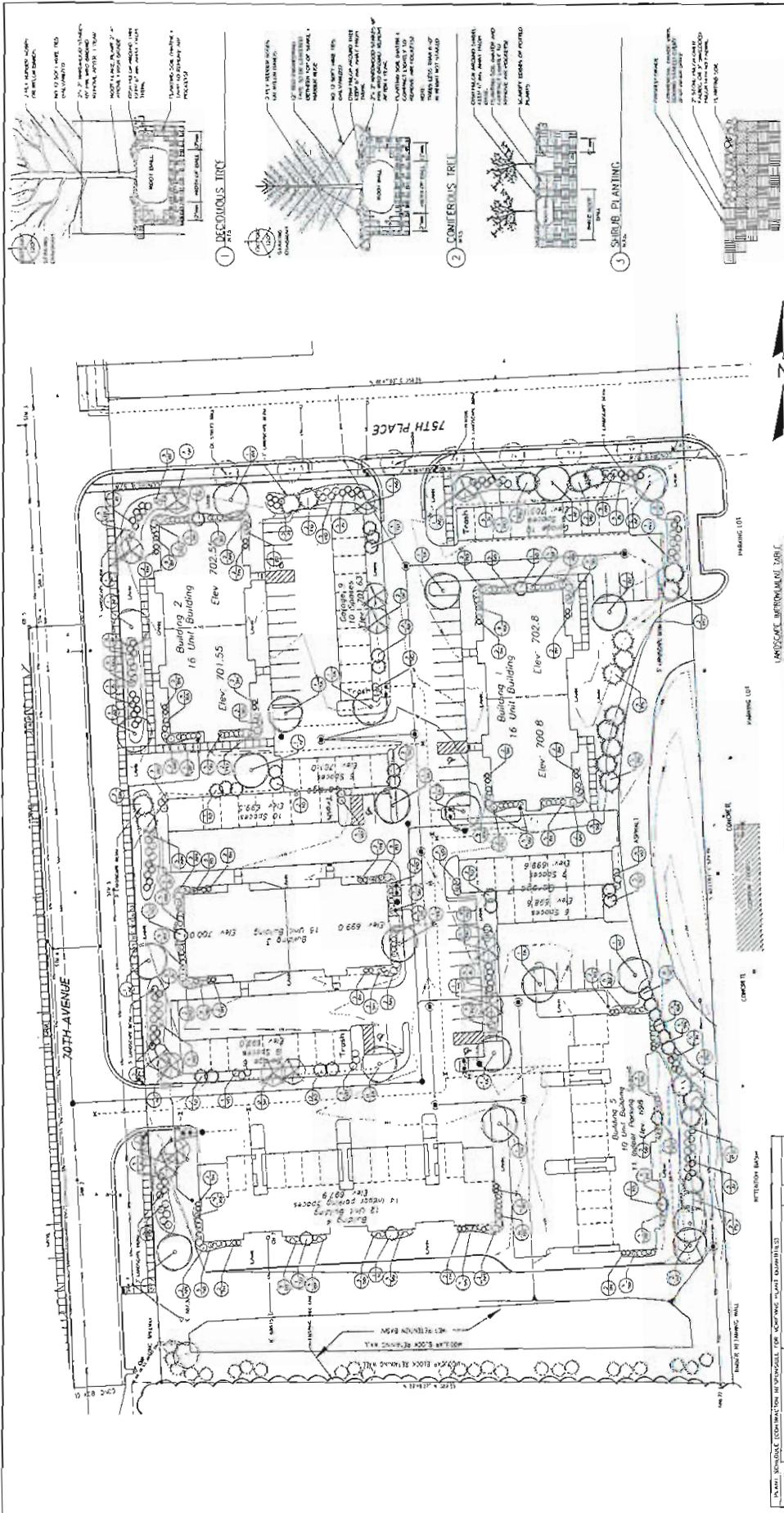
Approximate Review Time:	<ul style="list-style-type: none"> > 30 days for Staff Review > 45-60 days for City Plan Commission/Common Council Review
---------------------------------	---

The conditional use permit plans, prepared to a standard engineering scale, shall be submitted with this application & shall include the following information:

Building Plan:	<ul style="list-style-type: none"> > Layout of building(s) including size and layout of rooms > Design and architecture > Plans and details on fire suppression and/or standpipe > Plans and details on fire detection, fire alarm and other safety devices
-----------------------	---

Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> > Legal description of property > Location and footprint of building(s) and structure(s) > Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks > Outline of any development stages > Location and details on any required emergency access roads > A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
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Drainage Plan	<ul style="list-style-type: none"> > Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations > Floodplain boundaries, if applicable > Soil characteristics, where applicable > Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas
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LANDSCAPE MATERIALS LIST
 11 TOTAL TREES PROPOSED - 217 TREES (816'S & 9" INCHES)
 11 TOTAL TREES PROPOSED - 217 TREES (816'S & 9" INCHES)
 11 TOTAL TREES PROPOSED - 217 TREES (816'S & 9" INCHES)
 11 TOTAL TREES PROPOSED - 217 TREES (816'S & 9" INCHES)

GENERAL NOTES
 1) ALL PROPOSED PLANTING TO BE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 2) PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 3) ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 4) ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 5) ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 6) ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.
 7) ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WASHINGTON PLANTING SPECIFICATIONS.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Plant 1" x 1" x 1" x 1" x 1" x 1"	100	each	1.00	100.00
2	Plant 2" x 2" x 2" x 2" x 2" x 2"	50	each	2.00	100.00
3	Plant 3" x 3" x 3" x 3" x 3" x 3"	25	each	4.00	100.00
4	Plant 4" x 4" x 4" x 4" x 4" x 4"	15	each	6.67	100.00
5	Plant 5" x 5" x 5" x 5" x 5" x 5"	10	each	10.00	100.00
6	Plant 6" x 6" x 6" x 6" x 6" x 6"	8	each	12.50	100.00
7	Plant 7" x 7" x 7" x 7" x 7" x 7"	7	each	14.29	100.00
8	Plant 8" x 8" x 8" x 8" x 8" x 8"	6	each	16.67	100.00
9	Plant 9" x 9" x 9" x 9" x 9" x 9"	5	each	20.00	100.00
10	Plant 10" x 10" x 10" x 10" x 10" x 10"	4	each	25.00	100.00
11	Plant 11" x 11" x 11" x 11" x 11" x 11"	3	each	33.33	100.00
12	Plant 12" x 12" x 12" x 12" x 12" x 12"	2	each	50.00	100.00
13	Plant 13" x 13" x 13" x 13" x 13" x 13"	1	each	100.00	100.00



TDI ASSOCIATES, INC.
 ARCHITECTS, INDIANAPOLIS, INDIANA
 100 NORTH MERIDIAN STREET, SUITE 204
 INDIANAPOLIS, INDIANA 46202
 PHONE 317-449-7310 FAX 317-449-7311

BAGWOOD APARTMENT HOMES
 BUILDING #5 10-UNIT
 75TH PLACE
 KENOSHA, WISCONSIN

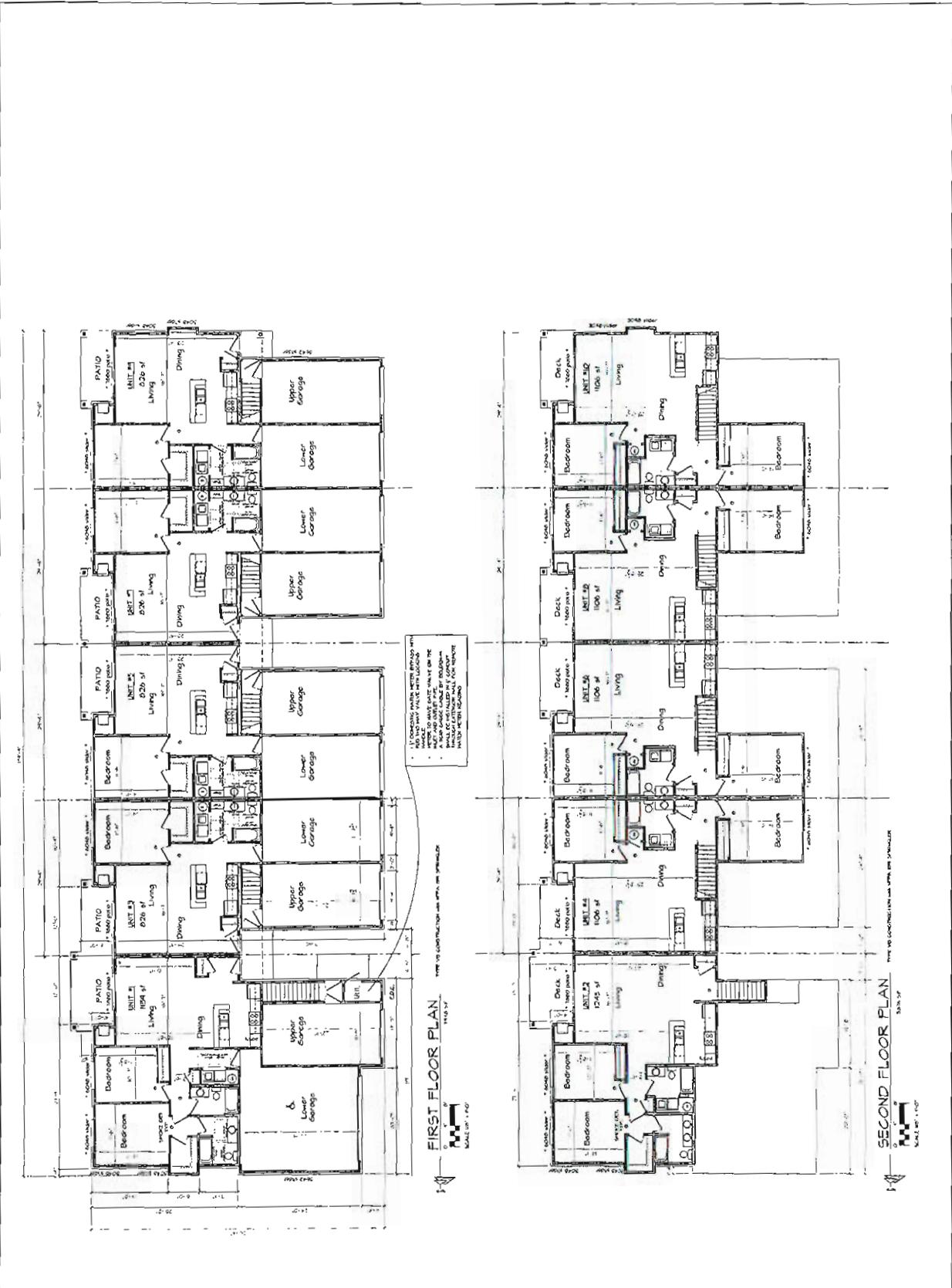
OTD ASSOCIATES, INC.
 AN OFFICE OF
 OVERSIGHT OF PROCEEDINGS
 UNDER THE WISCONSIN
 PROBATE CODE
 100 NORTH MERIDIAN STREET, SUITE 204
 INDIANAPOLIS, INDIANA 46202
 PHONE 317-449-7310 FAX 317-449-7311

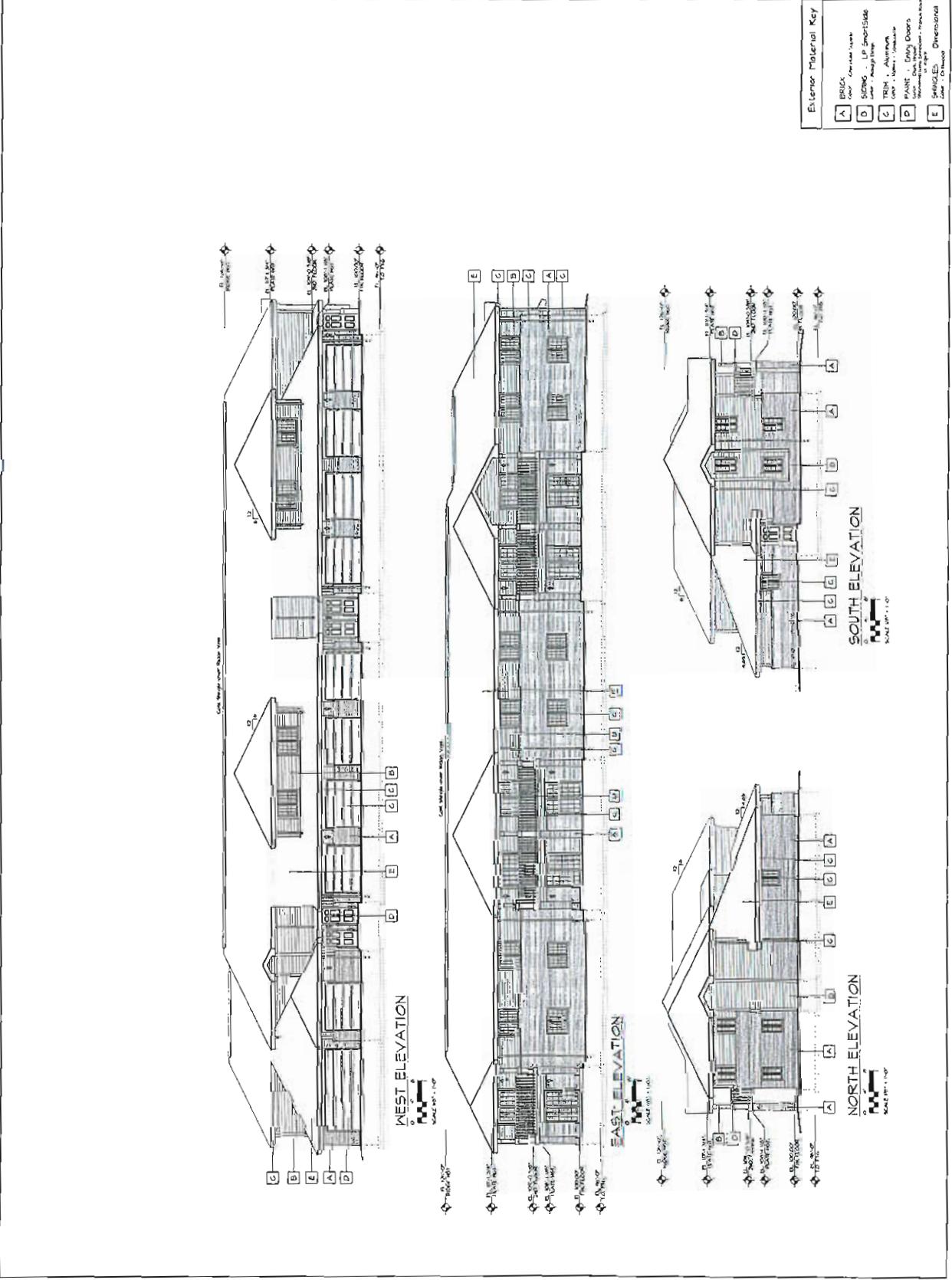
Sheet Title
Floor Plans

Revisions:

