Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 1
By the Mayor - Resolution to approve a one-lot Certified Survey Map for property at 3501 120th Avenue, (Project Onyx) (District 16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3501 120th Ave
Zoned: M-2 Heavy Manufacturing/AIR-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The City previously approved a Certified Survey Map to create two (2) lots for the Amazon project. Lot 1 is the 1,000,000 square foot Fulfillment Center and Lot 2 is the 500,000 square foot Sortation Center.
- The developer has purchased the four (4) residential properties located on 38th Street at the south end of this project site. The properties have been attached to the City from the Town of Somers and rezoned to M-2 Heavy Manufacturing. The developer has now submitted the attached Certified Survey Map to combine the four (4) lots with the main development parcel.
- The Certified Survey Map has been reviewed by City Departments. Their comments are included in the attached resolution.

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

/u2/acct/cp/crobynm/cpc/July24/1fact-csm-onyx.odt

RESOLUTION NO: _____- 14

BY: THE MAYOR

TO APPROVE ONE-LOT CERTIFIED SURVEY MAP
Property located at 3501 120th Avenue (Project Onyx)

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to five (5) parcels located at 3501 120th 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. 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

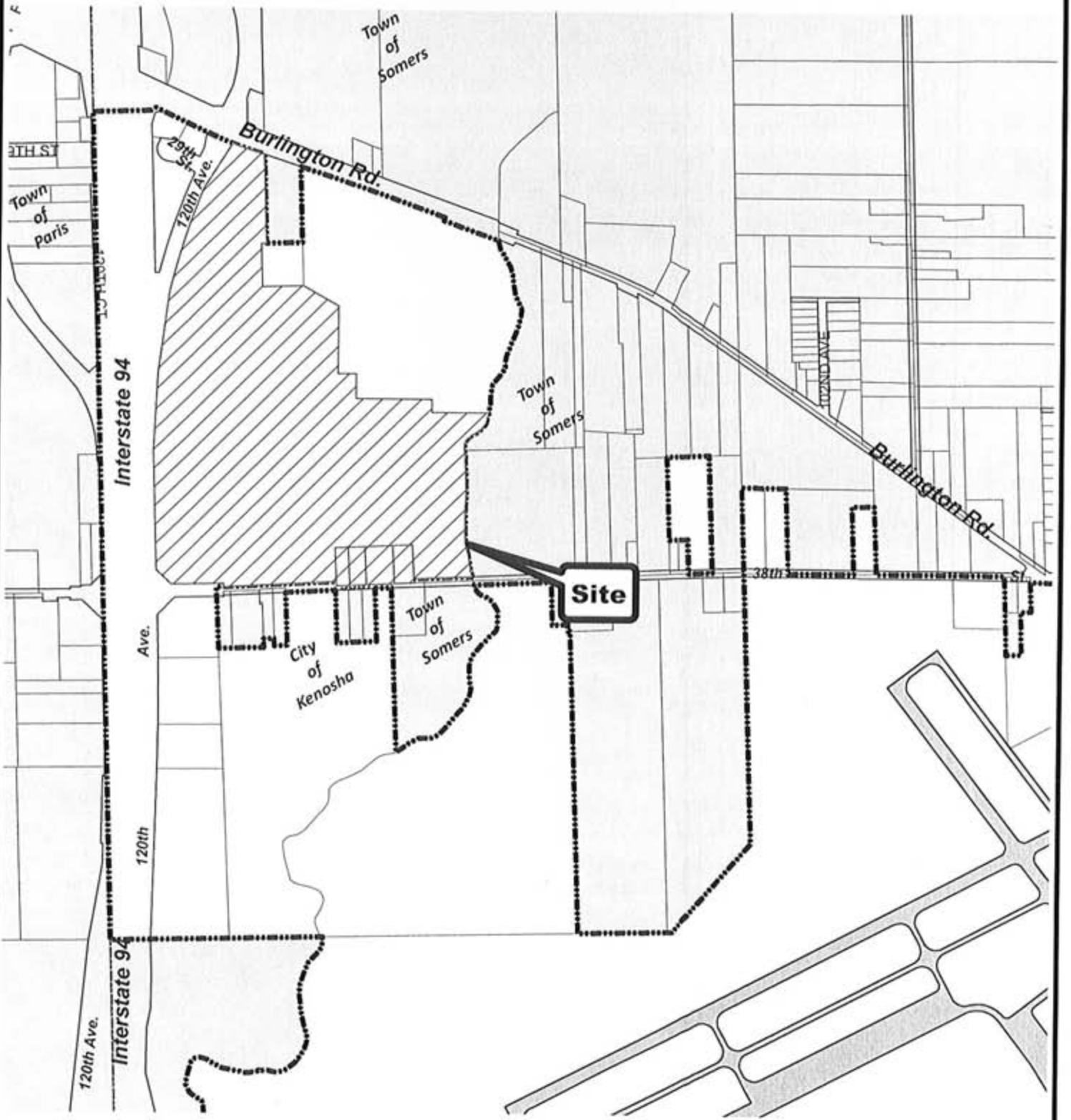
ATTEST: _____
Debra L. Salas, City Clerk-Treasurer

APPROVE: _____
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections
/u2/acct/cp/crobynm/cpc/July24/3resol-csm-072414.odt

City of Kenosha

Vicinity Map
Project Onyx 1-Lot CSM



DCD! ~ Planning & Zoning Division ~ JBL ~ BRW ~ July 17, 2014 ~ mc

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Project Onyx

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

(●) Name and Address of Applicant [Please print]:
KTR WIS III LLC
Attn: Jeffrey A. Zygler
300 Barr Harbor Drive, Suite 150
Conshohocken, PA 19428

Phone: 212.710.5072
Fax: 212.710.5061
E-Mail: jzygler@ktrcapital.com

( ) Name and Address of Architect/Engineer [Please print]:
Pinnacle Engineering Group
ATTN: Adam Artz
15850 W. Bluemound Road Suite 310
Brookfield, WI 53005

Phone: 262-754-8888
Fax: 262-754-8850
E-Mail: adam.artz@pinnacle-engr.com

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
Next Partners
ATTN: Phil Jennings
614 West Doty Street Suite 108
Madison, WI 53703

Phone: 649-665-1337
Fax:
E-Mail: phil@nextpartners.us

Project Location

Location of Development (street address and / or parcel number): Multiple parcels generally described as the land east of I-94, south of STH 142/CTH S, north of 38th Street, and west of the Kilbourn Road Ditch.

Type of Land Development

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

[✓]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[ ]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	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 1
CERTIFIED SURVEY MAP

Additional Information Required:	**Number of Lots:** 1 **Zoning District:** Manufacturing **Proposed Zoning Change, if any:** N/A
Submittal Requirements:	➢ **Ten (10) copies of Certified Survey Map (Applicant to keep original)** ➢ **Four (4) copies of Drainage Plan (when required)** ➢ **Signed Checklist below**
Fees:	➢ **2-Lot Certified Survey Map = $750** ➢ **3-Lot Certified Survey Map = $800** ➢ **4-Lot Certified Survey Map = $850** ➢ **With a Developer's Agreement = $1,500** ➢ **Re-submittals = $400** **Miscellaneous fees** ➢ **All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.**
Park Fees:	➢ **Five percent (5%) of the value of the property, but not less than $1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.**
Appendices to Review:	➢ **D, E, F and G**
Approximate Review Time:	➢ **45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)**

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

Checklist to be completed and signed:

___ Scale and north arrow
___ Scale of plans less than or equal to 1" = 100'
___ Date of original and revisions noted
___ Certification from surveyor that Plat complies with Chapter 17
___ Reproducible paper less than 36" in width
___ Location of all existing structures and first floor elevations
___ Location of utility and drainage easements
___ Exact length and bearing of the centerline of all streets
___ Exact street width along the line of any obliquely intersecting street
___ Railway rights-of-way within and abutting the plat
___ Location and size of all lands to be dedicated for public use (when required)
___ Comprehensive drainage plan
___ Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)
___ Major street setback or WisDOT setbacks (if applicable)
___ Map shows entirety of all parcels in proposed certified survey map

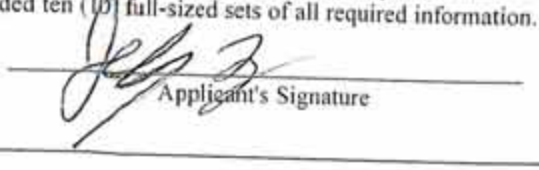
Checklist to be completed and signed:

___ Floodplain limits of the 100 year recurrence interval flood
___ Location of any wetlands, shoreland, or other environmental areas (if applicable)

Plans to be submitted (when applicable)

___ Street plans and profiles
___ Sanitary sewer plans and profiles
___ Storm sewer plans
___ Grading/drainage plans
___ Water main plans and profiles
___ Erosion control plans
___ Landscape plans

I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.



Applicant's Signature

CERTIFIED SURVEY MAP NO. _____

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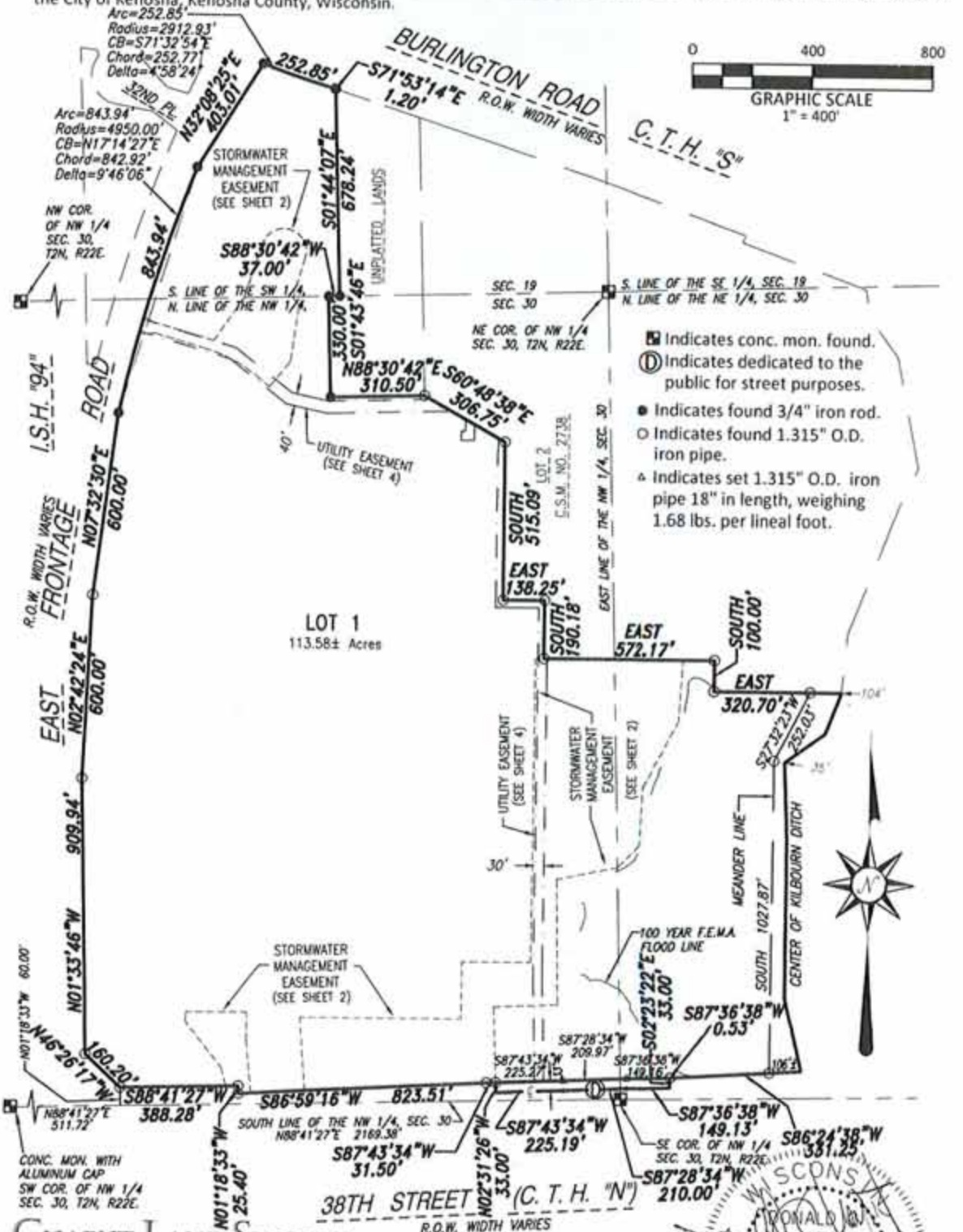


CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

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

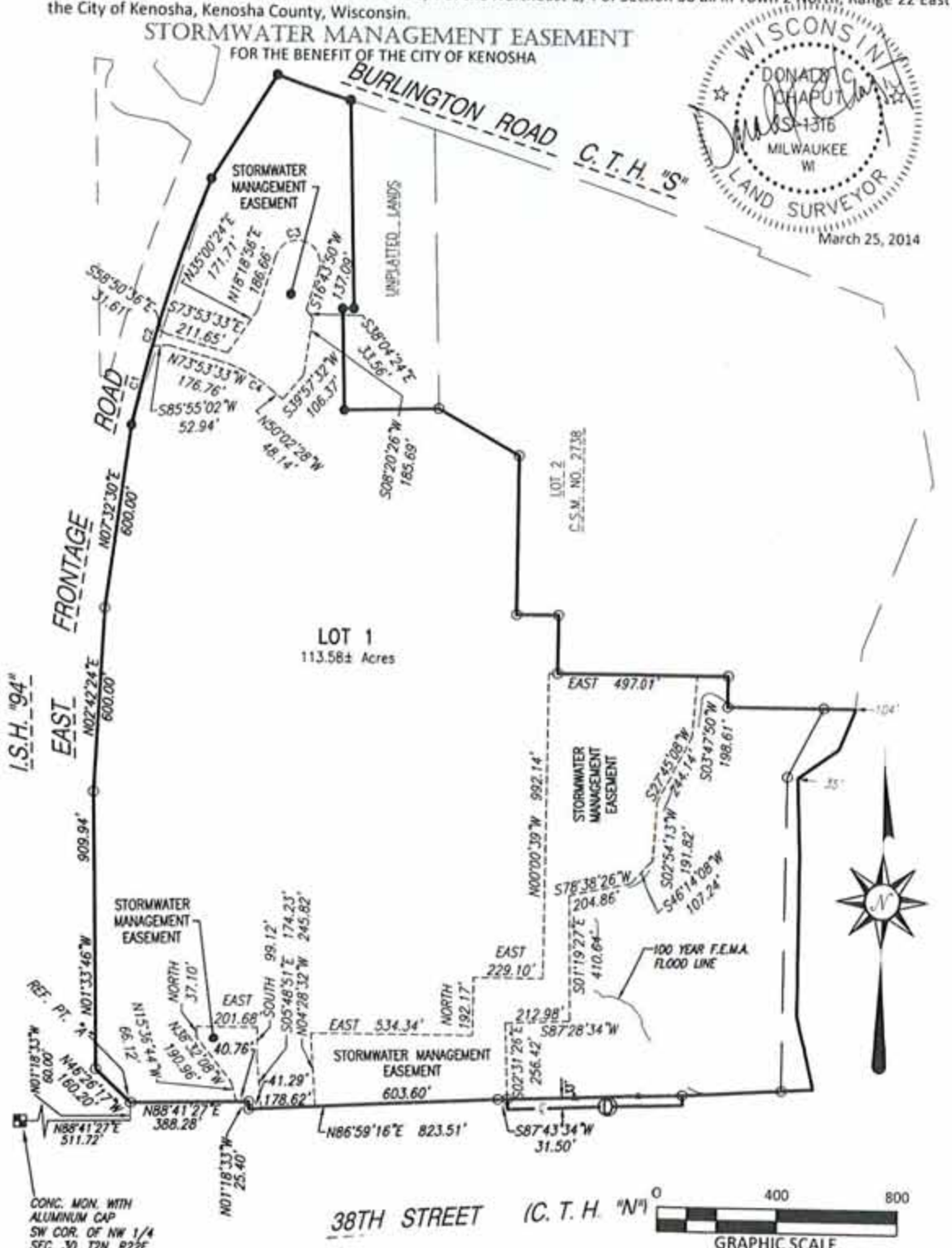
WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

March 25, 2014

Drawing No. 1281-grb

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	264.62'	4950.00'	3°03'43"	N13°53'18"E	264.59'
C2	59.48'	4950.00'	0°41'19"	N15°45'50"E	59.48'
C3	231.30'	74.28'	178°24'54"	S72°28'37"E	148.54'
C4	196.07'	471.00'	23°51'05"	N61°58'00"W	194.66'

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

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Drawing No. 1281-grb
Sheet 2 of 7 Sheets

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STORMWATER MANAGEMENT EASEMENT

FOR THE BENEFIT OF THE CITY OF KENOSHA

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road to a reference point "A"; thence North 88°41'27" East 347.52 feet to the point of beginning of lands to be described; thence North 15°36'44" West 66.12 feet to a point; thence North 38°32'08" West 190.96 feet to a point; thence North 37.10 feet to a point; thence East 201.68 feet to a point; thence South 99.12 feet to a point; thence South 05°48'51" East 174.23 feet to a point; thence South 86°59'16" West 41.29 feet to a point; thence North 01°18'33" West 25.40 feet to a point; thence South 88°41'27" West 40.76 feet to the point of beginning.

Together with:

COMMENCING at reference point A; thence North 88°41'27" East 388.28 feet; thence South 01°18'33" East 25.40 feet to a point; thence North 86°59'16" East 219.91 feet to the point of beginning of lands to be described; thence North 04°28'32" West 245.82 feet to a point; thence East 534.34 feet to a point; thence North 192.17 feet to a point; thence East 229.10 feet to a point; thence North 00°00'39" West 992.14 feet to a point; thence East 497.01 feet to a point; thence South 03° 47'50" West 198.61 feet to a point; thence South 27°45'08" West 244.14 feet to a point; thence South 02° 54'13" West 191.82 feet; thence South 46°14'08" West 107.24 feet to a point; thence South 78°38'26" West 204.86 feet to a point; thence South 01°19'27" East 410.64 feet to a point; thence South 87°28'34" West 212.98 feet to a point; thence South 02°31'26" East 256.42 feet to a point; thence South 87°43'34" West 31.50 feet to a point on the North line of 38th Street; thence South 86°59'16" West along said North line 603.60 feet to the point of beginning.

Together with:

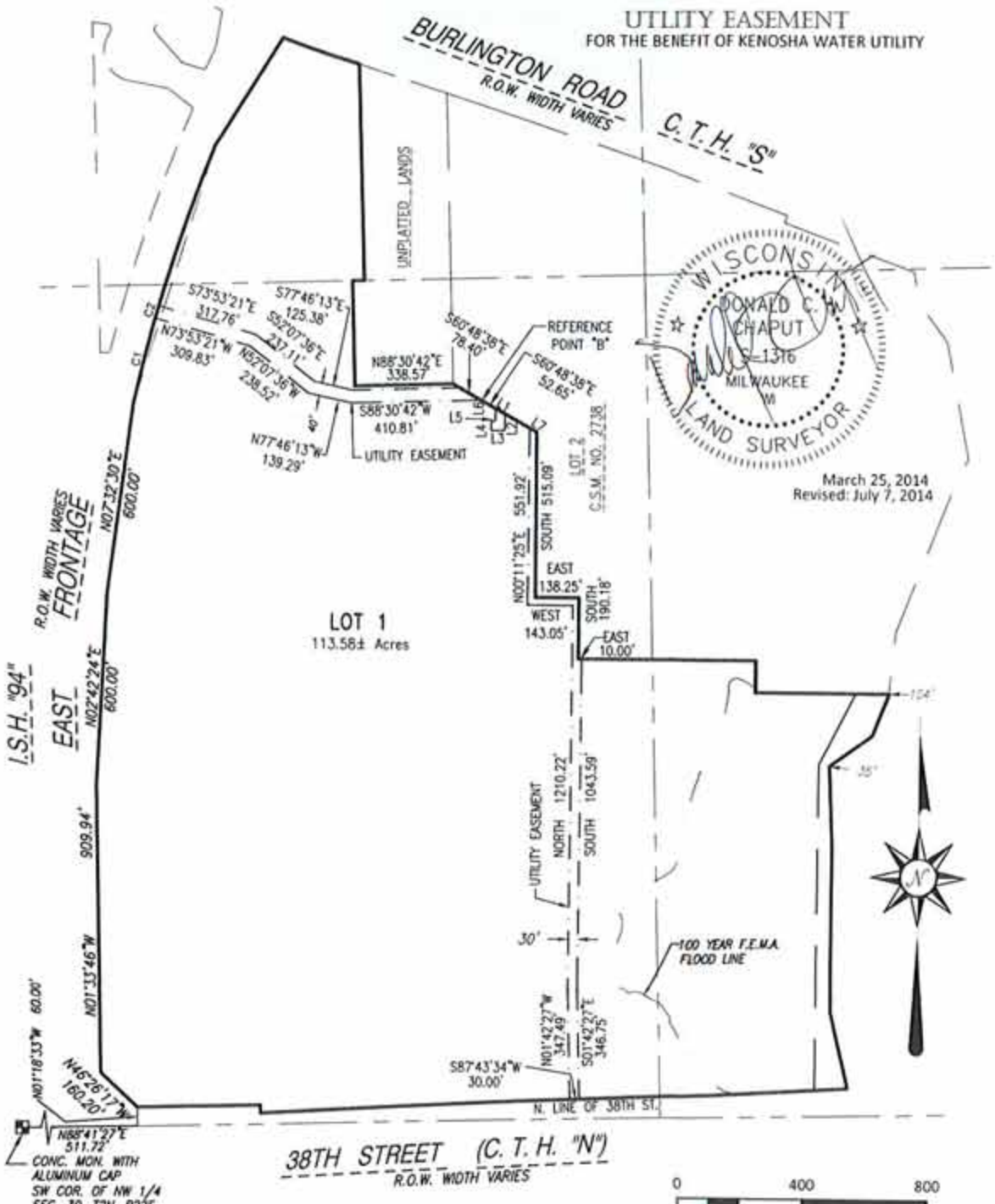
COMMENCING at reference point A; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 264.62 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°53'18" East 264.59 feet to the point of beginning of lands to be described; thence Northeasterly 59.48 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'50" East 59.48 feet to a point; thence South 58°50'36" East 31.61 feet to a point; thence South 73°53'33" East 211.65 feet to a point; thence North 35°00'24" East 171.71 feet to a point; thence North 18°18'56" East 186.66 feet to a point; thence Northeasterly 231.30 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 74.28 feet and whose chord bears South 72°28'37" East 148.54 feet to a point; thence South 16°43'50" West 137.09 feet to a point; thence South 38°04'24" East 33.56 feet to a point; thence South 08°20'26" West 185.69 feet to a point; thence South 39°57'32" West 106.37 feet to a point; thence North 50°02'28" West 48.14 feet to a point; thence Northwesterly 196.07 feet along the arc of a curve whose center lies to the Southwest, whose radius is 471.00 feet and whose chord bears North 61°58'00" West 194.66 feet to a point; thence North 73°53'33" West 176.76 feet to a point; thence South 85°55'02" West 52.94 feet to a point on said East line of Frontage Road and the point of beginning.

