



CITY PLAN COMMISSION  
Agenda

Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

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Mayor Keith Bosman - Chairman, Alderperson Scott Gordon - Vice-Chairman  
Alderperson Jan Michalski, Alderperson Kurt Wicklund,  
Patrick DeGrace, Anita Faraone, Robert Hayden, Bradley Kleba, Anderson Lattimore and Jessica Olson

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Call to Order and Roll Call

Approval of Minutes from July 23, 2015

1. 2016 Community Development Block Grant Allocation Plan. PUBLIC HEARING
2. Conditional Use Permit for a 40,135 s.f. hangar to be located at 9121 42nd Place at the Kenosha Regional Airport. (Global Jet Hangar) (District 16) PUBLIC HEARING
3. Conditional Use Permit for an 8,919 square foot retail building to be located at 6425 Green Bay Road. (Kenosha Medical Campus) (District 16) PUBLIC HEARING
4. Driveway Easement and Agreement by and between the City of Kenosha, Wisconsin and Dale L. Pfaff for the benefit of property located at 3919 55th Avenue. (Pfaff) (District 16) PUBLIC HEARING
5. Bicycle and Pedestrian Pathway Easement and Agreement by and between BPOK I, LLC, and the City of Kenosha, Wisconsin for property at 9949 58th Place. (BPOK I, LLC) (District 16) PUBLIC HEARING

Public Comments

Commissioner Comments

Staff Comments

Adjournment

*If you are disabled in need of assistance, please call 262.653.4030 at least 72 hours before this meeting.  
Notice is hereby given that a majority of the members of the Common Council may be present at the meeting.  
Although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting*

**CITY PLAN COMMISSION**  
**Minutes**  
**July 23, 2015**

**MEMBERS PRESENT:** Mayor Bosman, Alderperson Michalski, Alderperson Wicklund, Patrick DeGrace, Robert Hayden and Anderson Lattimore

**MEMBERS EXCUSED:** Alderperson Scott Gordon, Anita Faraone, Brad Kleba and Jessica Olson

**STAFF PRESENT:** Jeffrey B. Labahn and Rich Schroeder

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

A motion was made by Mr. DeGrace and seconded by Mr. Lattimore to approve the minutes of the July 9, 2015 meeting. Jeffrey B. Labahn, Director, said Ms. Faraone has asked for a correction to the minutes. Under Commissioner Comments, the second line should read: *Ms. Faraone also asked that the citizen members be treated with dignity.* A motion was made by Alderperson Wicklund and seconded by Mr. Lattimore to accept the correction. The motion passed. (Ayes 6, Noes 0) On the motion to approve as corrected, the motion passed. (Ayes 6, Noes)

**1. Conditional Use Permit to construct a physical fitness center in the existing warehouse at 1326 35th Street and a Request for Relief to the off-street parking requirements of Section 6.02 F.26 (c) of the Zoning Ordinance. (HarborPark Cross Fit) (District 6) PUBLIC HEARING**

Public hearing opened.

Felicia Pavlica, 4314 6th Street, co-owner of the property, said the parking space requirement is putting a significant hardship on the applicant.

Jason Yule, 1741 21st Avenue, said they will have small class sizes. Their program is geared toward more individual structured training.

Cori Yandel, 3111 56th Avenue, said the delay to put in additional parking would be detrimental to the business.

Public hearing closed.

Rich Schroeder, Deputy Director, showed a video of the property. The Conditional Use Permit request meets the Ordinance requirements. The City Plan Commission is the review authority for the Conditional Use Permit and the off-street parking exception. They could possibly gain a few more stalls by removing a fence in the rear of the building. Staff is concerned that the main entrance is in the front and the parking would be in the rear.

Mr. Schroeder noted that Alderperson Paff, alderman of the district, supports the Conditional Use Permit, but has concerns about the parking requirements.

Mayor Bosman asked if the gravel parking lot next to the building could be used for parking. Mr. Schroeder said yes, they would only have to pave enough of area for the required spaces (9-12 spaces) and should barricade the remainder of the lot so no one parks on the gravel.

Aldersperson Michalski asked if there was any contamination from the old factory that was on the site. Mr. Schroeder said we are not aware of any, but the owner should respond. Aldersperson Michalski asked if someone leases the other portion of the building, would they need additional parking? Mr. Schroeder said it depends on the use. If it is a permitted use, no additional parking is needed. If it is a conditional use, we could require more spaces.

Aldersperson Wicklund asked if the Commission could stipulate a grace period to get the lot paved. Mr. Schroeder said the Zoning Ordinance requires the parking to be paved prior to the issuance of the Occupancy permit. The other alternative would be to post a cash escrow, but that would still be an expense.

Mr. DeGrace asked if the 24 stalls were for the entire building. Mr. Schroeder said no, athletic facility only. Mr. DeGrace asked if they could pave a portion of the parking lot. Mr. Schroeder said they would only need to pave enough area to meet the required parking spaces.

Mr. Lattimore asked how many spaces are handicapped. Mr. Schroeder said 1 or 2 and they are counted toward the total needed.

Aldersperson Michalski said you may want to expand classes in the future, this would require more parking spaces. The applicant said they may add more class times, but intend to keep the size small.

Mr. Hayden asked if the fence in the rear of the building could be removed to obtain additional parking spaces. The owner said they would remove the fence.

A motion was made by Mr. Hayden and seconded by Aldersperson Michalski to approve the Conditional Use Permit and grant the relief to off-street parking by changing the off-street parking requirement to fifteen (15) spaces.

Mr. Labahn said that Staff was under the impression that the main entrance was off of 14th Avenue. Now, will they be coming in the location marked as an exit. Dan Pavlica, the co-owner, said yes, both entrances.

Mayor Bosman said it is a disadvantage not having enough parking at the start of your business. I would really like to see more parking.

Mr. Lattimore asked if we should indicate removal of the fence within the conditions. Mr. Labahn said you should. Mr. Schroeder suggested that if the permit is approved with 15 spaces, the tenant should put up a *NO PARKING* sign by the gravel lot. If people park on the gravel portion, the owner could be fined and the Conditional Use Permit revoked.

Mr. DeGrace commented that the applicant is starting on shaky ground and you don't want to set yourself up for failure.

Aldersperson Wicklund asked if the applicant needs to come back before the Commission if they do additional paving to increase the parking stalls available. Mr. Schroeder said no, it would be a Staff level review and a parking lot permit from Public Works.

A motion was made to amend the Conditions to add that the fence be removed and both doors be signed as entrances. The Amendment passed.

The motion to approve as amended passed. (Ayes 6, Noes 0)

#### **Comments**

Raymond Cameron, 5313 20th Avenue, spoke.

#### **Commissioner Comments**

Aldersperson Wicklund spoke.

#### **Staff Comments**

A motion to adjourn was made by Aldersperson Wicklund and seconded by Mr. DeGrace. The motion passed. (Ayes 6, Noes 0) The meeting adjourned at 5:45 p.m.

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

2016 Community Development Block Grant Allocation Plan. PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

This item will be reviewed by the Finance Committee and the Common Council.

**LOCATION AND ANALYSIS:**

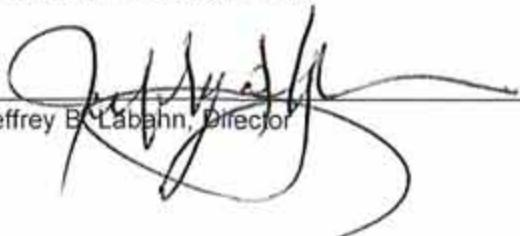
**Site:** City-Wide

1. After conducting a public hearing on August 11, 2015, the Community Development Block Grant (CDBG) Committee recommended approval of the 2016 Fund Allocation Plan which is a requirement of the Department of Housing and Urban Development for the allocation of CDBG funds.
2. The Plan provides guidance on the following:
  - a. Funding Categories
  - b. Evaluation Criteria
  - c. Funding Allocation
  - d. Reprogramming of Funds
  - e. Timeliness
  - f. Funding Requests
  - g. Ineligible Activities
  - h. Liens
3. The CDBG Committee recommended a change to the evaluation criteria removing Agency Plan, Local Neighborhood Strategies, Neighborhood Plan, Area Plan and Agency Plan
  - *The change results in proposals having to meet the needs of the Consolidated Plan.*
4. The CDBG Committee recommended utilizing \$280,843 in Unallocated Entitlement Funds in addition to the anticipated 2016 Entitlement amount of \$936,778 in 2016 Funds.
  - *The change results in a total allocation of \$1,217,621.*
5. The CDBG Committee also recommended a change if there is an increase in funding from the 2016 Entitlement Grant from HUD.
  - *The change results in the following language: If there is an increase of \$25,000 or less in CDBG funds received for the year 2016, funds will be distributed equally to those that were allocated funding, except for those that were fully funded. If the increase is more that \$25,000, funds would be allocated to a Street Resurfacing Fund.*

**RECOMMENDATION:**

A recommendation is made to approve the 2016 CDBG Fund Allocation Plan.

  
\_\_\_\_\_  
Tony Seliche, Community Development Specialist

  
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Jeffrey B. Labahn, Director



COMMUNITY DEVELOPMENT BLOCK GRANT  
Staff Report - Item 2

Tuesday, August 11, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202- Kenosha, WI 53140

2016 Community Development Block Grant Allocation Plan. PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

This item will be reviewed by the City Plan Commission and Finance Committee with final approval by the Common Council.

**ANALYSIS:**

1. The Community Development Block Grant (CDBG) Committee is responsible for developing and preparing the Allocation Plan for the 2016 CDBG Program. A copy of the 2015 Plan is attached along with the Executive Summary and Priority Needs from the recently adopted Consolidated Plan.
2. The new plan should consider the following:
  - a. A project funded with CDBG funds must fit into one of three (3) Federally identified categories:
    - Low and moderate income benefit
    - Elimination of slums and blight
    - Urgent need (emergency situation-disaster)

*70% of the funds expended during the 2014-2016 program years must benefit low to moderate income persons.*

- b. Funding Categories:
  - Below are the categories and percentages that were used during the prior program years:

PROGRAM CATEGORY	2008	2009	2010	2011	2012	2013	2014	2015
Public Service	15%	15%	15%	15%	15%	15%	15%	15%
Planning & Management	20%	20%	20%	20%	20%	20%	20%	20%
Housing & Neighborhood Improvement	62-65%	62-65%	53-63%	65%	65%	65%	65%	65%
Economic Development	0-3%	0-3%	0-12%					

- c. Funding Level Limitations:
  - There are two (2) regulatory limitations on the level of funding.
  - First - Planning, Management and General Administration costs cannot exceed 20% of the total funds expended.
  - Second - only 15% of the total funds can be used for public service projects.
- d. Planning/Administration
  - These funds are used to administer the CDBG Program and for comprehensive planning activities which include:
    - Comprehensive Plans
    - Individual Project Plans
    - Community Development Plans
    - Capital Improvement Programs

- Small Area and Neighborhood Plans
- Analysis of impediments to fair housing choice
- Environmental and Historic Preservation studies
- Functional Plans (*housing, land use, energy conservation or economic development*)
  
- Priority
  - Emphasis needs to be placed on addressing the Priority needs as identified in the Consolidated Plan.
  
- Reduction/Increase in Funding
  - Direction needs to be provided on what happens if the City receives additional funding as well as if there is a reduction in funding.
  
- Reprogramming of Funds
  - Direction needs to be provided on how funds designated to be re-programmed will be re-allocated.

**RECOMMENDATION:**

For Committee review and recommendation.

  
\_\_\_\_\_  
Tony Geliche, Community Dev Specialist

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\_\_\_\_\_  
Jeffrey B. Labahn, Director

## Executive Summary

### ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The purpose of the City of Kenosha's Five Year 2015-2019 Consolidated Plan is to develop a viable urban community by providing decent housing, a suitable living environment, expanded economic opportunities principally for low and moderate-income persons, and programs that will address the needs of homeless and near homeless persons. The plan sets forth how two HUD grants, the Community Development Block Grant and the HOME Investment Partnership Grant, will be used as investment priorities to achieve specific HUD objectives and outcomes performance measures.

#### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City's goals for the 2015-2019 planning period focus on continuing neighborhood revitalization efforts, providing affordable housing and assisting low-income, homeless, and special needs residents with supportive services. Specifically, the City will do the following:

##### **Provide Decent Affordable Housing:**

- Assist 100 low to moderate income rental households through rehabilitation
- Add 5 to 10 homeowner housing units for low to moderate income households
- Rehabilitate 50 homeowner housing units for low to moderate income households
- Provide direct financial assistance to 10 low to moderate income homebuyers
- Provide Tenant-based Rental Assistance to 40 low-income households

##### **Create Suitable Living Environments for low to moderate income persons:**

- Assist 10,000 persons through Public Facility or Infrastructure activities
- Assist 12,500 persons through Public Service activities
- Assist 750 homeless persons through overnight shelters

##### **Create Economic Opportunity:**

- Create and/or retain 15 low to moderate income jobs
- Assist 15 businesses (creation/expansion)

#### 3. Evaluation of past performance

## SP-25 Priority Needs - 91.215(a)(2)

### Priority Needs

Table 48 – Priority Needs Summary

<b>1</b>	<b>Priority Need Name</b>	Community Dev - Public Facilities & Improvements
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	Low - moderate Income Census Tract Block Groups
	<b>Associated Goals</b>	Suitable Living Environ-Facilities/Infrastructure
	<b>Description</b>	Youth Centers Neighborhood Improvements Homeless Facilities Infrastructure

	<b>Basis for Relative Priority</b>	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs
2	<b>Priority Need Name</b>	Community Development - Public Services
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	<b>Geographic Areas Affected</b>	Low - moderate Income Census Tract Block Groups
	<b>Associated Goals</b>	Suitable Living Environ through Public Services
	<b>Description</b>	Youth Services Job Training Homeless Services Expansion of Public Transportation

	<b>Basis for Relative Priority</b>	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
3	<b>Priority Need Name</b>	Community Development - Economic Development
	<b>Priority Level</b>	High
	<b>Population</b>	Extremely Low Low Moderate Middle Large Families Families with Children
	<b>Geographic Areas Affected</b>	Low - moderate Income Census Tract Block Groups
	<b>Associated Goals</b>	Create Economic Opportunities
	<b>Description</b>	Job Creation Job Training Commercial Revitalization
	<b>Basis for Relative Priority</b>	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
	4	<b>Priority Need Name</b>
<b>Priority Level</b>		High
<b>Population</b>		Extremely Low Low Moderate Middle Large Families Families with Children Elderly
<b>Geographic Areas Affected</b>		Low - moderate Income Census Tract Block Groups
<b>Associated Goals</b>		Provide safe, decent affordable housing

	<p><b>Description</b></p> <p>Exterior property maintenance/rehabilitation:</p> <ul style="list-style-type: none"> <li>• Owner households between 50-80% AMI</li> <li>• Owner households with housing cost burden greater than 30% of their monthly income</li> </ul> <p>Exterior property maintenance/rehabilitation:</p> <ul style="list-style-type: none"> <li>• Renter households between 0-30% AMI</li> <li>• Renter households with housing cost burden greater than 30% of their monthly income</li> </ul> <p>Affordable Housing:</p> <ul style="list-style-type: none"> <li>• Coordinate housing with Habitat for Humanity in which housing cost burden is less than 30% of the household's monthly income</li> <li>• Tenant-based rental assistance</li> </ul> <p>Purchase assistance (down payment assistance, closing cost assistance, mortgage assistance)</p>
	<p><b>Basis for Relative Priority</b></p> <p>The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.</p>
5	<p><b>Priority Need Name</b></p> <p>Homeless</p> <hr/> <p><b>Priority Level</b></p> <p>High</p> <hr/> <p><b>Population</b></p> <p>Extremely Low  Low  Moderate  Middle  Chronic Homelessness  Individuals  Families with Children  Mentally Ill  Chronic Substance Abuse  veterans  Persons with HIV/AIDS  Victims of Domestic Violence  Unaccompanied Youth</p> <hr/> <p><b>Geographic Areas Affected</b></p> <p>Low - moderate Income Census Tract Block Groups</p> <hr/> <p><b>Associated Goals</b></p> <p>Suitable Living Environ-Facilities/Infrastructure  Suitable Living Environ through Public Services</p>

	<b>Description</b>	Affordable Housing including permanent supporting housing and transitional housing Supportive Services Services to prevent homelessness
	<b>Basis for Relative Priority</b>	The Public Input Session, the online survey, and needs assessment identified the above listed as priority needs.
6	<b>Priority Need Name</b>	Planning and Administration
	<b>Priority Level</b>	High
	<b>Population</b>	Low Moderate
	<b>Geographic Areas Affected</b>	Low - moderate Income Census Tract Block Groups
	<b>Associated Goals</b>	Administration and Planning
	<b>Description</b>	Oversight, management, monitoring and coordination of CDBG and HOME Programs. Comprehensive Planning
	<b>Basis for Relative Priority</b>	Program Administration

### Narrative (Optional)

Priority needs were identified through a Public Input Session, an online survey, and the needs assessment. A public input session was held on April 28, 2014 and attended by thirty-two participants from agencies, groups and organizations. The online survey was conducted from April 1 through April 30, 2014 with 238 respondents. The survey questions covered housing, homeless, special needs, infrastructure, public facilities, public service, and economic development.

**Community Development Block Grant  
Fund Allocation Plan  
2015-2016**

**I. INTRODUCTION**

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year 2015 2016.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

**II. FUNDING CATEGORIES**

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

**PUBLIC SERVICE**

- > Project/Program Delivery Costs
- > Equipment to Support Program Services

**HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT**

- > Housing Rehabilitation
- > Code Enforcement Programs
- > New Housing Construction
- > Historic Preservation
- > Neighborhood Projects
- > Public Improvements
- > Facility Improvements
- > Revolving Loan Fund

- > Revolving Business Loan programs
- > Job Creation for Low/Moderate Income Benefit
- > Commercial Revitalization

**PLANNING / MANAGEMENT**

- > CDBG Implementation
- > Comprehensive Planning
- > Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- > benefiting low and moderate income persons,
- > addressing slums or blight,
- > meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

**III. EVALUATION CRITERIA**

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

**PUBLIC SERVICE PROJECTS**

Proposals must address the following:

**Plan Consistency**

To be considered for funding as a Public Service Project, the proposal must be contained in the **Consolidated Plan**, one of the following:

- > Consolidated Plan
- > Agency Plan
- > Local Neighborhood Strategies

**Benefit**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- > 51% of the persons directly benefiting are from low-to-moderate income households, or
- > 51% of the persons residing in the area being served are low-to-moderate income

**Project Type**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- > the project is a new project, or
- > the project is a quantifiable increase in a service already being provided

**Leveraging**

To be considered for funding as a Public Service Project, the proposal must demonstrate

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

**Measurable Outcomes**

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

**HOUSING PROJECTS**

Proposals must be either a Single Family Project or a Multi-Family Project.

**Single Family Project**

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- acquisition/rehabilitation
- demolition
- new construction

**Multi-Family Project**

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- acquisition/rehabilitation of two or more unit dwellings
- need to be structures that were built as multi-family dwellings
- construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

**Plan Consistency**

To be considered for funding as a Housing Project, the proposal must be contained in **the Consolidated Plan**, one of the following:

- Consolidated Plan
- Neighborhood Plan
- Area Plan
- Agency Plan
- Local Neighborhood Strategies

**Benefit**

To be considered for funding as a Housing Project, the proposal must benefit:

- 100% low-to-moderate income households for single family projects
- 51% low-to-moderate income households for multi-family projects

**Leveraging**

To be considered for funding as a Housing Project, the proposal must demonstrate:

- leveraging of funds (private, bank, HOME, HRCL, etc.)
- CDBG is not the sole source of funding

- the ability to cover the cost of implementing the plan

#### **Location**

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

### **PUBLIC IMPROVEMENT PROJECTS**

Proposals must address the following:

#### **Plan Consistency**

To be considered for funding as a Public Improvement Project, the proposal must be contained in **the Consolidated Plan**, one of the following:

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Local Neighborhood Strategies~~

#### **Benefit**

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- 51% low-to-moderate income households, or
- eliminate slums or blight

#### **Leveraging**

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

#### **Location**

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

### **FACILITY PROJECTS**

Funds received (over \$1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-profit entity.

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Facility Project, the proposal must be contained in the **Consolidated Plan**, one of the following:

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~
- ~~Local Neighborhood Strategies~~

### **Benefit**

To be considered for funding as a Facility Project:

- the Agency must serve 51% low-to-moderate income persons, or
- the Project must eliminate slums or blight

### **Leveraging**

To be considered for funding as a Facility Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- the Project will enhance the services provided by the applicant
- effect or relationship of the project to programming
- the Project is necessary to address conditions detrimental to public health and safety

### **Location**

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **ECONOMIC DEVELOPMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as an Economic Development Project, the proposal must be contained in the **Consolidated Plan**, one of the following:

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~
- ~~Local Neighborhood Strategies~~

### **Benefit**

To be considered for funding as an Economic Development Project, the proposal must benefit:

- 51% low-to-moderate income persons through job creation or retention activities, or
- eliminate slums or blight

### **Leveraging**

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project is necessary to address conditions detrimental to public health and safety

### **Measurable Outcomes**

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

## **PLANNING / MANAGEMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Planning/Management Project, the proposal must be contained in **the Consolidated Plan**, one of the following:

- ~~Consolidated Plan~~
- ~~Neighborhood Plan~~
- ~~Area Plan~~
- ~~Agency Plan~~

### **Benefit**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

### **Leveraging**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

**Need**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- > the Project will enhance the area in which the Project is located
- > the Project will enhance or relate to the Agency's long term programming

<b>IV. FUNDING ALLOCATION FOR 2015 2016</b>	
<i>(based on a <del>\$921,263</del> the following allocation)</i>	
\$936,778	2016 Entitlement Allocation
\$280,843	Unallocated Entitlement Fund Balance
<b>\$1,217,621</b>	<b>TOTAL</b>

The categorical percentages established for the CDBG Program for 2015 2016 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2015 2016, reductions will be made across the board. ~~If there is an increase in CDBG funds received for the year 2015, these funds will be allocated based on applications on file.~~ **If there is an increase of \$25,000 or less in CDBG funds received for the year 2016, funds will be distributed equally to those that were allocated funding, except for those that were fully funded. If the increase is more than \$25,000, funds will be allocated to a Street Resurfacing Fund.**

**Priority**

Priority will be given to proposals that address the following:

- > Decent Affordable Housing
- > Create Suitable Living Environments for Low-to Moderate Income Persons
- > Create Economic Opportunity

**V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming during the 2015 2016 program year are designated to be reprogrammed by the CDBG Committee as determined by the CDBG Committee.

**VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

**VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

### **VIII. INELIGIBLE ACTIVITIES**

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

### **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

/u2/acct/cp/ckays/1CDBG/2016PY/2015AllocationPlan-REDLINE.odt

**Community Development Block Grant  
Fund Allocation Plan  
2016**

**I. INTRODUCTION**

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year 2016.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

**II. FUNDING CATEGORIES**

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

***PUBLIC SERVICE***

- > Project/Program Delivery Costs
- > Equipment to Support Program Services

***HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT***

- > Housing Rehabilitation
- > Code Enforcement Programs
- > New Housing Construction
- > Historic Preservation
- > Neighborhood Projects
- > Public Improvements
- > Facility Improvements
- > Revolving Loan Fund

- > Revolving Business Loan programs
- > Job Creation for Low/Moderate Income Benefit
- > Commercial Revitalization

**PLANNING / MANAGEMENT**

- > CDBG Implementation
- > Comprehensive Planning
- > Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- > benefiting low and moderate income persons,
- > addressing slums or blight,
- > meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

**III. EVALUATION CRITERIA**

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

**PUBLIC SERVICE PROJECTS**

Proposals must address the following:

**Plan Consistency**

To be considered for funding as a Public Service Project, the proposal must be contained in the Consolidated Plan.

**Benefit**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- > 51% of the persons directly benefiting are from low-to-moderate income households, or
- > 51% of the persons residing in the area being served are low-to-moderate income

**Project Type**

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- > the project is a new project, or
- > the project is a quantifiable increase in a service already being provided

**Leveraging**

To be considered for funding as a Public Service Project, the proposal must demonstrate

- > leveraging of funds
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

### **Measurable Outcomes**

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

## **HOUSING PROJECTS**

Proposals must be either a Single Family Project or a Multi-Family Project.

### **Single Family Project**

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- > acquisition/rehabilitation
- > demolition
- > new construction

### **Multi-Family Project**

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- > acquisition/rehabilitation of two or more unit dwellings
- > need to be structures that were built as multi-family dwellings
- > construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

### **Plan Consistency**

To be considered for funding as a Housing Project, the proposal must be contained in the Consolidated Plan.

### **Benefit**

To be considered for funding as a Housing Project, the proposal must benefit:

- > 100% low-to-moderate income households for single family projects
- > 51% low-to-moderate income households for multi-family projects

### **Leveraging**

To be considered for funding as a Housing Project, the proposal must demonstrate:

- > leveraging of funds (private, bank, HOME, HRCI, etc.)
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

### **Location**

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **PUBLIC IMPROVEMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Public Improvement Project, the proposal must be contained in the Consolidated Plan.

### **Benefit**

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- 51% low-to-moderate income households, or
- eliminate slums or blight

### **Leveraging**

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

### **Location**

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **FACILITY PROJECTS**

Funds received (over \$1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-profit entity.

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as a Facility Project, the proposal must be contained in the Consolidated Plan.

### **Benefit**

To be considered for funding as a Facility Project:

- the Agency must serve 51% low-to-moderate income persons, or
- the Project must eliminate slums or blight

### **Leveraging**

To be considered for funding as a Facility Project, the proposal must demonstrate:

- > leveraging of funds
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- > the Project will enhance the services provided by the applicant
- > effect or relationship of the project to programming
- > the Project is necessary to address conditions detrimental to public health and safety

### **Location**

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

## **ECONOMIC DEVELOPMENT PROJECTS**

Proposals must address the following:

### **Plan Consistency**

To be considered for funding as an Economic Development Project, the proposal must be contained in the Consolidated Plan.

### **Benefit**

To be considered for funding as an Economic Development Project, the proposal must benefit:

- > 51% low-to-moderate income persons through job creation or retention activities, or
- > eliminate slums or blight

### **Leveraging**

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- > leveraging of funds
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

### **Need**

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- > the Project will enhance the area in which the Project is located
- > the Project is necessary to address conditions detrimental to public health and safety

### **Measurable Outcomes**

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

**PLANNING / MANAGEMENT PROJECTS**

Proposals must address the following:

**Plan Consistency**

To be considered for funding as a Planning/Management Project, the proposal must be contained in the Consolidated Plan.

**Benefit**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

**Leveraging**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- > leveraging of funds
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

**Need**

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- > the Project will enhance the area in which the Project is located
- > the Project will enhance or relate to the Agency's long term programming

**IV. FUNDING ALLOCATION FOR 2016**

*(based on the following allocation)*

\$936,778	2016 Entitlement Allocation
\$280,843	Unallocated Entitlement Fund Balance
<b>\$1,217,621</b>	<b>TOTAL</b>

The categorical percentages established for the CDBG Program for 2016 are listed below:

<b><u>Program Category</u></b>	<b><u>Percentage of Total Program</u></b>
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2016, reductions will be made across the board. If there is an increase of \$25,000 or less in CDBG funds received for the year 2016, funds will be distributed equally to those that were allocated funding, except for those that were fully funded. If the increase is more than \$25,000, funds will be allocated to a Street Resurfacing Fund.

## **Priority**

Priority will be given to proposals that address the following:

- > Decent Affordable Housing
- > Create Suitable Living Environments for Low-to Moderate Income Persons
- > Create Economic Opportunity

## **V. REPROGRAMMING OF FUNDS**

All funds available for reprogramming during the 2016 program year are designated to be reprogrammed by the CDBG Committee as determined by the CDBG Committee.