Issued Date	Drawn By	Checked By

Sheet No
A1.1





Exterior Material Key

A	BRICK - Common Face
B	BRICK - Laid Flat
C	TRIM - Aluminum
D	PAINT - Emulsion
E	SHINGLES - Asphalt/Flt



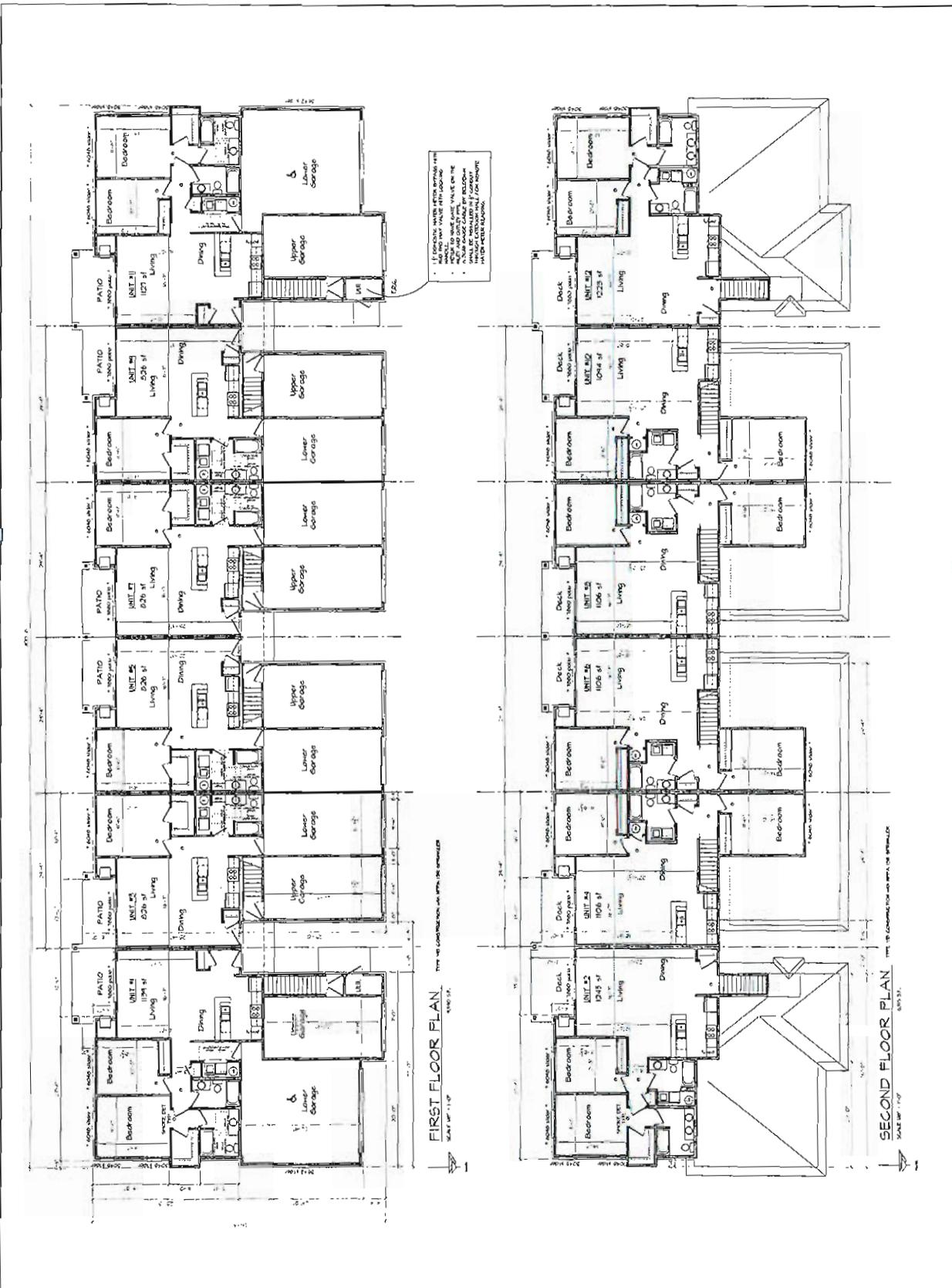
TDI ASSOCIATES, INC.
 1000 W. WISCONSIN AVENUE
 MILWAUKEE, WISCONSIN 53233
 PHONE: 414.224.1111 FAX: 414.224.1111

SAGEWOOD APARTMENT HOMES
 BUILDING #4 12-UNIT
 757E PLAC
 KENOSHA, WISCONSIN

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Sheet Title
 Floor Plans

Revisions	
Issued Date	06/16/04
Date	10/01/04
Job No.	1501.004
Drawn By	
Sheet No.	A1.1



FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"

SECOND FLOOR PLAN
 SCALE: 1/8" = 1'-0"



TDJ ASSOCIATES, INC.
ARCHITECTS, DENVER, COLORADO

NEW YORK: 100 WASHINGTON ST., 10TH FL.
NEW YORK, NY 10038-1001
PHONE: (212) 490-7500 FAX: (212) 490-7501

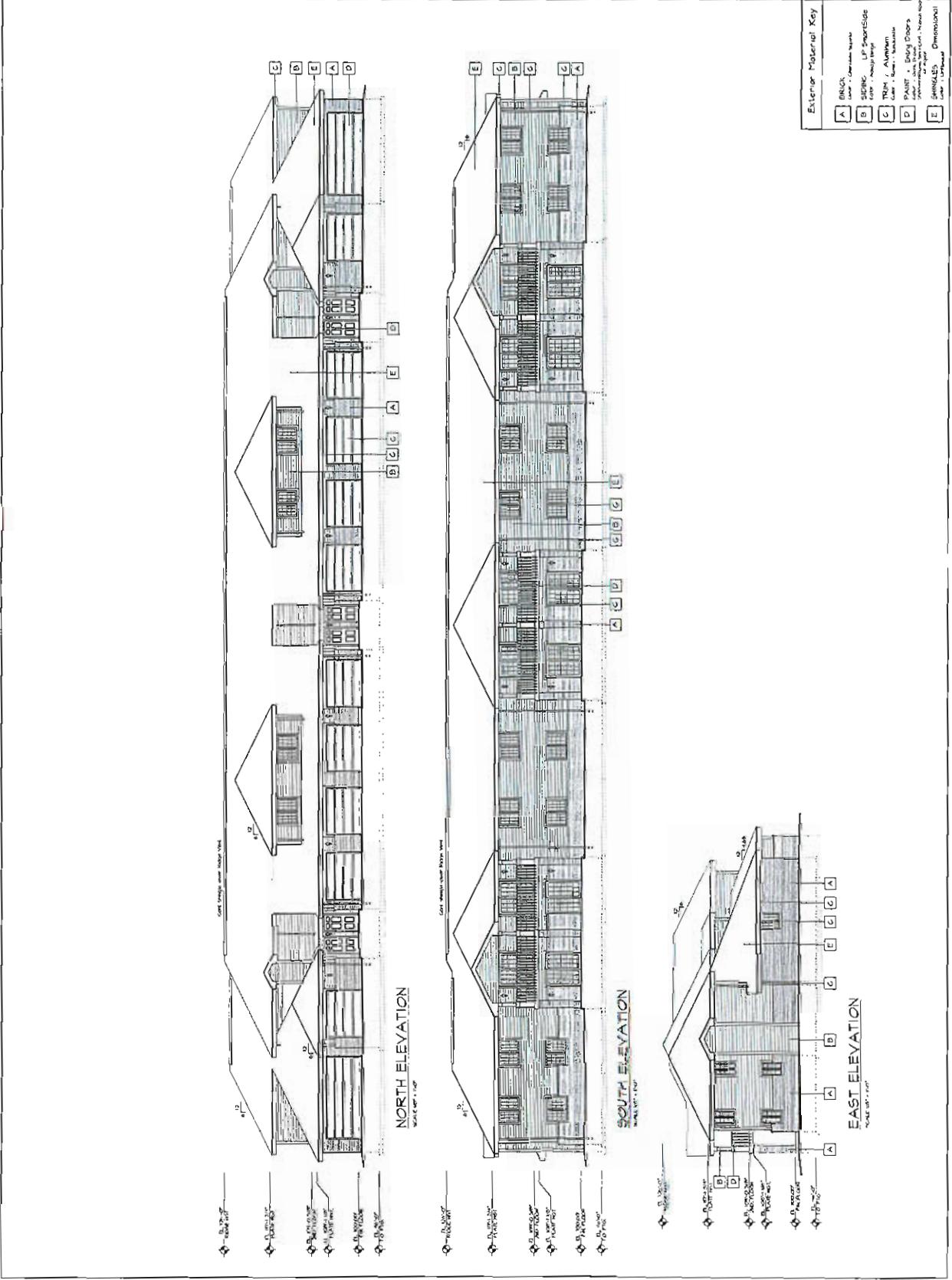
SAGEWOOD APARTMENT HOMES
BUILDING #4 12-UNIT
7574 PLACE
KENOSHA, WISCONSIN

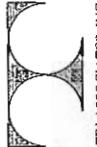
TDJ ASSOCIATES, INC.
ARCHITECTS
OWNER: SAGEWOOD APARTMENT HOMES
7574 PLACE
KENOSHA, WISCONSIN

Sheet Title
Exterior Elevations

Revisions

Drawn By
Sheet No.
A2.1





TJD ASSOCIATES, INC.
 ARCHITECTURAL PLANNERS
 100 WEST WISCONSIN AVENUE, SUITE 100
 MILWAUKEE, WISCONSIN 53233
 PHONE: 772.467.7310 FAX: 772.467.7311

BAGWOOD APARTMENT HOMES
BUILDING #1 16-UNIT
 75TH PLACE
 KENOSHA, WISCONSIN

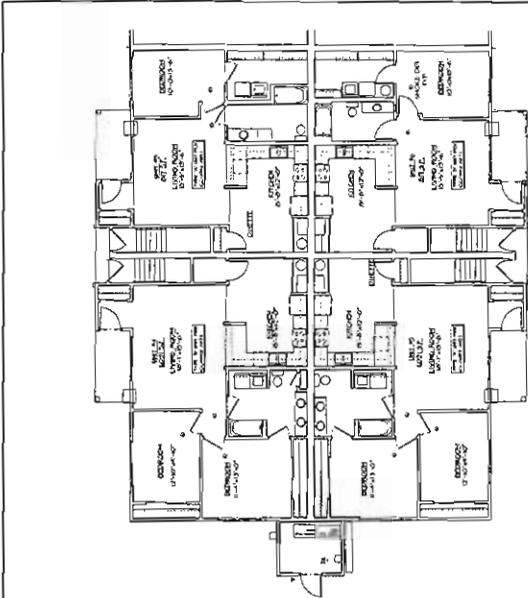
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Sheet Title
OVERALL FLOOR PLANS

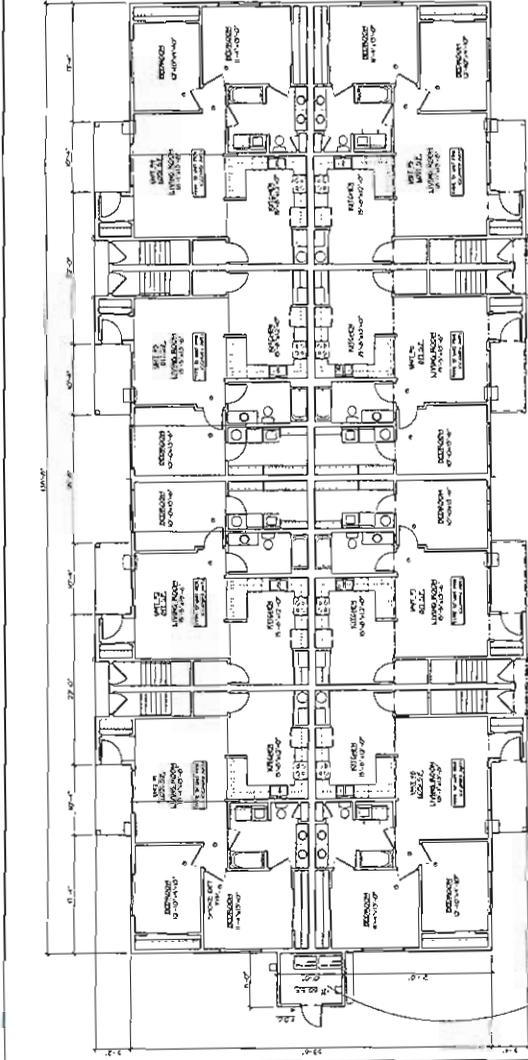
Revisions

Issue Date	
Date	10/10/00
Job No	10101.001
Drawn By	
Sheet No	

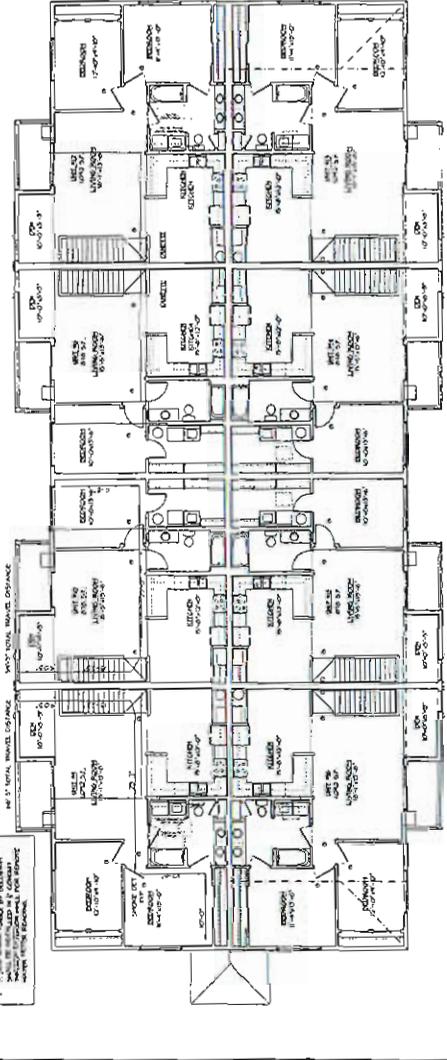
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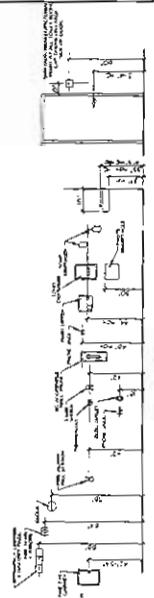
FIRST FLOOR PLAN BLDG. 1 (LEFT HALF)
 SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN TYPICAL
 SCALE: 1/8" = 1'-0"



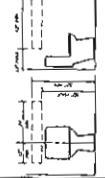
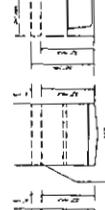
SECOND FLOOR PLAN TYPICAL
 SCALE: 1/8" = 1'-0"