March 25, 2014

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

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



CURVE	ARC LNG	RADIUS	DELTA ANG	CHORD BRNG	CHORD LNG
C1	274.41'	4950.00'	3°10'35"	N13°58'42"E	274.38'
C2	40.00'	4950.00'	0°27'47"	N15°45'53"E	40.00'

LINE		
L1	S60°48'38"E	34.33'
L2	S00°02'16"W	52.42'
L3	N89°57'44"W	43.18'
L4	N00°02'16"E	30.00'
L5	S89°57'44"E	13.20'
L6	N00°02'16"E	39.14'
L7	S60°48'38"E	26.31'

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

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UTLITY EASEMENT

FOR THE BENEFIT OF KENOSHA WATER UTILITY

That portion of the utility easement described in Certified Survey Map No 2738 affecting Lot 1 in said map is hereby released and replaced with the following described lands:

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30; thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of a Frontage Road; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 274.41 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 13°56'42" East 274.38 feet to the point of beginning of lands to be described; thence Northeasterly 40.00 feet along said East line and arc of a curve whose center lies to the Southeast, whose radius is 4950.00 feet and whose chord bears North 15°45'53" East 40.00 feet to a point; thence South 73°53'21" East 317.76 feet to a point; thence South 52°07'36" East 237.11 feet to a point; thence South 77°46'13" East 125.38 feet to a point; thence North 88°30'42" East 338.57 feet to a point on the East line of said Lot 1; thence South 60°48'38" East along said East line 78.40 feet to reference point "B"; thence South 88°30'42" West 410.81 feet to a point; thence North 77°46'13" West 139.29 feet to a point; thence North 52°07'36" West 238.52 feet to a point; thence North 73°53'21" West 309.83 feet to a point on the East line of a Frontage Road and the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 52.65 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 34.33 feet to a point; thence South 00°02'16" West 52.42 feet to a point; thence North 89°57'44" West 43.18 feet to a point; thence North 00°02'16" East 30.00 feet to a point; thence South 89°57'44" East 13.20 feet to a point; thence North 00°02'16" East 39.14 feet the point of beginning.

COMMENCING at Reference Point "B"; thence South 60°48'38" East along said East line of Lot 1 aforesaid 177.54 feet to the point of beginning; thence continuing South 60°48'38" East along said East line 26.31 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 10.00 feet to a point; thence South 1043.59 feet to a point; thence South 01°42'27" East 346.75 feet to a point on the North line of 38th Street (C.T.H. "N"); thence South 87°43'34" West along said North line 30.00 feet to a point; thence North 01°42'27" West 347.49 feet to a point; thence North 1210.22 feet to a point; thence West 143.05 feet to a point; thence North 00°11'25" East 551.92 feet to the point of beginning.

March 25, 2014
Revised: July 7, 2014

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a registered land surveyor, do hereby certify:

THAT I have survey, divided and mapped Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of Section 30, thence North 88°41'27" East along the South line of said 1/4 Section 511.72 feet to a point; thence North 01°18'33" West 60.00 feet to a point on the North line of 38th Street and the East line of the Frontage Road and the point of beginning of the lands to be described; thence North 46°26'17" West along said East line 160.20 feet to a point; thence North 01°33'46" West along said East line 909.94 feet to a point; thence North 02°42'24" East along said East line 600.00 feet to a point; thence North 07°32'30" East along said East line 600.00 feet to a point; thence Northeasterly 843.94 feet along said East line and arc of a curve, whose center lies to the Southeast, whose radius is 4950.0 feet and whose chord bears North 17°14'27" East 842.92 feet to a point; thence North 32°08'25" East along said East line 403.01 feet to a point on the South line of Burlington Road; thence Southeasterly 252.85 feet along said South line and arc of a curve, whose center lies to the Northeast, whose radius is 2912.93 feet and whose chord bears South 71°32'54" East 252.77 feet to a point; thence South 71°53'14" East along said South line 1.20 feet to a point on the East line of said Lot 1; thence South 01°44'07" East along said East line 678.24 feet to a point; thence South 88°30'42" West along said East line 37.00 feet to a point; thence South 01°43'46" East along said East line 330.00 feet to a point; thence North 88°30'42" East along said East line 310.50 feet to a point; thence South 60°48'38" East along said East line 306.75 feet to a point; thence South along said East line 515.09 feet to a point; thence East along said East line 138.25 feet to a point; thence South along said East line 190.18 feet to a point; thence East along said East line 572.17 feet to a point; thence South along said East line 100.00 feet to a point; thence East along said East line 320.70 feet to a meander corner, said point being West 104 feet more or less from the center of the Kilbourn Ditch; thence South 27°32'23" West along said meander line 252.03 feet to a point; thence due South along said meander line 1027.87 feet to the North line of 38th Street, said point being South 86°24'38" West 106 feet more or less from the center of the Kilbourn Ditch; thence South 86°24'38" West along said North line 331.25 feet to a point; thence South 87°36'38" West along said North line 0.53 feet to a point; thence South 02°23'22" East 33.00 feet to a point on the centerline of 38th Street; thence South 87°36'38" West along said centerline 149.13 feet to a point; thence South 87°28'34" West along said centerline 210.00 feet to a point; thence South 87°43'34" West along said centerline 225.19 feet to a point; thence North 02°31'26" West 33.00 feet to a point on the North line of 38th Street; thence South 87°43'34" West along said North line 31.50 feet to a point; thence South 86°59'16" West along said North line 823.51 feet to a point; thence North 01°18'33" West along said North line 25.40 feet a point; thence South 88°41'27" West along said North line 388.28 feet to the point of beginning. Together with those lands lying between the aforesaid meander line and the center of the Kilbourn Ditch.

THAT I have made this survey, land division and map by the direction of KTR WIS III LLC, a Delaware limited liability company, owner of said land.

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

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Kenosha in surveying, dividing and mapping the same.

DATE: March 25, 2014

DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S-1316

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

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 2738 and lands in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

KTR WIS III LLC, a Delaware limited liability company, as owner, certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the City of Kenosha ordinance regulating the platting of land and the Kenosha County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

WITNESS the hand and seal of John P. DiCola, this 8th day of July, 2014.

JOHN P. DICOLA
SENIOR VICE PRESIDENT, KTR WIS III, LLC

STATE OF ~~WISCONSIN~~ NEW YORK)
:SS
COUNTY)

Personally came before me this 8 day of July, 2014, the above named John P. DiCola, to me known as the person who executed the foregoing instrument and acknowledged the same.

EVA LIU
Notary Public - State of New York
NO. 01LI6250720
Qualified in New York County
My Commission Expires 11/07/2015

Eva Liu,
Notary Public, State of Newyork
My commission expires. 11/07/2015
My commission is permanent.

CITY OF KENOSHA APPROVAL

Adopted this ___ day of _____, 2014

ATTEST: _____
Debra L. Salas, City Clerk - Treasurer

APPROVE: _____
Keith G. Bosman, Mayor

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

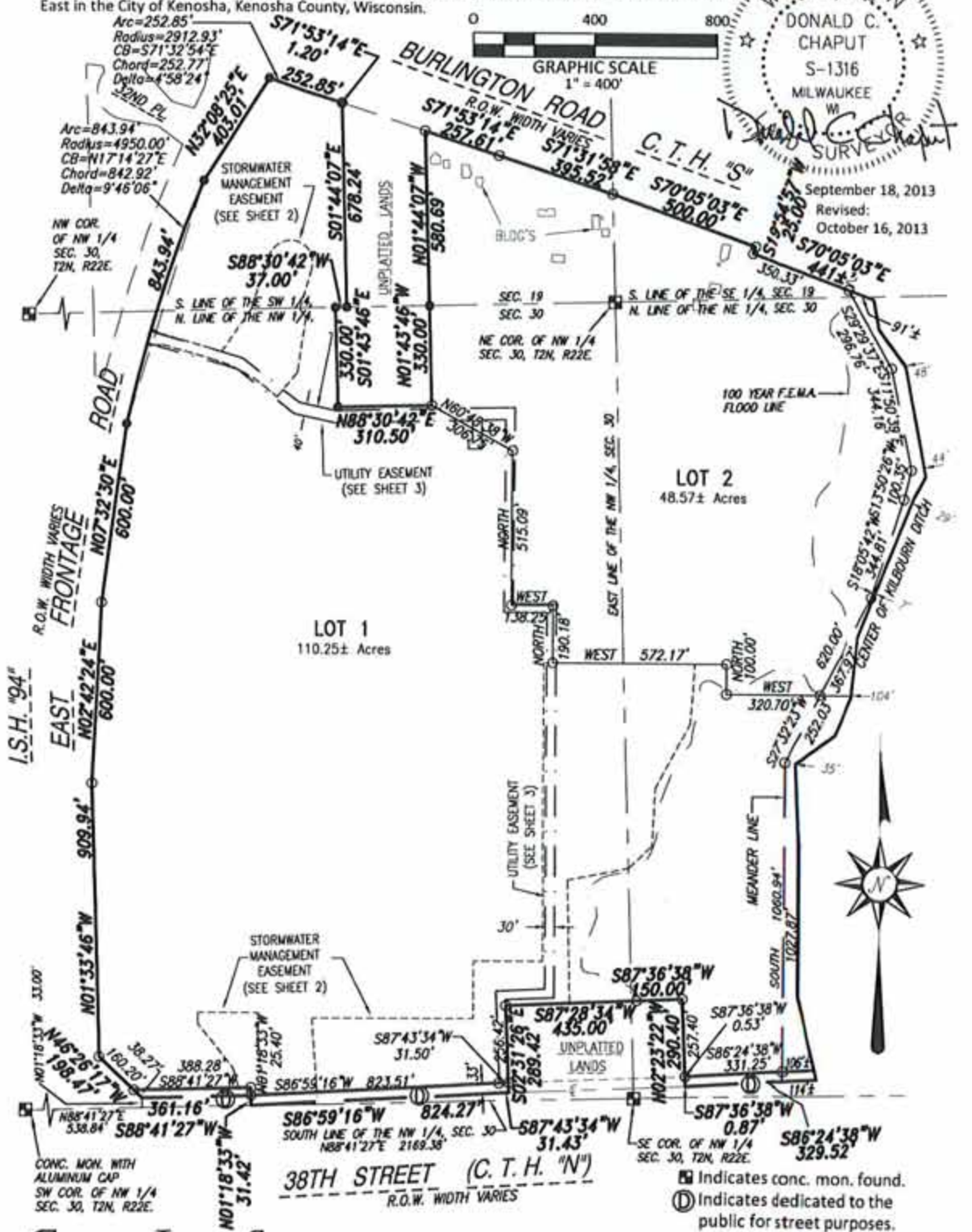
March 25, 2014

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

* PREVIOUSLY APPROVED 2-LOT CSM *

CERTIFIED SURVEY MAP NO. _____

Part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19 and part of the Southwest 1/4 of the Southeast 1/4 of Section 19 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 30 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 30 all in Town 2 North, Range 22 East in the City of Kenosha, Kenosha County, Wisconsin.



Indicates conc. mon. found.

(D) Indicates dedicated to the public for street purposes.

● Indicates found 3/4" iron rod.

○ Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the west line of the Northwest 1/4 of Section 30 bears North 01°34'08" West

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

Drawing No. 1281-grb/tjn

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 2
Petition to vacate an alley located east of 40th Avenue and north of 79th Street (Dewitt/Prozanski) (District #14) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: East of 40th Avenue and North of 79th Street
Zoned: Rg-1 General Residential District

NOTIFICATIONS/PROCEDURES:

The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified by Certified Mail. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. The Alderperson of the district, Alderman Prozanski, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

ANALYSIS:

- A petition has been filed by all of the abutting property owners to vacate this alley. The existing alley is all grass, and other than a curb cut on 40th Avenue, is not recognizable as a public alley.
- The existing alley is fifteen (15') feet wide. If the alley is vacated, each property owner will receive an additional seven and one-half feet (7.5') of property.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

A recommendation is made to approve the vacation, subject to the recording of all Easements

B. R. W.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-item3-BW-cup.odt

City of Kenosha

District Map
Vacation

Supplement No. V2-14

Ordinance No. _____

DeWitt - Prozanski petition

Part of Alley requested to be vacated

KENOSHA

0 100

Feet

DCDI – Planning & Zoning Division – JBL – BRW – May 15, 2014 – mc

CONSENT PETITION TO VACATE AN ALLEY or STREET

TO: Mayor Bosman
Members of the Common Council

We, the undersigned adjoining property owners, do hereby consent and concur in the request to have *a portion of an alley* vacated as set forth on the attached map.

DATE	OWNER	ADDRESS	WILL YOU BUILD IN THE VACATED RIGHT OF WAY? *
05-17-14	Jeremy & Jennifer DeWitt	7839 40 AV.	A FENCE (WOOD)
5-18-14	SANFORD, LORZ, RODNEY & KAREN SEVERSON	3928 79th ST 3930 79th ST	
5-18-14	Jean Savagero	3902 79th ST	
5/18/14	A. Robert Gross [signature]	7842 39th Ave.	
		X X	X

* *If you answered yes, please provide information as to the type of construction to occur and the location.*

2WILKE/VACATIONS/1consent-petition

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 3

Development Agreement between the City of Kenosha and the Kenosha Water Utility and 125th Avenue Hotel, LLC and SMMFLP Limited Partnership (Hampton Inn) (District #16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 7300 125th Avenue
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

The Alderman of the district, Alderman Johnson, has been notified. The agreement was also referred to Public Works, Storm Water and Board of Water Committees before final review by the Common Council.

ANALYSIS:

- The Agreement details the public improvements that the developer must complete before occupancy permits can be issued.
- The developer is responsible for improvements in the 125th Avenue right-of-way, as well as on-site storm water improvements.
- The developer is constructing a 93-room hotel. As part of the Conditional Use Permit, the developer is required to enter into the Development Agreement.

RECOMMENDATION:

A recommendation is made to approve the the Agreement.

B. R. O

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-item-BW-7-16-14.odt

Document Number	Document Title
	DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENOSHA AND THE KENOSHA WATER UTILITY AND 125TH AVENUE HOTEL, LLC AND SMMFLP LIMITED PARTNERSHIP

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

Parcel Identification Number
03-121-01-440-350

WHEREAS, the Plan Commission of CITY and the CITY Public Works Committee have recommended to the Common Council and the Common Council of CITY has approved a certified survey map attached as Exhibit B 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, 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, UTILITY is the accepting and approving agency for CITY with respect to sanitary sewerage facilities for REAL ESTATE, and UTILITY is willing to approve the provision of sanitary sewerage to REAL ESTATE subject to the terms and conditions 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 a certified survey map and conditional use permit for REAL ESTATE, the provision by UTILITY of sanitary sewerage 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

A. Sanitary Sewerage Facilities.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the REAL ESTATE, including the mains and appurtenances which abut land for any public purpose, in accordance with UTILITY specifications, the conditional use permit, the certified survey map, and the Sanitary Sewer Plan attached as Exhibit D. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from UTILITY Engineer. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the Wisconsin Department of Natural Resources (WDNR). DEVELOPER shall provide copies of all WDNR approvals to UTILITY upon receipt.

2. DEVELOPER, at DEVELOPER'S cost and expense, shall cause the owner of Lot 1 of Certified Survey Map No. 1368 recorded with the Kenosha County Register of Deeds on June 25, 1990 in Volume 1400 Page 607 as Document No. 845433 to grant to UTILITY a Sanitary Sewer Easement to the sanitary sewerage facilities required by this AGREEMENT. A copy of the Sanitary Sewer Easement is attached as Exhibit E. The Sanitary Sewer Easement shall be recorded with the Kenosha County Register of Deeds and shall be binding upon all current and subsequent owners of the land upon which the Sanitary Sewer Easement is located.

3. UTILITY shall cooperate with DEVELOPER in obtaining all permits required by any governmental unit or regulatory agency for the sanitary sewerage facilities required by this AGREEMENT, including sanitary sewerage extensions and connections.

4. Subject to the terms of this AGREEMENT, UTILITY shall allow DEVELOPER to extend and connect the sanitary sewerage facilities required by this AGREEMENT to the sanitary sewerage facilities of UTILITY at DEVELOPER'S cost and expense including payment by DEVELOPER of 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.

5. UTILITY shall accept the sanitary sewerage facilities required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT upon the following:

    a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.

    b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.

    c. providing UTILITY with certified copies of the results of all tests and inspections of the sanitary sewerage facilities required by UTILITY, including density tests certifying proper compaction of sanitary sewerage facilities trench backfill.

    d. certified "as-built" drawings of the sanitary sewerage facilities in print and digital form acceptable to UTILITY.

e. payment of all fees, user fees, inspection fees, impact fees, charges and special assessments required to be paid by DEVELOPER for the sanitary sewerage facilities pursuant to this AGREEMENT.

f. receipt of final lien waivers from all contractors, subcontractors and suppliers.

g. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

h. certification of items a - g above by UTILITY Engineer.

i. approval by UTILITY Board of Water Commissioners of the sanitary sewerage facilities.

6. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by this AGREEMENT, including locate requests, unless and until the sanitary sewerage facilities are accepted by UTILITY. Upon acceptance of the sanitary sewerage facilities, UTILITY shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way or the Sanitary Sewer Easement required by this AGREEMENT and be responsible for their maintenance and operation subject to the guarantee of DEVELOPER provided in this AGREEMENT.

7. The sanitary sewerage facilities required by this AGREEMENT shall be installed and functional prior to CITY issuance of any Temporary Certificate of Occupancy for any improvements within REAL ESTATE.

B. 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 Storm Water Management Plan attached as Exhibit F and the Storm Sewer Plan attached as Exhibit G.

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 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.

4. 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.

5. Title to all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or any easements located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, shall be retained by DEVELOPER or conveyed by DEVELOPER to an owner's association approved by CITY. DEVELOPER, or the owner's association as the case may be, shall be responsible for the maintenance and operation of all storm water drainage facilities, including retention/detention basins and outlet structures located within REAL ESTATE or in any easement located within REAL ESTATE as shown on the certified survey map and the Storm Sewer Plan attached as Exhibit G, 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 H. 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.

6. 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 I. 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.

7. 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.

8. 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.

9. 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

10. DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their 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 or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or comprise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and CITY and/or UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY 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 and/or UTILITY or any of their 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 and/or UTILITY, their 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 and/or UTILITY, in their sole discretion, deem

appropriate. This paragraph shall survive installation of the storm water drainage facilities to effectuate its purpose.

11. 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 Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

C. Streets, Curb and Gutter.

1. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct, and install all improvements to State Highway 50 and 125th Avenue, including curbs and gutters, in accordance with Wisconsin Department of Transportation specifications, the conditional use permit, the certified survey map, and the Street Plan attached as Exhibit J. DEVELOPER, at DEVELOPER's cost and expense, shall obtain approval of the plans and specifications and all required permits for the improvements from the Wisconsin Department of Transportation.

2. The improvements required pursuant to paragraph 1 shall be completed and accepted by the Wisconsin Department of Transportation prior to the issuance of any Temporary Certificate of Occupancy by CITY.

3. DEVELOPER shall not perform any street paving or install any curbs and gutters during any portion of the calendar year prohibited by the Wisconsin Department of Transportation.

D. 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, the certified survey map 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 and UTILITY 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, UTILITY or other utility and only in the event CITY, UTILITY or other utility determine that the easement,

in full or in part, is no longer required to provide essential service.

E. 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 K.

F. Grading

1. DEVELOPER, at DEVELOPER'S cost and expense, shall grade REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Grading Plan attached as Exhibit L. 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 grade all streets to Wisconsin Department of Transportation approved subgrade and shall submit approved Wisconsin Department of Transportation "as-built" drawings of the streets in print and digital form acceptable to CITY prior to installation of any utilities.
3. 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 Certificate of Temporary Occupancy for any improvements within REAL ESTATE.

G. LED Street Lighting

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install a complete system of LED street lighting throughout REAL ESTATE in accordance with CITY specifications, the conditional use permit, the certified survey map and the Lighting Plan attached as Exhibit M. DEVELOPER, at DEVELOPER'S cost and expense, shall obtain approval of the LED street lighting system from CITY Engineer.

2. The LED street lighting installation in the public rights-of-way shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.

3. CITY shall accept the LED street lighting system required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way upon the following:

    a. completion of the LED street lighting system in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.

    b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.

    c. receipt of final lien waivers from all contractors, subcontractors and suppliers.

    d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

    e. certification of items a – d above by CITY Engineer.

    f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the LED street lighting system.

H. Landscaping.

1. DEVELOPER, at DEVELOPER'S cost and expense, shall design and install landscaping throughout REAL ESTATE in accordance with CITY specifications, the conditional use

permit, the certified survey map and the Landscaping Plan attached as Exhibit N. 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.

4. DEVELOPER, at DEVELOPER'S cost and expense, shall finish grade all lawn park areas within REAL ESTATE with six (6) inches of topsoil.

5. Landscaping shall be completed and presented to CITY for acceptance prior to or concurrent with DEVELOPER presenting the streets, curbs and gutters to the Wisconsin Department of Transportation for acceptance.

6. CITY shall accept the landscaping required to be designed and installed by DEVELOPER pursuant to this AGREEMENT located in the public rights-of-way, if any, upon the following:

    a. completion of the landscaping in accordance with all approved plans and specifications, and compatibility with attached and adjacent systems, facilities and improvements.

    b. installation and delivery of the landscaping without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.

    c. receipt of final lien waivers from all contractors, subcontractors and suppliers.

    d. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

    e. certification of items a – d above by CITY Engineer.

f. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the landscaping.

I. Sidewalks.

1. 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, the certified survey map and the Street Plan attached as Exhibit J. 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. Sidewalks shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.

3. Sidewalks shall be installed prior to the issuance of a Temporary Certificate of Occupancy by CITY 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.

4. CITY shall accept the sidewalks required to be designed, constructed and installed by DEVELOPER pursuant to this AGREEMENT which are located in the public rights-of-way upon the following:

   a. completion of the sidewalks in accordance with all approved plans and specifications and compatibility with attached and adjacent systems, facilities and improvements.

   b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this AGREEMENT, all approved plans and specifications, and the Code of General Ordinances for the City of Kenosha.

   c. providing CITY with certified copies of the results of all tests and inspections of the sidewalks required by CITY, including density tests certifying proper compaction of sidewalk trench backfill.

d. certified "as-built" drawings of the sidewalks in print and digital form acceptable to CITY.

e. receipt of final lien waivers from all contractors, subcontractors and suppliers.

f. receipt of DEVELOPER'S affidavit of compliance with prevailing wage rate determination.

g. certification of items a – f above by CITY Engineer.

h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.

5. DEVELOPER, at DEVELOPER'S cost and expense, shall be responsible for the maintenance of the sidewalks required by this AGREEMENT. Upon acceptance of the sidewalks, CITY shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. DEVELOPER shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.