## **VI. TIMELINESS**

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

## **VII. FUNDING REQUESTS**

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

## **VIII. INELIGIBLE ACTIVITIES**

- > Government buildings, except to remove architectural barriers
- > General government expenses, except administration of CDBG program/comprehensive planning
- > Political activities
- > Income payments
- > Motor vehicles

## **IX. LIENS**

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.



CITY PLAN COMMISSION  
Staff Report - Item 2

Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Conditional Use Permit for a 40,135 s.f. hangar to be located at 9121 42nd Place at the Kenosha Regional Airport. (Global Jet Hangar) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

Site: 9121 42nd Place (Kenosha Regional Airport)  
Zoned: IP Institutional Park

1. The applicant is proposing to construct a new airplane hangar on the East end of the Kenosha Regional Airport. This hangar would be located just south of the Stein's Airport Hangar that was approved in April of 2014 and recently completed.
2. The proposed exterior building materials are split-faced block, brick, precast concrete panels and metal wall panels. Aviation related buildings at the Kenosha Regional Airport are exempt from the Zoning Ordinance requirements of an all masonry building.
3. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
4. 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 Wilke, Development Coordinator

  
\_\_\_\_\_  
Jeffrey B. Labahr, Director

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain a Parking Lot permit from the Department of Public Works. The applicant shall obtain a Stormwater Management Permit from the Storm Water Utility office.
  - 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 roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. 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.
  - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within twelve (12) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - j. All vehicles shall be parked within the designated paved areas.
  - k. 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.

- i. Compliance with the Operational Plan.
  - m. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:
    - i. Site Plan as-built
    - ii. Floor Plan as-built
    - iii. Site Utilities
    - iv. Sprinkler Plans
    - v. Fire Alarm Plans
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 27, 2015.
  - 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 27, 2015.
  - c. A Land Division/Parcel Combination shall be recorded prior to the issuance of a Footing and Foundation permit.
  - d. Detail on a gated wood or masonry trash enclosure shall be submitted for review and approval. The dumpster enclosure is shown on Page C-101, but not on any other page. Show the dumpster enclosure on each page.
  - e. A remote Fire Department Connection is required with a hydrant.
  - f. The scale on the Landscape Plan (page C-105) is identified as 1" = 30', but it scales at 1" = 20'. Please revise.
  - g. An Operational Plan shall be submitted for compliance with Section 4.06 D.15(f) of the Zoning Ordinance.



**THE CITY OF**  
**KENOSHA**  
 PUBLIC WORKS  
 ENGINEERING

**TO:** Brian Wilke, Development Coordinator

**FROM:** Shelly Billingsley, P.E.  
 City Engineer

*Shelly Billingsley* CMA 7-27-16

**DATE:** July 27, 2016  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Global Jet Hanger  
**Location:** Airport Property

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 Staff 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 Acce/Decel Lanes			X
Sidewalks Adequate		X	
Drive Thru Lane Design			X

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

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

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

**Review Comments:**

1. No Professional Seal/Signature provided on submitted plans
2. Parcel lines should be added the plans. It appears as if the area is on two separate parcels.
3. Sheet C-102, provide a benchmark with elevation in USGS or Kenosha Lake Michigan vertical datum and provide conversion
4. Sheet C-102, Complete grading at the southern swale near daylight of 36" storm sewer.
5. Sheet C-103, Adjust 36" Concrete and section invert, should be 699.78, instead of 799.78
6. Provide copies of the appendices from the original Mead & Hunt report from 2007. The information provided does not confirm that the proposed development and discharge to the existing storm sewers is within the parameters of the original Stormwater Management Plan for the site.
7. The Mead & Hunt report from 2007 was accepted by the City as meeting both water quality and quantity standards. As long as the proposed development meets the parameters of the approved report no further water quality or quantity controls will be required by the City. The Wisconsin DNR may will require additional water quality controls. When plans are approved by the Wisconsin DNR, updated copies should be sent to the City along with a copy of the DNR permit.
8. Erosion Control plans are not reviewed as a part of the CUP process. They will be reviewed when an erosion control permit application is submitted to the City.
9. Parking at front of building needs to be refined so that parked vehicles overhanging the adjacent sidewalk do not reduce the sidewalk width to less than 5 feet.
10. Handicap parking stall dimensions need to be shown. Van accessible space to be 11 feet wide, center aisle to be 5 foot wide and accessible space to be 9 feet wide. Each handicap stall will need appropriate sign.
11. ADA ramp is not shown on C-103 near the handicap parking stalls nor labeled as to which typical standard detail should be used. The detectable warning field is not a requirement of the city except at public street intersections and left up to the discretion of the design engineer for applications such as this. Of note is that mobility challenged pedestrians have found the warning field hard to maneuver across in wheel chairs and those with limited lower mobility have often found them painful to walk across.
12. Need to better define ADA complaint ramp in drop off area under canopy by main door.
13. The Site Plan shown on C-101 shows a dumpster enclosure but the Site Paving and Utility Plan shown on C-103 does not. If the enclosure is indeed part of the plan and to be constructed as per C-101 the typical turning radius for

front or rear loading trash trucks would make it difficult for truck to pick up dumpster from within enclosure given planned paved parking area.

14. Of general note is the sidewalk along the front of the building is not extended to the parking on the side of the building, forcing any overflow parking patrons to cut across grass or walk through lot. If sidewalk is to connect across the 20 foot wide seeded area it would need have an ADA compliant ramp abutting pavement.
15. Suggest parking lot lighting to be reviewed by aviation authorities.

cc: Cathy Austin; Greg Holverson; Kite Kuhlmeier; Gerard Koehler, Kevin Risch (Clark-Dietz)

Engineering Services  
4101 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 27, 2015

Subject: Global Jet Hangar

Location: Kenosha Regional Airport

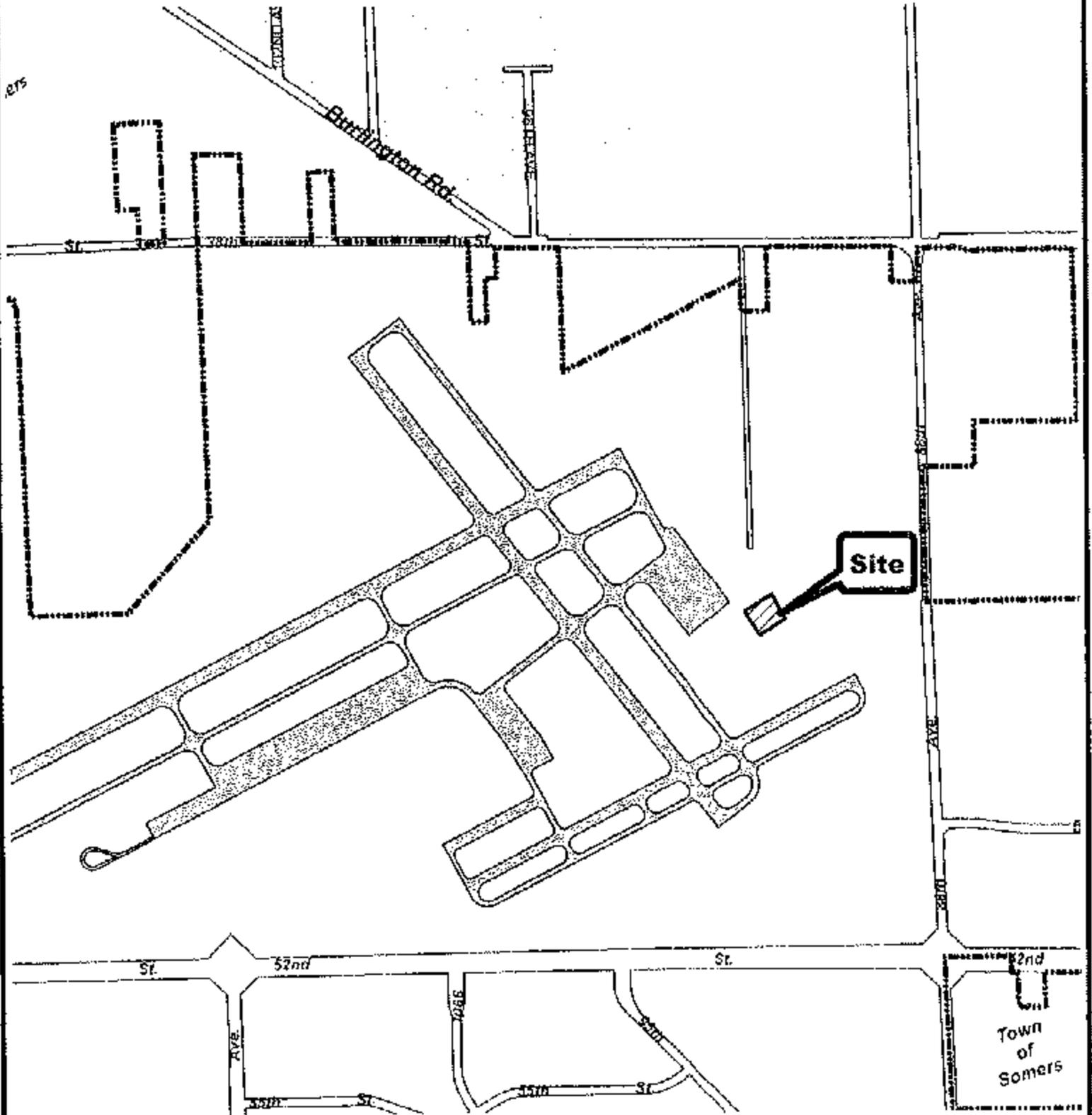
The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. Further information from the Developer is required before the Utility can complete this review. Please withhold all permits until the following information is submitted.

1. Show the water meter size and location, including a detail or diagram, on the construction plans, not with the MEP submittal. 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 gate 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. 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.
5. Label invert elevations on all water main and sanitary sewer stubs and fittings and provide pipe slopes for all water main and sanitary sewer lines.
6. Include the following notes on the Utility Plans:
  - a. All sanitary sewer and water to be installed in accordance with Kenosha Water Utility (KWU) Standards.
  - b. All applications and fees for sanitary sewer and water must be completed and paid prior to connection to sewer/water systems.
  - c. All water connections to existing 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.

- d. Any utility work in the right-of-way, public utility easement and all sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of connecting to sewer.
7. There are multiple references to the Village of Pleasant Prairie under the Utility Notes on Sheet C-10. Replace "Village of Pleasant Prairie" with "Kenosha Water Utility" in all instances under the Sanitary Sewer and Water Main portions of the Utility Notes. Replace "Village of Pleasant Prairie" with "City of Kenosha and Kenosha Water Utility" under notes 3 and 4 of the Utility Notes.
8. Note 15 under Utility Notes provides a telephone number for the Pleasant Prairie Engineering Department. It shall be removed and replaced with the number for the Kenosha Water Utility Engineering Department which is (262) 653-4315. Also, KWU does not handle storm sewer connections. These are inspected by the City of Kenosha Engineering Department whose telephone number is (262) 653-4150.
9. Sanitary sewer pipe shall be SDR-26, not SDR-35 as allowed by note 11 under Utility Notes.
10. The sampling manhole requirements listed under Utility Notes are not those of the Kenosha Water Utility. Per Rules 08-05(02) and 08-05(04) of the Kenosha Water Utility Rules and Regulations the sampling manhole shall meet the requirements of the "Standard Specifications for Sewer and Water Construction in Wisconsin" (latest edition).
11. The sampling manhole is not noted on the plan. Please confirm that the manhole shown on Sheet C-103 is the sampling manhole.
12. The property owner must provide KWU with written authorization to access the sampling manhole.
13. "Internal / External" manhole seals as manufactured by Adaptor, Inc. shall be provided for each sanitary sewer manhole installed. A detail for the seal can be found at <http://www.adaptorinc.com/pdf/inexspec.pdf>. The note allowing for an external seal under Sanitary Sewer Specifications must be updated to reflect this.

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

City of Kenosha  
Vicinity Map  
Global Jet Hangar CUP



0 1,000 Feet

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

**MAILING INFORMATION**

**NAME OF PROJECT** GLOBAL JET PROPERTIES PHOTOS

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

<input checked="" type="radio"/>	Name and Address of Applicant (Please print) <u>DAVE WARDEN, 111 WEST GENERAL</u> <u>P.O. BOX 7</u> <u>DEONIAWISCONSIN WI 53066</u>	Phone <u>262-444-4422</u> Fax <u>262-527-7511</u> E-Mail <u>DAVE.WARDEN@GLOBALJET.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer (Please print) <u>DAVE WARDEN, 111 WEST GENERAL</u> <u>P.O. BOX 7</u> <u>DEONIAWISCONSIN WI 53066</u>	Phone <u>262-527-7511</u> Fax <u>262-527-7511</u> E-Mail <u>DAVE.WARDEN@GLOBALJET.COM</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant) (Please print) <u>TOM GURZELANSKI</u>	Phone <u>547-411-4422</u> Fax E-Mail <u>547-411-4422 @ YAHOO.COM</u>

**PROJECT LOCATION**

Location of Development (street address and, or parcel number) 9125 42<sup>ND</sup> PLACE, DEONIA  
WI 53066

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
Fax: 262.653.4035

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

**SECTION 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>40,135 sq. ft. (35,845 sq. ft. footprint)</u>
	Existing Building Size: _____
	Site Size: <u>6.27 Acres</u>
	Current # of Employees _____ Anticipated # of New Employees <u>10</u>
Anticipated Value of Improvements <u>\$9,000,000</u>	

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

<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>&gt; 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)</li> <li>&gt; Sample Board containing colored samples of all exterior building materials</li> </ul>
------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.