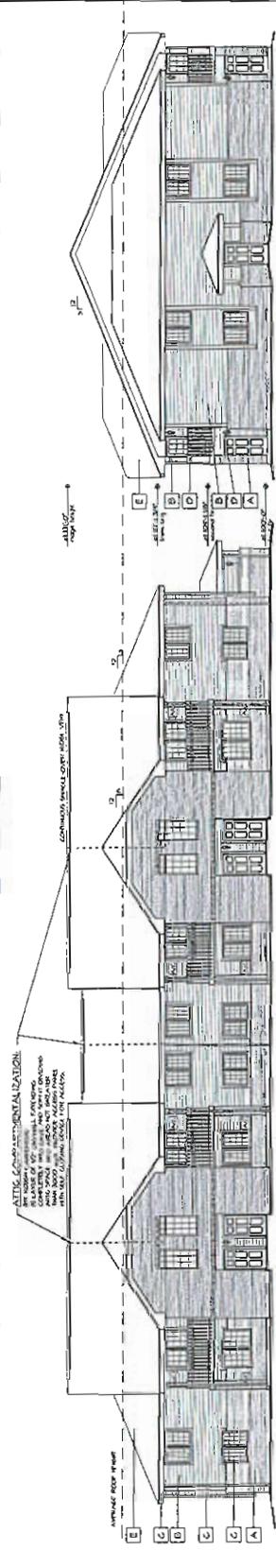


STANDARD ROOMING LAYOUTS

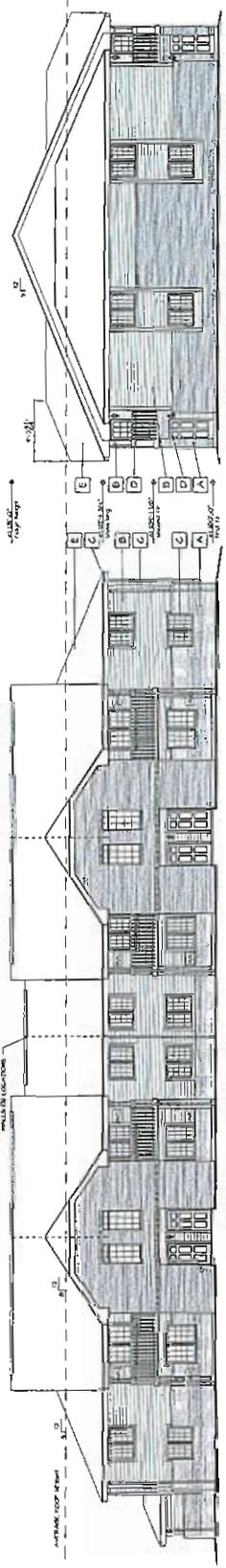
ACCESSIBILITY GUIDELINES

1. ALL APARTMENT UNITS SHALL BE ACCESSIBLE TO AND FROM THE PUBLIC WALKWAY AND STAIRS.
 2. ALL APARTMENT UNITS SHALL BE ACCESSIBLE TO AND FROM THE PUBLIC WALKWAY AND STAIRS.
 3. ALL APARTMENT UNITS SHALL BE ACCESSIBLE TO AND FROM THE PUBLIC WALKWAY AND STAIRS.
 4. ALL APARTMENT UNITS SHALL BE ACCESSIBLE TO AND FROM THE PUBLIC WALKWAY AND STAIRS.
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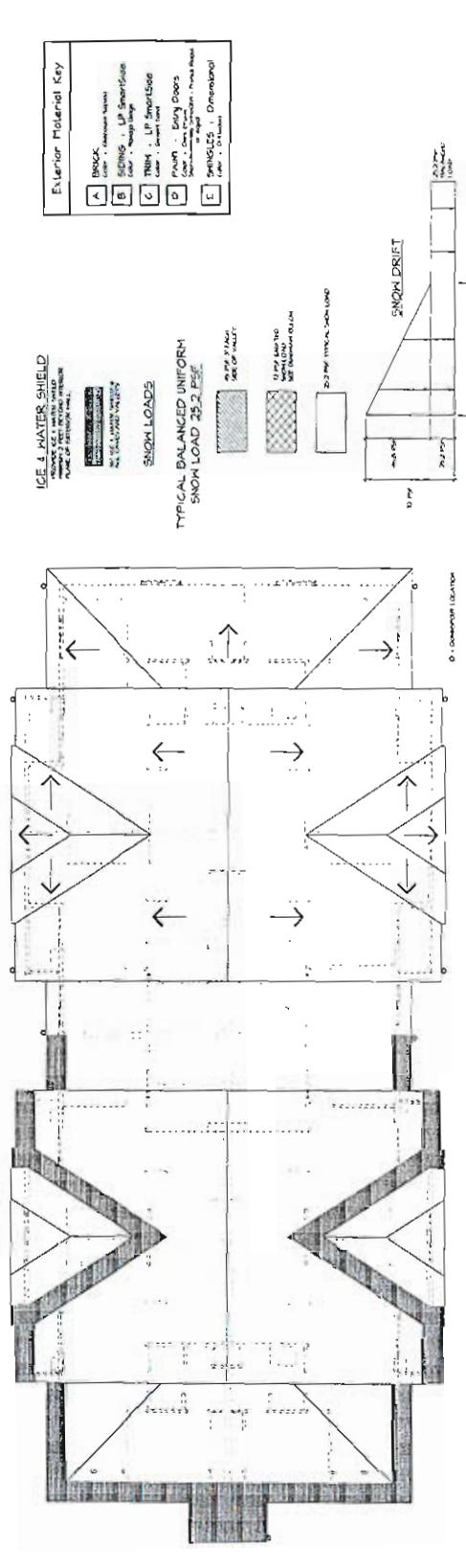




FRONT/REAR ELEVATION - 16 UNIT BUILDING
 SCALE: 1/8" = 1'-0"



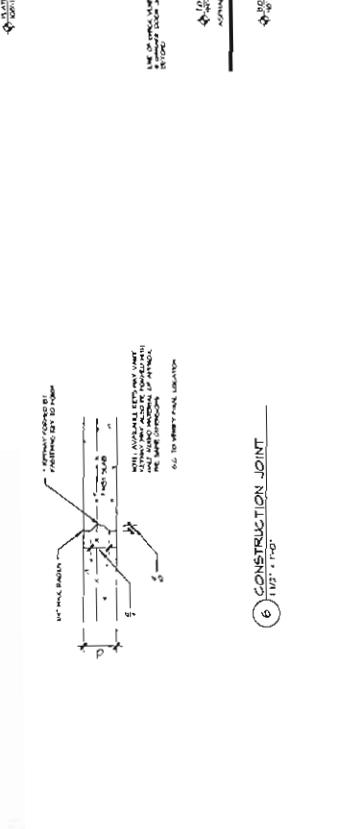
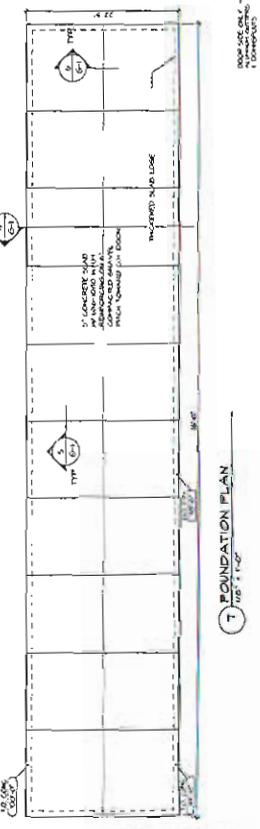
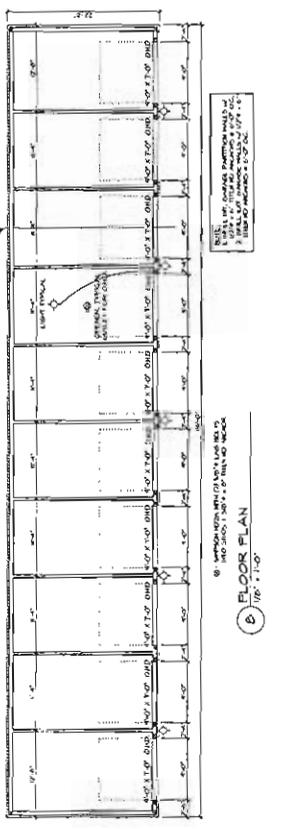
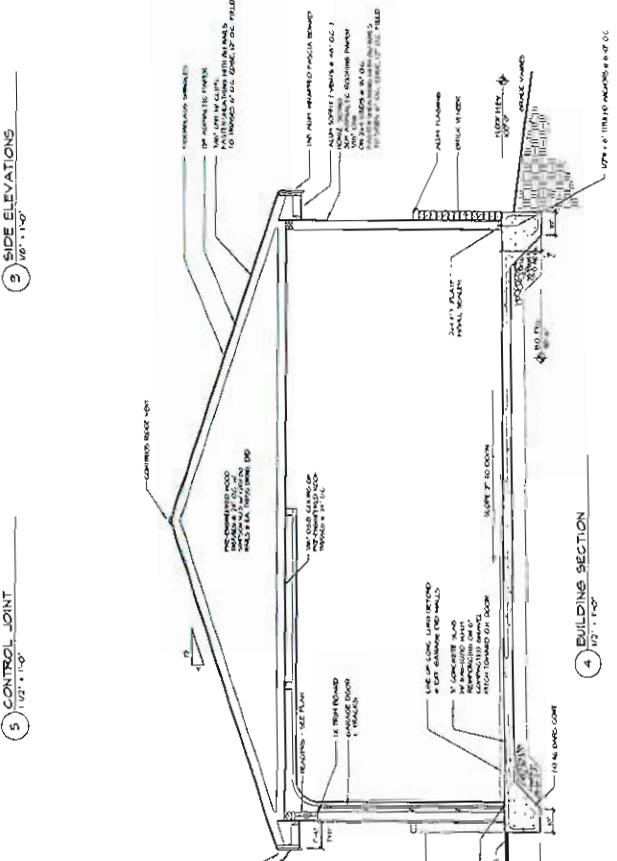
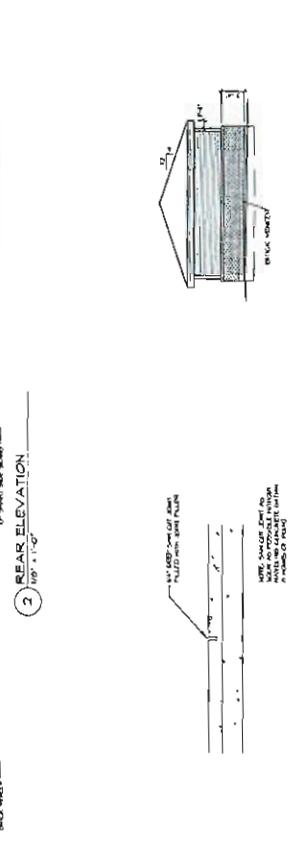
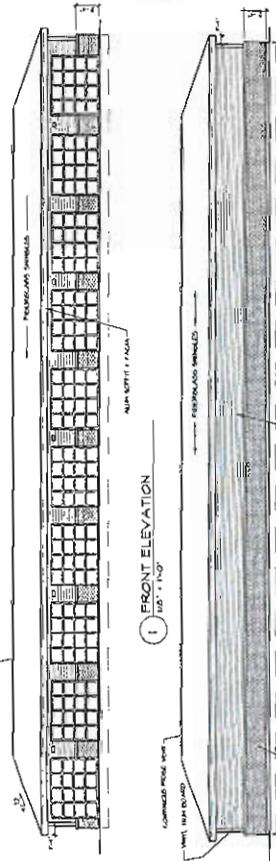
SIDE ELEVATION - 16 UNIT BUILDING
 SCALE: 1/8" = 1'-0"



ROOF PLAN - SNOW LOADING/ICE & WATER SHIELD PROTECTION
 SCALE: 1/8" = 1'-0"

Issued Date	Phase
DATE	PHASE
JAN 10 1910.007	
Drawn By	Sheet No

6-1



Planning & Zoning Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission
FACT SHEET

March 20, 2014

Item 4

**Developers Agreement between the City of Kenosha and WAB Holdings 70, LLC regarding property at the southeast corner of 70th Avenue and 75th Place. (Sagewood Apartments) (District #14)
PUBLIC HEARING**

LOCATION/SURROUNDINGS:

Site: Southeast corner of 70th Avenue and 75th Place

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Prozanski, has been notified. This items will be reviewed by the Public Works Committee before final review by the Common Council.

ANALYSIS:

- The Agreement was required as a Condition of Approval within the Conditional Use Permit.
- The Kenosha Water Utility has indicated that they do not need to be a party to the Agreement since no new public water lines will be installed.
- Originally the applicant was to make some improvements to 70th Avenue, along the frontage of the development. Since 70th Avenue will be upgraded after the completion of STH 50 Project, Staff has requested that the developer post a cash assurance with the City that will be used towards the 70th Avenue improvements.

RECOMMENDATION:

A recommendation is made to approve the Agreement.



Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF KENOSHA AND WAB
HOLDINGS 70, LLC

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Number

DEVELOPMENT AGREEMENT

Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS DEVELOPMENT AGREEMENT, (“AGREEMENT”) effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin (“CITY”), and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin 53092 (“DEVELOPER”), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of approximately 5.96 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B, hereinafter referred to as “REAL ESTATE”; and,

WHEREAS, DEVELOPER desires to develop REAL ESTATE for multi-family purposes; and,

WHEREAS, REAL ESTATE is zoned RM-2 Multiple Family Residential District and AIR-4 Airport Overlay District Overflight at the time of execution of this AGREEMENT which permits the multi-family development set forth in this AGREEMENT; and,

WHEREAS, the Plan Commission of CITY has recommended to the Common Council and the Common Council of CITY has approved a conditional use permit attached as Exhibit C for REAL ESTATE on the condition that DEVELOPER enter into this AGREEMENT relative to the manner and method by which REAL ESTATE is to be developed subject to the requirements of this AGREEMENT; and,

WHEREAS, DEVELOPER agrees to develop REAL ESTATE as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties, including the approval by CITY of conditional use permit for REAL ESTATE, and the agreement of DEVELOPER to develop REAL ESTATE, the Parties agree that REAL ESTATE will be developed as provided in the certified survey map, the conditional use permit, and this AGREEMENT.