J. Street and Regulatory Signs.

1. DEVELOPER shall reimburse CITY for CITY's actual cost for materials, labor and installation of street name signs required by CITY within forty-five (45) days of being invoiced by CITY.

2. DEVELOPER shall reimburse CITY for CITY'S actual cost for materials, labor and installation of regulatory signs required by CITY within forty-five (45) days of being invoiced by CITY.

K. 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. The public improvements required to be made pursuant to this AGREEMENT constitute a project of public works subject to the municipal prevailing wage and hour scales

pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. DEVELOPER, at DEVELOPER'S cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the public improvements required to be made pursuant to this AGREEMENT. CITY and UTILITY shall cooperate with DEVELOPER in requesting the Department of Workforce Development to determine the prevailing wage rates for all trades or occupations required to complete the public improvements. Prior to CITY and UTILITY accepting any of the public improvements required to be made pursuant to this AGREEMENT, DEVELOPER shall file with the CITY and UTILITY an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.

2. DEVELOPER shall provide CITY Engineer and UTILITY Engineer complete itemized cost estimates certified by DEVELOPER'S Civil Engineer for the public improvements and private storm water drainage facilities required to be made by DEVELOPER pursuant to this AGREEMENT prior to the solicitation of bids.

3. Any bidder on any of the public improvements required to be made by DEVELOPER pursuant to this AGREEMENT shall be pre-qualified by CITY and UTILITY. DEVELOPER shall not award any contract for any public improvements required to be made pursuant to this AGREEMENT to any bidder who has not been pre-qualified by CITY or UTILITY.

4. 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 and the Kenosha Water Utility Board of Water Commissioners, this Agreement has been signed by all Parties, has been recorded, all required assurances have been received and approved, and CITY and UTILITY have 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, UTILITY, contractors and consultants' inspector. Upon receiving written authorization to proceed, DEVELOPER shall notify CITY and UTILITY 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 K. DEVELOPER, at DEVELOPER'S cost and expense shall design, construct and install the construction access in accordance with Wisconsin Department of Transportation and 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 the Wisconsin Department of Transportation and 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 UTILITY.

3. CITY and UTILITY, as may be applicable, 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 and UTILITY employees performing the services plus indirect costs. The DEVELOPER shall pay CITY and UTILITY for all engineering and inspection services provided by CITY and UTILITY 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 and UTILITY all "as-built" plans required by this AGREEMENT.

4. DEVELOPER, at DEVELOPER'S cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this AGREEMENT. The televised inspection shall be performed by an inspection service acceptable to UTILITY. Video tapes and written logs of all sanitary sewerage facilities inspections shall be provided to UTILITY 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 a televised inspection. UTILITY reserves the right to perform the televised inspection of the completed sanitary sewage facilities at DEVELOPER'S cost and expense. DEVELOPER shall reimburse UTILITY for the cost of the televised inspection within forty-five (45) days of being invoiced by UTILITY.

5. UTILITY, at UTILITY'S sole discretion, reserves the right to retain independent testing services in the event UTILITY determines proper testing is not being performed by DEVELOPER or the results of DEVELOPER'S testing does not conclusively establish to UTILITY'S satisfaction the proper completion of the sanitary sewerage facilities and the

water supply and distribution facilities required by this AGREEMENT. DEVELOPER shall reimburse UTILITY for the cost of the independent testing services within forty-five (45) days of being invoiced by UTILITY.

6. CITY, at CITY'S sole discretion, reserves the right to retain independent testing services in the event CITY reasonably 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.

7. DEVELOPER, at DEVELOPER'S cost and expense, shall use granular trench backfill under all pavement and sidewalks and within twenty-four (24") inches thereof in accordance with CITY and UTILITY specifications, the conditional use permit, the certified survey map and the approved plans attached to this AGREEMENT. CITY and/or UTILITY shall test the granular backfill for proper compaction. Developer shall reimburse CITY and/or UTILITY for the cost of testing within forty-five (45) days of being invoiced by CITY or UTILITY.

III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS.

A. Assurance Required.

1. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the General Manager of UTILITY an assurance in the form of cash or an irrevocable letter of credit in an amount established by its General Manager of UTILITY equal to one hundred twenty-five (125%) percent of the UTILITY'S estimated cost of the sanitary sewerage facilities, the engineering and inspection services and the testing services related thereto required to be made and provided pursuant to this AGREEMENT. Prior to execution of this AGREEMENT by CITY and UTILITY, DEVELOPER shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY Engineer equal to one hundred twenty-five (125%) percent of the CITY Engineer's estimated cost of all other public improvements, 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 public improvements and private storm water drainage facilities required pursuant to this AGREEMENT and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of completing the public improvements, 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. The assurance required pursuant to paragraph 1 shall also be used to assure compliance with DEVELOPER'S guarantee provided in 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 public improvements, 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 or UTILITY shall deposit with the City Clerk-Treasurer additional assurance in the form of cash or an irrevocable letter of credit in an amount established by CITY or UTILITY equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, 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 in an amount not to exceed one hundred twenty five percent (125%) of the CITY Engineer's or the UTILITY General manager's reasonable estimate of the cost of the remaining Public Improvements, the private storm water drainage facilities, the engineering, testing and inspection services required to be made and provided pursuant to this AGREEMENT, and the DEVELOPER'S guarantee obligations pursuant to Section IV B. of this AGREEMENT, and retain the proceeds as a cash assurance pursuant to this AGREEMENT.

5. If and to the extent DEVELOPER shall properly complete portions of the public improvements and private storm water drainage facilities required to be made pursuant to

this AGREEMENT for which DEVELOPER shall have deposited an assurance, then upon written request of DEVELOPER, and upon the written recommendation of CITY Engineer and UTILITY General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by CITY Engineer and UTILITY General Manager. Prior to the reduction of any assurance, DEVELOPER shall submit to CITY and UTILITY a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the General Manager of UTILITY and the City Clerk-Treasurer, as the case may be, until expiration of DEVELOPER'S guarantee provided in this AGREEMENT. CITY and UTILITY shall release the balance of the remaining assurance within forty-five (45) days following expiration of DEVELOPER'S guarantee provided in 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 and/or UTILITY 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. The remedies available to CITY and UTILITY pursuant to this paragraph shall not relieve DEVELOPER of DEVELOPER'S guarantee provided in this AGREEMENT.

IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS.

A. Dedication of Public Improvements.

Subject to all other provisions of this AGREEMENT, the attached exhibits, the conditional use permit and the certified survey map, DEVELOPER shall, upon completion of all of the public improvements and without charge to CITY, UTILITY and the Wisconsin Department of Transportation unconditionally give, grant, convey and fully dedicate the public improvements to CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, their successors and assignees, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. DEVELOPER shall execute such documents deemed necessary by CITY, UTILITY and the Wisconsin Department of Transportation to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, CITY, UTILITY and the Wisconsin

Department of Transportation shall have the right to connect or integrate the dedicated public improvements unto the facilities of CITY, UTILITY and the Wisconsin Department of Transportation, as the case may be, without charge, award of damages or consent of DEVELOPER. Dedication shall not constitute acceptance of any improvement by CITY, UTILITY or the Wisconsin Department of Transportation.

B. Guarantee of Public Improvements.

1. DEVELOPER shall guarantee all public improvements required by this AGREEMENT against all defects due to faulty design, materials or workmanship of which DEVELOPER is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha, the Kenosha Water Utility Board of Water Commissioners or the Wisconsin Department of Transportation. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs to the public improvements which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.

2. DEVELOPER shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by CITY or UTILITY of any utility improvement located in such portion of REAL ESTATE. DEVELOPER, at DEVELOPER'S cost and expense, shall make any required repairs. CITY and UTILITY reserve the right to perform any required repairs which CITY and UTILITY deem necessary on a time and material basis. DEVELOPER shall reimburse CITY and UTILITY for the cost of repairs within forty-five (45) days of being invoiced by CITY or UTILITY.

3. The assurance required to be provided by DEVELOPER pursuant to Section III of this AGREEMENT shall be used to assure DEVELOPER'S guarantee of the public improvements pursuant to this Section IV and to compensate CITY and UTILITY for CITY'S and UTILITY'S cost of performing any repairs to the public improvements guaranteed by DEVELOPER pursuant to this AGREEMENT. In the event there is no applicable assurance or in the event the assurance is insufficient, CITY and/or UTILITY may do or cause DEVELOPER'S guarantee work to be done and impose a special charge and/or special assessment against the benefited REAL ESTATE for the cost of the work.

V. DEVELOPER INDEMNIFICATION.

DEVELOPER shall indemnify, defend and hold harmless CITY, UTILITY, their 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 any of the public improvements required by this AGREEMENT or arising out of or in any way related to any claim for labor, materials or supplies furnished in connection with any of the public improvements required by this AGREEMENT. Upon the filing with CITY or UTILITY of a claim for damages arising out of the acts which DEVELOPER herein agrees to indemnify, defend and hold CITY, UTILITY and others harmless, the CITY and/or UTILITY shall notify DEVELOPER of such claim, and in the event that DEVELOPER does not settle or comprise such claim, the DEVELOPER shall undertake the legal defense of such claim both on behalf of the DEVELOPER and/or CITY and UTILITY and their officers, employees and agents. It is specifically agreed that CITY and/or UTILITY, 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 and/or UTILITY or any of their 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 and/or UTILITY, their officers, employees or agents arising out of the acts which DEVELOPER herein agrees to indemnify, shall be reimbursed to CITY and/or UTILITY, their officers, employees and agents through the DEVELOPER'S assurance required pursuant to this AGREEMENT or through such other means as the CITY and/or UTILITY, in their sole discretion, deem appropriate. This paragraph shall survive installation of the public improvements to effectuate its purpose.

VI. 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 and UTILITY 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, CITY or UTILITY laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified.

VII. 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, CITY or UTILITY 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 Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to DEVELOPER:	125TH AVENUE HOTEL, LLC 4011 80th Street Kenosha, WI 53142
with copies to:	Hotvedt & Terry, LLC Attn: John E. Hotvedt 4015 – 80th Street, Suite H Kenosha, WI 53142
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
If to UTILITY:	General Manager Kenosha Water Utility 4401 Green Bay Road Kenosha, Wisconsin 53144
with a copy to:	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 and UTILITY. Any unauthorized assignment shall be a breach of this AGREEMENT. Any assignment shall be conditioned upon the assignee entering into a written agreement with CITY and UTILITY 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 and UTILITY 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:	Sanitary Sewer Plan
Exhibit E.	Sanitary Sewer Easement
Exhibit F.	Storm Water Management Plan
Exhibit G.	Storm Sewer Plan
Exhibit H.	Maintenance Agreement
Exhibit I.	Maintenance Easement
Exhibit J.	Street Plan
Exhibit K.	Erosion and Sediment Control Plan
Exhibit L.	Grading Plan
Exhibit M.	Lighting Plan
Exhibit N.	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 Parties, (b) waive any inaccuracies in the representations or warranties of the other Parties contained in this AGREEMENT or in

any document delivered pursuant to this AGREEMENT and (c) waive any compliance by any of the other Parties 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. The guarantee of DEVELOPER set forth in Section IV shall be for the period specified therein. 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 all the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

VIII. AUTHORIZATION.

A. DEVELOPER represents to CITY and UTILITY 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. UTILITY enters into this AGREEMENT by authority of action taken by the Board of Water Commissioners on the ____ day of _____, 2014.

C. 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.

KENOSHA WATER UTILITY
A Wisconsin Municipal Water Utility

BY:_____
JAN MICHALSKI, Chairman
Board of Water Commissioners

Date: _____

BY:_____
EDWARD ST. PETER, General Manager
Kenosha Water Utility

Date: _____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this ___ day of _____, 2014, JAN MICHALSKI, Chairman, Board of Water Commission and EDWARD ST. PETER, General Manager, Kenosha Water Utility, of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal water utility, to me known to be such Chairman and General Manager of said water utility, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said water utility, by its authority.

_____
Notary Public, Kenosha County, WI
My Commission expires/is_____

THE 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 municipal corporation, by its authority.

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

125TH AVENUE HOTEL, LLC
A Wisconsin Limited Liability Company

By:_____
S.R. Mills, Authorized Member

Date:_____

STATE OF WISCONSIN)
:SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, S. R. Mills, Authorized Member of 125th Avenue Hotel, LLC, a Wisconsin Limited Liability Company, to me known to be such Authorized Member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

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

SMMFLP LIMITED PARTNERSHIP
A Delaware Limited Liability Partnership

BY:_____
Stephen C. Mills
Its: General Partner

Date:_____

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, Stephen C. Mills, the General Partner of SMMFLP LIMITED PARTNERSHIP, a Delaware limited liability partnership, to me known to be such General Partner, and acknowledged that he executed the foregoing instrument as such General Partner as the agreement of said limited liability partnership by its authority.

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

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

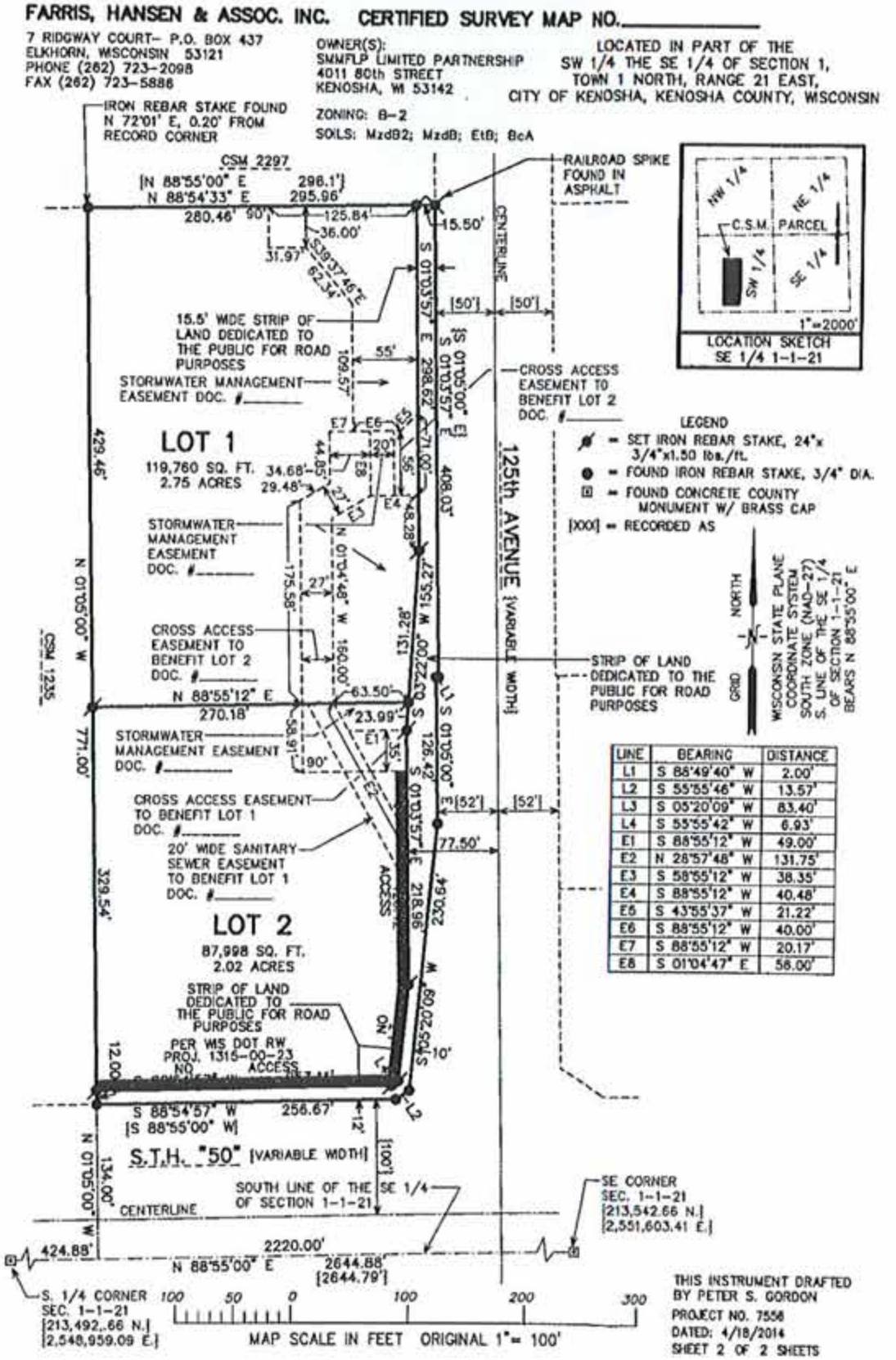
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. _____ RECORDED WITH THE KENOSHA COUNTY REGISTER OF DEEDS ON _____, 2014 AS DOCUMENT NO. _____, LOCATED IN PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

Parcel Identification Number: 03-121-01-440-350

EXHIBIT B



LINE	BEARING	DISTANCE
L1	S 88°49'40" W	2.00'
L2	S 55°55'46" W	13.57'
L3	S 05°20'09" W	83.40'
L4	S 55°55'42" W	6.93'
E1	S 88°55'12" W	49.00'
E2	N 28°57'48" W	131.75'
E3	S 58°55'12" W	38.35'
E4	S 88°55'12" W	40.48'
E5	S 43°55'37" W	21.22'
E6	S 88°55'12" W	40.00'
E7	S 88°55'12" W	20.17'
E8	S 01°04'47" E	58.00'

EXHIBIT B

FARRIS, HANSEN & ASSOC. INC.
7 RIDGWAY COURT– P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723–2098
FAX (262) 723–5888

CERTIFIED SURVEY MAP NO._____

LOCATED IN PART OF THE
SW 1/4 THE SE 1/4 OF SECTION 1,
TOWN 1 NORTH, RANGE 21 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF SMMFLP LIMITED PARTNERSHIP, OWNERS, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATUTES AND THE DIVISIONS AND COMBINATIONS OF LAND ORDINANCE FOR THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LAND AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE MAP AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.
LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST, KENOSHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, S 88DEG 55MIN 00SEC W, 2220.00 FEET; THENCE N 01DEG 05MIN 00SEC W, 134.00 FEET TO AN IRON REBAR STAKE FOUND AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 AND THE POINT OF BEGINNING; THENCE N 01DEG 05MIN 00SEC W, 771.00 FEET; THENCE N 88DEG 54MIN 33SEC E, 295.95 FEET TO AN IRON REBAR STAKE FOUND AT THE EASTERLY RIGHT OF WAY OF 125TH AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 03MIN 57SEC E, 408.03 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 88DEG 49MIN 40SEC W, 2.00 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 01DEG 05MIN 00SEC E, 126.42 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 05DEG 20MIN 09SEC W, 230.64 FEET TO AN IRON REBAR STAKE; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY, S 55DEG 55MIN 46SEC W, 13.57 FEET TO AN IRON REBAR STAKE AT THE NORTHERLY RIGHT OF WAY OF STATE TRUNK HIGHWAY 50 ; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, S 88DEG 54MIN 57SEC W, 256.67 FEET TO THE POINT OF BEGINNING. CONTAINING 224,206 SQUARE FEET (5.15 ACRES) OF LAND, MORE OR LESS.

DATED: APRIL 18, 2014 REVISED: 5/6/2014

_____
PETER S. GORDON, RLS 2101

CITY OF KENOSHA APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF KENOSHA THIS _____ DAY OF _____, 2014.

_____
KEITH G. BOSMAN, MAYOR

_____
DEBRA L. SALAS, CITY CLERK–TREASURER

CONSENT OF LIMITED PARTNERSHIP OWNER

SMMFLP LIMITED PARTNERSHIP, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE, OWNER OF THE ABOVE DESCRIBED LANDS, DOES HEREBY CERTIFY THAT SAID LIMITED PARTNERSHIP CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP.
THIS CSM IS REQUIRED TO BE SUBMITTED TO THE CITY OF KENOSHA FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID SMMFLP LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY STEPHEN C. MILLS, ITS MEMBER, AT _____, WISCONSIN AND ITS COMPANY SEAL TO BE AFFIXED HERETO THIS _____ DAY OF _____, 2014.

_____
STEPHEN C. MILLS, SMMFLP LIMITED PARTNERSHIP

STATE OF WISCONSIN)
COUNTY OF WALWORTH) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2014, STEPHEN C. MILLS, OF THE ABOVE NAMED LIMITED PARTNERSHIP, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWNTO BE SUCH OFFICER OF SAID LIMITED PARTNERSHIP, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED PARTNERSHIP BY ITS AUTHORITY.

_____

_____
MY COMMISSION EXPIRES

NOTARY PUBLIC, _____, WISCONSIN

THIS INSTRUMENT DRAFTED
BY PETER S. GORDON
PROJECT NO. 7556
DATED: 4/18/2014
SHEET 1 OF 2 SHEETS

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 4

Request to amend the Conditional Use Permit for a restaurant with a drive-thru for property located at 1820 30th Avenue (McDonald's) (District #4) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site:1820 30th Avenue
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The City Plan Commission approved a new McDonald's restaurant at this site on January 5, 2006. The building was constructed with a drive-thru that has one service window for payment and one service window for delivery of the product. The restaurant desires to modify their drive-thru by adding a third window. The third window would be for delivery of the product to customers if it is not ready at the second window. Since a drive-thru facility is a Conditional Use in the B-2 Community Business District, an amendment is required through the City Plan Commission and Common Council.

- The new window complies with the dimensional requirement of a minimum of twenty-five (25') feet between service windows. The only physical change to the site will be the installation of a new service window where there is currently an existing inoperable window.

- All of the original conditions of approval for the project still apply.

RECOMMENDATION:

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

B. R.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-item5-BW-cup.072414odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission Conditions of Approval***	**1820 30th Avenue**	**July 24, 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. Compliance with Conditional Use Permit dated August 3, 2006.

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

Conditional Use Permit Approval

Project Name:	McDonald's at Hunter's Plaza	**Date:** August 3, 2006
Location:	1820 30th Avenue	
Issued to:	Mr. Rick Dolan McDonald's Corporation 4320 Winfield Rd. - Suite 420 Warrenville, IL 60555	
Architect/Engineer/ Contractor (if applicable):	Mr. Steve Jeske Haag Muller, Inc. 101 E. Grand Avenue Port Washington, WI 53074	
Approval Date(s):	City Plan Commission – January 5, 2006 Department of City Development – August 3, 2006	
• Conditions of approval (see attachment) • Conditional use permit shall be null and void if a building permit is not obtained by: N/A		

Any questions regarding the approved conditional use permit should be directed to Rich Schroeder, Development Coordinator, at 262-653-4030.

Jeffrey B. Labahn, AICP
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 Clerk/Treasurer/Assessor
Paula Blise, Zoning Coordinator
Nick Torcivia, Senior Building Inspector

Project Name:	McDonald's at Hunter's Plaza	**Date:** August 3, 2006
Location:	1820 30th Avenue	

Conditions of Approval:

1. Applicant shall obtain erosion control, building, 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 a sign permit shall be obtained from the Department of Neighborhood Services and Inspections. The site is permitted one monument sign.