<b>Appendices to Review:</b>	> All
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<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>&gt; 30 days for Staff Review</li> <li>&gt; 45-60 days for City Plan Commission/Common Council Review</li> </ul>
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The conditional use permit plans, prepared to a standard engineering scale, shall be submitted with this application & shall include the following information:

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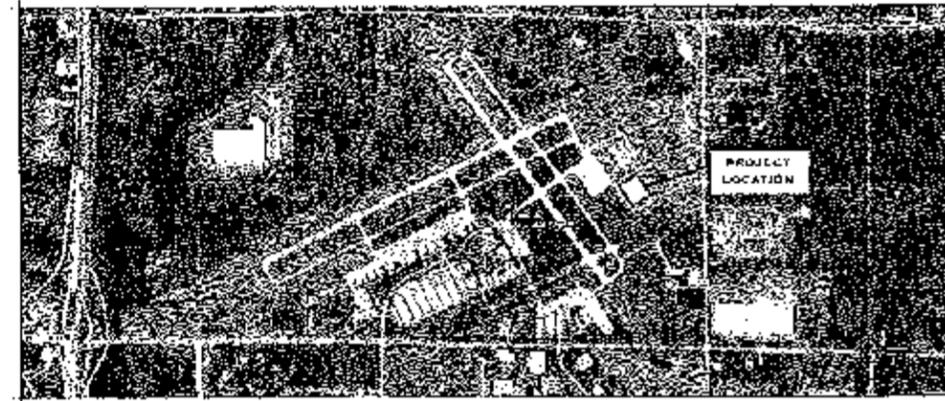
Project Name

Global Jet Hangar

Project Address

Kenosha Regional Airport

Kenosha WI, 53144



Building Data	
First Floor Area (Sched. I)	10,844 sq ft
Second Floor Area (Sched. I)	10,844 sq ft
Third Floor Area (Sched. I)	10,844 sq ft
Fourth Floor Area (Sched. I)	10,844 sq ft
Total Floor Area (Sched. I)	43,376 sq ft
Construction Type	Frame
Number of Stories	4
Occupancy Type	Manufacturing
Exterior System	Asph/Flt
Site Data	
Site Area	24,127 sq ft (0.55 acres)
Building Footprint	10,844 sq ft
Building Area Ratio	45%
Site Coverage	45%
Lot Area	24,127 sq ft
Lot Coverage	45%
Lot Area Ratio	45%
Lot Coverage Ratio	45%
Lot Area Ratio	45%
Lot Coverage Ratio	45%
Lot Area Ratio	45%
Lot Coverage Ratio	45%

Architects Seal

Engineers Seal



SHEET INDEX	
NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	FOUNDATION
4	FLOOR SLABS
5	ROOF SLABS
6	WALLS
7	MECHANICAL
8	ELECTRICAL
9	PLUMBING
10	PAINT
11	FINISHES
12	EXTERIOR
13	LANDSCAPE
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200	LANDSCAPE



MSI GENERAL CORPORATION  
 200 WEST WISCONSIN STREET  
 MILWAUKEE, WISCONSIN 53233  
 PHONE: 414.224.1100  
 FAX: 414.224.1101

WWW.MSIGENERAL.COM  
 1-800-441-1100

PROJECT ADDRESS

GLOBAL ENTERPRISES  
 4500 S REGIONAL AIRPORT  
 KENOSHA, WISCONSIN

Drawn By: [Blank]  
 Date: 10/15/04  
 Sheet No: [Blank]  
**COVER SHEET**  
 Project No: [Blank]  
**G-001**  
 Title: [Blank]  
**S15026**

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

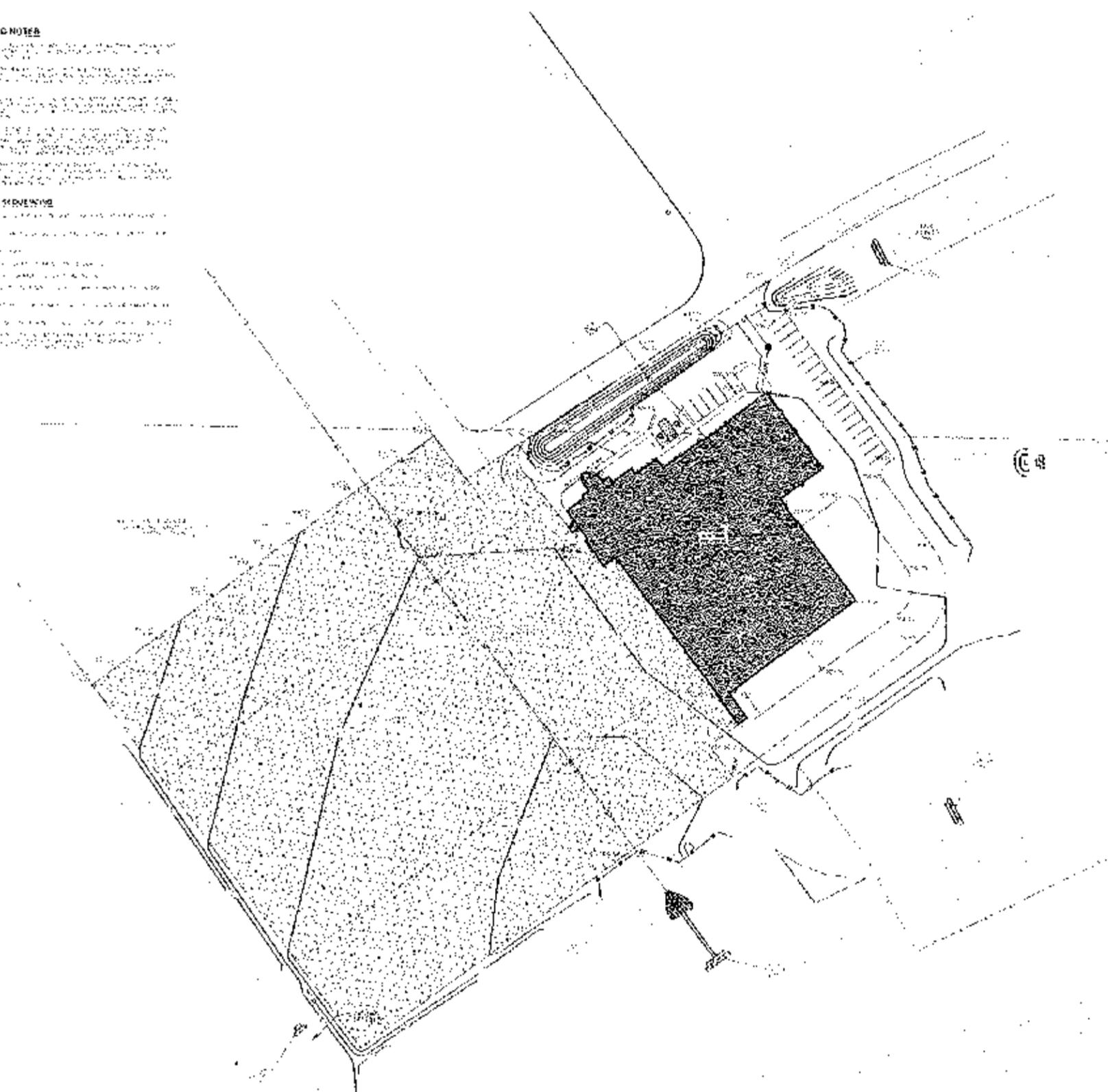


**GENERAL DRAINAGE NOTES**

1. ALL GRADES SHALL BE TO FINISHED GRADE UNLESS OTHERWISE NOTED.
2. ALL DRAINAGE SHALL BE TO THE SOUTH.
3. ALL DRAINAGE SHALL BE TO THE EXISTING DRAINAGE SYSTEM UNLESS OTHERWISE NOTED.
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**CONSTRUCTION SPECIFICATIONS**

1. ALL DRAINAGE SHALL BE TO THE EXISTING DRAINAGE SYSTEM UNLESS OTHERWISE NOTED.
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**EROSION AND SEDIMENT CONTROL NOTES**

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
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10. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.

**LEGEND**

- 1. EXISTING GRADE
- 2. PROPOSED GRADE
- 3. EXISTING DRIVE
- 4. PROPOSED DRIVE
- 5. EXISTING SIDEWALK
- 6. PROPOSED SIDEWALK
- 7. EXISTING CURB
- 8. PROPOSED CURB
- 9. EXISTING CONCRET
- 10. PROPOSED CONCRET
- 11. EXISTING ASPHALT
- 12. PROPOSED ASPHALT
- 13. EXISTING GRAVEL
- 14. PROPOSED GRAVEL
- 15. EXISTING SAND
- 16. PROPOSED SAND
- 17. EXISTING SOIL
- 18. PROPOSED SOIL
- 19. EXISTING VEGETATION
- 20. PROPOSED VEGETATION
- 21. EXISTING WATER
- 22. PROPOSED WATER
- 23. EXISTING DRAINAGE
- 24. PROPOSED DRAINAGE
- 25. EXISTING UTILITY
- 26. PROPOSED UTILITY
- 27. EXISTING FENCE
- 28. PROPOSED FENCE
- 29. EXISTING SIGN
- 30. PROPOSED SIGN
- 31. EXISTING LIGHT
- 32. PROPOSED LIGHT
- 33. EXISTING TREE
- 34. PROPOSED TREE
- 35. EXISTING BUSH
- 36. PROPOSED BUSH
- 37. EXISTING SHRUB
- 38. PROPOSED SHRUB
- 39. EXISTING HERB
- 40. PROPOSED HERB
- 41. EXISTING MOSS
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- 43. EXISTING LICHEN
- 44. PROPOSED LICHEN
- 45. EXISTING ALGAE
- 46. PROPOSED ALGAE
- 47. EXISTING FUNGUS
- 48. PROPOSED FUNGUS
- 49. EXISTING BACTERIA
- 50. PROPOSED BACTERIA
- 51. EXISTING VIRUS
- 52. PROPOSED VIRUS
- 53. EXISTING PARASITE
- 54. PROPOSED PARASITE
- 55. EXISTING INSECT
- 56. PROPOSED INSECT
- 57. EXISTING MAMMAL
- 58. PROPOSED MAMMAL
- 59. EXISTING BIRD
- 60. PROPOSED BIRD
- 61. EXISTING REPTILE
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- 63. EXISTING AMPHIBIAN
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- 70. PROPOSED NEMLINE
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- 72. PROPOSED PLANT
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- 115. EXISTING LITERARY
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- 117. EXISTING ARTS
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- 121. EXISTING TECHNOLOGY
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- 123. EXISTING ENVIRONMENTAL
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- 135. EXISTING COMMUNICATIONS
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- 137. EXISTING TRANSPORTATION
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- 299. EXISTING WINDTornado
- 300. PROPOSED WINDTornado

**JSD** Professional Services, Inc.  
 Engineers - Architects - Planners  
 1000 W. Wisconsin Ave., Suite 1000  
 Milwaukee, WI 53233  
 Phone: (414) 333-1111  
 Fax: (414) 333-1112  
 www.jsd.com



PROJECT:  
**GLOBAL JET HANGAR  
 KENOSHA REGIONAL  
 AIRPORT  
 KENOSHA, WI**

PROJECT NO:  
 18-042

DATE:  
 11/11/11

SCALE:  
 AS SHOWN

DATE	DESCRIPTION
11/11/11	ISSUED FOR PERMIT
11/11/11	ISSUED FOR CONSTRUCTION
11/11/11	ISSUED FOR RECORD

**DIGGERS HOTLINE**  
 Call 800-442-8577  
 24 hours a day  
 7 days a week  
 www.diggershotline.com

PROJECT NO:  
**GRADING AND  
 EROSION CONTROL  
 PLAN**

DATE:  
**C-102**



**UTILITY NOTES**

1. ALL UTILITIES TO REMAIN SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY UTILITIES TO BE DELETED SHALL BE IDENTIFIED AND DELETED PRIOR TO THE START OF CONSTRUCTION.

2. ALL UTILITIES TO BE DELETED SHALL BE IDENTIFIED AND DELETED PRIOR TO THE START OF CONSTRUCTION.

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SECTION



SECTION

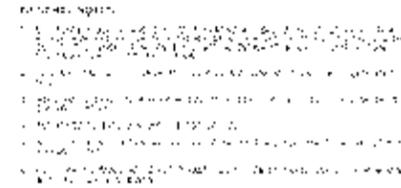
**DITCH CHECK (STRAW BALES)**

**GENERAL NOTES**

- 1. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 2. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 3. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 4. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 5. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 6. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 7. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 8. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 9. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 10. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.



SECTION

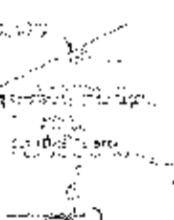


SECTION

**GENERAL NOTES**

- 1. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 2. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 3. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 4. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 5. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 6. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
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- 8. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 9. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 10. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.

**CONSTRUCTION STRIPS**



SECTION



SECTION

**SALFLINE DETAIL**



SECTION

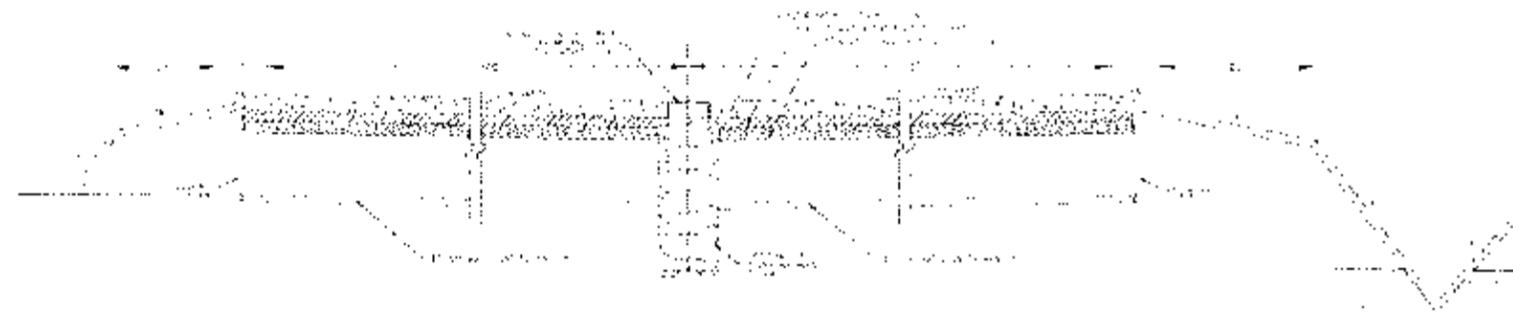


SECTION

**GENERAL NOTES**

- 1. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 2. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 3. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 4. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 5. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
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- 8. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 9. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
- 10. THE DITCH CHECK SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.