I. IMPROVEMENTS

WAB Holdings 70, LLC Final.030514

A. Storm Water Drainage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete storm water drainage facilities throughout REAL ESTATE, including storm and surface water drainage facilities which abut land for any public purpose, in accordance with CITY specifications, the conditional use permit, the certified survey map, the Site Grading & Erosion Control Plan attached as Exhibit D and the Storm Sewer Plan attached as Exhibit E.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain a Post-Construction Runoff Permit from CITY and shall submit to CITY any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted until the Post-Construction Runoff Permit is issued by CITY. All land disturbing construction activities and the design, construction, installation and maintenance of the storm water drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Maintenance Agreement and the Post-Construction Runoff Permit.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall install tracer wires on all storm sewer mains and laterals in accordance with CITY specifications.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall prepare all plans, specifications and calculations for all storm water drainage facilities and submit them to CITY Engineer for written approval which must be obtained prior to construction of the storm water drainage facilities. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures, shall comply with CITY'S current storage and outflow requirements as well as any WDNR requirements.
5. CITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the storm water drainage facilities required by this AGREEMENT, including storm water drainage facilities extensions and connections.
6. Subject to the terms of this AGREEMENT, CITY shall allow DEVELOPER, at DEVELOPER'S cost and expense, to extend and connect the storm water drainage facilities required by this AGREEMENT to the nearest appropriate storm water drainage facilities of CITY. DEVELOPER'S cost and expense shall include payment by DEVELOPER of all easement acquisition costs and all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, CITY or UTILITY laws, ordinances, resolutions, rules, regulations or this AGREEMENT.
7. Title to all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention

basins, outlet structures, and spillways as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association, shall be responsible for the maintenance and operation of all storm water drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures and spillways, as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit E, and shall enter into a Maintenance Agreement with CITY in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their maintenance and operation. A copy of the Maintenance Agreement is attached as Exhibit F. The Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities. The Maintenance Agreement shall include among its provisions the following:

- a. identification of the storm water drainage facilities and designation of the drainage area served by the storm water drainage facilities.
- b. a schedule for the regular maintenance, repair, replacement and operation of the storm water drainage facilities consistent with the Storm Water Management Plan.
- c. identification of the DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities.
- d. requirement that the DEVELOPER, landowner or owner's association maintain, repair, replace and operate the storm water drainage facilities in accordance with the schedule included in subparagraph b. above.
- e. authorization for CITY to access REAL ESTATE to conduct inspections of storm water drainage facilities as necessary to determine whether the storm water drainage facilities are being maintained, repaired, replaced and operated in accordance with the Maintenance Agreement.
- f. requirement that CITY maintain public records of the results of the inspections of the storm water drainage facilities, to inform DEVELOPER, landowner or the owner's association of the inspection results, and to specifically indicate any corrective actions required to bring the storm water drainage facilities into proper working condition.
- g. agreement that DEVELOPER, landowner or the owner's association responsible for the maintenance, repair, replacement and operation of the storm water drainage facilities be notified by CITY of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by CITY.

h. authorization for CITY to perform or have performed on CITY'S behalf, maintenance, repairs, or replacements of the storm water drainage facilities upon the failure of the DEVELOPER, landowner or owner's association to do so as directed by CITY and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against all benefited REAL ESTATE for the charges incurred by CITY in performing or having performed on CITY'S behalf the maintenance, repairs or replacement to the storm water drainage facilities which are the subject of the Maintenance Agreement.

8. DEVELOPER, at DEVELOPER'S cost and expense, shall grant to CITY a maintenance easement to the storm water drainage facilities required by this AGREEMENT authorizing CITY to inspect, maintain, repair or replace the storm water drainage facilities in accordance with the Maintenance Agreement. A copy of the Maintenance Easement is attached as Exhibit G. The Maintenance Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of land served by the storm water drainage facilities.
9. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the construction and installation of the fully functional storm water drainage facilities required by this AGREEMENT without defect, damage or non conformance with this AGREEMENT, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha.
10. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY with certified copies of the results of all tests and inspections of the storm water drainage facilities required by CITY, including density tests certifying proper compaction of storm water drainage facilities trench back fill.
11. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY certified "as-built" drawings of the storm water drainage facilities, including retention/detention basins and outlet structures, in print and digital form acceptable to CITY prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.
12. DEVELOPER shall indemnify, defend and hold harmless CITY, its officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees, which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to the design, construction and installation of the storm water drainage facilities required by this AGREEMENT which causes storm and surface water to flow in full or part upon any private property. Upon the filing with CITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY and others harmless, the CITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or compromise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and its officers, employees and agents. It is specifically agreed that CITY at

DEVELOPER'S cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY or any of its officers, employees or agents for any cause for which DEVELOPER is liable herewith shall be conclusive against DEVELOPER as to liability and the amount of damages. Any damages, costs or expenses, including attorney fees, sustained, incurred or paid by CITY, its officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed through DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY in its sole discretion deems appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

13. The storm water drainage facilities required by this AGREEMENT, including retention/detention basins and outlet structures shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.
14. DEVELOPER, at DEVELOPER'S cost and expense, shall complete the initial detention basin maintenance in accordance with the Initial Detention Basin Maintenance requirements set forth in Section 7 of the Maintenance Standards attached as Exhibit D to the Maintenance Agreement prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

B. Streets, Curb and Gutter:

1. Prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk/Treasurer the sum of \$243,854.00, which sum represents the current construction cost estimate for the reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street based on the Street Plan attached as Exhibit H. In consideration of the deposit of \$243,854.00 by DEVELOPER, CITY agrees that development of REAL ESTATE will be permitted as provided in this AGREEMENT and the conditional use permit without requiring the reconstruction of 70th Avenue, which would otherwise be required, due to the proposed reconstruction of STH 50 by the Wisconsin Department of Transportation which may result in additional required public improvements to 70th Avenue.
2. The Parties agree that the funds deposited pursuant to paragraph 1 shall be maintained by CITY in a segregated interest bearing account with all interest accruing to CITY and shall be used by CITY for the cost of the future reconstruction of 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including sidewalks, street lights, and street trees as shown on the Street Plan attached as Exhibit H, the Lighting Plan attached as Exhibit I, and the Landscaping Plan attached as Exhibit J.
3. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including any accrued interest, are insufficient to cover CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, CITY shall be responsible for any additional cost, including all construction, engineering, administrative and inspection costs incurred by CITY.

4. The Parties agree that in the event the funds deposited pursuant to paragraph 1, including any accrued interest, exceed CITY'S actual cost of reconstructing 70th Avenue from 75th Place to 260 lineal feet north of 78th Street, including all construction, engineering, administrative and inspection costs incurred by CITY, any excess funds shall be paid to DEVELOPER within 45 days of CITY'S completion of the 70th Avenue reconstruction.
5. DEVELOPER, at DEVELOPER'S cost and expense, or an owner's association approved by CITY at the association's cost and expense, as the case may be, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs and gutters located within REAL ESTATE and required by the conditional use permit, the certified survey map and this AGREEMENT.

C. Other Utilities and Utility Easements

1. DEVELOPER, at DEVELOPER'S cost and expense, shall locate and install all other utilities throughout REAL ESTATE in accordance with utility specifications, the conditional use permit and the approved plans attached to this AGREEMENT. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from CITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map and the approved plans attached to this AGREEMENT.
3. Easements for utilities may be modified or terminated only by CITY or other utility and only in the event CITY or other utility determines that the easement, in full or in part, is no longer required to provide essential service.

D. Erosion Control

DEVELOPER, at DEVELOPER'S cost and expense, shall prepare and submit to CITY an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. DEVELOPER, at DEVELOPER'S cost and expense, shall apply for and obtain an Erosion Control Permit from CITY and shall submit to CITY the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted until the Erosion and Sediment Control Plan is approved by CITY, the cash assurance is paid to CITY, and the Erosion Control Permit is issued by CITY. All land disturbing construction activities undertaken by DEVELOPER shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan and the Erosion Control Permit. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. DEVELOPER, at DEVELOPER'S cost and expense, shall remove all topsoil stockpiles from REAL ESTATE prior to the issuance of any Certificate of Occupancy by CITY. A copy of the

Erosion and Sediment Control Plan is attached as Exhibit D.

E. Grading

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit and the Grading Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Grading Plan from CITY Engineer prior to commencement of any land disturbing construction activities.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall provide CITY a certified "as-built" Grading Plan in print and digital form acceptable to CITY for approval by CITY Engineer. CITY Engineer approval of the "as built" Grading Plan shall be required prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

F. Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Lighting Plan attached as Exhibit I.
2. CITY shall have full jurisdiction and ownership of the street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation.

G. Landscaping.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Landscaping Plan attached as Exhibit J. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the Landscaping Plan from CITY.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall protect existing trees within REAL ESTATE in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from CITY.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall remove and lawfully dispose of all rubbish, structures, dead trees, branches, brush, tree trunks, shrubs and other natural growth within REAL ESTATE inconsistent with the approved landscaping. DEVELOPER at DEVELOPER'S cost and expense, shall apply for and obtain a raze permit from CITY prior to removing any structures.

H. Sidewalks.

1. Except as provided in Section I.B. of this AGREEMENT, DEVELOPER, at

DEVELOPER'S cost and expense, shall design, construct and install sidewalks throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, and the Street Plan attached as Exhibit H. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from CITY Engineer.

2. Except as provided in Section I.B. of this AGREEMENT, sidewalks shall be installed prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE where practical but not later than six (6) months from the date of temporary occupancy. In the event the sidewalks are not installed prior to the issuance of a Temporary Certificate of Occupancy, the DEVELOPER shall provide CITY with an assurance in an amount determined by CITY Engineer to complete installation.
3. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

I. Street Signs and Regulatory Signs.

CITY shall install street name and regulatory signs required by CITY. CITY'S actual cost for materials, labor and installation of the street name and regulatory signs shall be reimbursed from the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT.

J. Survey Monuments.

DEVELOPER, at DEVELOPER'S cost and expense, shall install survey monuments placed in accordance with the requirements of Section 236.15 of the Wisconsin Statutes.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

A. Pre-Construction Activities.

1. DEVELOPER shall provide CITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.
2. DEVELOPER shall not commence construction or installation of any of the improvements required to be made pursuant to this AGREEMENT until this AGREEMENT has been approved by the Common Council of the City of Kenosha, this Agreement has been signed by all Parties, has been recorded, all required deposits and assurances have been received and approved, and CITY has given written authorization to proceed. Prior to giving written authorization to proceed, DEVELOPER shall hold a

pre-construction meeting which shall be attended by DEVELOPER, CITY, and contractors. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY in writing two (2) working days in advance of the date for the commencement of the construction of the improvements. This notification requirement shall also apply to the resumption of construction following a work interruption of over five (5) working days.

B. Construction Activities

1. Construction access to REAL ESTATE shall be as shown on the Erosion and Sediment Control Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with CITY specifications. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the construction access from CITY Engineer.
2. DEVELOPER, at DEVELOPER'S cost and expense, shall abandon any wells on REAL ESTATE in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code and Section 32.09 of the Code of General Ordinances for the City of Kenosha. DEVELOPER shall provide copies of well abandonment reports to CITY and the Kenosha Water Utility.
3. CITY shall provide engineering and inspection services during construction of the improvements required by this AGREEMENT to ascertain DEVELOPER'S compliance with all approved plans and specifications. The cost for the engineering and inspection services shall be based upon the hourly rate of the CITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY for all engineering and inspection services provided by CITY within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve DEVELOPER, DEVELOPER'S employees, or DEVELOPER'S contractors from constructing and installing the improvements required by this AGREEMENT in accordance with all approved plans and specifications or from providing CITY all "as-built" plans required by this AGREEMENT.
4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed storm water drainage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to CITY. Video tapes and written logs of all storm water drainage facilities inspections shall be provided to CITY for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by DEVELOPER and the effected area shall again be subject to televised inspection. CITY reserves the right to perform the televised inspection of the completed storm water drainage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse CITY for the cost of the televised inspection within forty-five (45) days of being invoiced by CITY.
5. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY determines proper testing is not being performed by DEVELOPER or

the results of DEVELOPER'S testing does not conclusively establish to CITY'S satisfaction the proper completion of the improvements required by this AGREEMENT. DEVELOPER shall reimburse CITY for the cost of the independent testing services within forty-five (45) days of being invoiced by CITY.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. In addition to the funds deposited by DEVELOPER pursuant to Section I.B. of this AGREEMENT and prior to execution of this AGREEMENT by CITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the estimated cost of all private storm water drainage facilities, and the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. The assurance required pursuant to this paragraph shall be in addition to any other assurance which may be required pursuant to the Code of General Ordinances for the City of Kenosha for the development of REAL ESTATE which is the subject of this AGREEMENT.
2. The assurance required pursuant to paragraph 1 shall be used to secure DEVELOPER'S cost of designing, constructing and installing the private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY for CITY'S cost of completing the private storm water drainage facilities and performing the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT in the event DEVELOPER fails to do so in a timely manner in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, or this AGREEMENT.
3. In the event the assurance required pursuant to paragraph 1 is insufficient to cover one hundred twenty five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT, DEVELOPER upon written demand by CITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount equal to one hundred twenty-five (125%) percent of the actual cost of the private storm water drainage facilities and the engineering and inspection services and testing services required to be made and provided pursuant to this AGREEMENT.
4. Any irrevocable letter of credit to be used by DEVELOPER as an assurance pursuant to this AGREEMENT shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the CITY, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this AGREEMENT shall remain in effect until completely drawn upon or released by CITY and UTILITY. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this AGREEMENT is about to expire and has not been

renewed by DEVELOPER, CITY and UTILITY may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this AGREEMENT.

5. The assurance required pursuant to paragraph 1 for the private storm water drainage facilities shall be released within forty-five (45) days following certification of all of the following by CITY Engineer:
 - a. pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.
 - b. certified "as-built" drawings of pipes P1-P4, P6, P8-P11 and P13-P14 as shown on the Storm Sewer Plan attached as Exhibit E have been provided in print and digital form acceptable to CITY.
 - c. cndwall 1.0 and all rip rap as shown on the Storm Sewer Plan attached as Exhibit E have been installed in accordance with Section I.A. of this AGREEMENT.
 - d. all disturbed areas of the detention basin as shown on the Storm Sewer Plan attached as Exhibit E have been restored in accordance with Section I.A. of this AGREEMENT.
6. In addition to all other remedies, occupancy permits may be withheld by CITY until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in this AGREEMENT is not completed in accordance with this AGREEMENT and Chapter XVII of the Code of General Ordinances, City may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this AGREEMENT or impose a special charge and/or special assessment against the benefited REAL ESTATE in the event there is no applicable assurance or the assurance is insufficient.

IV. CITY RESPONSIBILITIES.

Upon application by DEVELOPER and upon payment by DEVELOPER of all required fees, CITY shall process all permit applications and will issue all CITY permits required for the development of REAL ESTATE provided DEVELOPER is in compliance with all CITY conditions of approval, the conditional use permit, the certified survey map, this AGREEMENT, and all standards for the issuance of the required CITY permits set forth in applicable federal, state, county, or CITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

V. MISCELLANEOUS.

A. Notice

Any notice required to be given in this AGREEMENT by any of the Parties is to be by certified mail with return receipt or by personal service addressed to DEVELOPER or CITY as the case may be as set forth below. Any Party may designate a different address by delivering, sending or serving written notice of such change of address upon the other Party. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER:

WAB Holdings 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

with copies to:

If to CITY:

City Clerk/Treasurer
Municipal Building, Room 105
625 -52nd Street
Kenosha, Wisconsin 53140

with copies to:

Director of Public Works
Municipal Building, Room 305
625 -52nd Street
Kenosha, Wisconsin 53140

Office of the City Attorney
Municipal Building, Room 201
625 -52nd Street
Kenosha, Wisconsin 53140

B. Land Dedications and Impact Fees.

DEVELOPER, at DEVELOPER'S cost and expense, shall provide for all land dedications required by Chapter XVII of the Code of General Ordinances. DEVELOPER shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances prior to the CITY issuance of a building permit.