4. Storm water detention basins shall be constructed and operational prior to the issuance of a footing and foundation permit.

5. Applicant shall meet all applicable conditions of approval and obtain a construction permit by July 5, 2006 or the conditional use permit shall be null and void per Section 4.041 of the Zoning Ordinance.

6. Compliance with all City and State codes.

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 with the initial lift of asphalt, 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 improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping, or building shall be replaced/reconstructed per the approved plans.

10. All trash containers shall be stored within the enclosure. All trash shall be picked up by a private contractor.

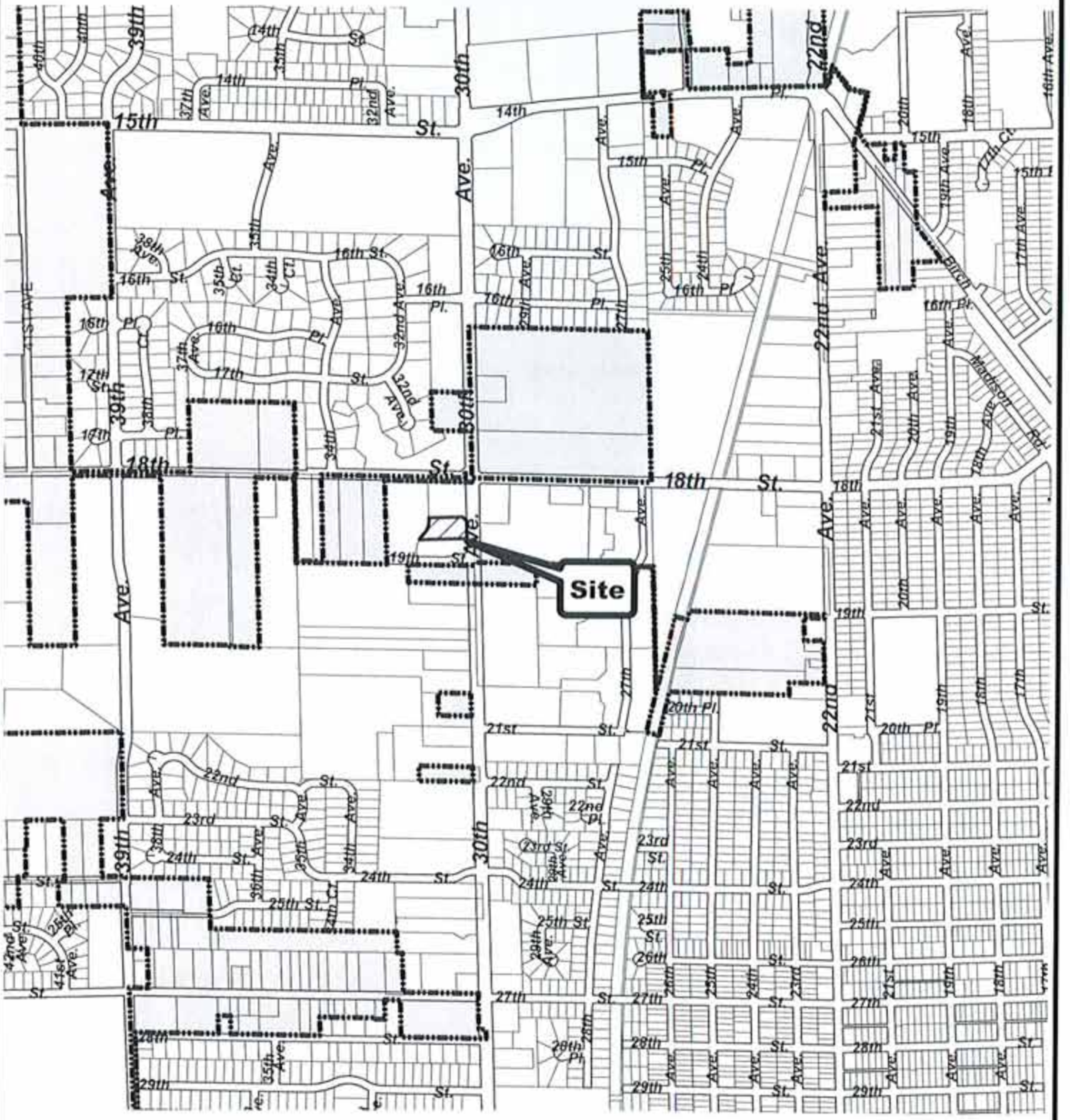
11. Outdoor display of products is prohibited.

12. All vehicles shall be parked on the designated paved areas.

13. Compliance with any conditions noted in the recorded Developer's Agreement. All required off-site improvements shall be completed prior to the issuance of any occupancy permits.

City of Kenosha

Vicinity Map
McDonald's Drive-Thru Modification CUP



Municipal Boundary

0 1,000 Feet

DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ July 17, 2014 ~ mc

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: McDonald's Forward Present Window remodel

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

(●) Name and Address of Applicant [Please print]:
Dawn Conklin
Lingle Design Group
158 W. Main St.
Lena, IL 60148

Phone: (847)271-6201
Fax:
E-Mail: dawnconklin@lingledesign.com

( ) Name and Address of Architect/Engineer [Please print]:
Fred Matthias
Lingle Design Group
158 W. Main St.
Lena, IL 60148

Phone: (847) 833-3241
Fax:
E-Mail: fredmatthias@lingledesign.com

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
McDonald's LLC
Libby Fisher
4320 Winfield Rd
Warrenville, IL 60555

Phone: (630) 836-4940
Fax:
E-Mail: libby.fisher@us.mcd.com

Project Location

Location of Development (street address and / or parcel number): 1820 30th Ave Kenosha, WI

Type of Land Development

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

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	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: 4273 sq ft existing, +0 sq ft remodel

Existing Building Size: 38'- 7" x 111'

Site Size:

Current # of Employees 16 **Anticipated # of New Employees** 16

Anticipated Value of Improvements $7,000

Submittal Requirements:

- **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:

- **One (1) 8 1/2" x 11" reduction *or* 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:

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

Approximate Review Time:

- **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:

- 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)

- 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

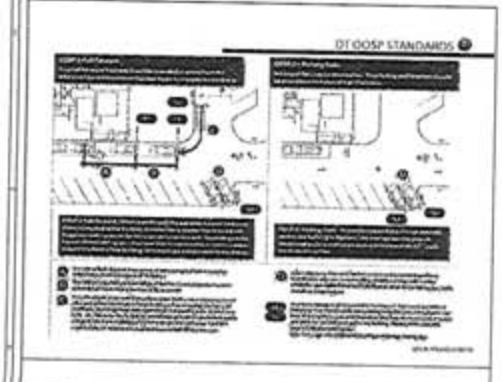
- Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations
- Floodplain boundaries, if applicable
- Soil characteristics, where applicable
- Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

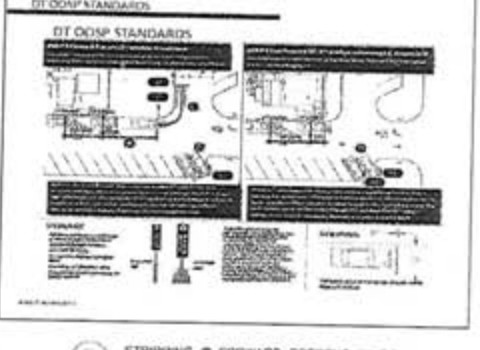
SCOPE OF WORK

-RETROFIT EXISTING VESTIBULE FRAMING WITH AN ADDITIONAL DRIVE THROUGH WINDOW
-ASSEMBLY U FACTOR MAX .32

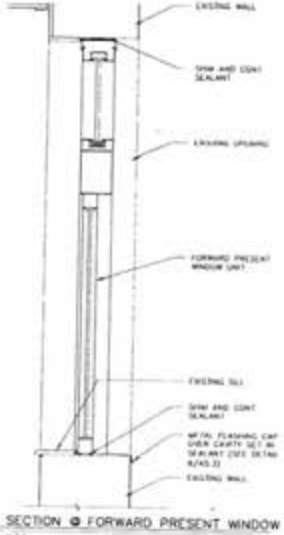
1 EXISTING DRIVE THRU ELEVATION
N.T.S.

2 PROPOSED DRIVE THRU ELEVATION
N.T.S.

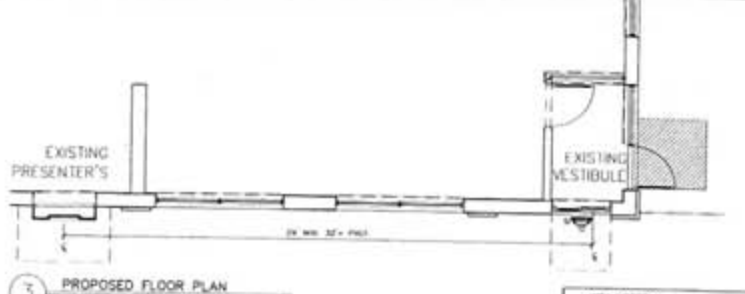




5 STRIPPING @ FORWARD PRESENT WINDOW
N.T.S.



4 SECTION @ FORWARD PRESENT WINDOW
N.T.S.



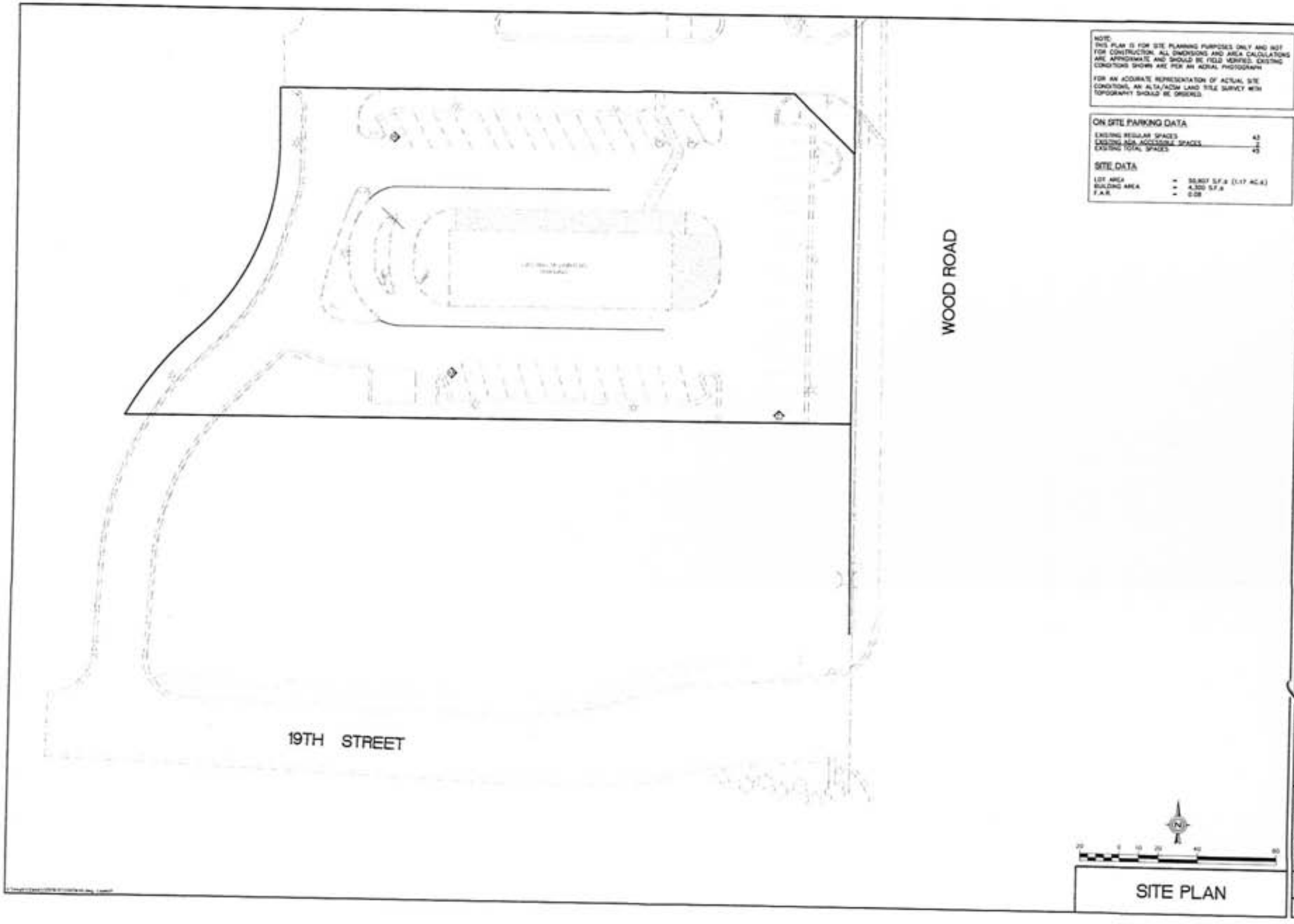
3 PROPOSED FLOOR PLAN
N.T.S.

KEY NOTES:

McDonald's USA, LLC
FORWARD PRESENT WINDOW
1820 30th Ave KENOSHA, WI

FOWARD PRESENT WINDOW

1 OF 1



NOTE:
THIS PLAN IS FOR SITE PLANNING PURPOSES ONLY AND NOT FOR CONSTRUCTION. ALL DIMENSIONS AND AREA CALCULATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED. EXISTING CONDITIONS SHOWN ARE PER AN AERIAL PHOTOGRAPH.

FOR AN ACCURATE REPRESENTATION OF ACTUAL SITE CONDITIONS, AN ALTA/ACSM LAND TITLE SURVEY WITH TOPOGRAPHY SHOULD BE ORDERED.

ON SITE PARKING DATA

EXISTING REGULAR SPACES	43
EXISTING ADA ACCESSIBLE SPACES	2
EXISTING TOTAL SPACES	45

SITE DATA

LOT AREA	=	50,807 S.F.± (1.17 AC.±)
BUILDING AREA	=	4,300 S.F.±
F.A.R.	=	0.08

Prepared For:

Lingle Design Group
158 W. Main Street
Lena, IL 61048

McDONALD'S - KENOSHA, WI
1820 30th Ave
Kenosha, WI

Prepared By:

Watermark Engineering Resources, Ltd.

DESIGNED BY: J.WILLER
DESIGN BY: D.OLSON
DRAWN BY: D.OLSON
DATE: JUNE 26, 2014
SCALE: 1" = 20'
PROJECT NO. 14-045

SITE PLAN

1 of 1

LC #48-0718

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 5
Request to amend the Conditional Use Permit for a restaurant with a drive-thru for property located at 8058 Sheridan Road. (McDonald's) (District #12) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 8058 Sheridan Road
Zoned: B-2 Community Business District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The City Plan Commission approved a new McDonald's restaurant at this site on May 18, 2006. The building was constructed with a drive-thru that has one service window for payment and one service window for delivery of the product. The restaurant desires to modify their drive-thru by adding a third window. The third window would be for delivery of the product to customers if it is not ready at the second window. Since a drive-thru facility is a Conditional Use in the B-2 Community Business District, an amendment is required through the City Plan Commission and Common Council.

- The new window complies with the dimensional requirement of a minimum of twenty-five (25') feet between service windows. The only physical change to the site will be the installation of a new service window where there is currently an existing inoperable window.

- All of the original conditions of approval for the project still apply.

RECOMMENDATION:

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

B. RO

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-item6-BW-cup.072414odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission Conditions of Approval***	**8058 Sheridan Road**	July 24,2014

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. Compliance with the Conditional Use Permit dated July 27, 2006.

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

Conditional Use Permit Approval

Project Name:	McDonald's	**Date:** July 27, 2006
Location:	8056 Sheridan Road	
Issued to:	Mr. Rich Neubauer McDonald's Corporation 4320 Winfield Rd. - Suite 400 Warrenville, IL 60555	
Architect/Engineer/ Contractor (if applicable):	Mr. Steve Jeske Haag Muller, Inc. 101 E. Grand Avenue Port Washington, WI 53074	
Approval Date(s):	City Plan Commission – May 18, 2006 Department of City Development – July 26, 2006	
• Conditions of approval (see attachment) • Conditional use permit shall be null and void if a building permit is not obtained by: November 18, 2006		

Any questions regarding the approved conditional use permit should be directed to Rich Schroeder, Development Coordinator, at 262-653-4030.

Jeffrey B. Labahn, AICP
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 Clerk/Treasurer/Assessor
Paula Blise, Zoning Coordinator
Nick Torcivia, Senior Building Inspector

Project Name:	McDonald's	**Date:** July 27, 2006
Location:	8056 Sheridan Road	

Conditions of Approval:

1. Applicant shall obtain raze, erosion control, building, 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 a sign permit shall be obtained from the Department of Neighborhood Services and Inspections. The existing non-conforming sign shall be removed.

4. Applicant shall meet all applicable conditions of approval and obtain a building permit by November 18, 2006 or the conditional use permit shall be null and void per Section 4.041 of the Zoning Ordinance.

5. Compliance with all City and State codes.

6. 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.

7. 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 with the initial lift of asphalt, 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.

8. 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.

9. All trash containers shall be stored within the enclosure.

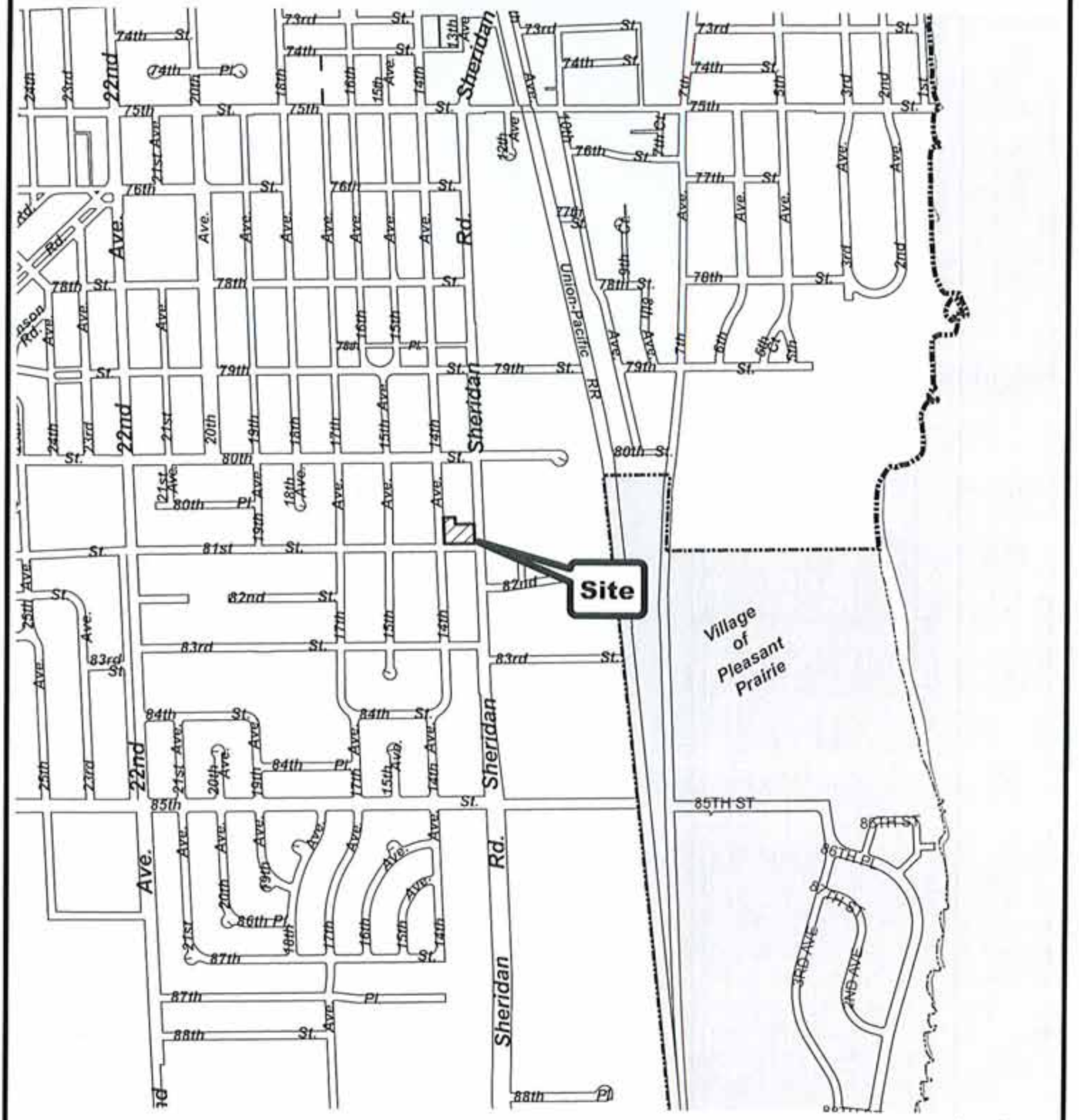
10. Outdoor display of products is prohibited.