**FRICTION CURTAIN WALL**



**TYPICAL APPROACH SECTION**

11000 N. CENTRAL EXPRESSWAY, SUITE 100  
DENVER, COLORADO 80240  
TEL: 303.733.1000  
WWW.JSD.COM



**PROJECT:**  
GLOBAL JET HANGAR  
KENDRICK REGIONAL  
AIRPORT  
KENOSHA, WI

**PROJECT NO.:**  
11-0000

**DATE:**  
11/20/11

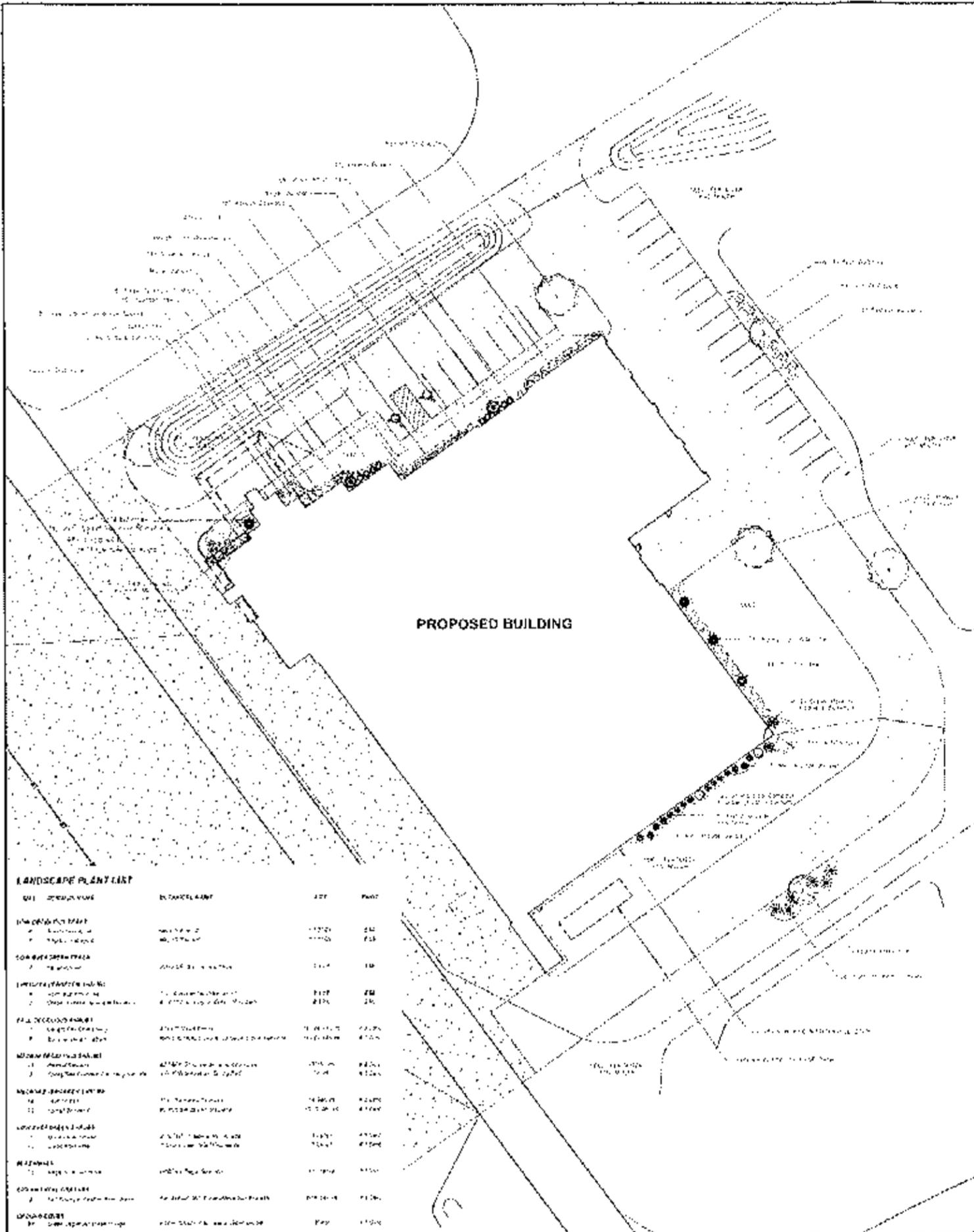
ALL UTILITIES TO REMAIN SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE CONSTRUCTION PERIOD. ANY UTILITIES TO BE DELETED SHALL BE IDENTIFIED AND DELETED PRIOR TO THE START OF CONSTRUCTION.

DATE	BY	CHK
11/20/11	JSD	JSD
11/20/11	JSD	JSD

**DESIGNER'S HOTLINE**  
CALL US AT 800.242.8571  
Monday - Friday, 9:00 AM - 5:00 PM  
www.josipovich.com

**DETAILS**

**C-104**



**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL INSPECTOR.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
6. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.

**LEGEND**

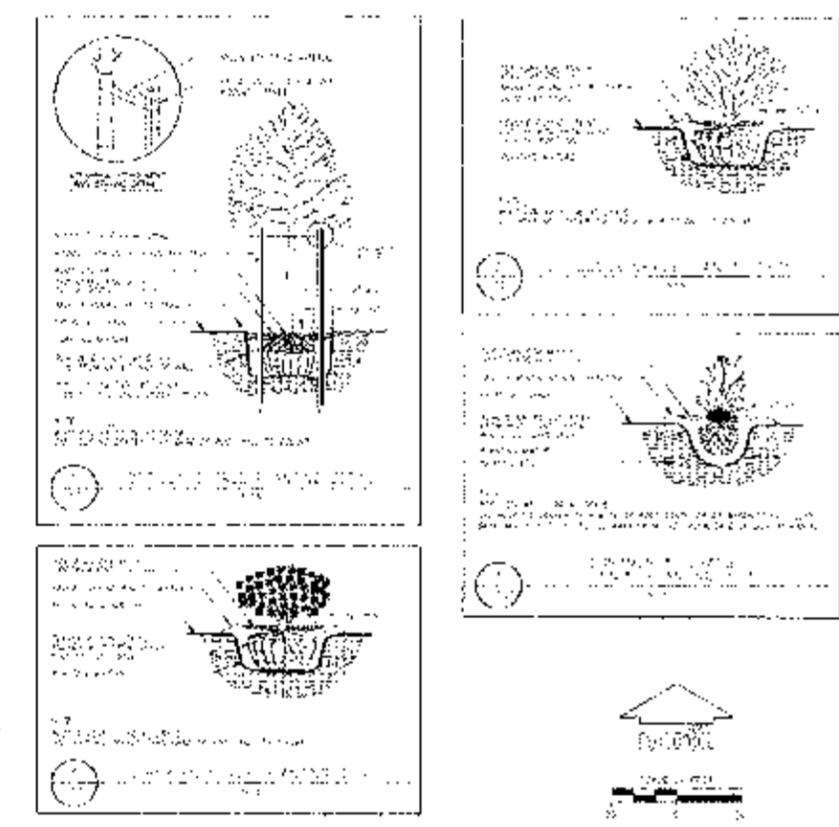
1. 1/4" = 1'-0"	2. 1/8" = 1'-0"	3. 1/16" = 1'-0"	4. 1/32" = 1'-0"
5. 1/64" = 1'-0"	6. 1/128" = 1'-0"	7. 1/256" = 1'-0"	8. 1/512" = 1'-0"
9. 1/1024" = 1'-0"	10. 1/2048" = 1'-0"	11. 1/4096" = 1'-0"	12. 1/8192" = 1'-0"
13. 1/16384" = 1'-0"	14. 1/32768" = 1'-0"	15. 1/65536" = 1'-0"	16. 1/131072" = 1'-0"
17. 1/262144" = 1'-0"	18. 1/524288" = 1'-0"	19. 1/1048576" = 1'-0"	20. 1/2097152" = 1'-0"

**LANDSCAPE NOTES AND SPECIFICATIONS**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL INSPECTOR.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
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8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
11. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
13. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL INSPECTOR.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
15. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.
16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
17. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND THE LOCAL INSPECTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.
19. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE PLAN AND SPECIFICATIONS.
20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

**LANDSCAPE PLANT LIST**

NO.	SYMBOL	PLANT NAME	HT.	WID.
1	(Symbol)	PLANT NAME	HT.	WID.
2	(Symbol)	PLANT NAME	HT.	WID.
3	(Symbol)	PLANT NAME	HT.	WID.
4	(Symbol)	PLANT NAME	HT.	WID.
5	(Symbol)	PLANT NAME	HT.	WID.
6	(Symbol)	PLANT NAME	HT.	WID.
7	(Symbol)	PLANT NAME	HT.	WID.
8	(Symbol)	PLANT NAME	HT.	WID.
9	(Symbol)	PLANT NAME	HT.	WID.
10	(Symbol)	PLANT NAME	HT.	WID.
11	(Symbol)	PLANT NAME	HT.	WID.
12	(Symbol)	PLANT NAME	HT.	WID.
13	(Symbol)	PLANT NAME	HT.	WID.
14	(Symbol)	PLANT NAME	HT.	WID.
15	(Symbol)	PLANT NAME	HT.	WID.
16	(Symbol)	PLANT NAME	HT.	WID.
17	(Symbol)	PLANT NAME	HT.	WID.
18	(Symbol)	PLANT NAME	HT.	WID.
19	(Symbol)	PLANT NAME	HT.	WID.
20	(Symbol)	PLANT NAME	HT.	WID.



**JSD** Professional Services, Inc.  
 11000 W. WILSON AVENUE, SUITE 100  
 DENVER, CO 80231  
 TEL: (303) 751-1000  
 FAX: (303) 751-1001  
 WWW.JSDPS.COM

**MSI GENERAL**

**PROJECT:**  
 GLOBAL JET HANGAR  
 KENOSHA REGIONAL AIRPORT  
 KENOSHA, WI

**PLANNING BY:**  
 JSD PROFESSIONAL SERVICES, INC.  
 11000 WILSON AVENUE, SUITE 100  
 DENVER, CO 80231  
 TEL: (303) 751-1000  
 FAX: (303) 751-1001  
 WWW.JSDPS.COM