C. Assignment.

DEVELOPER shall not assign or transfer this AGREEMENT without the prior written consent of CITY. Any unauthorized assignment shall be a breach of this AGREEMENT and shall render this AGREEMENT null and void. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY through which the assignee agrees to be bound by all of the terms, conditions and obligations of this AGREEMENT. No assignment shall relieve DEVELOPER of any of DEVELOPER'S obligations under this AGREEMENT in the event of breach or default by the assignee.

No assignment shall be inconsistent with the terms of this AGREEMENT. The assignee shall have all rights, privileges and obligations as granted DEVELOPER under this AGREEMENT.

D. Integration.

This AGREEMENT, the attached exhibits, the conditional use permit, the certified survey map and such other documents incorporated by reference herein embody the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

E. Defaults.

No default shall arise under this AGREEMENT unless the non-defaulting Party has provided the defaulting Party written notice of default and twenty (20) days to cure the default.

F. Severability.

Any covenant, condition or provision of this AGREEMENT held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this AGREEMENT, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this AGREEMENT which shall be given effect without the invalid or unenforceable covenant, condition or provision and to this extent, the covenants, conditions and provisions of this AGREEMENT are declared to be severable.

G. Recordation.

This AGREEMENT shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by DEVELOPER. Recordation of this AGREEMENT may at the discretion of CITY omit some or all of the attached exhibits set forth in paragraph H. below.

H. Exhibits Incorporated by Reference.

The exhibits to this AGREEMENT listed below are made a part of this AGREEMENT, and incorporated herein by reference. The exhibits are on file with the City of Kenosha Department of Community Development and Inspections.

- Exhibit A: Legal Description
- Exhibit B: Certified Survey Map
- Exhibit C: Conditional Use Permit
- Exhibit D: Site Grading & Erosion Control Plan
- Exhibit E: Storm Sewer Plan
- Exhibit F: Maintenance Agreement
- Exhibit G: Maintenance Easement

- Exhibit H. Street Plan
- Exhibit I: Lighting Plan
- Exhibit J: Landscaping Plan

I. Choice of Law and Venue.

This AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction over each Party.

J. Waiver of Breach or Violation not Deemed Continuing.

Any Party may, to the extent legally allowed, (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations or warranties of the other Party contained in this AGREEMENT or in any document delivered pursuant to this AGREEMENT and (c) waive any compliance by the other Party with any of the agreements or conditions contained in this AGREEMENT. The waiver by any Party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any or other subsequent breach or violation of any provision of this AGREEMENT. No breach or violation of any provision of this AGREEMENT shall be waived except by an agreement in writing signed by the waiving Party.

K. Construction.

The Parties agree that each Party has contributed substantially and materially to the preparation of this AGREEMENT and that as a result, this AGREEMENT shall not be construed more strictly against one Party or another merely by virtue of the fact that it may have been prepared primarily by counsel for CITY.

L. Time of the Essence.

It is understood and agreed by the Parties that time is of the essence with respect to the provisions of this AGREEMENT specifying dates and deadlines.

M. Binding Effect.

This AGREEMENT shall run with REAL ESTATE and shall be binding upon DEVELOPER, DEVELOPER'S successors and assigns, and DEVELOPER'S successors in title. Any recorded easements, agreements, covenants and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

N. Amendment.

This AGREEMENT may only be amended by the mutual written consent of the Parties

and subject to the approval of any such amendment by the Common Council for the City of Kenosha.

VIII. AUTHORIZATION.

- A. DEVELOPER represents to CITY that DEVELOPER is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this AGREEMENT have thereby taken place, and that the individual executing this AGREEMENT on behalf of DEVELOPER has the authority to do so and to bind DEVELOPER to the terms and conditions of this AGREEMENT.
- B. CITY enters into this AGREEMENT by authority of action taken by its Common Council on the ____ day of _____, 2014.

Signature pages follow

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this AGREEMENT on the dates below given.

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor

EXHIBIT A

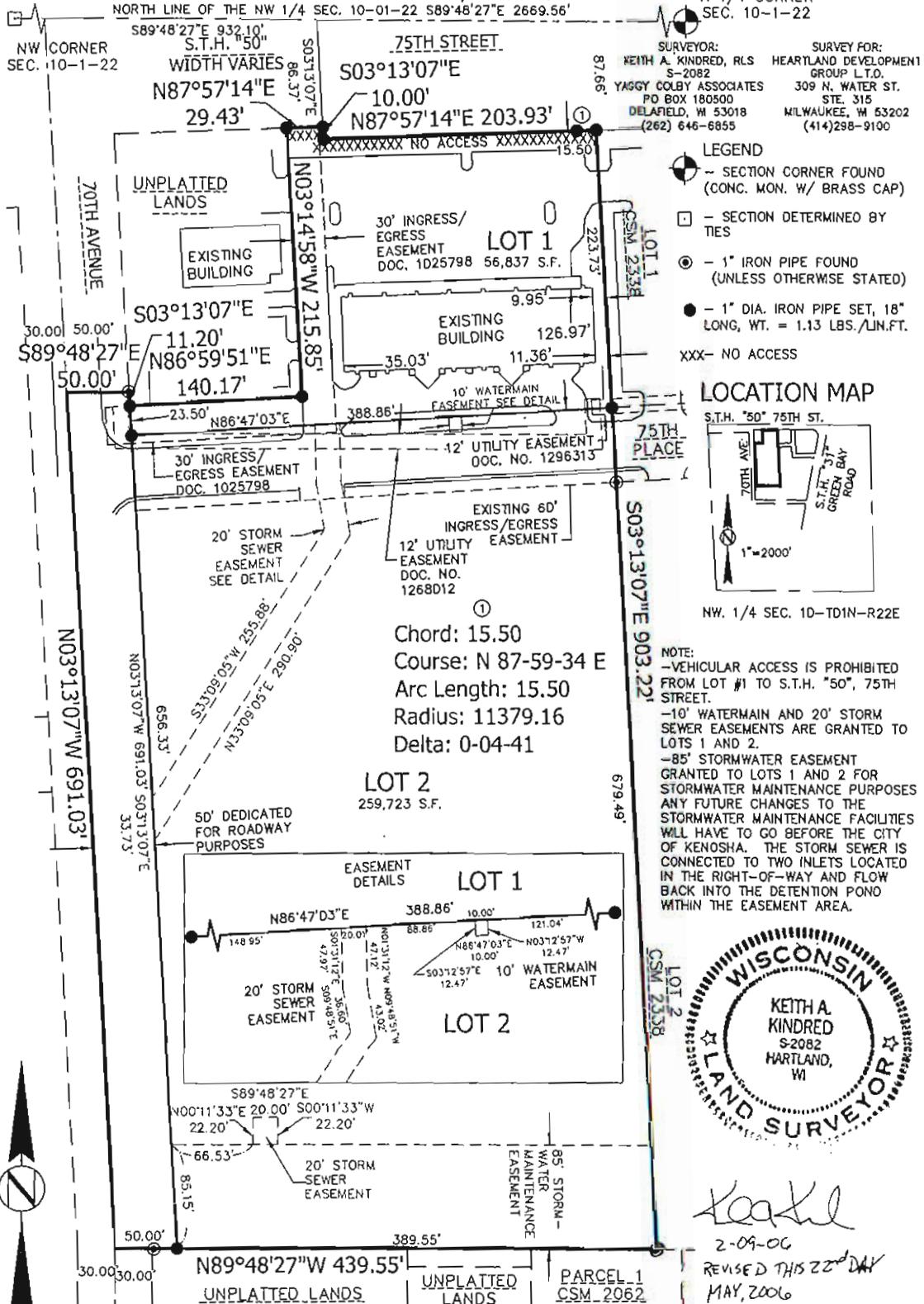
LEGAL DESCRIPTION OF PROPERTY

Lot 2, Certified Survey Map #2527, recorded with the Kenosha County Register of Deeds on June 6, 2006 as Document #1482509, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

EXHIBIT B
CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP NO. 2527

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Registered Land Surveyor hereby certify,

That I have surveyed, divided and mopped all that being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Commencing at the Northwest corner of the said Section 10; thence S.89°48'27"E., along the north line of the said Northwest 1/4, a distance of 932.10 feet; thence S.03°13'07"E., a distance of 86.37 feet to the point of beginning of the hereinafter described lands; thence continue S.03°13'07"E. along said line, a distance of 10.00 feet; thence N.87°57'14"E., a distance of 203.93 feet; thence 15.50 feet along the arc of a curve to the left, whose radius is 11,379.16 feet and whose chord bears N.87°59'34"E., a distance of 15.50 feet; thence S.03°13'07"E., a distance of 903.22 feet; thence N.89°48'27"W., a distance of 439.55 feet; thence N.03°13'07"W., a distance of 691.03 feet; thence S.89°48'27"E., a distance of 50.00 feet; thence S.03°13'07"E., a distance of 11.20 feet; thence N.86°59'51"E., a distance of 140.17 feet; thence N.03°14'58"W., a distance of 215.85 feet; thence N.87°57'14"E., a distance of 29.43 feet to the point of beginning. Said lands contain 354,050 square feet (8.13 acres).

That I have made such survey, land division and plat by the direction of Heartland Development Group L.T.D., owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Kenosha in surveying, dividing and mapping the same.

Dated this 9th day of FEBRUARY, 2006.

Keith A. Kindred

Keith A. Kindred, RLS 2082

REVISED THIS 4th DAY OF APRIL, 2006



CITY OF KENOSHA COMMON COUNCIL APPROVAL CERTIFICATE:

Approved by the Common Council on this _____ day of _____, 20__.

Ronald Frederick *Michael Higgins*
 John M. Antoramanian, Mayor Michael Higgins, Clerk
 Ronald Frederick, Acting Mayor

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

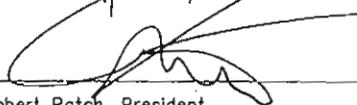
Heartland Development Group L.T.D., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot.

Heartland Development Group L.T.D. does further certify that this plot is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of Kenosha

IN WITNESS WHEREOF, said Heartland Development Group L.T.D., has caused these presents to be signed by Robert Patch, its President, at Milwaukee Wisconsin, and its corporate seal to be hereunto affixed on this 5th day of April, 2006

In Presence of:

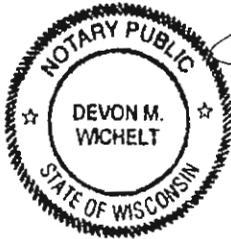


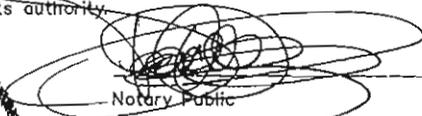
Robert Patch, President

STATE OF WISCONSIN)

Milwaukee COUNTY) SS

Personally come before me this 5th day of April, 2006, the above named Robert Patch, President, of the above named corporation, to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.





Notary Public

Milwaukee County, Wisconsin

My Commission Expires 2/14/2010



2-09-06
Keake
REVISED 4-04-06



Stock No. 26273

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SEC. 10, T.01N., R.22E., CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

CONSENT OF CORPORATE MORTGAGEE:

Charter One Bank N.A., a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plot, and does hereby consent to the above certificate of Heartland Development Group L.T.D., Owner.

IN WITNESS WHEREOF, said Charter One Bank N.A. has caused these presents to be signed by Jason Welch its Vice President, and countersigned by Julie Wireman its Secretary (cashier) at Hinsdale Illinois, and its corporate seal to be hereunto affixed this 12th day of April, 20 06.
In presence of:

_____ (Corporate Seal)	
Corporate Name	Countersigned
Vice President	Secretary (Cashier)

STATE OF Illinois)
DUPAGE COUNTY) SS)

Personally come before me this 12th day of APRIL, 20 06 the above named JASON WELCH Vice President, and JULIE WIREMAN Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal)
Notary Public, HINSDALE Illinois



My commission expires 10/26/2007



Keako
2-09-06

EXHIBIT C

CONDITIONAL USE PERMIT

Department of Community Development & Inspections
 625 52nd Street - Room 308
 Kenosha, Wisconsin 53140
 phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Sagewood Apartments	Date: March 10, 2014
Location:	7601 to 7617 70th Avenue	
Project Description:	A new 70-unit apartment complex	
Issued to:	William Bodner Bodner Property Management 11514 N. Port Washington Road - Suite 1 Mequon, WI 53092	
Architect/ Engineer/ Contractor: (if applicable)		
Approval Dates:	Common Council – September 16, 2013 Community Development & Inspections – N/A	
<ul style="list-style-type: none"> • Conditions of approval (see attachment) • Approval shall be void if a building permit is not obtained by <i>March 16, 2014</i> 		

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at bwilke@kenosha.org.



Brian Wilke
 Development Coordinator
 Community Development & Inspections

- c: Shelley Billingsley, Director of Engineering, Public Works
 Mike Callövi, Planning Technician, Community Development & Inspections
 Mike Higgins, Assessor
 Michael Moore, Commercial Building Inspector, Community Development & Inspections
 Jeffrey B. Labahn, Director, Community Development & Inspections
 Mike Lemens, Director, Public Works
 John W. Morrissey, Chief, Police Department
 Gail Rohde, Counter Clerk, Community Development & Inspections
 Patrick Ryan, Division Chief, Fire Prevention Bureau
 Ed St. Peter, General Manager, Kenosha Water Utility
 Debra Salas, City Clerk-Treasurer

Project Name:	Sagewood Apartments	Date: March 10, 2014
Location:	7601 to 7617 70th Avenue	

Conditions of Approval

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway, Sidewalk, Street Opening and Parking Lot permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any Occupancy permits, all parking areas, drives, designated paved areas and 70th Avenue shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of the Common Council approval. Building permits for all other buildings shall be obtained within two (2) years of the Common Council approval or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. 75th Place cross access shall be maintained to adjacent parcels.

EXHIBIT F

STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR
STORMWATER MAINTENANCE FACILITIES
BETWEEN THE CITY OF KENOSHA, WISCONSIN,
AND WAB HOLDINGS 70, LLC

Document Number

Document Title

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

03-122-10-226-052

Parcel Identification Numbers

STORMWATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR STORMWATER
MAINTENANCE FACILITIES

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

THIS AGREEMENT, effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("CITY") and WAB Holdings 70, LLC, a Wisconsin limited liability company with principal offices located at 11514 N. Port Washington Road, Suite 1, Mequon, Wisconsin, 53092 ("OWNER"), collectively referred to as the Parties.