11. All vehicles shall be parked on the designated paved areas.

12. All approvals for cross access shall be provided to adjacent parcels if required at a future date by the City.

City of Kenosha

Vicinity Map
McDonald's Drive-Thru Modification CUP



DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ July 17, 2014 ~ mc

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: McDonald's Forward Present Window remodel

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

(●) Name and Address of Applicant [Please print]:
Dawn Conklin
Lingle Design Group
158 W. Main St.
Lena, IL 60148

Phone: (847)271-6201
Fax:
E-Mail: dawnconklin@lingledesign.com

( ) Name and Address of Architect/Engineer [Please print]:
Fred Matthias
Lingle Design Group
158 W. Main St.
Lena, IL 60148

Phone: (847) 833-3241
Fax:
E-Mail: fredmatthias@lingledesign.com

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
McDonald's LLC
Libby Fisher
4320 Winfield Rd
Warrenville, IL 60555

Phone: (630) 836-4940
Fax:
E-Mail: libby.fisher@us.mcd.com

Project Location

Location of Development (street address and / or parcel number): 8056 Sheridan Rd Kenosha, WI

Type of Land Development

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

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	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: 5300 sq ft existing, +0 sq ft remodel

Existing Building Size: 39'- 5" x 111'-4"

Site Size: _____

Current # of Employees 16 **Anticipated # of New Employees** 16

Anticipated Value of Improvements $7,000

Submittal Requirements:

- **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:

- **One (1) 8 1/2" x 11" reduction *or* 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:

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

Approximate Review Time:

- **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:

- 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)

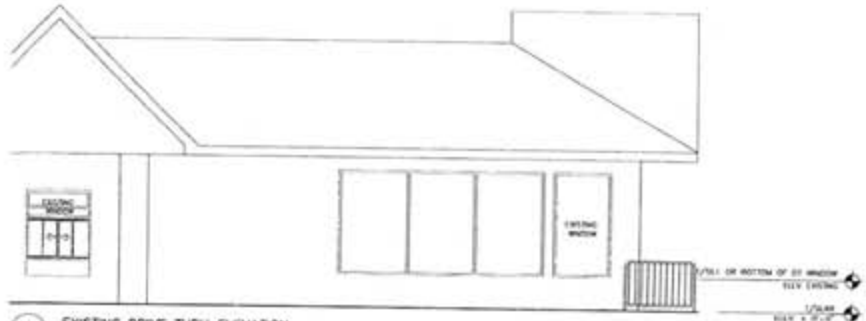
- Legal description of property
- Location and footprint of building(s) and structure(s)
- Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks
- Outline of any development stages
- Location and details on any required emergency access roads
- A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space

Drainage Plan

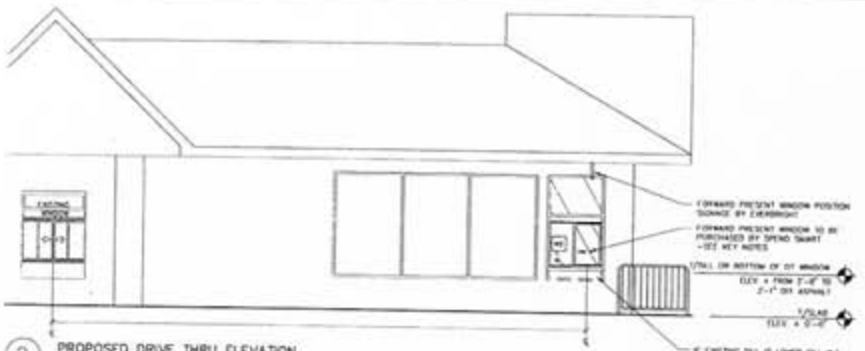
- Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations
- Floodplain boundaries, if applicable
- Soil characteristics, where applicable
- Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas

SCOPE OF WORK

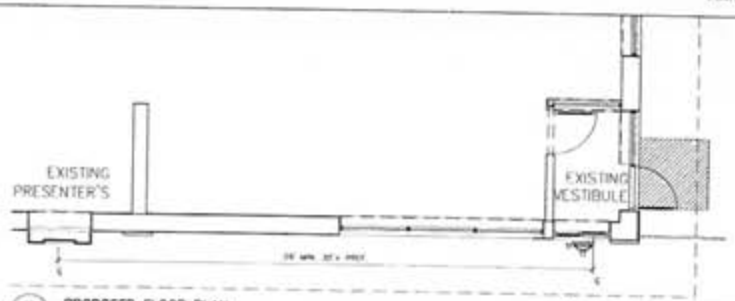
-RETROFIT EXISTING VESTIBULE FRAMING WITH AN ADDITIONAL DRIVE THROUGH WINDOW
-ASSEMBLY U FACTOR MAX .32



1 EXISTING DRIVE THRU ELEVATION
N.T.S.

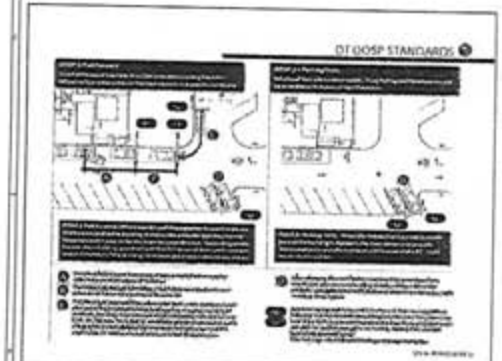


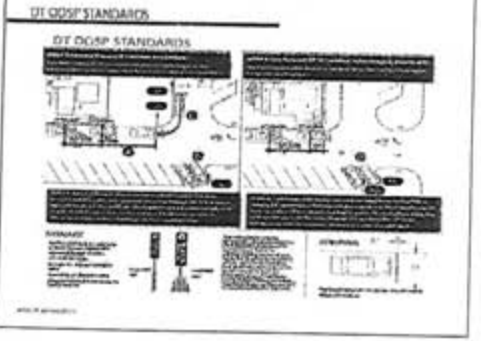
2 PROPOSED DRIVE THRU ELEVATION
N.T.S.



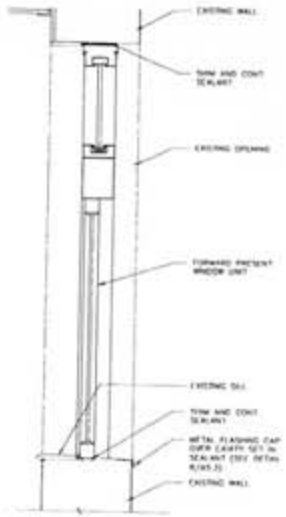
3 PROPOSED FLOOR PLAN
N.T.S.

KEY NOTES:





5 STRIPPING @ FORWARD PRESENT WINDOW
N.T.S.



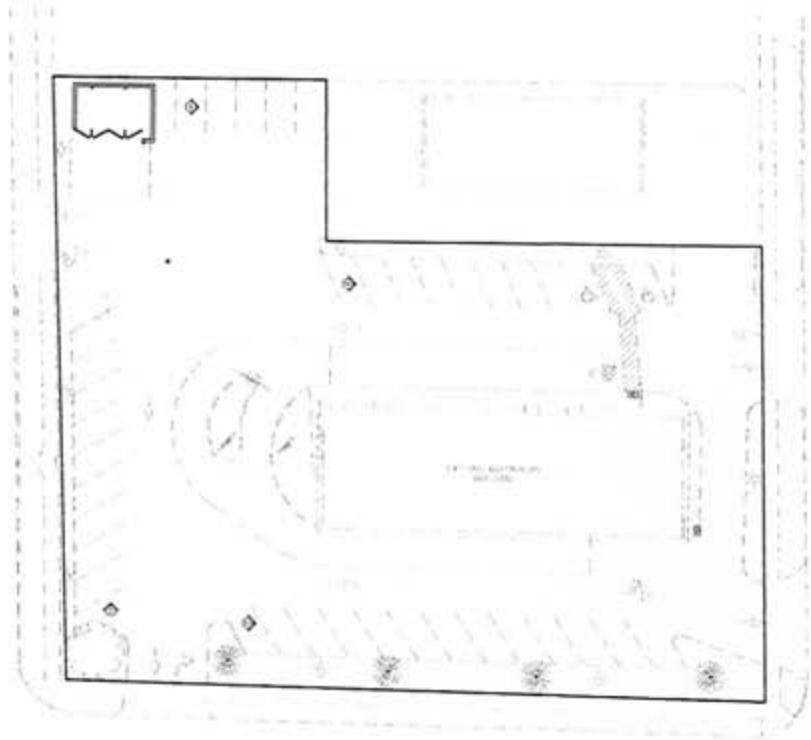
4 SECTION @ FORWARD PRESENT WINDOW
N.T.S.

McDonald's USA, LLC

FORWARD PRESENT WINDOW
8056 SHERIDAN RD KENOSHA, WI

FOWARD PRESENT WINDOW

1 OF 1



NOTE:
THIS PLAN IS FOR SITE PLANNING PURPOSES ONLY AND NOT FOR CONSTRUCTION. ALL DIMENSIONS AND AREA CALCULATIONS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED. EXISTING CONDITIONS SHOWN ARE PER AN AERIAL PHOTOGRAPH.

FOR AN ACCURATE REPRESENTATION OF ACTUAL SITE CONDITIONS, AN ALTA/ACSM LAND TITLE SURVEY WITH TOPOGRAPHY SHOULD BE ORDERED.

ON SITE PARKING DATA

EXISTING REGULAR SPACES	38
EXISTING ADA ACCESSIBLE SPACES	2
EXISTING TOTAL SPACES	38

SITE DATA

LOT AREA	=	44,258 S.F.± (1.02 AC.±)
BUILDING AREA	=	5,300 S.F.±
F.A.R.	=	0.12

AS-BUILT
SITE PLAN

Prepared For:

McDonald's
4320 Winfield Road, Suite 400
Warrenville, IL 60555

McDONALD'S - KENOSHA, WI
8056 Sheridan Road
Kenosha, Wisconsin

Prepared By:

Watermark Engineering Resources, Inc.

CHECKED BY: J. MILLER
DESIGN BY: D. OLSEN
DRAWN BY: D. OLSEN
DATE: JUNE 20, 2014
SCALE: 1" = 20'
PROJECT NO.: 021-010-01

1 of 1

LC #48-0007

McDonald's
24
hour
Drive-Thru
& Dine-In
Arch Card

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 6

Conditional Use Permit for a 20-bed Community Based Residential Facility to be located at 4600 52nd Avenue, (Azura Memory Care) (District 16) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 4600 52nd Avenue
Zoned: IP Institutional Park District/AIR-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

The Alderperson of the district, Alderperson Johnson, as well as the Alderperson of the adjacent district, Alderperson Kennedy, have been notified. The Common Council is the final review authority.

ANALYSIS:

- The applicant is requesting approval of a new 20-bed Community Based Residential Facility (CBRF). The purpose of the CBRF is to provide care for residents with Alzheimer's. There is already an existing 20-bed facility on the site.
- Along with the proposed new 20-bed facility, there will be improvements to the site, such as additional parking and storm water basin. The applicant is also proposing a small sun room addition to the existing building on the site.
- The proposed exterior materials for the new building are brick veneer and cement board siding. The proposed addition to the existing building is shown as vinyl siding, but that will have to be amended to show cement board siding, as vinyl siding is not permitted on multi-family developments.
- Plans were sent to 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

/u2/acct/cp/crobynm/cpc/July24/1fact-csm-item7-7-24-14.odt

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	***Kenosha City Plan Commission Conditions of Approval***	**Azura Memory Care 4600 52nd Avenue**	**July 24, 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 driveway, sidewalk and street opening 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. 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. 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. Compliance with the Operational Plan.

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 July 11, 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 July 2, 2014.

c. A remote Fire Department Connection and hydrant shall be located on the site per discussion between the Fire Prevention Bureau and Charlene Smith.

d. Submit an operational plan per Section 4.06(A)(1)(f) of the Zoning Ordinance.

e. Approval of the Conditional Use Permit is subject to approval of distance and density exceptions by the Common Council for a Community Living Arrangement.

f. Include landscaping on the east side of the dumpster enclosure. Since the landscape plan shows some very intensive landscaping throughout the site, a relocation of other landscaping to comply with this requirement is acceptable, rather than including additional landscaping.

g. The exterior building material of the sun-room addition to the existing building shall be amended to show an acceptable material, such as cement board siding or brick.

h. Provide further detail on the site fencing. The landscape plan indicates a privacy fence along portions of the south, west and north property lines, but the landscape details indicate a wrought iron fence.

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 7-17-14

Shelly Billingsley, P.E.
City Engineer 7-16-14

DATE: **July 11, 2014**
SUBJECT: **PLAN REVIEW COMMENTS**
Project Description: **Azura Memory Care New CBRF Building**
Location: **4600 52nd 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		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)			
Parking Lot Permit Required	X		
Driveway Permits Required	X		
Sidewalk Permit Required	X		
Street Opening Permit Required	X		
Stormwater Permit Required			
Erosion Control Required			
State Permit Required			

Grading & Drainage Comments:

1. Submitted plans are marked as "preliminary" and are not construction documents. Additional comments should be expected in future submittals as the level of detail in the plans increases.
2. The City is currently planning the storm sewer extension to the Azura property. It is expected that the line will terminate in the northeast corner of the lot and be at a depth of 4-5' below the curb grade.
3. Spot grades should be added to the grading plan throughout the paved areas.
4. The Stormwater Management Plan indicates that there are swales on the north and south property lines conveying runoff to 52nd Avenue. Inlets must be installed behind the proposed sidewalk at these locations to collect the runoff and prevent it from draining over the sidewalk.

5. Portions of the Storwmater Mangement Plan refer to a DAAR study from 2010 and appear to be remnants from an unrelated project.
6. The pond permanent pool elevation and outlet structure details in the plan, HydroCAD model, and the SWMM model do not match making reviewing the results difficult. Additional comments on the modeling should be expected once the details are included on the plan and the models made to match.
7. The pond should have a minimum permanent pool depth of 4' and have a maximum sideslopes of 4:1 both above and below the permanent water surface.
8. The Post Development Conditions map in the SWMP show the existing buildings roof to be a part of the northern area of the site that is not captures by the pond. The front half of the roof of the existing building is pitched towards the front. Will this portion of the roof drain to the pond?
9. Storm sewer outfalls into the pond should be at the permanent pool elevation.
10. Add information on the site data table on sheet C-1 that indicates the proposed disturbed area of the project and the total existing impervious area.
11. The site grading plan shows proposed contours extending into the parcel to the west.
12. Label the proposed pipe materials on the utility plan.
13. Provide storm sewer sizing calculations.
14. Provide calculations showing the pond's ability to safely pass the 100-year storm during a "plugged outfall" condition.

Traffic Comments:

15. Driveway Approach Aprons must meet Class I requirements of Ordinance 5.085 C(6). Driveway approaches as shown are larger than allowed. Aprons must be constructed of 6" Concrete and sidewalk panel of same thickness.
16. Detectable warning fields should be shown on all ADA ramps in public Right-of-Way. Only Neenah, EJIW or Pioneer Supply cast iron, natural patina detectable warning fields are approved for use within the City of Kenosha. All pedestrian sidewalks shall have ADA ramps and Detectable Warning Fields as they enter driveways and or parking lots as required by code.
17. One of the ADA Stalls shall be marked Van Accessible.
18. The pavement sections for Regular and Heavy Duty seems light. We advise that a pavement thickness analysis be performed.
19. All lighting fixtures must be shielded or full cutoff to minimize glare to passing traffic and adjacent properties.
20. Dimension Parking Lot stalls and aisle widths – they must meet Table 2 of Chapter 5 of the Code of General Ordinances.

cc: **Jeff Hansen**
Shelly Billingsley
Kile Kuhlmey
Gerard Koehler
Chase Kuffel
Cathy Austin
Greg Holverson

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: July 2, 2014

Subject: Azura Memory Care New CBRF Building

Location: 4600 52nd Avenue

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.

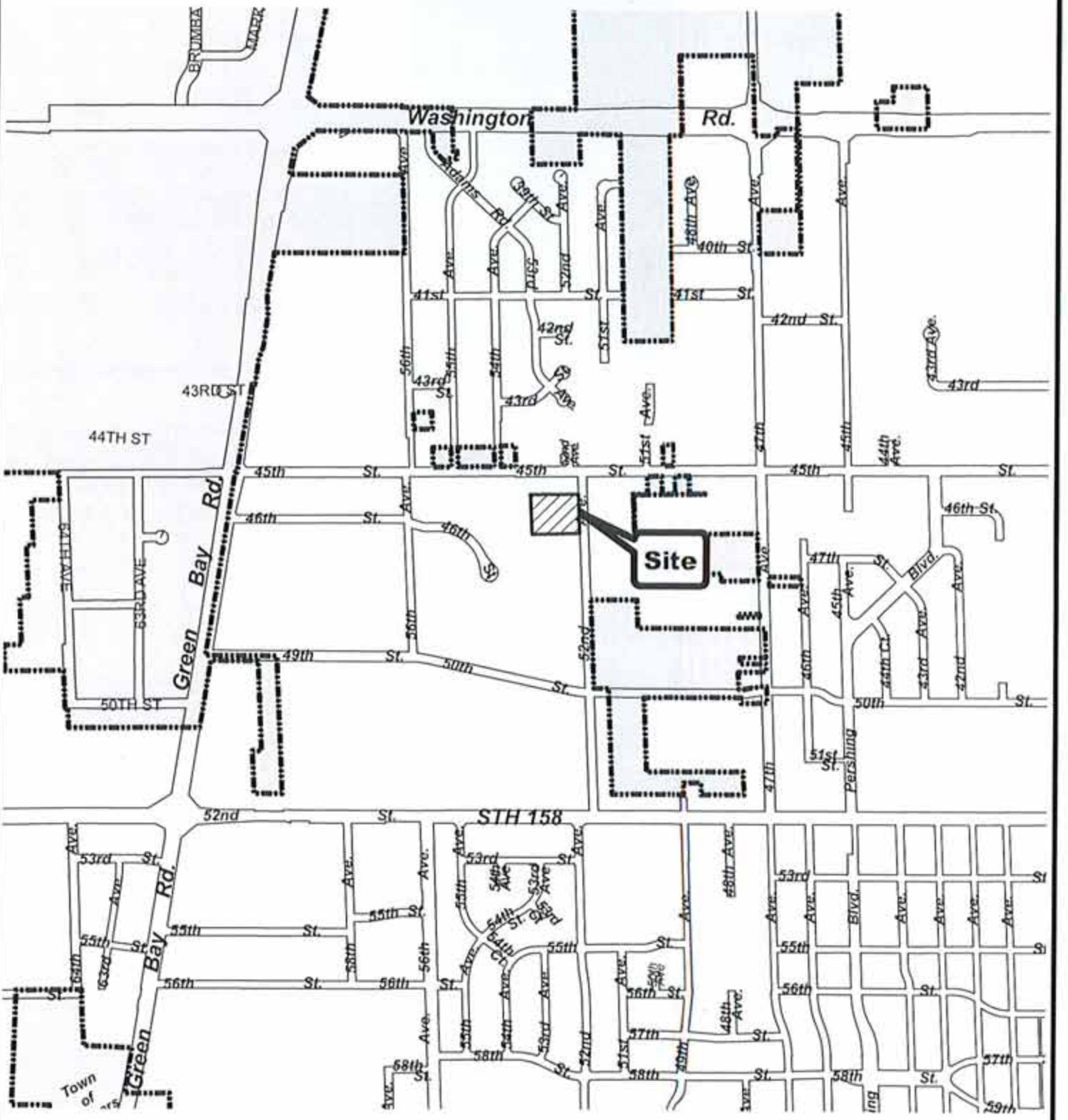
1. Show the water meter size and location, including a detail or diagram, on the construction plans. The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor. The meter shall have a valve, preferably a ball valve, on the inlet and outlet pipe.
2. All water meters one and one half inches (1-1/2") or greater shall have a bypass with a two way ball valve with locking handle as manufactured by RuB, or approved equal.
3. Meters three inches (3") and larger shall have a two inch (2") test plug provided between the outlet side of the meter and the outlet valve.
4. Multiple meter installations must meet the requirements for single meter in every way.
5. A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (1/2") conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division.
6. Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with Rule 06-34 of the Kenosha Water Utility Rules and Regulations,.
7. Water services shall have a minimum of fine and one half feet (5-1/2') of cover to finished grade.
8. Water services shall have a blue 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface in the curb box and at the edge of the building and enclosed in a curb box with "water" on the cover.

9. Label invert elevations on all water service stubs and fitting sand provide pipe slopes for water service lines.
10. Sanitary sewer laterals shall have a green 12 gauge locator wire installed along the entire length. Locator wire shall be brought to the surface at the edge of the building and enclosed in a curb box with "sewer" on the cover.
11. A sampling manhole is required for all food service developments (or developments with the potential to become food service) in accordance with Rule 08-05(02) of the Kenosha Water Utilities Rules and Regulations.
12. The owner must provide KWU with written authorization to access the Sanitary Sampling Manhole.
13. "Internal/External" manhole seals as manufactured by Adaptor, Inc. shall be provided for each private sanitary sewer manhole installed. A detail for the seal can be found at http://www.adaptorinc.com/pdf/inexspec.pdf
14. Revise notes 3 and 4 on Sheet C-3 to read the following:
    - All water connections to existing **public** water mains shall be completed by KWU, with excavation and backfill by the developer. Developer shall provide 72 hours notice to KWU when connection is to be made.
    - Any utility work in the right-of-way and all **public** sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to sewer.

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

City of Kenosha

Vicinity Map
Azura Memory Care CBRF CUP



DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ July 17, 2014 ~ mc

Development Review Application
City of Kenosha, Wisconsin

Mailing Information

NAME OF PROJECT: Azura Memory Care - Kenosha North

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

(●) Name and Address of Applicant [Please print]:
Matthew Lyons
3190 S Wadsworth Blvd Suite 301
Lakewood, CO 80227

Phone: 720.838.2969
Fax: 877.599.1570
E-Mail: matt@azuraliving.com

( ) Name and Address of Architect/Engineer [Please print]:
Jeff Dawson
1350 Pine Street, Suite 1
Boulder, CO 80302

Phone: 866.529.9130
Fax:
E-Mail: jeff@studioarchitecture.com

( ) Name and Address of Property Owner (if other than applicant)[Please print]:
NHCPO Wisconsin, LLC
353 north Clark Street, Suite 3300
Chicago, IL 60654

Phone: 312.660.3800
Fax:
E-Mail:

Project Location

Location of Development (street address and / or parcel number): 4600 52nd Avenue, Kenosha, Wisconsin 53144

Type of Land Development

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

[ ]	Certified Survey Map	Section 1	Page 3
[ ]	Concept Review (*Land Division*)	Section 2	Page 4
[ ]	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
[✓]	Conditional Use Permit	Section 4	Pages 6 & 7
[ ]	Developer's Agreement	Section 5	Page 8
[ ]	Final Plat	Section 6	Pages 9 & 10
[ ]	Lot Line Adjustment Survey	Section 7	Page 11
[ ]	Preliminary Plat	Section 8	Pages 12 & 13
[ ]	Rezoning	Section 9	Pages 14 & 15
[ ]	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: 12,800 square feet

Existing Building Size: 7,400 square feet

Site Size: 2.49 acres

Current # of Employees 21 **Anticipated # of New Employees** 20

Anticipated Value of Improvements ~$2,500,000

Submittal Requirements:

- **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:

- **One (1) 8 1/2" x 11" reduction *or* 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:

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

Approximate Review Time:

- **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:

- 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)

- 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

- 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

AZURA LIVING

June 20, 2014

Department of Community Development & Inspections
Attn: Mr. Brian R. Wilke
625 52nd Street – Room 308
Kenosha, Wisconsin 53140

Dear Mr. Brian Wilke:

Re: Conditional Use Permit for 4600 52nd Avenue, Kenosha, Wisconsin 53144.

Azura currently operates a Community Based Residential Facility ("CBRF") which has a 20 resident capacity to serve senior citizens affected with Alzheimer's/Dementia within the community. We are currently operating at full capacity and believe that there is sufficient need for additional service to the Alzheimer's/Dementia community that warrants an expansion of our facility. The proposed expansion consists of an additional CBRF building with a 20 resident capacity along with a sunroom addition to the existing building. The proposed expansion will be an extension of our current use at the site.

It is my pleasure to submit an application for a Conditional Use Permit for our proposed expansion project located at 4600 52nd Avenue in Kenosha, Wisconsin. You will find that we have addressed the questions and requests listed in your Concept Review Letter dated May 15th, 2014.

Below you will find a list of enclosures:

1. Conditional Use Permit Review Fee ($1,300.00).
2. Conditional Use Permit Application.
3. Letter of Authorization from NHCPO Wisconsin, LLC (property owner) to file Conditional Use Permit Application.
4. Letter of Intent for fire suppression and fire alarm systems.
5. Stormwater Management Plan
6. Ten (10) full size scaled copies of Specified Plans, as required.

Thank you, in advance, for your review and consideration of our Conditional Use Permit Application. We look forward to pursuing this development which we feel will be a benefit to the residents of the City of Kenosha.