**DATE:**  
 11/20/2011

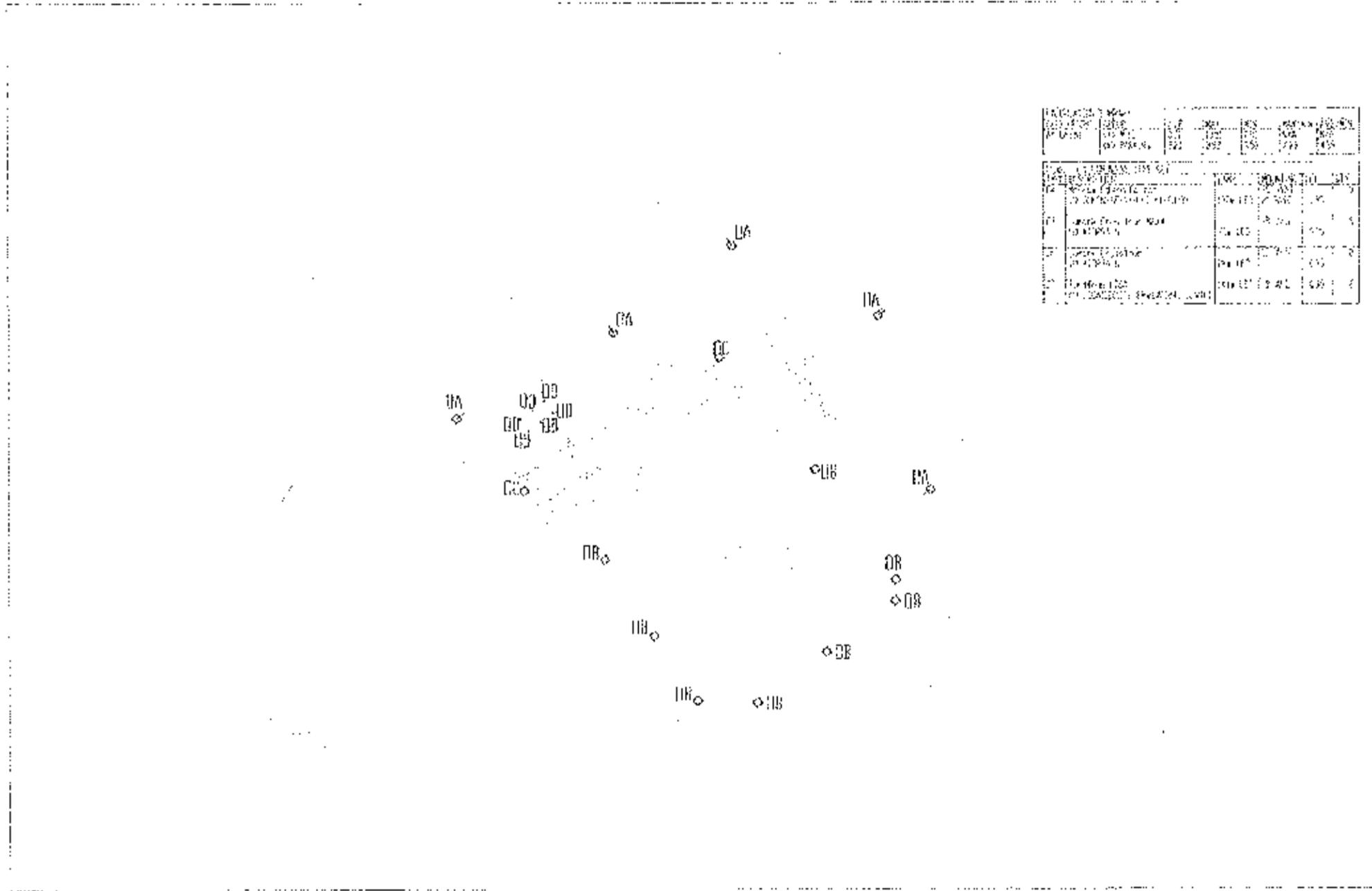
**SCALE:**  
 AS SHOWN

**REVISIONS:**

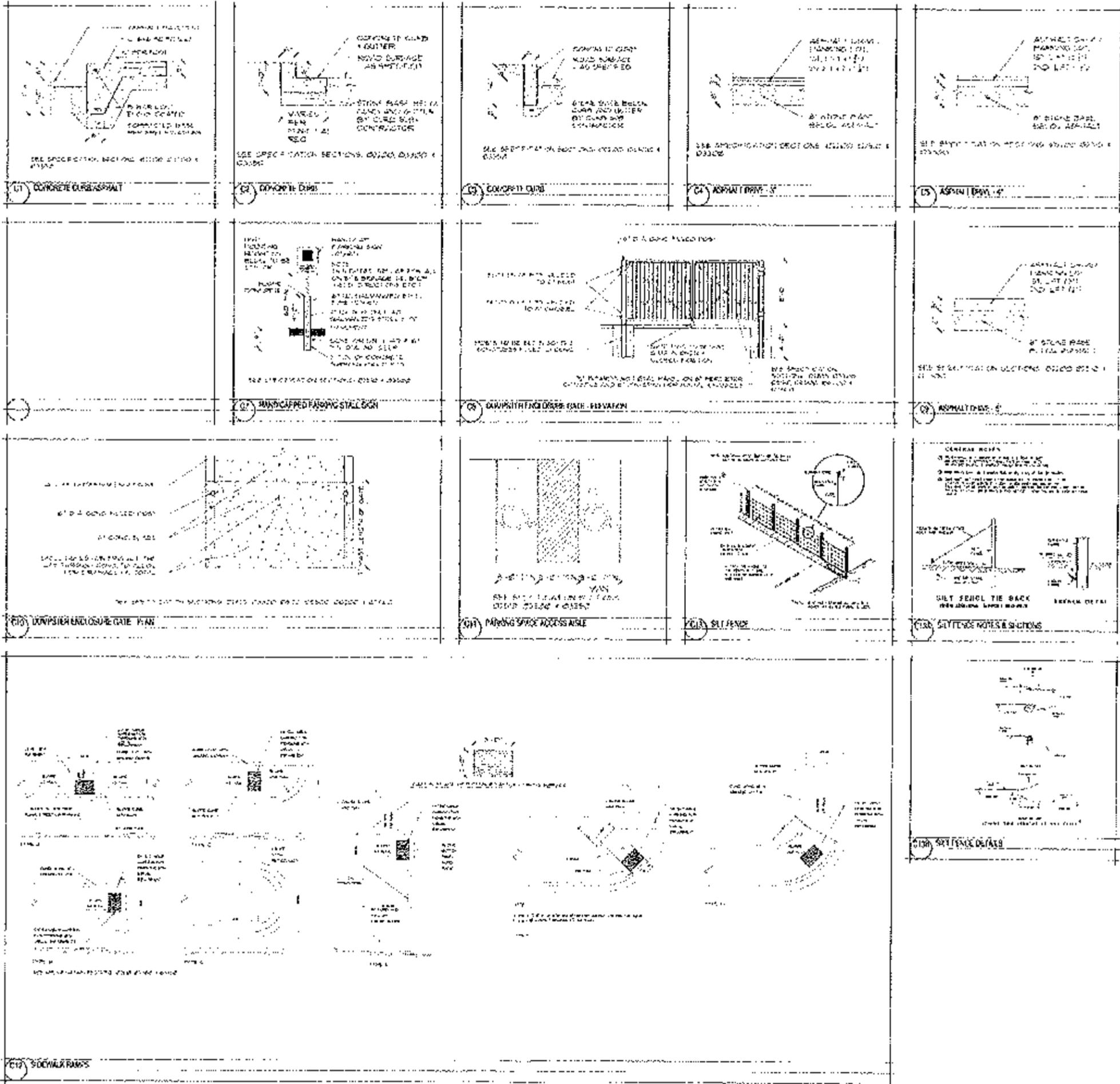
NO.	DESCRIPTION
1	ISSUED FOR PERMITTING
2	ISSUED FOR CONSTRUCTION

**LANDSCAPE PLAN, DETAILS, NOTES AND SPECIFICATIONS**

**C-105**



NO.	DESCRIPTION	QTY	UNIT	AMOUNT	TOTAL
1	100W HPS	100	1.00	100.00	100.00
2	200W HPS	50	2.00	100.00	200.00
3	400W HPS	25	4.00	100.00	400.00
4	800W HPS	12	8.00	96.00	96.00
5	1000W HPS	6	16.00	96.00	96.00
6	1500W HPS	4	24.00	96.00	96.00
7	2000W HPS	2	48.00	96.00	96.00
8	3000W HPS	1	96.00	96.00	96.00
9	4000W HPS	1	192.00	192.00	192.00
10	5000W HPS	1	288.00	288.00	288.00
11	6000W HPS	1	384.00	384.00	384.00
12	7000W HPS	1	480.00	480.00	480.00
13	8000W HPS	1	576.00	576.00	576.00
14	9000W HPS	1	672.00	672.00	672.00
15	10000W HPS	1	768.00	768.00	768.00
16	12000W HPS	1	960.00	960.00	960.00
17	15000W HPS	1	1200.00	1200.00	1200.00
18	20000W HPS	1	1600.00	1600.00	1600.00
19	25000W HPS	1	2000.00	2000.00	2000.00
20	30000W HPS	1	2400.00	2400.00	2400.00
21	40000W HPS	1	3200.00	3200.00	3200.00
22	50000W HPS	1	4000.00	4000.00	4000.00
23	60000W HPS	1	4800.00	4800.00	4800.00
24	70000W HPS	1	5600.00	5600.00	5600.00
25	80000W HPS	1	6400.00	6400.00	6400.00
26	90000W HPS	1	7200.00	7200.00	7200.00
27	100000W HPS	1	8000.00	8000.00	8000.00
28	120000W HPS	1	9600.00	9600.00	9600.00
29	150000W HPS	1	12000.00	12000.00	12000.00
30	200000W HPS	1	16000.00	16000.00	16000.00
31	250000W HPS	1	20000.00	20000.00	20000.00
32	300000W HPS	1	24000.00	24000.00	24000.00
33	400000W HPS	1	32000.00	32000.00	32000.00
34	500000W HPS	1	40000.00	40000.00	40000.00
35	600000W HPS	1	48000.00	48000.00	48000.00
36	700000W HPS	1	56000.00	56000.00	56000.00
37	800000W HPS	1	64000.00	64000.00	64000.00
38	900000W HPS	1	72000.00	72000.00	72000.00
39	1000000W HPS	1	80000.00	80000.00	80000.00
40	1200000W HPS	1	96000.00	96000.00	96000.00
41	1500000W HPS	1	120000.00	120000.00	120000.00
42	2000000W HPS	1	160000.00	160000.00	160000.00
43	2500000W HPS	1	200000.00	200000.00	200000.00
44	3000000W HPS	1	240000.00	240000.00	240000.00
45	4000000W HPS	1	320000.00	320000.00	320000.00
46	5000000W HPS	1	400000.00	400000.00	400000.00
47	6000000W HPS	1	480000.00	480000.00	480000.00
48	7000000W HPS	1	560000.00	560000.00	560000.00
49	8000000W HPS	1	640000.00	640000.00	640000.00
50	9000000W HPS	1	720000.00	720000.00	720000.00
51	10000000W HPS	1	800000.00	800000.00	800000.00
52	12000000W HPS	1	960000.00	960000.00	960000.00
53	15000000W HPS	1	1200000.00	1200000.00	1200000.00
54	20000000W HPS	1	1600000.00	1600000.00	1600000.00
55	25000000W HPS	1	2000000.00	2000000.00	2000000.00
56	30000000W HPS	1	2400000.00	2400000.00	2400000.00
57	40000000W HPS	1	3200000.00	3200000.00	3200000.00
58	50000000W HPS	1	4000000.00	4000000.00	4000000.00
59	60000000W HPS	1	4800000.00	4800000.00	4800000.00
60	70000000W HPS	1	5600000.00	5600000.00	5600000.00
61	80000000W HPS	1	6400000.00	6400000.00	6400000.00
62	90000000W HPS	1	7200000.00	7200000.00	7200000.00
63	100000000W HPS	1	8000000.00	8000000.00	8000000.00
64	120000000W HPS	1	9600000.00	9600000.00	9600000.00
65	150000000W HPS	1	12000000.00	12000000.00	12000000.00
66	200000000W HPS	1	16000000.00	16000000.00	16000000.00
67	250000000W HPS	1	20000000.00	20000000.00	20000000.00
68	300000000W HPS	1	24000000.00	24000000.00	24000000.00
69	400000000W HPS	1	32000000.00	32000000.00	32000000.00
70	500000000W HPS	1	40000000.00	40000000.00	40000000.00
71	600000000W HPS	1	48000000.00	48000000.00	48000000.00
72	700000000W HPS	1	56000000.00	56000000.00	56000000.00
73	800000000W HPS	1	64000000.00	64000000.00	64000000.00
74	900000000W HPS	1	72000000.00	72000000.00	72000000.00
75	1000000000W HPS	1	80000000.00	80000000.00	80000000.00
76	1200000000W HPS	1	96000000.00	96000000.00	96000000.00
77	1500000000W HPS	1	120000000.00	120000000.00	120000000.00
78	2000000000W HPS	1	160000000.00	160000000.00	160000000.00
79	2500000000W HPS	1	200000000.00	200000000.00	200000000.00
80	3000000000W HPS	1	240000000.00	240000000.00	240000000.00
81	4000000000W HPS	1	320000000.00	320000000.00	320000000.00
82	5000000000W HPS	1	400000000.00	400000000.00	400000000.00
83	6000000000W HPS	1	480000000.00	480000000.00	480000000.00
84	7000000000W HPS	1	560000000.00	560000000.00	560000000.00
85	8000000000W HPS	1	640000000.00	640000000.00	640000000.00
86	9000000000W HPS	1	720000000.00	720000000.00	720000000.00
87	10000000000W HPS	1	800000000.00	800000000.00	800000000.00
88	12000000000W HPS	1	960000000.00	960000000.00	960000000.00
89	15000000000W HPS	1	1200000000.00	1200000000.00	1200000000.00
90	20000000000W HPS	1	1600000000.00	1600000000.00	1600000000.00
91	25000000000W HPS	1	2000000000.00	2000000000.00	2000000000.00
92	30000000000W HPS	1	2400000000.00	2400000000.00	2400000000.00
93	40000000000W HPS	1	3200000000.00	3200000000.00	3200000000.00
94	50000000000W HPS	1	4000000000.00	4000000000.00	4000000000.00
95	60000000000W HPS	1	4800000000.00	4800000000.00	4800000000.00
96	70000000000W HPS	1	5600000000.00	5600000000.00	5600000000.00
97	80000000000W HPS	1	6400000000.00	6400000000.00	6400000000.00
98	90000000000W HPS	1	7200000000.00	7200000000.00	7200000000.00
99	100000000000W HPS	1	8000000000.00	8000000000.00	8000000000.00
100	120000000000W HPS	1	9600000000.00	9600000000.00	9600000000.00
101	150000000000W HPS	1	12000000000.00	12000000000.00	12000000000.00
102	200000000000W HPS	1	16000000000.00	16000000000.00	16000000000.00
103	250000000000W HPS	1	20000000000.00	20000000000.00	20000000000.00
104	300000000000W HPS	1	24000000000.00	24000000000.00	24000000000.00
105	400000000000W HPS	1	32000000000.00	32000000000.00	32000000000.00
106	500000000000W HPS	1	40000000000.00	40000000000.00	40000000000.00
107	600000000000W HPS	1	48000000000.00	48000000000.00	48000000000.00
108	700000000000W HPS	1	56000000000.00	56000000000.00	56000000000.00
109	800000000000W HPS	1	640000		



MSI GENERAL CORPORATION  
 10000 W. 10th Ave.  
 Denver, CO 80231  
 FAX: 303-751-1000

MSI GENERAL CORPORATION  
 10000 W. 10th Ave.  
 Denver, CO 80231  
 FAX: 303-751-1000

PROJECT ADDRESS:  
 1. PROJECT ADDRESS  
 2. PROJECT LOCATION  
 3. PROJECT DATE

Site Details  
 SHEET NO.  
**C-501**  
 PROJECT NO.  
**S15026**

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS





MANAGERS

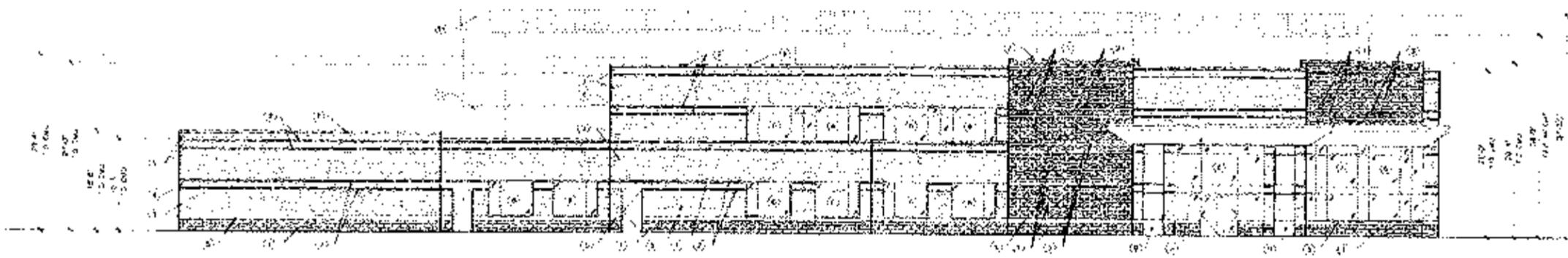
MSI GENERAL CONTRACTORS  
 P.O. BOX 2  
 KANSAS CITY, MISSOURI 64101  
 PHONE (816) 451-2500  
 FAX (816) 451-2505