WITNESSETH:

WHEREAS, WAB Holdings 70, LLC is the owner of real estate legally described on Exhibit A and shown as Lot 2 on Certified Survey Map No. 2527 attached as Exhibit B situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as "REAL ESTATE"; and,

WHEREAS, the CITY, the OWNER, and the OWNER'S successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that stormwater drainage facilities located within REAL ESTATE or any easement within REAL ESTATE, including pipes P-1 through P-23, retention/detention basins, outlet structures, and spillways, as shown on Exhibit B and the plans approved as part of the Development Agreement (hereinafter "Stormwater Management Facilities") be designed, constructed and maintained to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement; and

WHEREAS, the CITY requires that the Stormwater Management Facilities are adequately maintained by the OWNER and the OWNER'S successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for

the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, the Development Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements of the Parties, CITY and OWNER agree as follows:

1. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall regularly inspect the Stormwater Management Facilities as often as conditions require, but in any event at least twice each year. The Operation and Maintenance Report attached to this Agreement as Exhibit C, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed for a period of three (3) years following such inspection or maintenance. The Operation and Maintenance Reports and the Maintenance Log shall be made available to the City Stormwater Utility for review. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities. The inspections shall cover all Stormwater Management Facilities including, but not limited to, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Operation and Maintenance Report.

2. The OWNER and the OWNER'S successors and assigns, including any owners' association, shall adequately maintain all Stormwater Management Facilities, including, but not limited to, all pipes and channels built to convey stormwater to the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit D, and by this reference made a part hereof ("Maintenance Standards").

3. The OWNER and the OWNER'S successors and assigns, including any owners' association, hereby grant permission to the CITY, its authorized agents and employees, to enter upon the REAL ESTATE to inspect the Stormwater Management Facilities whenever the CITY deems necessary. The purpose of inspection is to determine compliance with Chapter XXXVI of the Code of General ordinances for the City of Kenosha, as may be amended from time to time, and this Agreement. The Director of the CITY Stormwater Utility, or designee thereof, shall provide the OWNER and the OWNER'S successors and assigns, including any owners' association, copies of the inspection findings and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the CITY Stormwater Utility.

4. If the OWNER or the OWNER'S successors and assigns, including any owners' association, fails to maintain the Stormwater Management Facilities in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the CITY Stormwater Utility, or designee thereof, and does not perform ~~the~~ required corrective actions in the specified time, the CITY may take one or more of the following actions:

a. Issue a citation to the OWNER or the OWNER'S successors and assigns under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.

b. Perform the corrective actions identified in the Inspection Report and assess the OWNER or the OWNER'S successors and assigns, including any owners' association, for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the REAL ESTATE as a special charge pursuant to Section 66.0627, Wisconsin Statutes. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement area for the Stormwater Management Facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair the Stormwater Management Facilities, and in no event shall this Agreement be construed to impose any such ~~obligation~~ on the CITY.

c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until OWNER submits a revised Operation and Maintenance Report or a minimum of one (1) year.

5. The OWNER and the OWNER'S successors and assigns, including any owners' association, will perform the work necessary to keep the Stormwater Management Facilities in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit D which may be amended from time to time.

6. In the event CITY, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the OWNER and the OWNER'S successors and assigns, including any owners' association, shall reimburse the CITY within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the CITY hereunder.

7. Under this Agreement, CITY assumes no responsibility or any liability in the event the Stormwater Management Facilities on the REAL ESTATE fail to operate properly and OWNER and the OWNER'S successors and assigns, including any owners' association, shall

indemnify, defend and hold harmless CITY, its officers, employees and agents against any such claims.

8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the OWNER and the OWNER'S administrators, executors, assigns, heirs and any other successors in interest, including any owners' association. The OWNER shall provide the Director of the CITY Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities..

9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or equivalent private delivery service, addressed to the respective Party at the addresses stated below:

a. OWNER:

WAB HOLDINGS 70, LLC
William Bodner, Managing Member
11514 N. Port Washington Road
Mequon, Wisconsin 53092

With copies to:

b. CITY:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha

625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the REAL ESTATE to the public. OWNER reserves all rights to use the REAL ESTATE for all purposes not inconsistent with the rights granted to the CITY herein or in that certain Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the OWNER and CITY in connection with the Stormwater Management Facilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

CITY OF KENOSHA, WISCONSIN,

A Wisconsin Municipal Corporation,

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Notary Public, Kenosha County, Wisconsin
My Commission expires/is: _____

WAB HOLDINGS 70, LLC
A Wisconsin Limited Liability Company

By: _____

Section 10, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin.

Exhibit C Operation and Maintenance Report

Owner: _____	Phone No.: _____
Parcel No.: _____	Address: _____
City: _____	State: _____
Zip: _____	Contact Name: _____

Date of Inspection (mm/dd/yy): _____	Inspection	<input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____
Time of Inspection	Start: _____	Name of Individual Performing Inspection (please print): _____
	End: _____	

Weather Conditions during Inspection: _____

Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
			Sediment Level	
Sediment Level				
Dredging Required	Yes	No		

Signature of Inspector _____	Date _____
Signature of Owner _____	Date _____

Exhibit D

Storm Water Maintenance Standards – Reference Only

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Detention Basins – General
 - a. Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the downstream pipes or drainage-way must be

removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. Mowing: At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate. Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
4. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.

7. Use of chemicals: No fertilizer or weed killer shall be used with the detention basin parcel.
 8. Alterations to the detention basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.
 9. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
 10. Sediment removal: Soundings shall be taken every 8 years after construction or dredging of the basin and then in 5 year intervals or at intervals agreed upon by the City based on the rate of sediment accumulation in the basin. When the average water depth of the permanent pool is 3.5 feet the entire basin will need to be dredged or excavated to a depth of a minimum of 5 feet.
7. Initial Detention Basin Maintenance: Prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE, Items 6.a.1., 3., 4., 5., 6. and 9. above must be completed and an Operation and Maintenance Report must be submitted to the City along with an as-built plan showing the above and below water contours of the detention basin. If the average depth of the detention basin is less than 3.5 feet, the detention basin must be dredged or excavated to a depth of a minimum of 5 feet prior to the issuance of any Temporary Certificate of Occupancy. If the average depth of the detention basin is greater than 3.5 feet, a proposed schedule for future soundings is required to be submitted to and approved by the City prior to the issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

EXHIBIT G

STORMWATER EASEMENT EXHIBIT

EXHIBIT D
SITE GRADING & EROSION CONTROL PLAN

EXHIBIT E
STORM SEWER PLAN

EXHIBIT H
STREET PLAN

EXHIBIT I
LIGHTING PLAN

EXHIBIT J
LANDSCAPING PLAN

These Exhibits are on file with the City of Kenosha, Department of Community Development & Inspections.

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 5
By the Mayor - To Approve a four-lot Certified Survey Map to be located at 3803 and 3809 7th Avenue. (Estes) (District #1) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3803 and 3809 7th Avenue
 Zoned: RG-1 General Residential

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Haugaard, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- In December of 2013, the applicant rezoned the properties on the attached Certified Survey Map to RG-1 General Residential. The applicant is now requesting to divide the property into buildable lots.
- The site currently has two (2) lots.
 - The applicant has also submitted a Lot Line Adjustment Survey (reviewed at a Staff Level) to adjust the existing lot line to the south to create one (1) buildable lot along 39th Street.
 - The remaining large lot would be divided into four (4) lots with the proposed Certified Survey Map.
- The lot along 39th Street would be buildable as a single-family residence. The four (4) other lots would be buildable as either single-family or two-family residences based on the lot width and area.
- The applicant is not a builder. He intends to sell the lots for development.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
- The plans generally comply with Chapter 17 of the Code of General Ordinances.

RECOMMENDATION:

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

RESOLUTION NO: ____ - 14

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP
Property located at 3803 and 3809 7th (Estes)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 3803 and 3809 7th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all storm water utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Compliance with the Kenosha Water Utility memo dated February 26, 2014.
7. The north line of the Quarter Section is shown as bearing N89°29'00"E. The Horizontal and Vertical Survey Control used by the City shows this line to bear N87°53'42"E. Revise every bearing to reflect this change.
8. The Legal Description on Sheet Two does not tie the CSM to a USPLS. Section 17.07 (D) requires that a Certified Survey be tied "...to one or more of the section or quarter corners...".
9. A graphic scale shall be added.
10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2014

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections

/u2/acct/cp/ckays/1CPC/2014/MAR20/resol-csm-estes.odt

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 653-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Ian C. Bagley, P.E., Water Engineer

Date: February 26, 2014

Subject: Estes Certified Survey Map

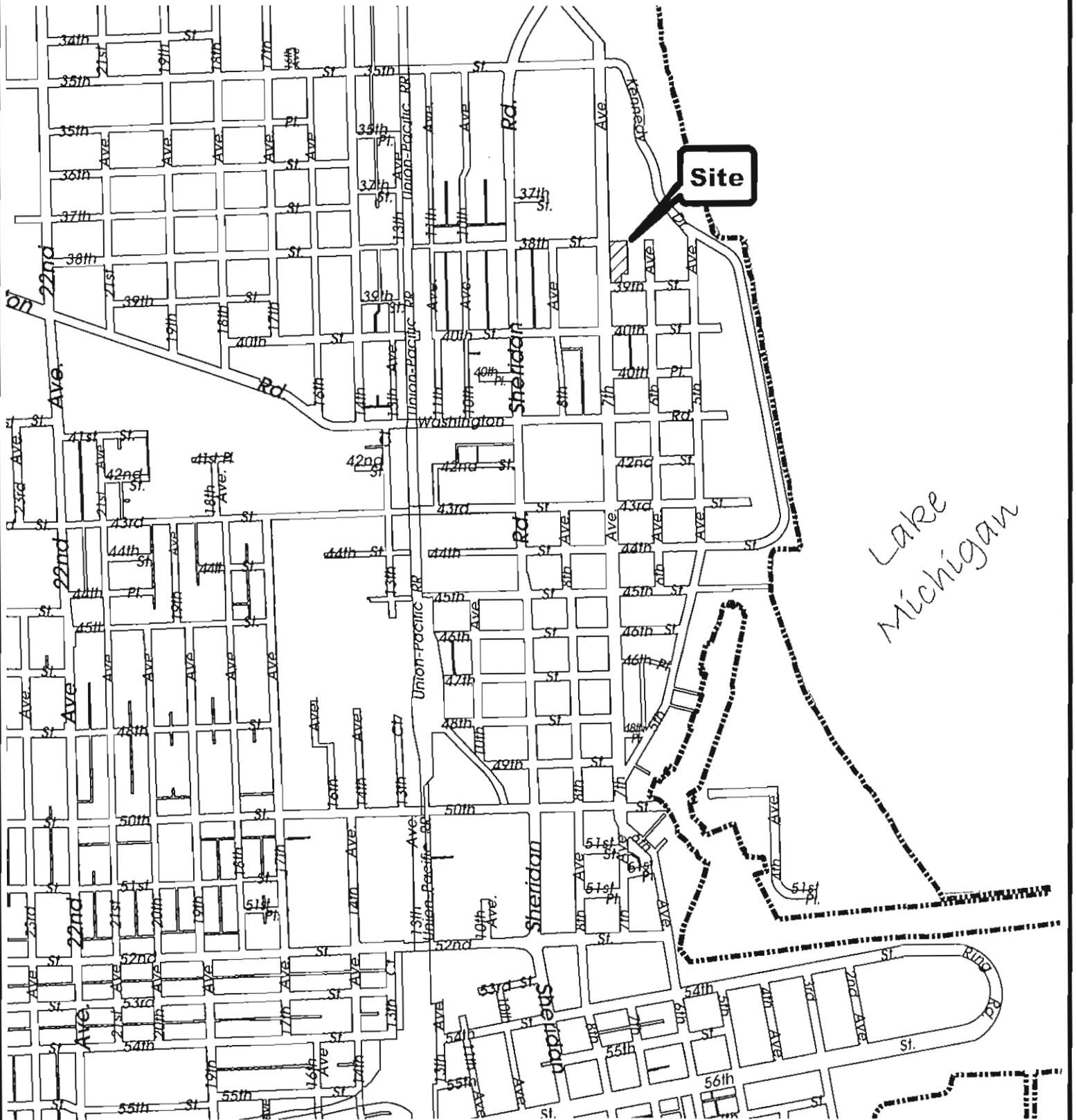
Location: 3803 and 3809 7th Avenue

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. KWU recommends the project for approval subject to the following conditions:

1. Sanitary sewer and water main service stubs are not available for each lot per KWU records. Additionally, due to the age of the sanitary sewer and water main service stubs (well over 100 years), KWU will require new sanitary sewer and water services for each parcel including the parcel south of Lot 4.
2. Each new 1" water service will require a \$400 fee for tapping the water main and installing the water service to the curb stop. Excavation and restoration will be performed by the developer's contractor. Additionally, each new service will incur a sewer connection fee of \$3,281.00 under the assumption that each service will not require a meter larger than 3/4". These fees must be paid prior to connecting to the water main.
3. The developer's contractor will be responsible for installing the sanitary sewer services, but KWU personnel must be notified a minimum of 24 hours in advance of connection so that they may be on site to inspect. A \$70 sewer connection inspection fee must be paid for each service.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha Estes Certified Survey Map

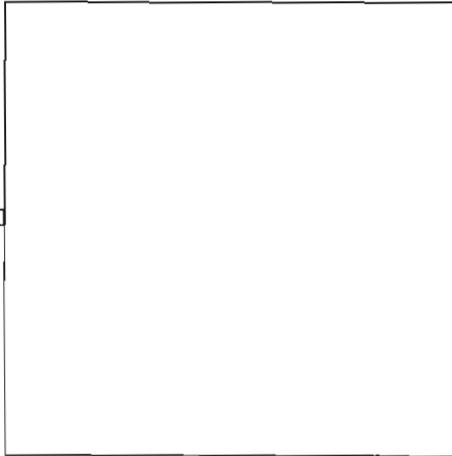
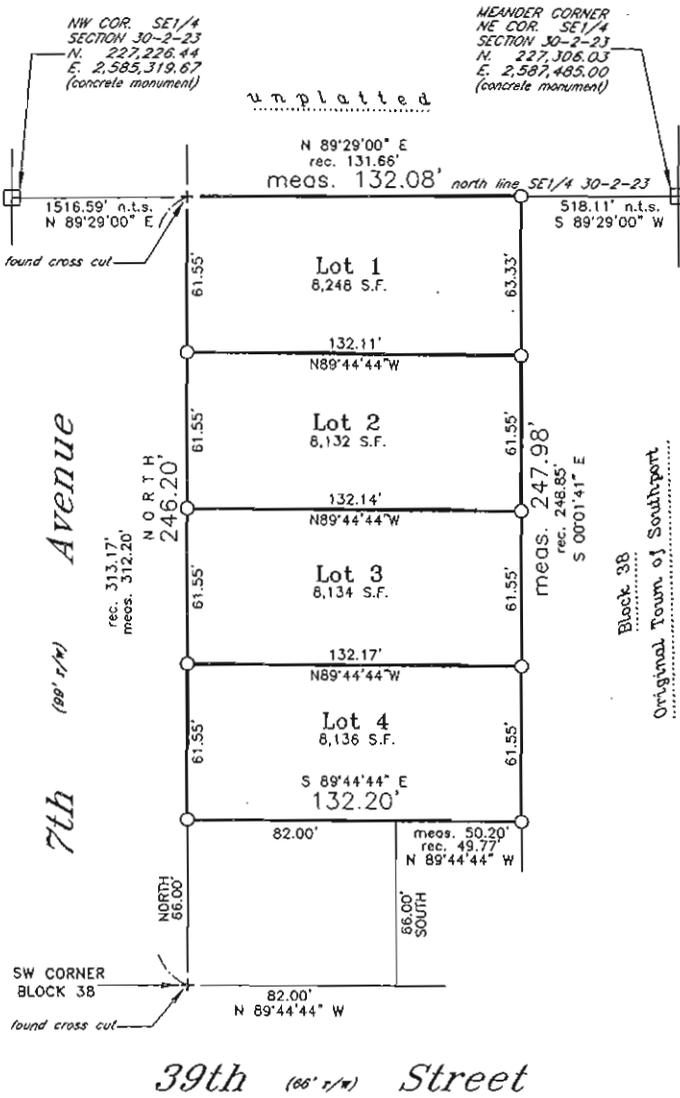


Site

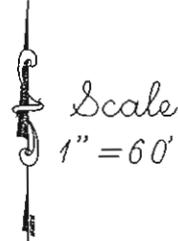
Lake Michigan



0 210 420 630 840 1,050 Feet



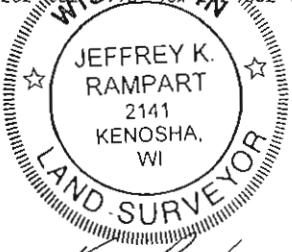
denotes 1" x 2" iron pipe
(weight: 1.13 lbs per foot)



BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF 7TH AVENUE AS ASSUMED NORTH AND SOUTH

NOTE: Lots shown hereon are served by public sanitary sewer and public water.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE
KENOSHA, WI 53143
ph. 262-525-5111 fax 262-525-9695



WISCONSIN REGISTERED LAND SURVEYOR
Dated... February 12, 2014...