Sincerely,

Matthew Lyons

THE MATRIX GROUP
ENGINEERING CONSULTANTS

311 East Chicago Street
Suite 310
Milwaukee WI 53202
Tel: (414) 329-2827
Fax: (414) 329-2820

June 17th, 2014

Kenosha Fire Department
City of Kenosha, WI

LETTER OF INTENT

New construction located on the 4600 block of 52nd Aveue in Kenosha. Building will be adjacent to current Azura facility located at 4600 52nd. Avenue (on the same site). Construction will be a Community Based Residential Facility specializing in dementia and individuals that require a high level of skilled care, which will be an I-2 classification per IBC. Maximum number of residents is 20.

Fire Protection system will be designed to NFPA -13 system including closets and resident restrooms. Sprinklers shall be quick response heads. Fire Protection to include the attic space in combustible construction. The fire department connection(s) shall have a siamese connection with two and one-half inch national standard threads, and a five inch Storz connection.

Smoke and heat detection will be connected to an addressable fire alarm system per NFPA 72 and shall be monitored by an Underwriters' Laboratory listed monitoring company.

Plans for fire protection system and fire alarm system shall be submitted to the Kenosha Fire Prevention Bureau for permit and approval.

The Bureau shall designate the number, type, and location of fire extinguishers required.

Hood systems installed must be approved by Underwriters' Laboratories and conform to the requirements of NFPA 96, per Kenosha Code of General Ordinances. Hood systems shall require a permit from the Kenosha Fire Prevention Bureau. Fire suppression system shall be interlocked with the addressable fire alarm system.

A key box system to be mounted near the building entrance in a location directed by the Fire Department.

Thank You,

Charlene Smith
Project Engineer– The Matrix Group

NHPCO WISCONSIN, LLC

353 North Clark Street, Suite 3300 • Chicago, IL 60654
312.660.3800 • 312.660.3770 Fax

June 6, 2014

Azura Living, LLC
c/o 1972 LLC
8442 Strawberry Lane
Niwot, CO 80503
Attention: Joshua J. McClellan

Re: **Conditional Use Permit – Azura Memory Care Village at Kenosha**

Dear Josh:

At your request, NHPCO Wisconsin, LLC, a Delaware limited liability company ("**NHP**"), authorizes Azura Living, LLC, a Delaware limited liability company (together with its tenant subsidiaries, "**Azura**"), to file a conditional use permit for work contemplated at the property commonly known as Azura Memory Care Village at Kenosha (the "**Property**"). The purpose of this side letter ("**Side Letter**") is to memorialize the understanding as between NHP and Azura that, despite NHP permitting Azura to file such Conditional Use Permit, Azura hereby acknowledges and agrees that it is not authorized to and NHP has not consented to any Alterations (as defined in the Master Lease) or any other development, construction or other work at the Property.

This Side Letter may not be amended, or its provisions waived, except by an instrument in writing signed by both NHP and Azura. This Side Letter shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. This Side Letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Side Letter may be executed by facsimile or PDF/e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Side Letter upon delivery of an executed copy hereof by facsimile or e-mail.

[Signatures on next page]

NHPCO WISCONSIN, LLC

353 North Clark Street, Suite 3300 • Chicago, IL 60654
312.660.3800 • 312.660.3770 Fax

Please confirm the foregoing by signing the enclosed copy of this Side Letter and returning the signed copy to NHP.

NHP:

NHPCO WISCONSIN, LLC,
a Delaware limited liability company

By: _____
Name: Timothy A. Doman
Title: Authorized Signatory

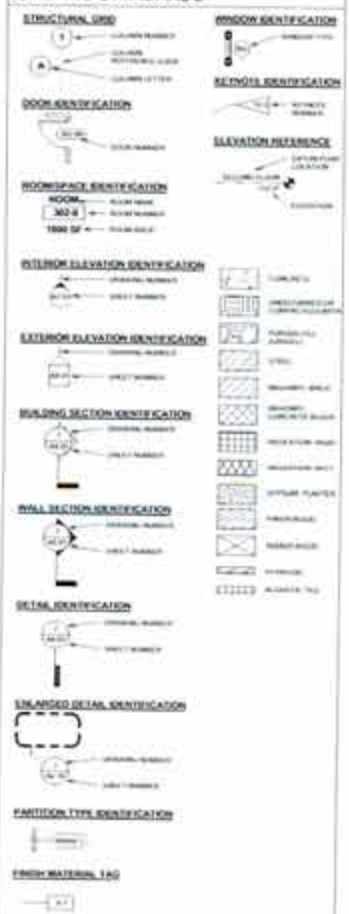
AZURA (on behalf of itself and its "Tenant" subsidiaries):

AZURA LIVING, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ABBREVIATIONS

GRAPHIC STANDARDS



BUILDING AND CODE INFORMATION

CONSTRUCTION TYPE: [illegible]

OCCUPANCY TYPE: I-2

GROSS BUILDING SF: 12,525

PROJECT TEAM

OWNER:
Azura Living
3100 Wadsworth Blvd Suite 301
Lakewood, CO. 80227
Matthew Lyons (720) 838-2868

ARCHITECT:
STUDIO architecture
1350 Pine St Suite 1
Boulder CO. 80302
Jeff Dawson, Principle
E: jeff@theshadoarchitecture.com
Heather Ritter
E: heather@theshadoarchitecture.com
P: (866) 529-9130

LANDSCAPE:
Jackets LA
2623 Burgess Creek Rd
Steamboat Springs, CO. 80487
Sarah Gibson, Principle
E: [illegible]
P: (303) 517-8258

CIVIL:
Pinnacle Group
15850 W. Bluemound Road Suite 210
Brookfield, WI. 53005
Brittany Holterman
E: brittany.holterman@pinnacle-eng.com

ELECTRICAL:
The Metric Group Engineering Consultants
311 E. Chicago St. Suite 310
Milwaukee, WI. 53202
Mitchell (Mitch) Colegrove Vice President
E: [illegible]
P: 414-329-2927

VICINITY MAP

DRAWING INDEX

CIVIL
C-1 SITE LAYOUT
C-2 PRELIMINARY GRADING PLAN
C-3 PRELIMINARY UTILITY PLAN

LANDSCAPE
L-1 LANDSCAPE PLAN
L-2 LANDSCAPE DETAILS

LIGHTING
E-1 SITE LIGHTING PHOTOMETRIC PLAN

ARCHITECTURAL
A-1 BUILDING PLAN
A-2 BUILDING ELEVATIONS

STUDIO

STUDIO ARCHITECTURE
1350 Pine Street, Suite 1
Boulder, CO 80302
thestudioarchitecture.com
866.529.9130

AZURA KENOSHA

STUDIO Project No: 600_616

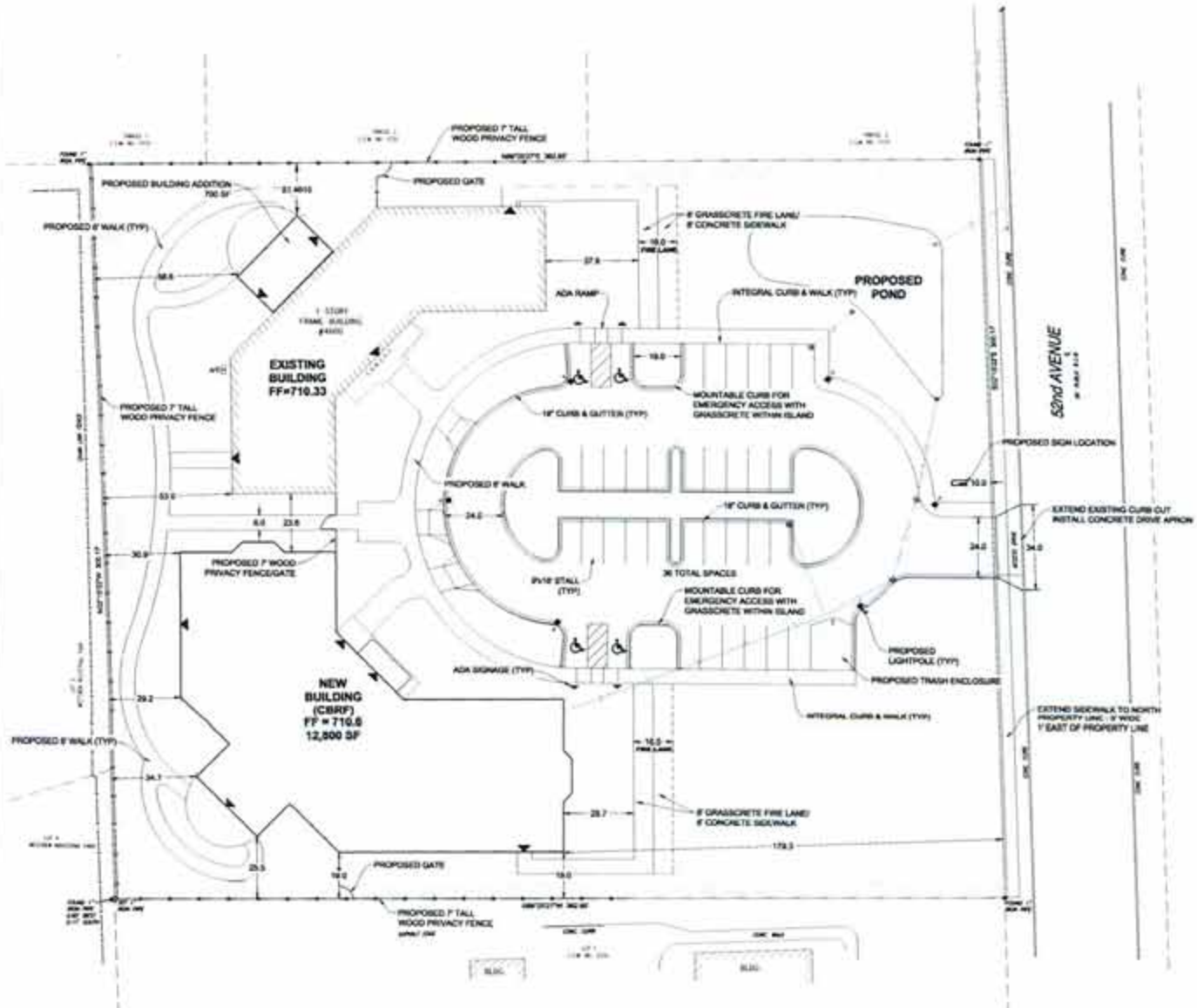
Sheet Issue & Revision Log

No	Date	Description
●	06/29/14	CUP SUBMITTAL

NOT FOR CONSTRUCTION

COVER SHEET

A0.0



SITE ADDRESS:
4600 52nd Avenue, City of Kenosha, Kenosha County, Wisconsin.

LEGAL DESCRIPTION
Lot 12, Wintview Industrial Park, a subdivision of part of the Northwest 1/4 of the Northwest 1/4 and part of the Southwest 1/4 of the Northwest 1/4, all in Section 31, Township 2 North, Range 23 East of the Fourth Principal Meridian. Said land being in the City of Kenosha, County of Kenosha, State of Wisconsin.

SITE DATA TABLE

SITE AREA = 2.88 AC

EXISTING BUILDING AREA = 7,400 SF

PROPOSED BUILDING AREA = 12,900 SF

PROPOSED PARKING/SIDEWALK AREA = 23,600 SF

TOTAL IMPERVIOUS AREA = 44,000 SF (80.6%)

TOTAL GREENSPACE = 64,300 SF (19.4%)

PLAN | DESIGN | DELIVER

PINNACLE ENGINEERING GROUP

PEG JOB NO. PEG20058

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AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_616

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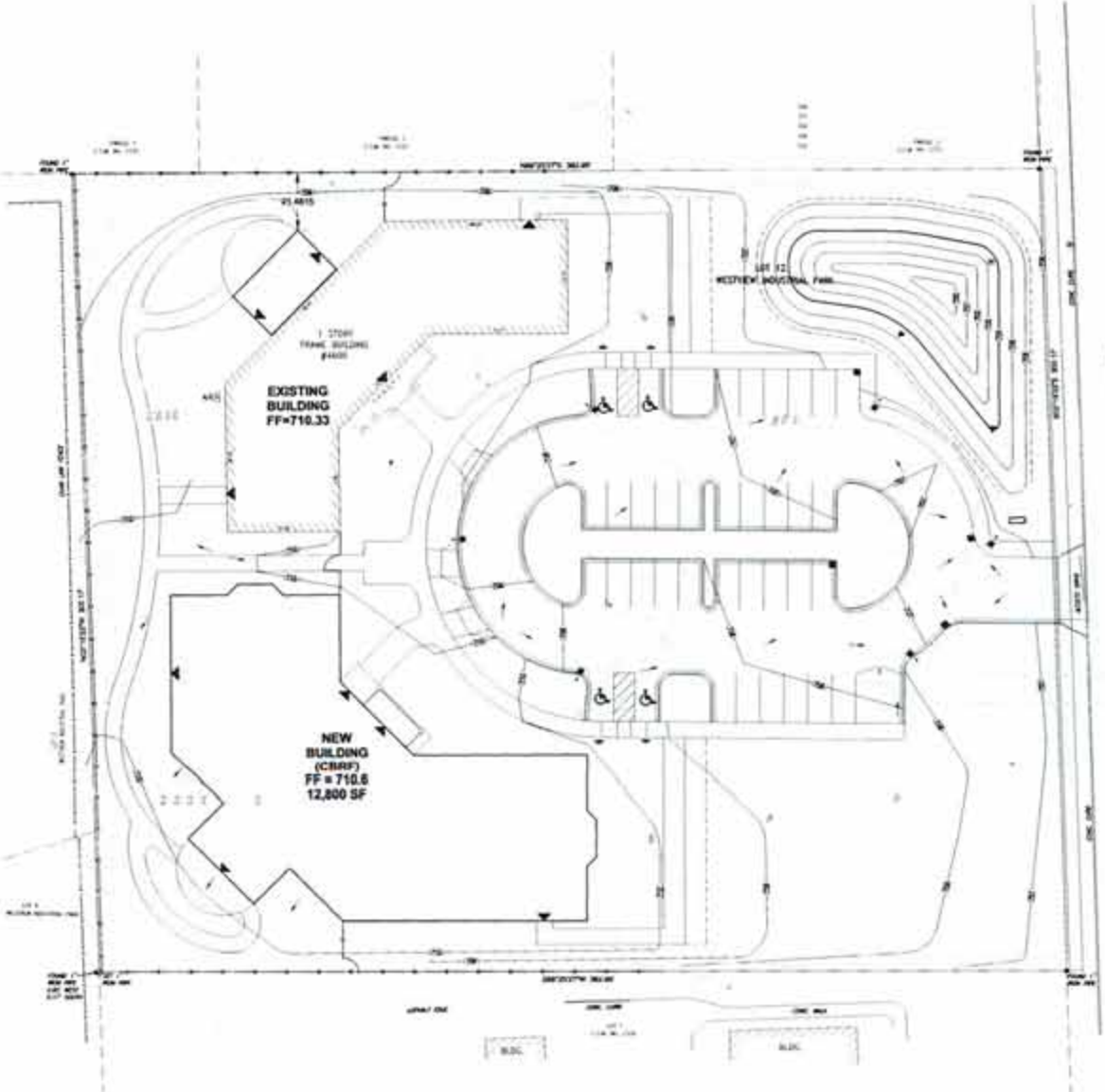
SITE PLAN

C-1



LEGEND

CONSTRUCTION SITE SEQUENCING

NORTH

GRAPHICAL SCALE (FEET)

PINNACLE ENGINEERING GROUP

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AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

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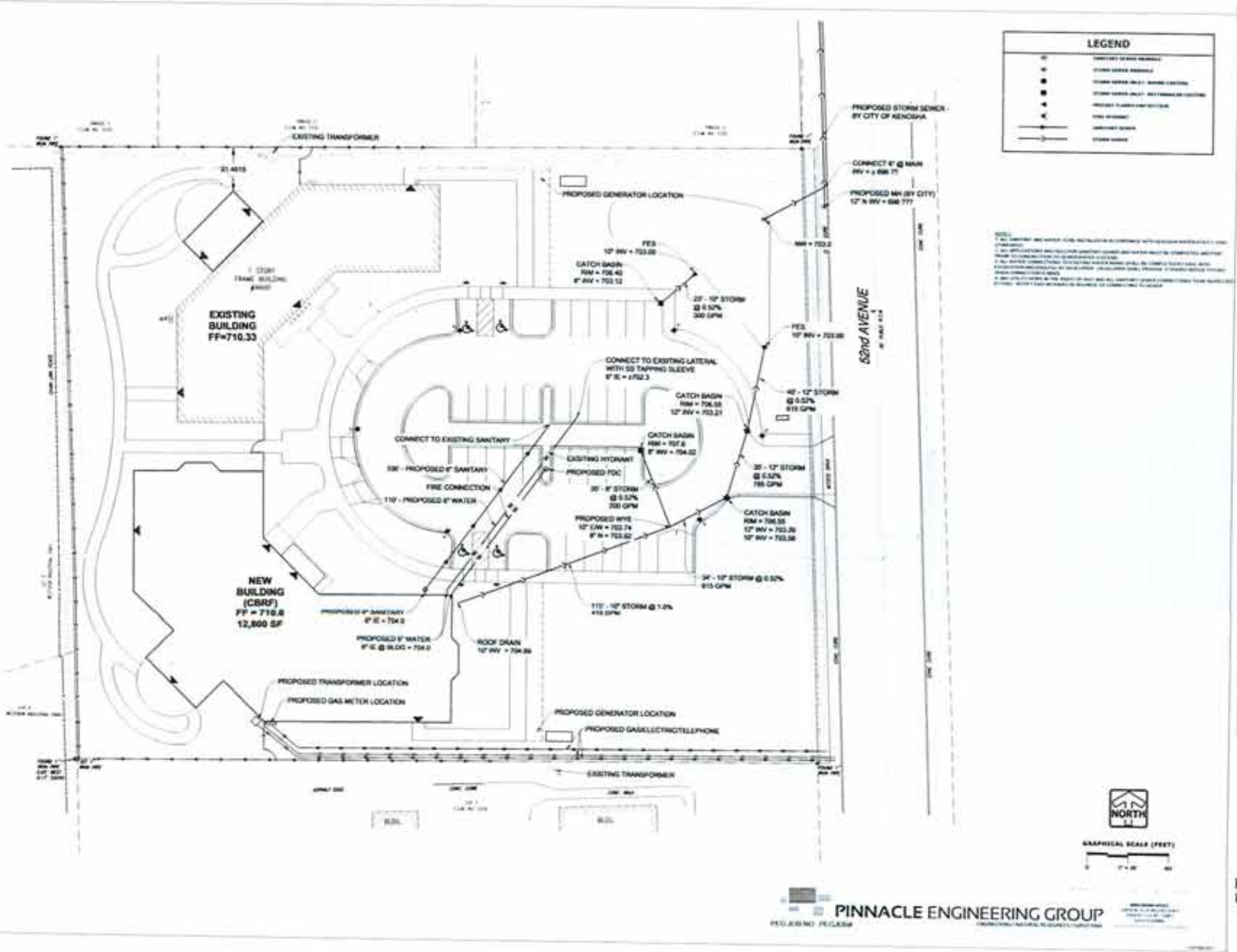
PRELIM GRADING PLAN

C-2



PINNACLE ENGINEERING GROUP

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AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_016

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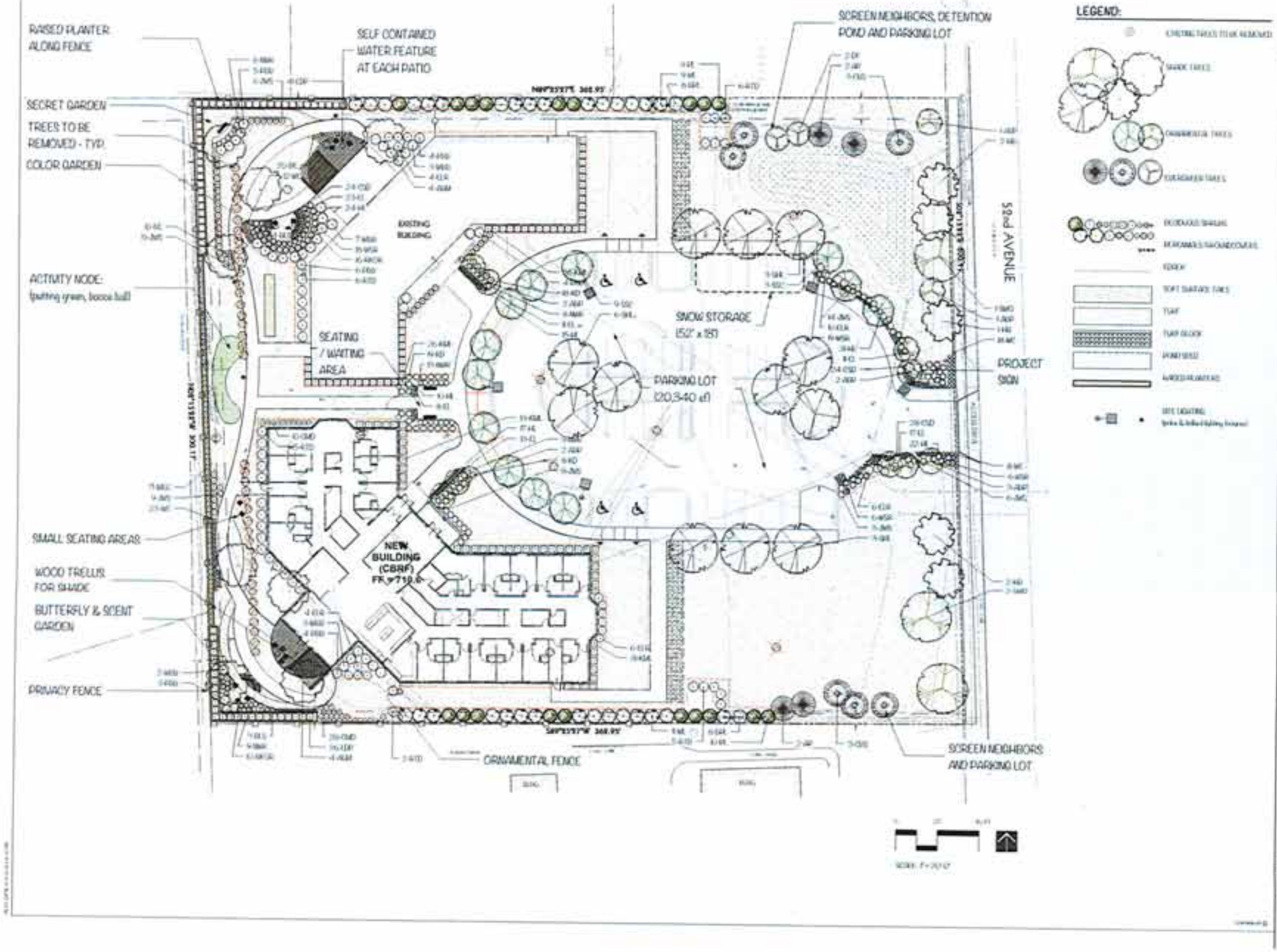
No.	Date	Description