MSI GENERAL ENGINEERS  
 1000 WEST 10TH AVENUE, SUITE 100

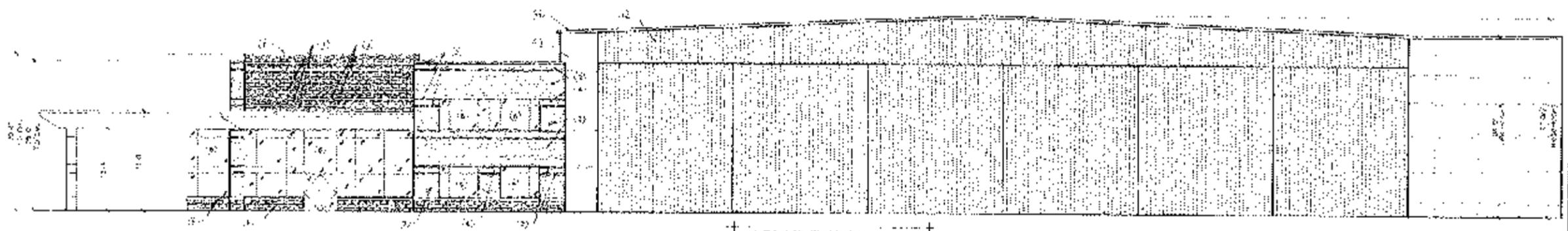
ENGINEERS

CONTRACTORS

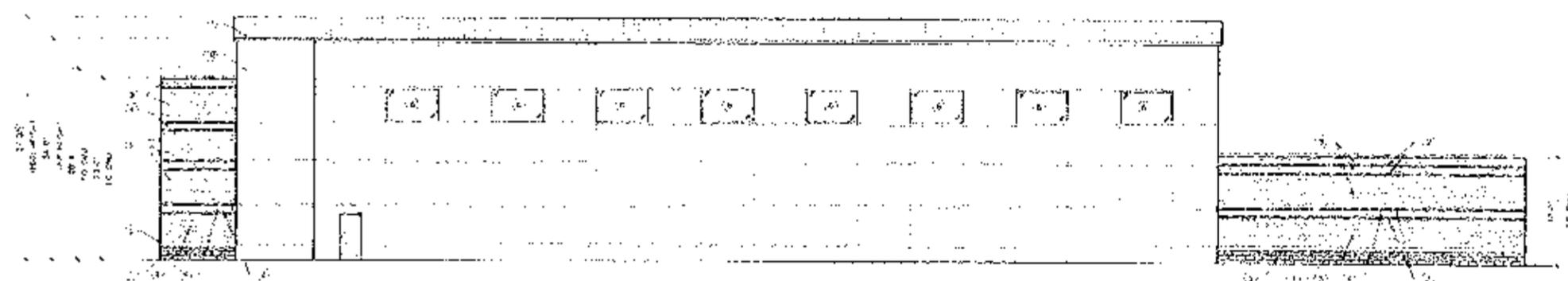
ARCHITECTS



NORTH ELEVATION

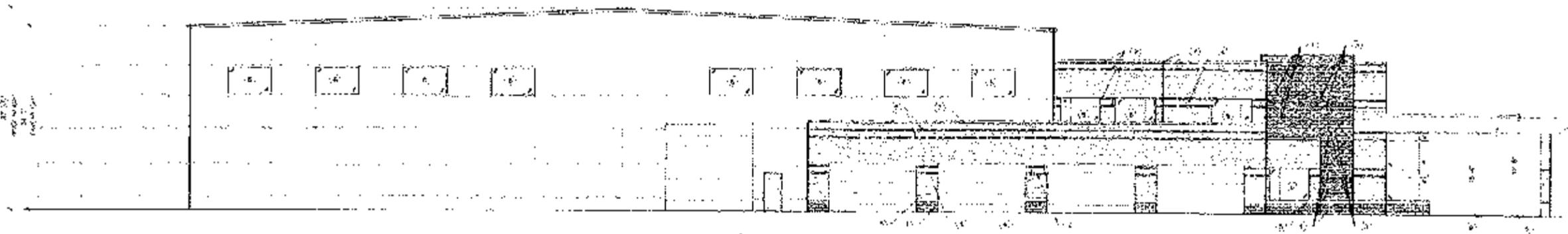


WEST ELEVATION



SOUTH ELEVATION

- ELEVATION NOTES**
1. EXTERIOR WALLS SHALL BE CONCRETE ON BLOCK.
  2. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  3. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  4. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  5. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  6. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  7. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  8. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  9. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.
  10. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK TYPE S1 PORTLAND CEMENT MORTAR OVER 1/2" THICK TYPE S1 PORTLAND CEMENT PLASTER.

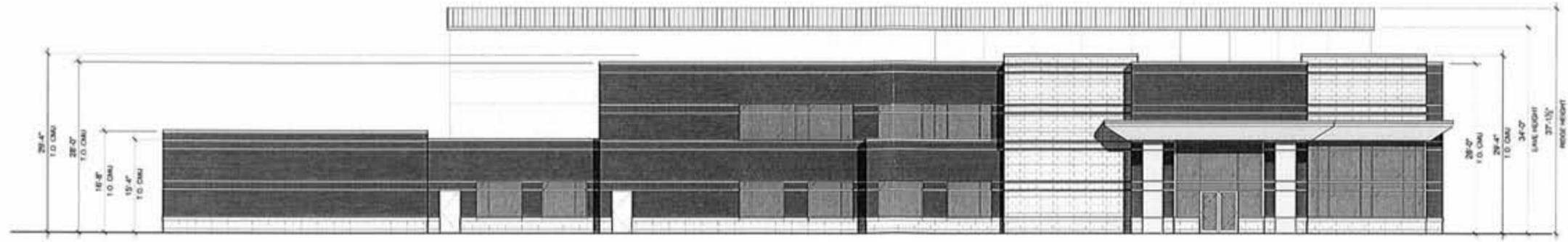


EAST ELEVATION

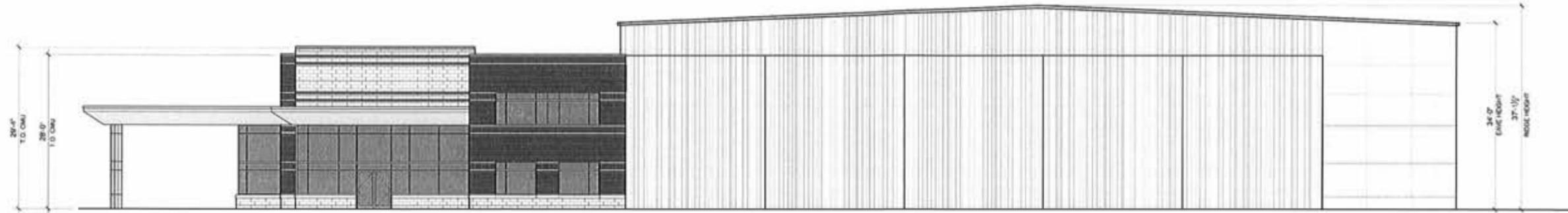
**PROJECT ADDRESS:**  
 1000 WEST 10TH AVENUE  
 KANSAS CITY, MISSOURI 64101  
 PROJECT NO. 15026

DATE: 07/02/15  
 DRAWN BY: JAA  
 CHECKED BY: JAA  
**EXTERIOR ELEVATIONS**  
 SHEET NUMBER:  
**A-201**  
 PROJECT NUMBER:  
**S15026**

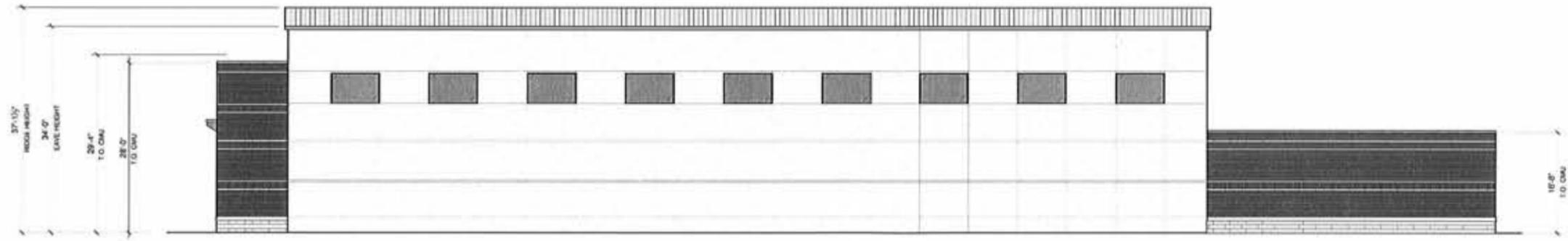
ELEVATIONS 1/8" = 1' 0"



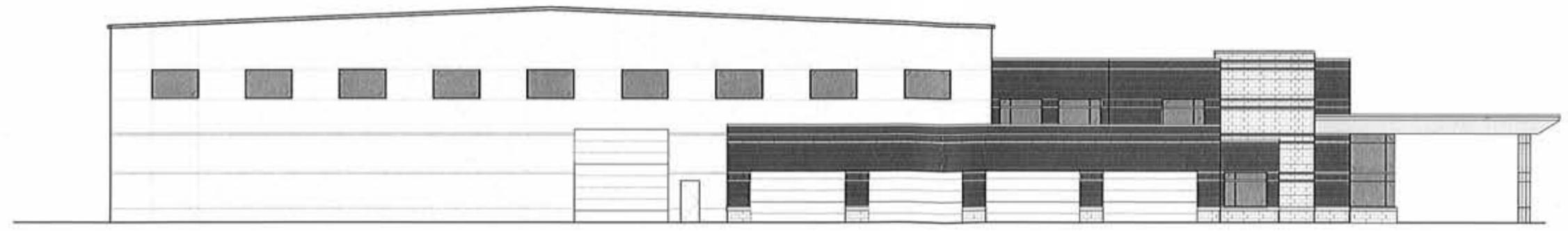
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

ELEVATIONS 1/8" = 1'-0"



MSI GENERAL CORPORATION  
P.O. BOX 7  
OCONOMOWOC, WI 53086  
PHONE: 262-367-5663  
FAX: 262-367-7209

WWW.MSIGENERAL.COM  
SINGLE SOURCE RESPONSIBILITY™

REVISIONS:	
1	
2	
3	
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PROJECT ADDRESS:  
GLOBAL JET PROPERTIES  
KENOSHA REGIONAL AIRPORT  
KENOSHA, WI 53144  
ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSIGENERAL MASTER SPECIFICATIONS.

Date: 12-29-14 Drawn By: PAA  
Sheet Title: EXTERIOR ELEVATIONS  
Sheet Number: A-201-1  
Project Number: S15026

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street – Room 202 – Kenosha, WI 53140

Conditional Use Permit for an 8,919 square foot retail building to be located at 6425 Green Bay Road (Kenosha Medical Campus) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** 6425 Green Bay Road  
Zoned B-2 Community District/AIR-4 Overlay District

1. The City Plan Commission approved a Conditional Use Permit on July 24, 2008 for a development on multiple properties located south of 64<sup>th</sup> Street and east of Green Bay Road. The approval was for seven buildings. Two of the buildings were constructed prior to the expiration of the Conditional Use Permit on July 24, 2010.
2. The applicant has now submitted a new Conditional Use Permit application to build a new building along the front of the development abutting Green Bay Road. The building design and materials will be identical to the other two constructed buildings. Only one building would be approved with this approval.
3. There is no tenant for the building proposed at this time. Any tenant of the building would have to be a permitted use, or if it were a conditional use, another Conditional Use Permit application would have to be submitted for review.
4. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
5. 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 Wilke, Development Coordinator