SHEET ONE OF TWO SHEETS

CERTIFIED SURVEY MAP

- for -
OWNER(S)/DEVELOPER:

Steven F. Estes
216 Candia Lane
Cary, N.C. 27519
(919-889-1771)

in SE 1/4 Section 30-2-23

CITY OF KENOSHA
KENOSHA COUNTY, WIS.

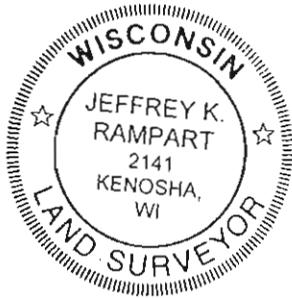
CERTIFIED SURVEY MAP NO.....

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plot of record; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commence at the southwest corner of said Block 38; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning.

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the City of Kenosha Land Division and Platting Ordinance.



Dated this 12th day of February, 2014.

SURVEYOR.....*JKR*.....
JEFFREY K. RAMPART (S-2141)
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we) hereby certify that we caused the land described on this plat to be surveyed, divided and mopped as represented on this plat.

OWNER.....
STEVEN F. ESTES

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally come before me this day of, 20__, the above named Steven F. Estes, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....
NOTARY PUBLIC
PRINT NAME HERE.....

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha on this day of, 20__.

APPROVED.....
KEITH G. BOSMAN, Mayor

PRINT NAME HERE.....

I hereby certify that the foregoing is a copy of resolution number _____ adopted by the Common Council of the City of Kenosha.

OWNER(S)/DEVELOPER:
Steven F. Estes
216 Candia Lane
Cary, N.C. 27519
(919-889-1771)

CITY CLERK/TREASURER.....
DEB SALAS

PRINT NAME HERE.....

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: _____

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant [Please print]:

 Stephen F. ESTES
 216 Candia Lane, Cary NC 27519
 Phone: 919-889-1771
 Fax: _____
 E-Mail: estesd@home@yahoo.com

Name and Address of Architect/Engineer [Please print]:

 Phone: _____
 Fax: _____
 E-Mail: _____

Name and Address of Property Owner (if other than applicant)[Please print]:

 Phone: _____
 Fax: _____
 E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 3803 & 3809 - 7th AVENUE
 11-223-30-403-001 & -002

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input checked="" type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input checked="" type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

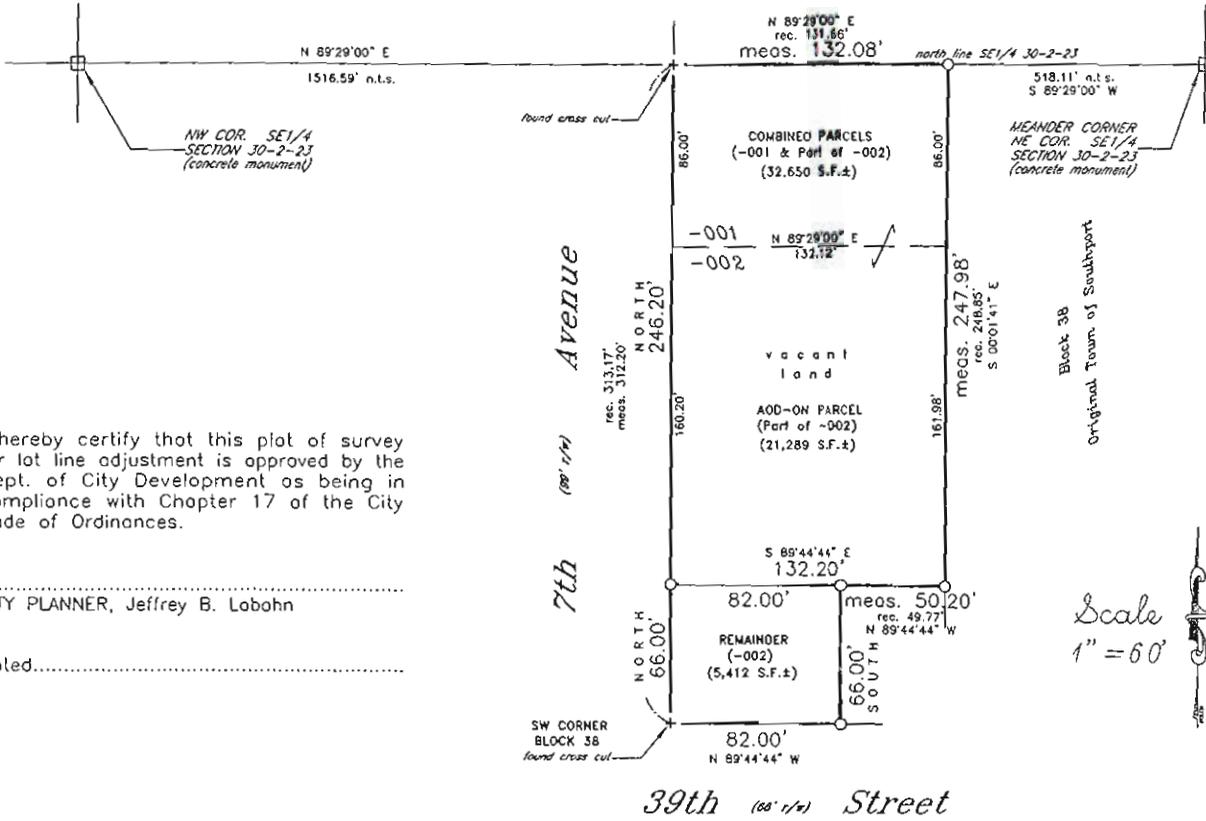
Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

addresses: 3803 & 3809 - 7th Avenue

*Lot Line Adjustment Survey included for reference only.



I hereby certify that this plot of survey for lot line adjustment is approved by the Dept. of City Development as being in compliance with Chapter 17 of the City Code of Ordinances.

CITY PLANNER, Jeffrey B. Lobohn

Dated.....

LEGAL DESCRIPTIONS FOR LOT LINE ADJUSTMENT (PRECEDE WITH THE FOLLOWING PREAMBLE): Part of Block 38 in ORIGINAL TOWN OF SOUTHPORT, a plot on file and of record in the Kenosha County Land Registry; lying and being in part of the Southeast Quarter of Section 30, Town 2 North, Range 23 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:
PARCEL TO BE DETACHED FROM TAX KEY NO: 11-223-30-403-002 AND ADD-ON PARCEL TO TAX KEY NO: 11-223-30-403-001:

Commence at the southwest corner of Block 38 of said Original Town of Southport, c plot of record; thence North 66.00 feet to the point of beginning; thence continue North 160.20 feet; thence N89°29'00"E parallel to the north line of said quarter section 132.12 feet; thence S00°01'41"E 161.98 feet; thence N89°44'44"W 132.20 feet to the point of beginning; containing 21,289 square feet, more or less.

LEGAL DESCRIPTION OF PROPOSED COMBINED PARCELS (-001 & port of -002):

Commence at the southwest corner of Block 38 of said Original Town of Southport, a plot of record; thence North 66.00 feet to the point of beginning; thence continue North 246.20 feet to the north line of said quarter section at a point which is 1516.59 feet N89°29'00"E from the northwest corner of said quarter section; thence N89°29'00"E along said north line 132.08 feet; thence S00°01'41"E 247.98 feet; thence N89°44'44"W 132.20 feet to the southwest corner of said Block 38 and the point of beginning; containing 32,650 square feet, more or less.

REMAINDER OF TAX KEY NO: 11-223-30-403-002: Beginning at the southwest corner of Block 38 of said subdivision; thence North 66.00 feet; thence S89°44'44"E 82.00 feet; thence South 66.00 feet; thence N89°44'44"W 82.00 feet to the southwest corner of said Block 38 and the point of beginning; containing 5,412 square feet, more or less.

Refer to a current title report for easements or restrictions which may affect the use of these sites that are not shown on the recorded subdivision plot.

J.K.R. SURVEYING, INC.
 8121 22ND AVENUE
 KENOSHA, WI 53143



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.

[Signature]
 Reg. Land Surveyor
 February 7, 2013

Plat of Survey for Lot Line Adjustment

BETWEEN TAX KEY NOS:

11-223-30-403-001 & -002

in SE1/4 Section 30-2-23

CITY OF KENOSHA
 KENOSHA COUNTY, WIS.

-for-
 Steve F. Estes

Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 6500 Green Bay Road
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The City Plan Commission denied this request, 6-0, at their February 6, 2014 meeting.
- The Common Council deferred the request for two weeks on February 19, 2014 and then referred it back to the City Plan Commission at their March 3, 2014 meeting. The discussion at that meeting of the Common Council focused on "seasonal" lawn and garden displays which are permitted at some sites.
- It should be noted that KMart and Shopko utilize outdoor displays of plants and related accessories each year. However, these stores pre-date the current Zoning Ordinance standards.
 - KMart annually request outdoor display from early early April to the end of July.
 - Shopko requests permits for a greenhouse from mid-March to the end of August.
- The applicant has submitted the attached updated request to amend the Conditional Use Permit. This proposal requests to have live nursery stock outside the Garden Department (Area 3) and tractors and grills next to the front entrance (Areas 4 and 5) from mid-March to Labor Day. No lumber would be stored outdoors at any time.
- Also, Prairieside True Value at 3755 80th Street has a greenhouse and display of plants in their parking lot from mid-April to mid-July. They received approval for this green house.
- The applicant stated that this outdoor display is needed to stay competitive with Shopko and KMart. However, their closest competitor, Menards, has the same condition as Lowes (the condition that prohibits outdoor display/storage) and they are able to comply with the condition. Also, Meijer has the same condition along with several gas stations.
- The proposed display area will cover over half the building frontage. Unlike Shopko and KMart, Lowes is proposing to store other items out front including grills and lawn tractors.
- Staff does not support the request to allow additional outdoor display/storage at this location as requested by the applicant. If the Commission wants to allow some type of display, the display should be limited to plants and only in front of the Garden Center, Area 3 on the map.

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	March 20, 2014	Item 6 Page 2
Request to Amend the Conditional Use Permit for Lowe's Home Improvement Store at 6500 Green Bay Road to allow for an outdoor display area. (Lowe's) (District #16) PUBLIC HEARING			

RECOMMENDATION:

A recommendation is made to deny the request to amend the Conditional Use Permit based on inconsistency with previous approvals.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

Updated Request for Lowes Home Improvement to Amend the Conditional Use Permit

Purpose: To utilize designated space within parameters to increase inventory and profitability throughout the store as it relates to seasonal merchandise. This will allow us to remain consistent with local retailers, competitive, and keep the necessary on hands and selections that we are trending year after year for our Customers in Kenosha.

What and Where: We would like to designate three seasonal areas that are marked on the original blue print. This blue print was handed out at the last zoning and planning meeting. They are identified as the following:

Numbers are referred to be the same as the original blue print:

4. Seasonal Tractor Display area.

5. Seasonal Grill Area

3. Live Nursery across the fence line in our Outside Garden Department

Just like our Competitors (ShopKo and Kmart) the seasonal display area will be valid from the weather breaking in mid March through Labor Day.

All displays will be on the concrete apron of the store.