NOT FOR CONSTRUCTION

PRELIM UTILITY PLAN

C-3



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outside la

AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_616

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No.	Date	Description
0	09/2014	CUP SUBMITTAL

NOT FOR CONSTRUCTION

Landscape Plan

L-1

PLANT LIST 06/27/14

KEY	QTY	COMMON NAME	IDENTIFIED NAME	SIZE	O.C. SPACING
SHADE TREES:					
CHE	4	Chinkapin Oak	Quercus muehlenbergii	2" Cal.	As shown
GIN	3	Ginkgo biloba	Ginkgo biloba	2" Cal.	As shown
HAC	12	Hackberry	Celtis occidentalis	2" Cal.	As shown
OKT	5	Kentucky Coffeetree	Gymnocladus dioicus 'Espresso'	2" Cal.	As shown
TOTAL	28				
EVERGREEN TREES:					
BB	4	Black Hills Spruce	Picea glauca densata	6' Ht.	As shown
CSS	14	Colorado Spruce	Picea pungens 'Glauca'	6' Ht.	As shown
PP	5	Ponderosa Pine	Pinus ponderosa	6' Ht.	As shown
TOTAL	23				
ORNAMENTAL TREES:					
AR	4	Autumn Purple Ash	Fraxinus pennsylvanica 'Autumn Purple'	2" Cal.	As shown
CC	11	Spring Snow Crabapple	Malus 'Spring Snow'	2" Cal.	As shown
TOTAL	15				
SHRUBS:					
AF	10	Autumn Amber Sumac	Rhus trilobata 'Autumn Amber'	5 gallon	72" o.c.
BG	7	Blue Grama Grass	Bouteloua gracilis 'Blonde Ambition'	1 gallon	24" o.c.
BH	7	Blue Oat Grass	Helictotrichon sempervirens	1 gallon	24" o.c.
BO	7	Blue Oat Grass	Helictotrichon sempervirens	1 gallon	24" o.c.
CAR	30	Carbon Antler Sumac	Rhus typhina 'Bailtiger'	5 gallon	72" o.c.
DAY	111	Dayflower Blue Spike	Perovskia atriplicifolia	1 gallon	24" o.c.
FG	43	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	1 gallon	24" o.c.
FRA	26	Fragrant Sumac	Rhus aromatica 'Gro-Low'	5 gallon	72" o.c.
LM	17	Lemon Mint	Agastache rupestris 'Sulphurea'	1 gallon	24" o.c.
MG	9	Maiden Grass	Miscanthus sinensis 'Morning Light'	1 gallon	24" o.c.
NEP	27	Nepeta Blue Dwarf	Nepeta x faassenii 'Blue Dwarf'	1 gallon	24" o.c.
PVA	23	Perennial Russian Sage	Perovskia atriplicifolia 'Longin'	1 gallon	24" o.c.
SB	10	Shrub Dogwood	Cornus sericea 'Bailey'	5 gallon	72" o.c.
SWI	10	Switch Grass	Panicum virgatus 'Shenandoah'	1 gallon	24" o.c.
WIT	10	Witch Hazel	Hamamelis vernalis 'Sandra'		
YUC	10	Yucca, Adam's Needle	Yucca filamentosa 'Golden Sword'	5 gallon	72" o.c.
YUP	21	Yucca, Plant Up Pink	Yucca x 'Plant Up Pink'	5 gallon	72" o.c.
TOTAL	440				
PERENNIALS/GROUNDCOVERS:					
CD	115	Crimson Pixie Daylily	Hemerocallis x 'Crimson Pixie'	1 gallon	24" o.c.
HY	48	Hyssop Blue	Agastache foeniculum 'Blue Fortune'	1 gallon	24" o.c.
MF	127	Moss Pink Phlox	Phlox subulata 'Emerald Blue'	1 gallon	24" o.c.
PC	110	Prairie Coneflower	Ratibida pinnata	1 gallon	24" o.c.
TOTAL	365				

PLANT NOTES:

1. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN AMERICAN STANDARD FOR NURSERY STOCK.

2. TREES SHALL NOT BE PLANTED CLOSER THAN 4' FROM ANY SIDEWALK OR CURB.

3. ALL SHRUBS SHALL BE PLANTED NO LESS THAN 1' FROM ANY SIDEWALK OR CURB.

4. GRADES SHALL BE SET TO ALLOW FOR POSITIVE DRAINAGE AWAY FROM STRUCTURES. LANDSCAPE CONTRACTOR SHALL MAINTAIN SPECIFIED GRADES AND THE FACE OF SLOPES AS SHOWN ON PLANS, SECTIONS, AND DETAILS.

5. DOWNSPOUTS SHALL DISCHARGE THROUGH SPLASH BLOCKS COORDINATED WITH THE FINAL GRADE OR OTHER POWER TOOLS SO THAT THE PROPOSED SWALES, STORM SEWERS, OR OTHER CONSTRUCTIONS DOES NOT CONFLICT WITH PROPER INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS OR TURF AREAS.

6. ALL SHRUB BEDS ADJACENT TO TURF AREAS SHALL BE EDGED WITH 4" DEPTH OF SHREDDED HARDWOOD BARK MULCH OVER STEEL BEDS. SEE DETAILS.

7. ALL SHRUB BED AREAS SHALL BE MULCHED WITH A 4" LAYER OF WOOD MULCH.

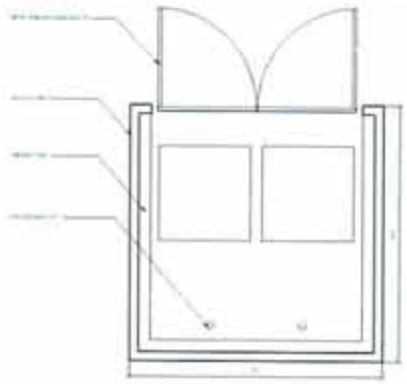
8. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED. ORGANIC SOIL AMENDMENTS SHALL BE INCORPORATED AT THE RATE OF AT LEAST THREE CUBIC YARDS PER 1,000 SQUARE FEET OF LANDSCAPE AREA.

9. ALL TURF AREAS WILL BE SODDED WITH DWARF FESCUE BLEND OR EQUAL. SODDED AREAS SHALL INCLUDE SEED MIX APPROPRIATE FOR MET LANDSCAPE CONDITIONS. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE EROSION CONTROL FABRIC.

10. CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES SHOWN TO INSTALLATION. IN CASE NUMBER OF PLANT SYMBOLS SHALL HAVE PRIORITY OVER THE QUANTITY DESIGNATED.

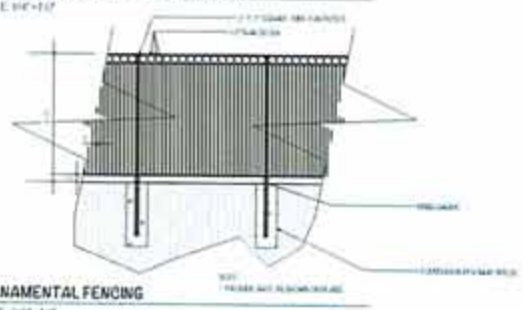
11. REFER TO THE CITY OF KENOSHA CONSTRUCTION STANDARDS FOR ALL METAL EDGING THROUGHOUT THE PROJECT.

12. REFER TO THE CIVIL ENGINEERED DRAWINGS FOR GRADING AND UTILITY INFORMATION.



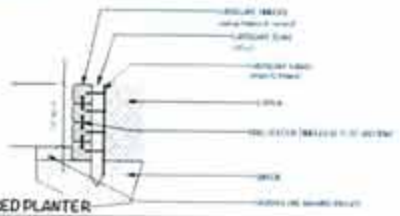
TRASH ENCLOSURE - PLAN & SECTION

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



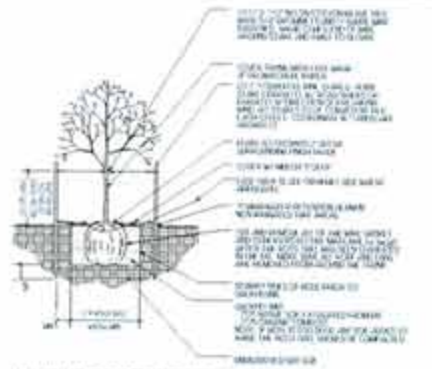
ORNAMENTAL FENCING

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



RAISED PLANTER

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



DECIDUOUS TREE PLANTING & STAKING

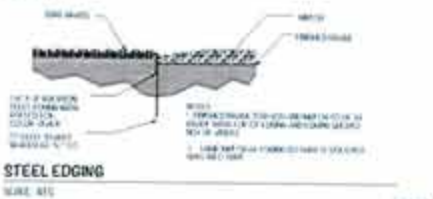
SCALE: NTS

EVERGREEN TREE PLANTING & STAKING

SCALE: NTS

SHRUB PLANTING - TYP.

SCALE: NTS



STEEL EDGING

SCALE: NTS

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866.529.9130

outside la

AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_616

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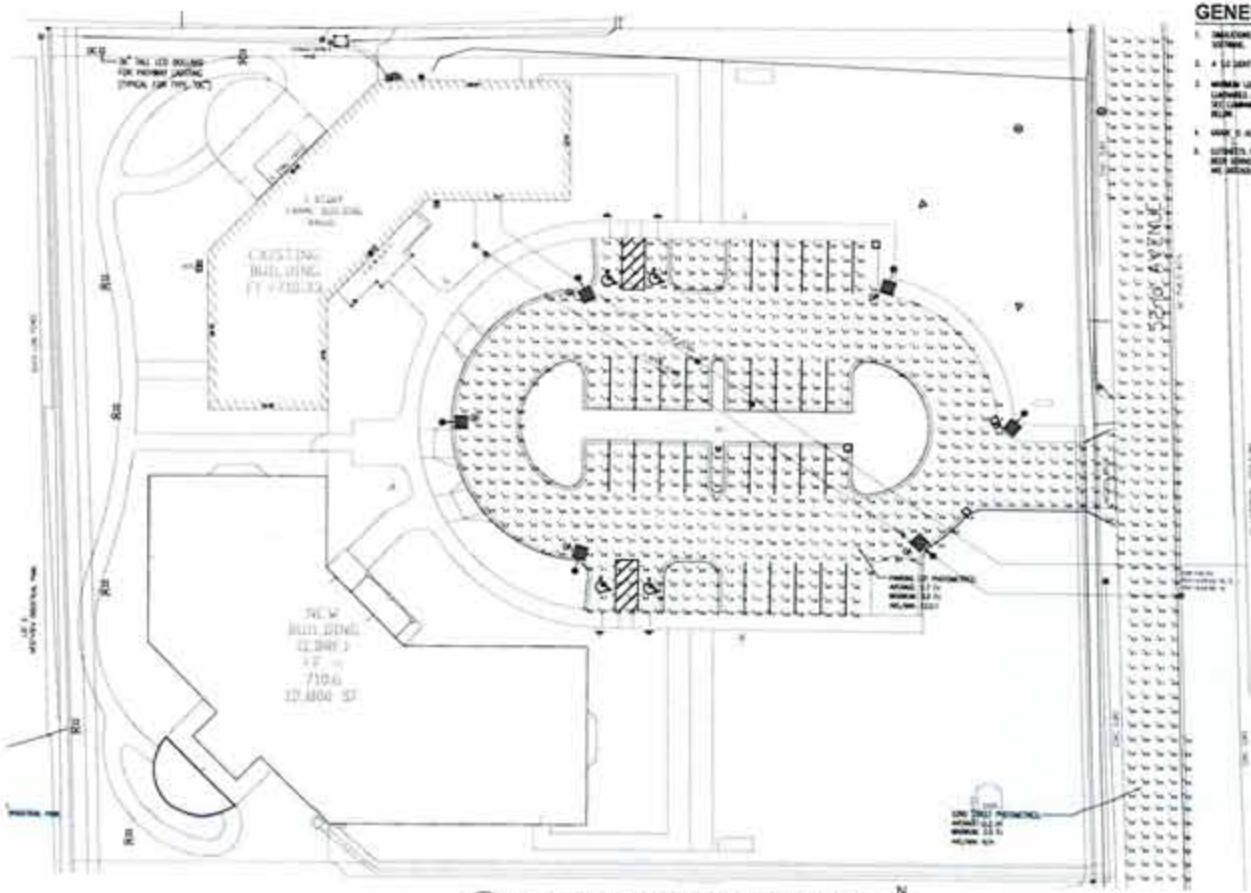
Landscape Details

L-2



ELECTRICAL SITE LIGHTING PHOTOMETRIC PLAN

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

LIGHTING FIXTURE SCHEDULE

ID#	NO.	LAMP DATA TYPE	DESCRIPTION	LIGHTING FIXTURE MAKE	LIGHTING FIXTURE CATALOG NO.	MOUNT	MATERIAL	Equal Manufacturers	FIXTURE DEPTH	VOLT.	SEE NOTE
0A	1	LED - 4 BOARD	LED FLOODLIGHT-TYPE 3 DISTRIBUTION	COOPER LIGHTING	GLEON-AA-04-LED-E1-T3-COLOR-CA-TH	18' POLE	24" BASE	KIM, GARDCO	25"	WHOLE	1,4
0B	1	LED - 4 BOARD	LED FLOODLIGHT-TYPE 4 DISTRIBUTION	COOPER LIGHTING	GLEON-AA-04-LED-E1-T4-COLOR-CA-TH	18' POLE	24" BASE	KIM, GARDCO	25"	WHOLE	1,4
0C	1	LED	LED BOLLARD-TYPE 2 DISTRIBUTION	CREE LIGHTING	PWP-EDG-2M-P4-02-D-UL-COLOR-300	36" AFG		KIM, GARDCO	10"	WHOLE	

Notes:

1. PROVIDE ROUND STEEL POLE RATED FOR LUMINAIRE(S) EPA RATING. LUMINAIRE SPECIFIED WITH 10" EXTENDED ARM FOR POLE MOUNTING.
2. NOT USED.
3. NOT USED.
4. EC SHALL PROVIDE SITE LIGHTING SYSTEM WHERE LUMINAIRE, POLE, AND POLE BASE COVER TO MATCH. EC TO PROVIDE ALL COMPONENTS NECESSARY FOR INSTALLATION OF SITE LIGHTING SYSTEM.

STUDIO

STUDIO ARCHITECTURE
1350 Pine Street, Suite 1
Boulder, CO 80302
thestudioarchitecture.com
866.529.9130

AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_616

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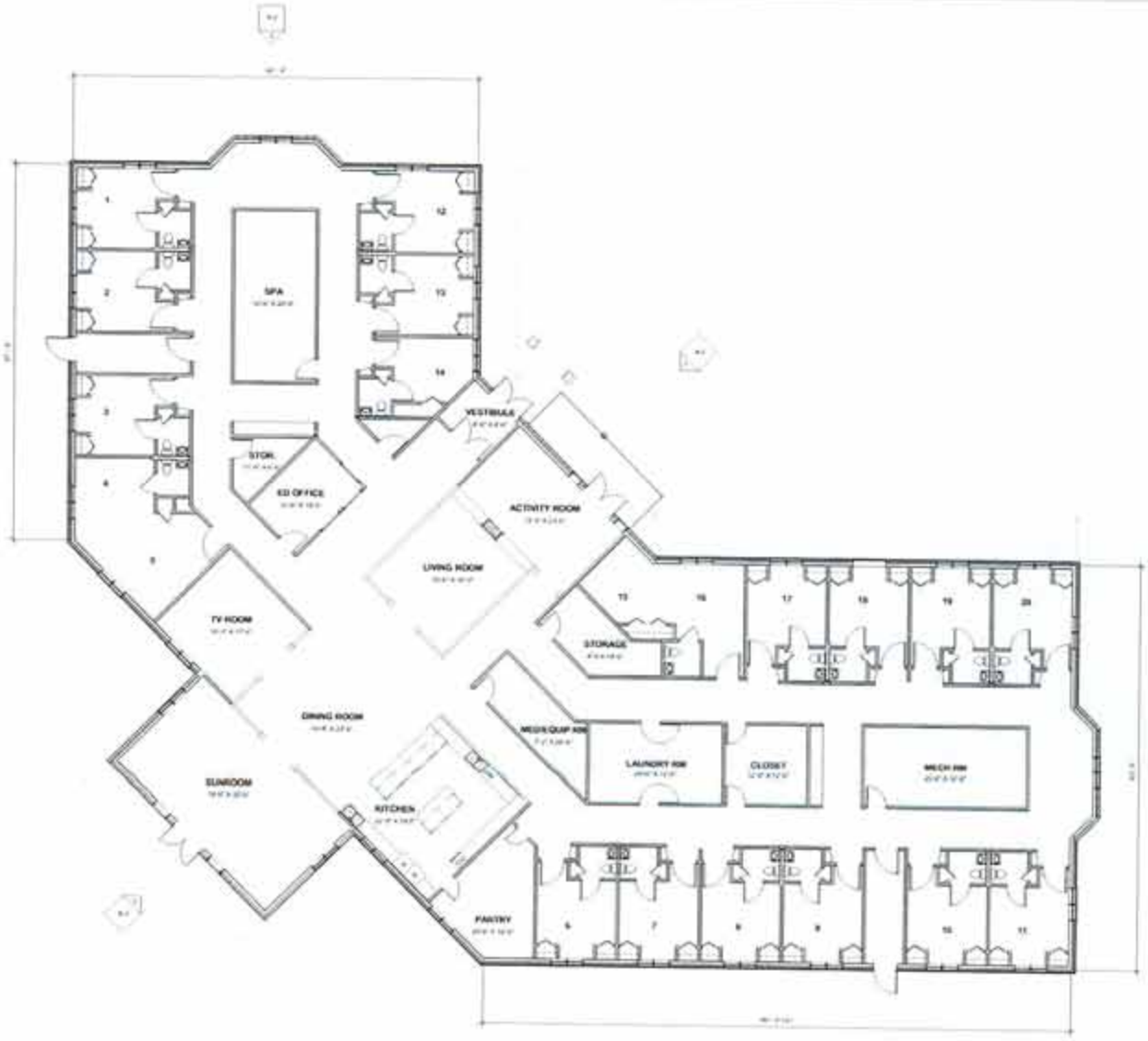
ELECTRICAL SITE LIGHTING PHOTOMETRIC PLAN

E-1



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866.529.9130

AZURA KENOSHA

STUDIO Project No: 600_616

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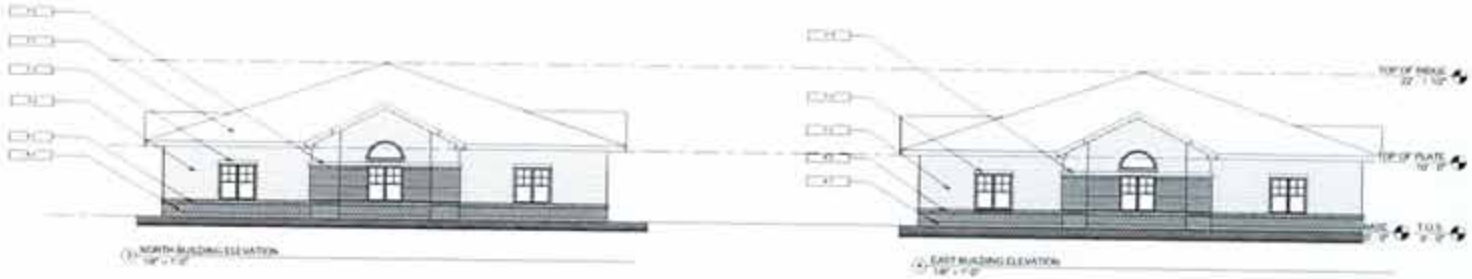
NOT FOR CONSTRUCTION

FLOOR PLAN

A-1

KEYNOTE LEGEND	
4.1	BRICK VENEER, BRICK COLOR TO MATCH ADJACENT BUILDING
4.2	BRICK VENEER ROWLOCK, BRICK COLOR TO MATCH ADJACENT BUILDING
7.1	ASPHALT SHINGLE ROOF TO MATCH ADJACENT BUILDING
7.2	HARDIE PLANK LAP SIDING
7.3	HARDIE TRIM, COLOR AND STYLE TO MATCH ADJACENT BUILDING



3 NORTH BUILDING ELEVATION
1/8" = 1'-0"

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

2 SOUTH-WEST BUILDING ELEVATION
1/8" = 1'-0"

1 NORTH EAST BUILDING ELEVATION
1/8" = 1'-0"

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AZURA KENOSHA

4600 52ND AVENUE, KENOSHA, WI

STUDIO Project No: 600_616

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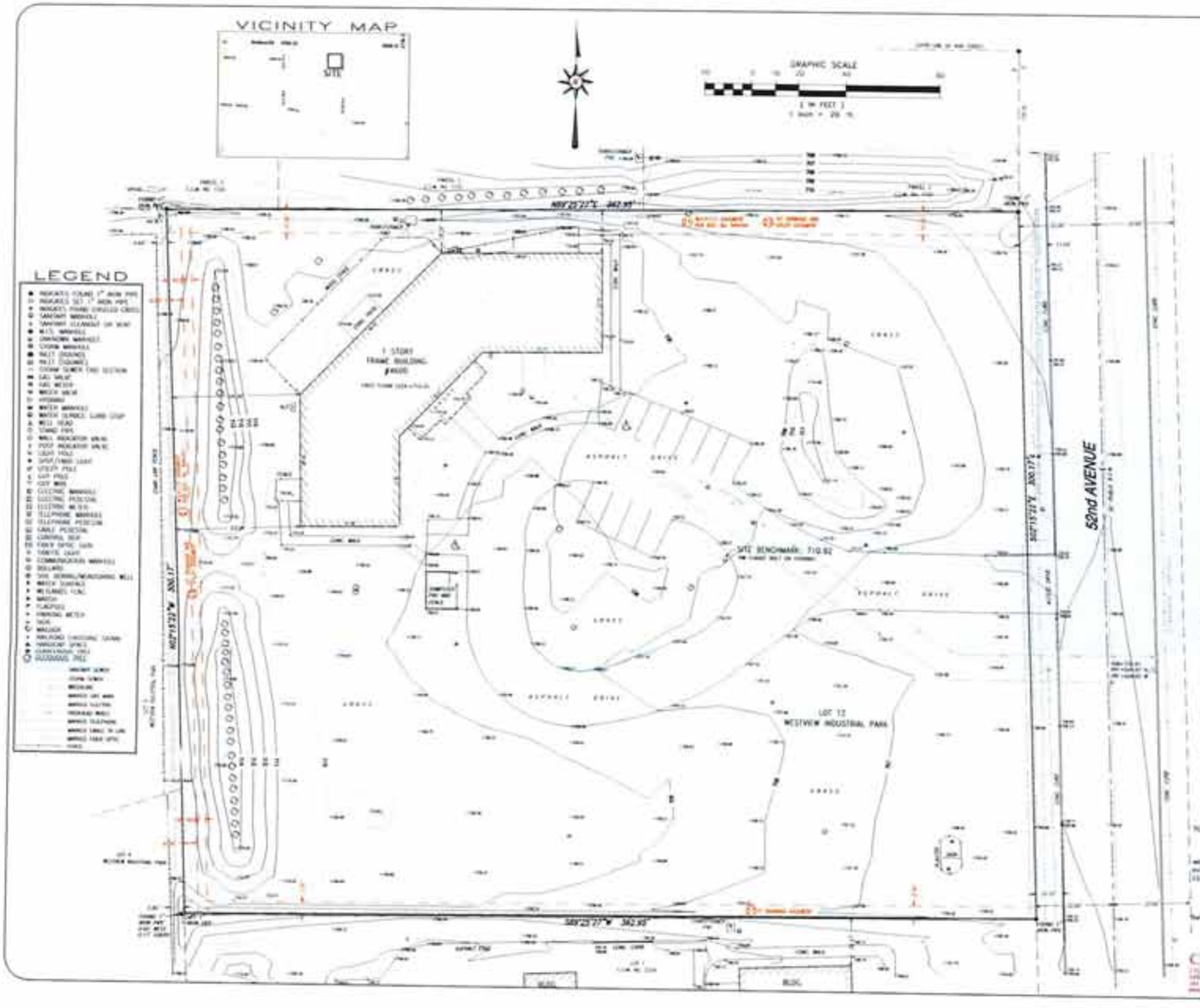
BUILDING ELEVATIONS

A-2



ALTA/ACSM LAND TITLE SURVEY

CLIENT

SITE ADDRESS

LEGAL DESCRIPTION

BASIS OF BEARINGS

STARTING BENCHMARK

TITLE COMMITMENT

LABEL "A" ITEMS

PARKING SPACES

FLOOD NOTE

MUNICIPAL ZONING

LAND AREA

TO: MAPCO Wisconsin, LLC
Chicago Title Insurance Company

Date of Map: May 1, 2014

Daniel C. Chapel
Registered Land Surveyor
Registration Number 5-1110

CHAPEL LAND SURVEYS

Drawing No. 1721-ap

Planning & Zoning Division 625 52nd Street - Room 308 Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 7
Request for a Distance and Density Exception for a 20-bed CBRF to be located at 4600 52nd Avenue (Azura Memory Care) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4600 52nd Avenue
Zoned: IP Institutional Park District

NOTIFICATIONS/PROCEDURES:

The Alderperson of the district, Alderperson Johnson, along with the Alderperson of the adjacent district, Alderperson Kennedy, have been notified. The Common Council is the final review authority.