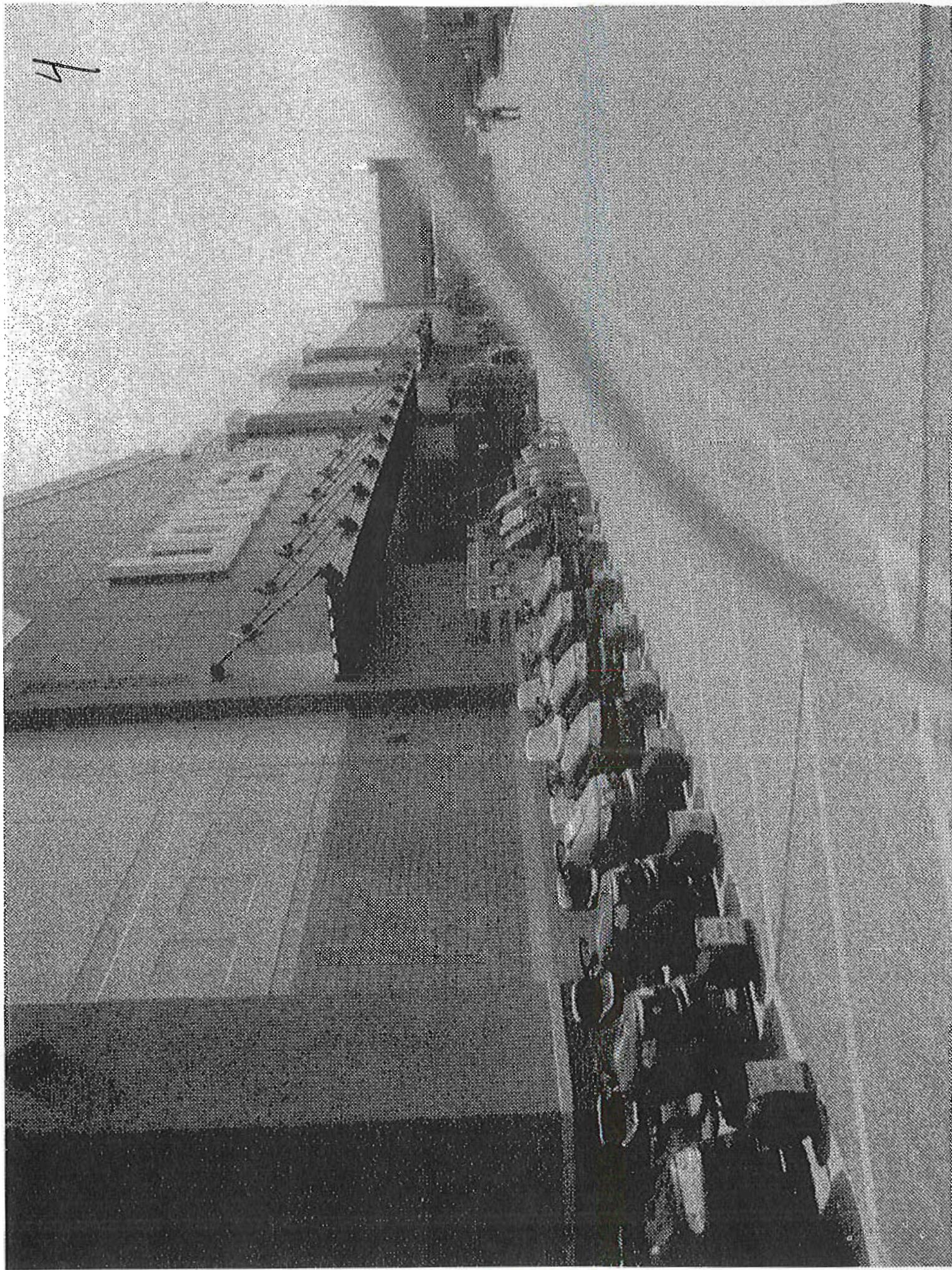
The fire line notated in our blue print will not be utilized nor will any emergency door be blocked or restricted.

Everything is secured from a Loss Prevention/Safety stand point.

Lowes has strict merchandising standards which include shop ability and cleanliness. Clutter is nonexistent in Lowes vocabulary.

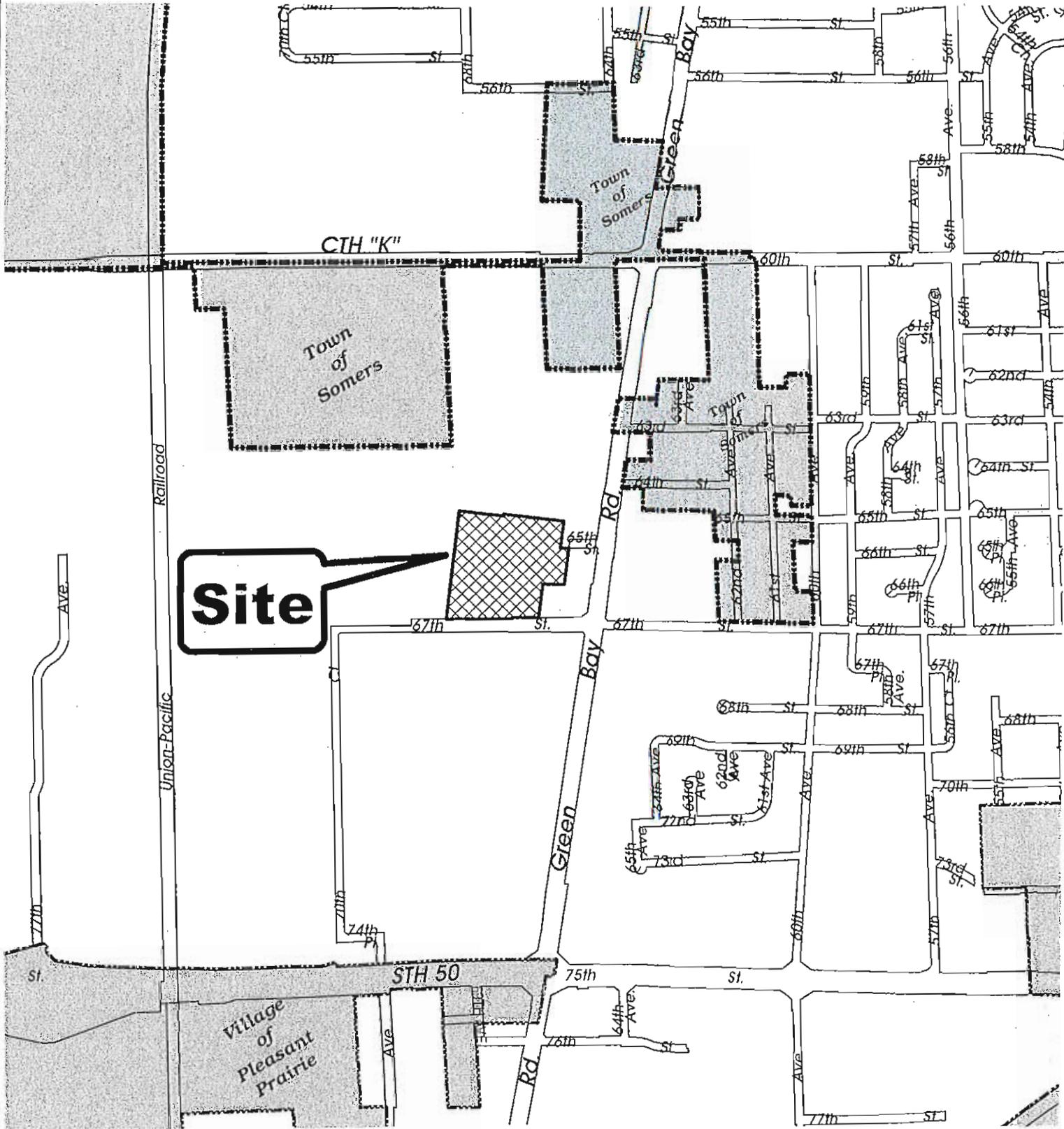
Public safety will not be jeopardized. No entrance and or exits are blocked with several entry ways into the building.

4





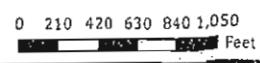
City of Kenosha Lowe's Home Improvement CUP Amendment



Site



--- Municipal Boundary



ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

3.14 B-2 COMMUNITY BUSINESS DISTRICT

The primary purpose and characteristics of the B-2 Community Business District are intended to accommodate the needs of a larger consumer population than is served by the B-1 Neighborhood Business District, thereby permitting a wider range of uses and development sizes for both convenience and community shopping.

A. Permitted Uses.

1. Hotels and motels existing on the effective date of this Ordinance.
2. **Convenience Retail and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:
 - a. Bakery, retail.
 - b. Barber shop.
 - c. Beauty or styling salon.
 - d. Bicycle sales, rental and repair shop.
 - e. Book and stationery shop, newsstand; excluding adult uses, as defined.
 - f. Camera and photographic supply store, including drive-in, pickup/drop-off centers.
 - g. Candy and ice cream store.
 - h. Clothes and costume rental service.
 - i. Coffee shop.
 - j. Dressmaking and tailor shop.
 - k. Drugstore.
 - l. Florist shop.
 - m. Food store; grocery; meat, poultry and fish market; and delicatessen; including the use of controlled atmosphere smoke producing and processing equipment for retail and customer order purposes.
 - n. Gift or antique shop.
 - o. Hobby shop.
 - p. Jewelry store.
 - q. Laundromat and dry cleaning establishment, including clothes or garment pickup/drop-off facilities.
 - r. Locksmith.
 - s. Office supply store.
 - t. Package beverage store, including drive through facilities.
 - u. Pet shop.
 - v. Photocopying center.
 - w. Record or tape store.
 - x. Repair, rental, and servicing of any article the sale of which is a permitted use in the B-2 District, except automobile body repair.
 - y. Restaurant, including drive-in and outdoor cafe restaurants and refreshment stands.
 - z. Secondhand Article Dealer.
 - aa. Shoe repair and combination shoe sales store.
 - bb. Tobacco and pipe shop.
 - cc. Travel bureau and transportation ticket.
 - dd. Upholstering shop.
 - ee. Artisan Studio.
3. **General Merchandise and Service Stores** as follows, all conducted wholly within an enclosed building, except as provided for herein:
 - a. Apparel store.
 - b. Business machine sales and service.
 - c. Catalog and mail-order store.
 - d. Department store, including outdoor storage areas of building and garden supplies, as permitted in

ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

§3.14 A.9.i. of this Ordinance.

- e. Drapery, curtain, and fabric store.
- f. Flea market.
- g. Furniture and home furnishing store.
- h. Furriers and fur shops.
- i. Household appliance store.
- j. Interior decorating and picture framing studio.
- k. Leather goods and luggage store.
- l. Musical instrument store.
- m. Opticians sales.
- n. Orthopedic and medical appliance store.
- o. Radio, television, stereophonic and other electronic appliance store.
- p. Shoe and boot store.
- q. Sporting goods and trophy store.
- r. Toy store.
- s. Variety store.

4. Miscellaneous retail building, home improvement and gardening supply stores and uses as follows:

a. **Building supply store**, not involving the manufacture, treatment, or processing of any product, or the cutting or planing of any product other than cutting or planing which is incidental or essential to the retail business. All storage which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

b. **Carpenter, electrical, plumbing, heating and air conditioning shop, showroom and storage area**, all conducted wholly within completely enclosed buildings.

c. **Feed and fuel store**. All storage of feed or fuel which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

d. **Floor covering and carpet store**, all conducted wholly within a completely enclosed building.

e. **Garden supply, commercial nursery, greenhouse or orchard**. All storage of supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or located in accessory outdoor storage areas in a manner which constitutes an effective screen from the residential district.

f. **Hardware store**. All storage of building or garden supplies which is adjacent to or across an alley from any residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

g. **Mobile or manufactured homes sales and services centers, excluding construction**. All storage of mobile or manufactured homes which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

h. **Paint, glass and wallpaper store**, all conducted wholly within a completely enclosed building.

i. **Storage areas of a department store containing building or garden supplies** provided that when such areas are adjacent to or across an alley from a residential district, such storage is within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

j. **Tool and equipment rental store**. All storage of retail or rental tools and equipment which is adjacent to or across an alley from a residential district shall be within completely enclosed buildings or contained within accessory outdoor storage areas effectively screened from the residential district.

5. Miscellaneous Retail and Services Uses as follows, all conducted wholly within a completely enclosed building except as provided for herein:

a. **Amusement enterprises and pool halls**. No amusement enterprise or pool hall shall be located within one thousand (1,000') feet, as measured by the most direct means, from lot line to lot line of any

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Kenosha Lowe's #2560 Front Apron Layout

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="radio"/>	Name and Address of Applicant (Please print): Lowes Home Improvement Center Jeff Winiarski - Store Manager 6500 Green Bay Road Kenosha, WI 53142	Phone: <u>(262) 653-8770</u> Fax: <u>(262) 653-8771</u> E-Mail: <u>Jeffery.j.winiarski@store.lowes.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)(Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 6500 Green Bay Road, Kenosha, Wisconsin 53142
 Store Front

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045

Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:	Building or Addition Square Footage: <u>116K Wide/135,452 square feet</u> Existing Building Size: <u>116K Wide/135,452 square feet</u> Site Size: <u>N/A</u> Current # of Employees <u>115</u> Anticipated # of New Employees <u>35 spring hires</u> Anticipated Value of Improvements <u>Increase in Inventory/Overall Revenue</u>			
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 			
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) ➤ Sample Board containing colored samples of all exterior building materials 			
Fees:	Level 1	<u>Building or Addition Size</u> < = 10,000 sq. ft.	<u>Site size</u> < = 1 acre	<u>Review Fee</u> \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 			
Appendices to Review:	➤ All			
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 			

The conditional use permit plans, *prepared to a standard engineering scale*, shall be submitted with this application & shall include the following information:

Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

Department of City Development
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4030, (262) 653-4045 (fax)

Conditional Use Permit Approval

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	
Issued to:	Mr. Evan Vlaeminck Lowe's Home Improvement 1962 McDowell Road - Suite B-03 Naperville, IL 60563	
Architect/Engineer/ Contractor (if applicable):	Mr. Joseph Vavrina Smith Engineering 4500 Prime Parkway McHenry, IL 60050	
Approval Date(s):	City Plan Commission - July 22, 2004 / December 9, 2004 (extension) Department of City Development - May 13, 2005	
	<ul style="list-style-type: none">• Conditions of approval (see attachment)• Conditional use permit shall be null and void if a building permit is not obtained by: July 22, 2005	

Any questions regarding the approved conditional use permit should be directed to Jeffrey Labahn, Assistant City Planner, or Rich Schroeder, Development Coordinator, at 262-653-4030.


Ray Forgianni, Jr., Director
Department of City Development

cc Ed St. Peter, Water Utility Manager
Daniel Wade, Police Chief
Ron Bursek, Public Works Administrator
Jim Schultz, Director of Neighborhood Services and Inspections
Patrick Ryan, Fire Prevention Bureau Chief
Mike Higgins, City Assessor
Paula Blise, Zoning Coordinator
Nick Torcivia, Senior Building Inspector

Project Name:	Lowe's	Date: May 13, 2005
Location:	6500 Green Bay Road	

Conditions of Approval:

1. Applicant shall obtain erosion control, building, fence, plumbing, electrical, occupancy and any other required construction permits from the Department of Neighborhood Services and Inspections.
2. Applicant shall obtain sidewalk, street opening, driveway and parking lot permits from the Department of Public Works.
3. All signs shall comply with Chapter 15 of the Code of General Ordinances and sign permits shall be obtained from the Department of Neighborhood Services and Inspections. The Unified Business Center is only permitted to have two (2) pylon signs on STH 31.
4. Storm water detention basins shall be constructed and operational prior to the issuance of any occupancy permit.
5. Applicant shall meet all applicable conditions of approval and obtain a permit by July 22, 2005 or the conditional use permit shall be null and void per Section 4.04I of the Zoning Ordinance.
6. Compliance with all City and State codes and ordinances and with any conditions noted in the recorded Developers Agreement.
7. Any changes to the approved plans shall require an amendment to the approved conditional use permit. All changes shall be submitted to the Department of City Development for review and approval.
8. The development shall be constructed in accordance with the approved plans on file with the Department of City Development. All parking areas, drives, and designated paved areas shall be paved, building exterior completed and site lighting installed prior to the issuance of any occupancy permits. All other improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final occupancy permit.
9. All off site improvements required under the Developers Agreement and the approved Traffic Impact Analysis shall be completed prior to the issuance of any occupancy permit.
10. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.
11. All trash containers shall be stored within the enclosure.
12. All vehicles shall be parked on the designated paved areas.
- ➔ 13. Outdoor display of products is prohibited, except within the Garden Center fence.
14. Applicant shall install motion sensors and other safety devices as approved by Staff at the parking/truck intersection.
15. All rooftop mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.