ANALYSIS:

- The applicant has requested approval of a 20-bed Community Based Residential Facility (CBRF) to be located on the same property as an existing 20-bed CBRF. Both facilities would be for the treatment of residents with Alzheimer's Disease.
- Under State Statutes, the number of beds for all CBRF's in an Aldermanic District can not exceed 25, or 1% of the district's population, whichever is greater. The proposed district, Aldermanic District #16, has 176 beds, which is 3.0% of the districts population.
- Under State Statutes, no CBRF shall be located within 2,500 feet of another existing CBRF. The propose facility will be located within 2,500 feet of three (3) existing CBRF's.
- On May 20, 2010, the City Plan Commission adopted City Plan Commission Resolution 03-10 which established standards for reviewing distance and density exceptions. A copy of that Resolution is attached.
- The resolution was based on the Federal Approvals Circuit Court decision and relates to Federal Fair Housing Act.
- Staff has reviewed the standards established by that Resolution and find that this request complies with the standards of the Resolution and that a distance and density exception should be granted.

RECOMMENDATION:

A recommendation is made to grant the Distance and Density Exception for a 20-bed CBRF.

Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-item7-BW-cup.odt

CITY PLAN COMMISSION RESOLUTION # 03 -10

By: City Plan Commission

Standards for Reviewing and Recommending Approval of Distance and/or Density Exceptions for Community Living Arrangements (CLA's) and Adult Family Homes (AFH's)

WHEREAS, Section 62.23(7)(i)1. of the Wisconsin Statutes provides that no Community Living Arrangement (CLA) may be established after March 28, 1978 within 2,500 feet, or a lesser distance established by an ordinance, of the City of another CLA unless an exception is granted by the City; and

WHEREAS, Section 62.23(7)(i)2r. of the Wisconsin Statutes provides that no Adult Family Home (AFH) may be established within 2,500 feet, or a lesser distance established by an ordinance, of the City of another AFH or CLA unless an exception is granted by the City; and

WHEREAS, Section 62.23(7)(i)2. of the Wisconsin Statutes provides that CLA's shall be permitted in each City without restrictions as to the number of facilities so long as the total capacity of such CLA's within each aldermanic district does not exceed 25 or one percent of the district's population, whichever is greater. The City may grant an exception to this requirement; and

WHEREAS, the Wisconsin Statutes do not provide standards for granting exceptions to Section 62.23(7)(i)1, 62.23(7)(i)2. and 62.23(7)(i)2r.; and

WHEREAS, the City is required to comply with the Fair Housing Act (FHA) and the Fair Housing Act Amendments (FHAA) which prohibit discrimination in housing on the basis of disability; and

WHEREAS, Congress has explicitly intended for the FHAA to apply to zoning ordinances and other laws that would restrict the placement of group homes; and

WHEREAS, the City is required to comply with the Americans with Disabilities Act (ADA) which provides a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, the federal courts have held that the ADA clearly encompasses zoning decisions by local government entities; and

WHEREAS, the Federal Appeals Court for the Seventh Circuit, which includes Wisconsin, in the case of *Oconomowoc Residential Programs, Inc. v. City of Milwaukee*, 300 F.3d 775(7th Cir.2002) held that a public entity must reasonably accommodate a qualified individual with a disability by making changes in rules, notices, practices or services when needed to avoid discrimination on the basis of disability unless the public entity can demonstrate that making the modification would fundamentally alter the nature of the service, program or activity; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that a reasonable accommodation prohibits the enforcement of zoning ordinances and local housing policies in a manner that denies people with disabilities access to housing on par with that of those who are not disabled; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that an accommodation is reasonable if it is both efficacious and proportional to the costs to implement it and is unreasonable if it imposes undue financial or administrative burdens on a municipality or requires a fundamental alteration in the nature of the program; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that an accommodation is necessary if without the required accommodation the disabled individuals will be denied the equal opportunity to live in a residential neighborhood; and

WHEREAS, the Seventh Circuit in the *Oconomowoc* case held that once an applicant has established that the requested accommodation is reasonable and necessary to provide disabled individuals with an equal opportunity to enjoy housing in a residential neighborhood, the burden shifts to the municipality to prove either that the requested accommodation is unreasonable, imposes undue financial or administrative burdens on the municipality, or requires a fundamental alteration in the nature of the service, program, activity, zoning ordinance, or housing policies; and

WHEREAS, in light of the Seventh Circuit decision in the *Oconomowoc* case and cases decided subsequently, the City Plan Commission and the Common Council have requested that standards be established for reviewing and recommending approval of Distance and/or Density Exceptions for CLA's and AFH's.

NOW, THEREFORE BE IT RESOLVED that the City Plan Commission adopts the following standards for review and recommending approval of Distance and/or Density Exceptions for CLA's and AFH's.

1. Whether the applicant has shown that the proposed exception is subject to the provisions of the Fair Housing Act (FHA), the Fair Housing Act Amendments (FHAA), or the Americans with Disabilities Act (ADA);

2. Whether the applicant has shown that the proposed exception reasonably enhances the quality of life or provides an opportunity for a disabled person to live in a residential neighborhood;

3. Whether the applicant has shown that the proposed exception is necessary to afford the residents of the CLA or AFH an equal opportunity to live in a residential neighborhood;

4. Whether the City has shown that the proposed exception imposes an undue financial or administrative burden on the City;

5. Whether the City has shown that the proposed exception fundamentally alters the nature of any City service, program or activity;

6. Whether the City has shown that the proposed exception fundamentally alters the City Zoning Ordinance or other Ordinances relating to the siting of the CLA or AFH.

BE IT FURTHER RESOLOVED, that upon considering the foregoing standards and based upon the Seventh Circuit Court of Appeals decision in *Oconomowoc Residential Program, Inc. v. City of Milwaukee,* 300 F.3d 775 (7th Cir. 2002) and its progeny an application for approval of Distance and/or Density Exceptions for CLA's and AFH's shall be granted upon finding that the requested accommodation is reasonable, necessary, will not impose undue financial or administrative burdens on the City, and will not fundamentally alter the nature of any City service, program, activity, zoning ordinance or other legislative scheme relating to the siting of the CLA or AFH.

Adopted this 20th day of May, 2010

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

Mayor Keith Bosman, Chairman of City Plan Commission

DRAFTED BY: CITY ATTORNEY
1CPC/2010/May20/resol-cpc-cla

Distance/Density Exception for a Community Living Arrangement
City of Kenosha, Wisconsin

Name of Applicant: Matthew Lyons

Property Address: 4600 52nd Avenue
Kenosha, Wisconsin 53144

Facility Name (if applicable): Azura Memory Care of Kenosha North

Home Phone:	Work Phone: 720 838 2969
Distance Exception? X	Density Exception? X

Type of Community Living Arrangement:

_ Adult Family Home (AFH)
X Community Based Residential Facility (CBRF)
_ Other: _____
_ Residential Care Center for Youth
_ Group Home for Children

Please provide an answer to the following questions in the space provided or under separate cover:

Is the request for an exception reasonable? Please see attached letter.

Is the request for an exception necessary to avoid discrimination based on disability?
Please see attached letter

Will the proposed use require any exterior changes to the proposed facility?
Please see attached letter.

For Office Use Only:

Date Received: _____ Received by: _____

July 18, 2014

Department of Community Development & Inspections
Attn: Mr. Brian R. Wilke
625 52nd Street – Room 308
Kenosha, Wisconsin 53140

Re: Distance/Density Exception for a Community Living Arrangement

Dear Mr. Brian Wilke:

Azura currently operates a Community Based Residential Facility ("CBRF") which has a 20 resident capacity to serve senior citizens affected with Alzheimer's/Dementia within the community. We are currently operating at full capacity and believe that there is sufficient need for additional service to the Alzheimer's/Dementia community that warrants an expansion of our facility. The proposed expansion consists of an additional CBRF building with a 20 resident capacity. The proposed expansion will be an extension of our current use at the site. Both of the buildings will have the same ownership and both will be operated by Azura.

We would like to request an exception to allow the new CBRF to be located within 2,500 feet of the following CBRFs and to exceed the CBRF density requirement.

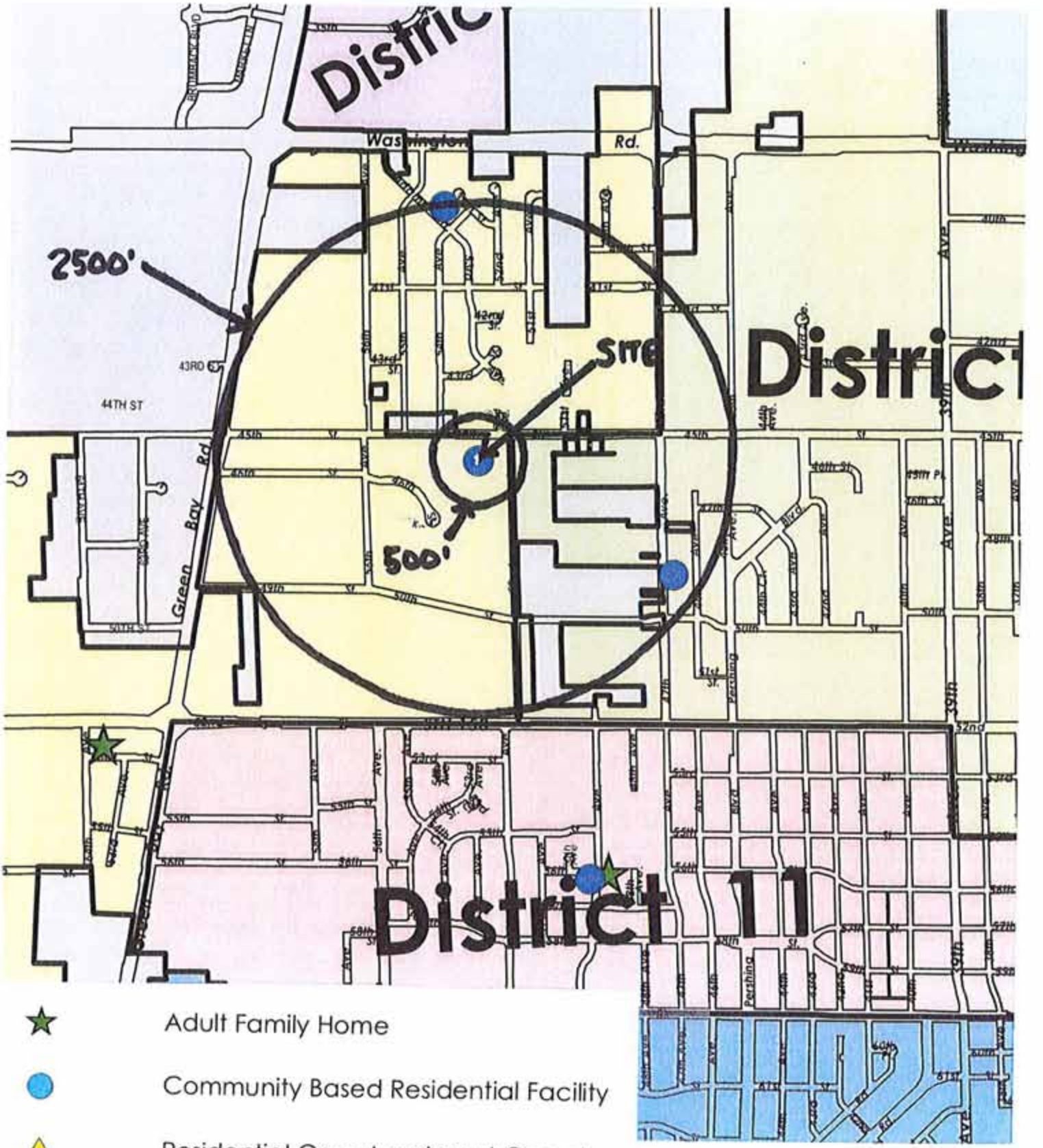
1. Azura Memory Care of Kenosha North, 4600 52nd Avenue, Kenosha, Wisconsin.
   Azura is currently operating a 20-bed CBRF community that serves seniors affected by Alzheimer's / Dementia.
2. Edwards House, 4831 47th Avenue, Kenosha, Wisconsin
   Edwards House is an 8-bed community that serves people with traumatic brain injury, mental illness, and developmental disabilities, in addition to correctional clients (per Wisconsin CBRF Directory).
3. Brotoloc Cottonwood CBRF, 5415 Adams Road, Kenosha, Wisconsin.
   Cottonwood is a 6-bed community that serves people with traumatic brain injury, physical disabilities, mental illness, and developmental disabilities (per Wisconsin CBRF Directory)

As summarized above, the only CBRF with a similar purpose within 2,500 feet of the proposed CBRF is the community which Azura intends to expand. Azura feels that our requests are reasonable as our market study shows a significant need for care alternatives for the Alzheimer's/Dementia population and our proposed expansion does not serve the same purpose as the other proximate CBRFs.

Additionally, stigma and prejudice against people with Alzheimer's disease is a significant obstacle to the well-being and quality of life of those with dementia and their families, and can affect the provision of care to those who need it. By accepting this request, the city can help to avoid this issue by allowing Azura the ability to provide a care alternative for those with Alzheimer's and Dementia.

Thank you,

Matthew Lyons



Distric
Washington
Rd.
2500'
Site
District
43RD
44TH ST
Green Bay Rd.
500'
District 11
Adult Family Home
Community Based Residential Facility
Residential Care Apartment Complex
Adult Day Care

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 24, 2014	Item 8

By the City Plan Commission: Petition to rezone property located at the northwest corner of 55th Street and 22nd Avenue from B-2 Community Business District to Rg-2 General Residential District (City of Kenosha) (District #7) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: Northwest corner of 55th Street and 22nd Avenue
Neighborhood: Columbus West

Vicinity Zoning/Land Use
North: Rg-2/Single-Family Residential
South: Rg-2/Vacant
East: IP, B-2/Columbus Park, Vacant Commercial
West: Rg-2/Single-Family Residential

NOTIFICATIONS/PROCEDURES:

The Alderperson of the district, Alderperson Juliana, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

ANALYSIS:

- At the meeting of the City Plan Commission on July 10, 2014, the City Plan Commission initiated the rezoning of the City-owned piece of property located at the northwest corner of 55th Street and 22nd Avenue. The request is to rezone the property from B-2 Community Business District to Rg-2 General Residential District. The purpose of the rezoning is to zone the land in conformance with the adopted *Comprehensive Plan for the City of Kenosha: 2035* which lists the site as *Medium-High Density Residential*. The plan would then be to deed the land over to the adjacent land owner to the west. Currently the City maintains this piece of property which is unbuildable. Deeding the property over to the adjacent land owner would transfer maintenance responsibilities of the property from the City to the private property owner.

- This piece of property used to be part of a parking lot that continued north. The parking lot was removed and replace with grass when the three City homes were constructed to the north of this site. Since that time, the City has mowed the grass and shoveled the sidewalks.

RECOMMENDATION:

Since the proposed rezoning will be compatible with the *Comprehensive Plan for the City of Kenosha: 2035*, a recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance.

B. R O

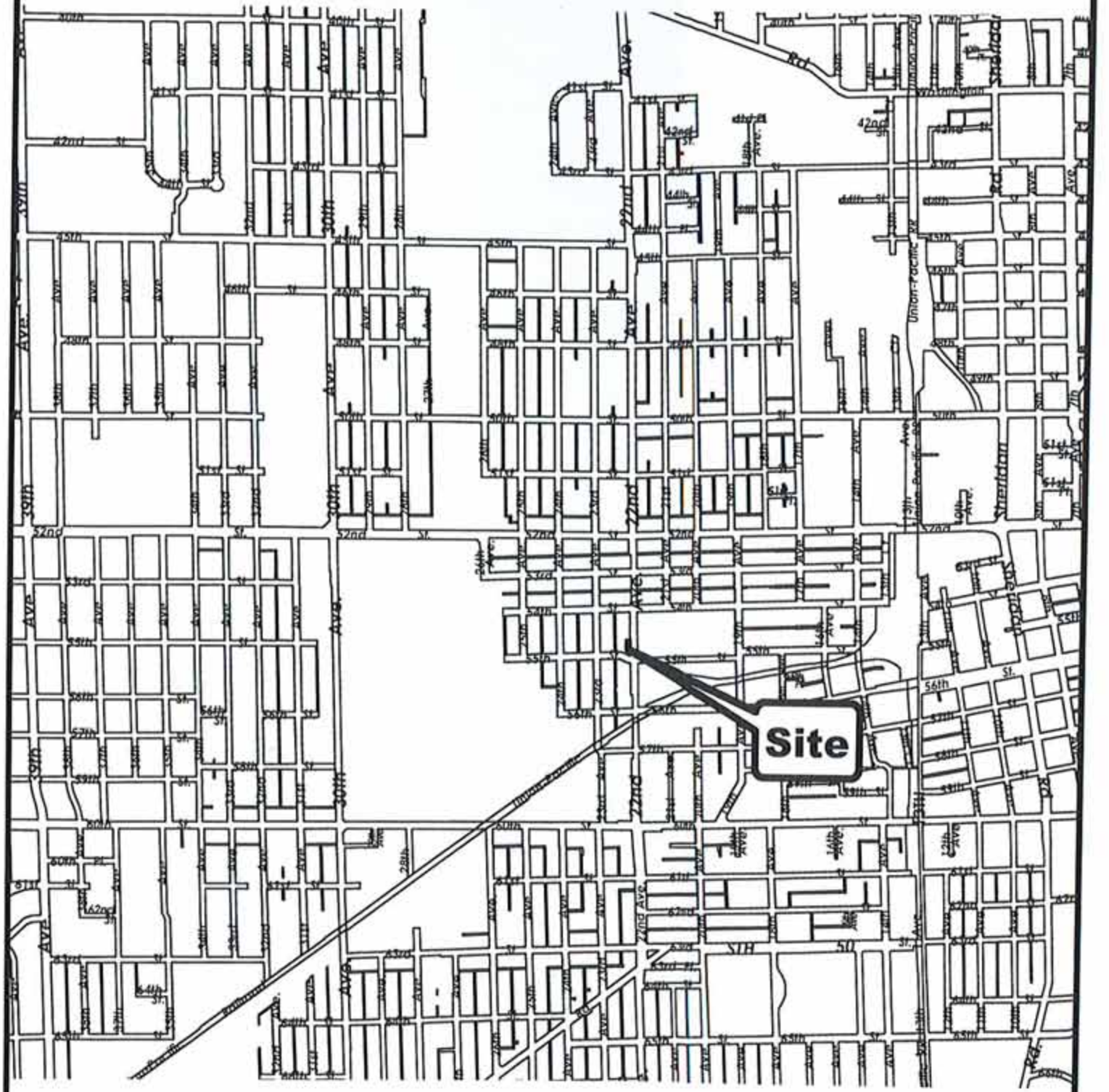
Brian R. Wilke, Development Coordinator

Jeffrey B. Labahn, Director

/u2/acct/cp/crobynm/cpc/July24/2fact-BW-rezone-7-24-14.odt

City of Kenosha

Vicinity Map
City of Kenosha rezoning



DCDL - Planning & Zoning Division - JBL - BRW - June 26 2014 - mc

City of Kenosha

District Map Rezoning

City Plan Commission petition

Supplement No. Z5-14

Ordinance No. _____

Property Requested to be Rezoned from:

B-2 Community Business to RG-2 General Residential

0 100

Feet

DCDI * Planning & Zoning Division * JBL * BRW * June 25, 2014 *

City of Kenosha

Land Use Map
City of Kenosha Rezoning

Property Requested to be Rezoned

0 100

Feet

DCDI ~ Planning & Zoning Division ~ JBL ~ BRW ~ June 28, 2004 ~ mc

·Planning & Zoning
·Community Development
262.653.4030
262.653.4045 FAX
Room 308

·Building Inspections
·Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director
Richard Schroeder, Deputy Director

July 14, 2014

Notice of Public Hearing

Rezoning of property located at 55th Street and 22nd Avenue (City of Kenosha)

The City Plan Commission will hold a public hearing on a Petition initiated by the City Plan Commission to rezone property at the northwest corner of 55th Street and 22nd Avenue, owned by the City of Kenosha. The proposed rezoning would amend the zoning on the property from *B-2Community Business District* to *RG-2 General Residential District*. The rezoning request is to zone the property in conformance with the *City of Kenosha Comprehensive Land Use Plan: 2035* as a residential property.

The public hearing will be held at the City Plan Commission meeting as follows:

Thursday, July 24, 2014 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a protest petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, August 21, 2014 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of Community Development & Inspections in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4049.

BW:kas
Enclosure