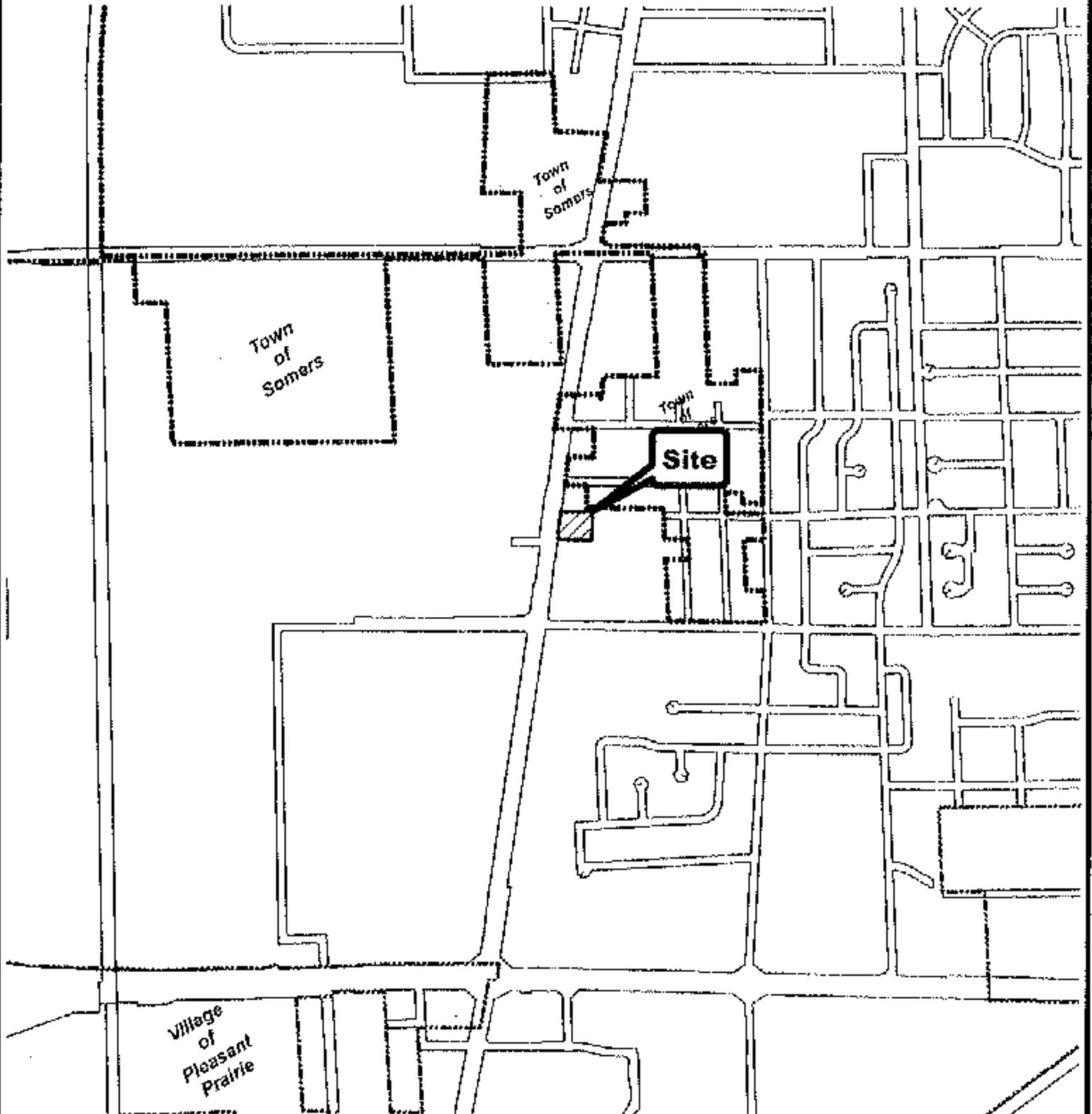
Jeffrey B. Labadie, Director

1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
  - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
  - b. The applicant shall obtain a Parking Lot permit from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. The building is permitted 1 monument sign. 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 and any Conditions noted in the recorded Developers Agreement. The buildings shall comply with the current Code standards in effect upon application for a building permit.
  - g. All roof top mechanicals shall be properly screened per Section 14.07 B.10 of the Zoning Ordinance.
  - h. 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.
  - i. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within twelve (12) months of City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - j. Outdoor display of products is prohibited.
  - k. All vehicles shall be parked within designated paved areas
  - l. 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.

- m. Cross access shall be provided to adjacent parcels, if required, at a future date by the City.
  - n. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:
    - i. Site Plan as-built
    - ii. Floor Plan as-built
    - iii. Site Utilities
    - iv. Sprinkler Plans
    - v. Fire Alarm Plans
  - p. The building colors and materials shall match the existing buildings approved on July 24, 2008.
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 August 17, 2015.
  - b. The Utility Plan shall be revised and resubmitted for review and approval addressing the comments listed in the Kenosha Water Utility Memo dated August 12, 2015.
  - c. The building elevations appear to be labeled incorrectly. If the elevation labels are correct, the Site Plan shall be revised to show the proper building orientation. If not, the elevation labels shall be corrected.
  - d. The phasing plan submitted shows eleven spaces north of the building that can not be accessed unless more pavement is installed. The phasing plan shall be amended to accurately reflect what is proposed for construction.
  - e. The plans shall be labeled to show what is proposed and what is existing.
  - f. The dumpster enclosure at the northeast corner of the phasing area is existing, but the gates have been removed. The plan shall indicate that the enclosure will have gates installed that comply with City standards prior to any occupancy of the new building.
  - g. A paved sidewalk to the front entrance is required. The Site Plan shall show a connection either from the front entrance west to the public sidewalk, or south of the building to the private sidewalk which connects to the public sidewalk.
  - h. The Site Plan and building elevations shall be revised to show the same building footprint.

**City of Kenosha**  
**Vicinity Map**  
**Kenosha Medical Campus CUP**



**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: August 12, 2015

Subject: Kenosha Medical Campus New Building

Location: 6425 Green Bay Road

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

1. The water service to the proposed building (Building 1) is already being used for the existing building to the east (Building 2). Building 2 is on a separate lot from Building 1 per CSM 2691. In accordance with Rule 06-03 of the Kenosha Water Utility Rules and Regulations, a water service may cross one or more parcels to service another parcel provided only one parcel is served. Since the existing service is already serving Building 2, a separate water service connected to the public water main in Green Bay Road will need to be installed for Building 1. The plans shall be updated to show this new service connection.
2. Please note that the one and one half inch (1-1/2") meter shown on the plans will incur a sewer connection fee of \$16,407.00 which must be paid prior to connecting to the public water main.
3. Please add the following note to the water meter detail on the Utility Plan:
  - The water meter shall have unobstructed access, twelve inches (12") from the inside wall, twelve to twenty-four inches (12"-24") above the floor.
4. The developer must provide KWU with written authorization to access the sampling manhole (Manhole 4).

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

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

**MAILING INFORMATION**

**NAME OF PROJECT:** MEDICAL OFFICE CAMPUS

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

<input checked="" type="radio"/>	Name and Address of Applicant (Please print): <u>KPK CONSTRUCTION INC</u> <u>3706 22ND STREET</u> <u>KENOSHA WI 53144</u>	Phone: <u>920-319-0801</u> Fax: _____ E-Mail: <u>KPK.CONSTRUCTION@HOTMAIL.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer (Please print): <u>WILLIAM A MORRIS-ARCHITECT LLC</u> <u>5313-87 PLACE</u> <u>PLEASANT PRAIRIE WI 53158</u>	Phone: <u>262-620-0563</u> Fax: _____ E-Mail: <u>WUMPERE.WI.PR.COM</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant) (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

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

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

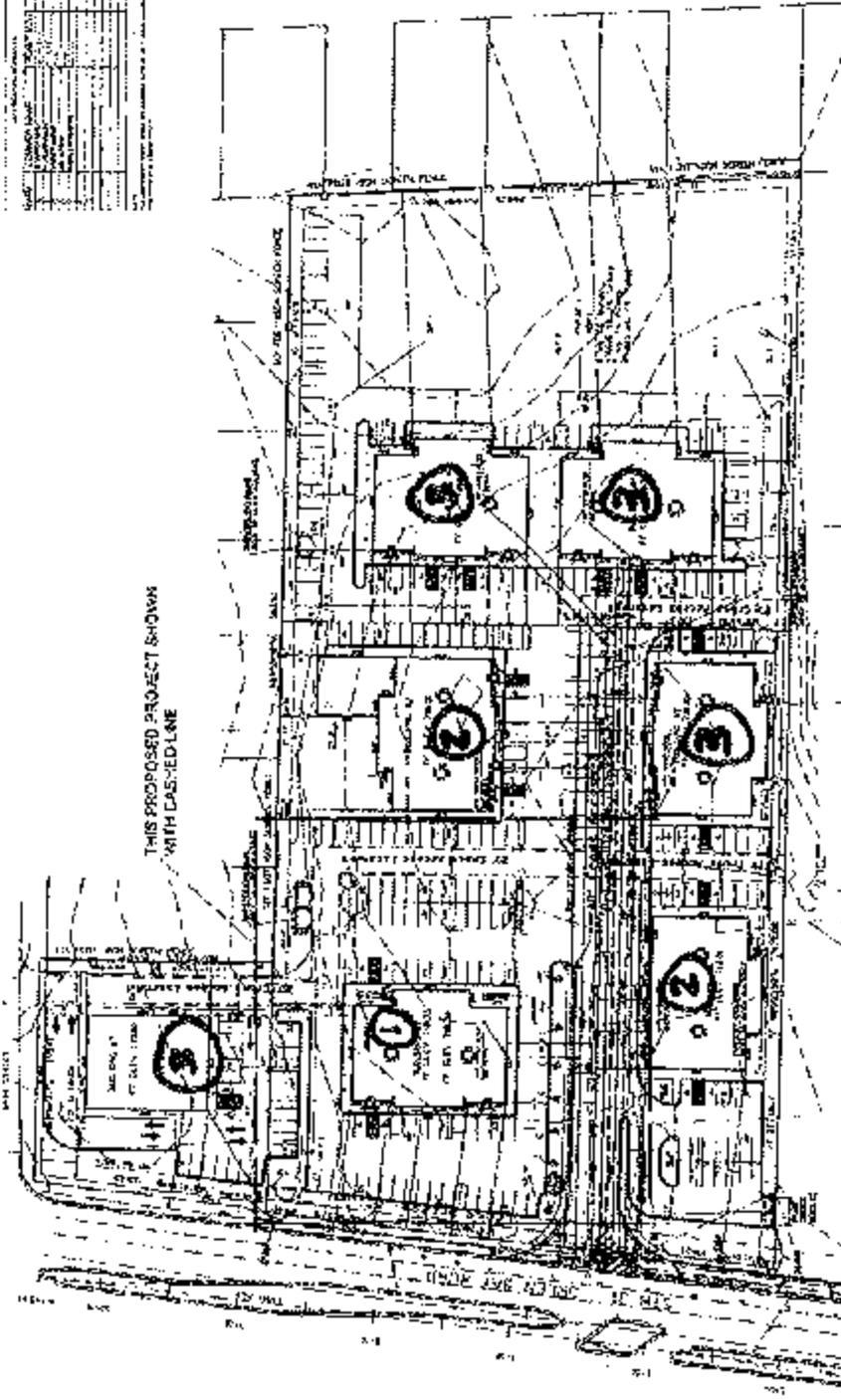
Department of Community Development & Inspections  
 Planning Division  
 625 52nd Street, Room 308  
 Kenosha, WI 53140

Phone: 262.653.4030  
 Fax: 262.653.4045

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

REVISIONS	
NO.	DESCRIPTION

THIS PROPOSED PROJECT SHOWN WITH DASHED LINE



- ① PROPOSED
- ② EXISTING
- ③ FUTURE



LEGEND

CALL DODD'S HOTLINE  
1-800-242-8311  
FOR A FREE INFORMATIONAL BROCHURE  
ON THE CITY OF KENOSHA  
PLANNING DEPARTMENT

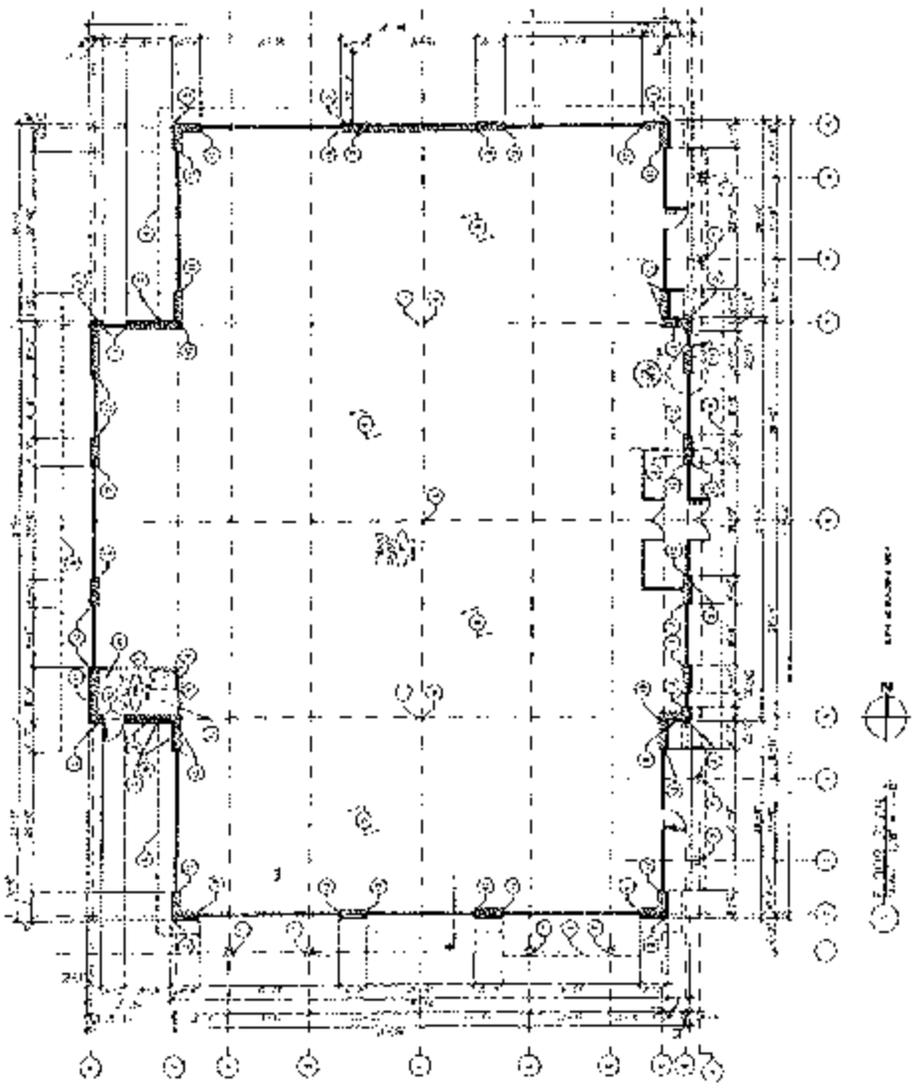
FOR A POLITICAL BROCHURE, INquire

CITY OF KENOSHA  
KOSCIUSKO COUNTY, WISCONSIN  
SITE PLAN  
LANDSCAPE PLAN, PHASING

NO.	DATE	BY	FOR

KINROSS COLLEGE CAMPUS  
288 FERRIS AVE.  
KINROSS, W. VIRG.  
NO. 1001A, 11, 5124

WILLIAM A. MARRIS-ARCHITECTS, INC.  
2000 10TH AVENUE  
KINROSS, W. VIRG.



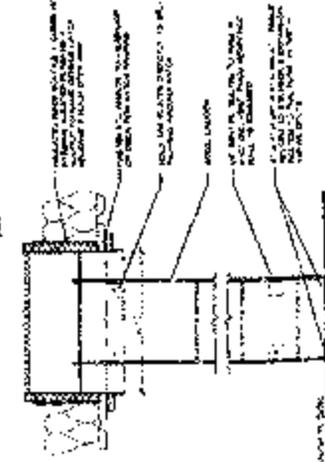
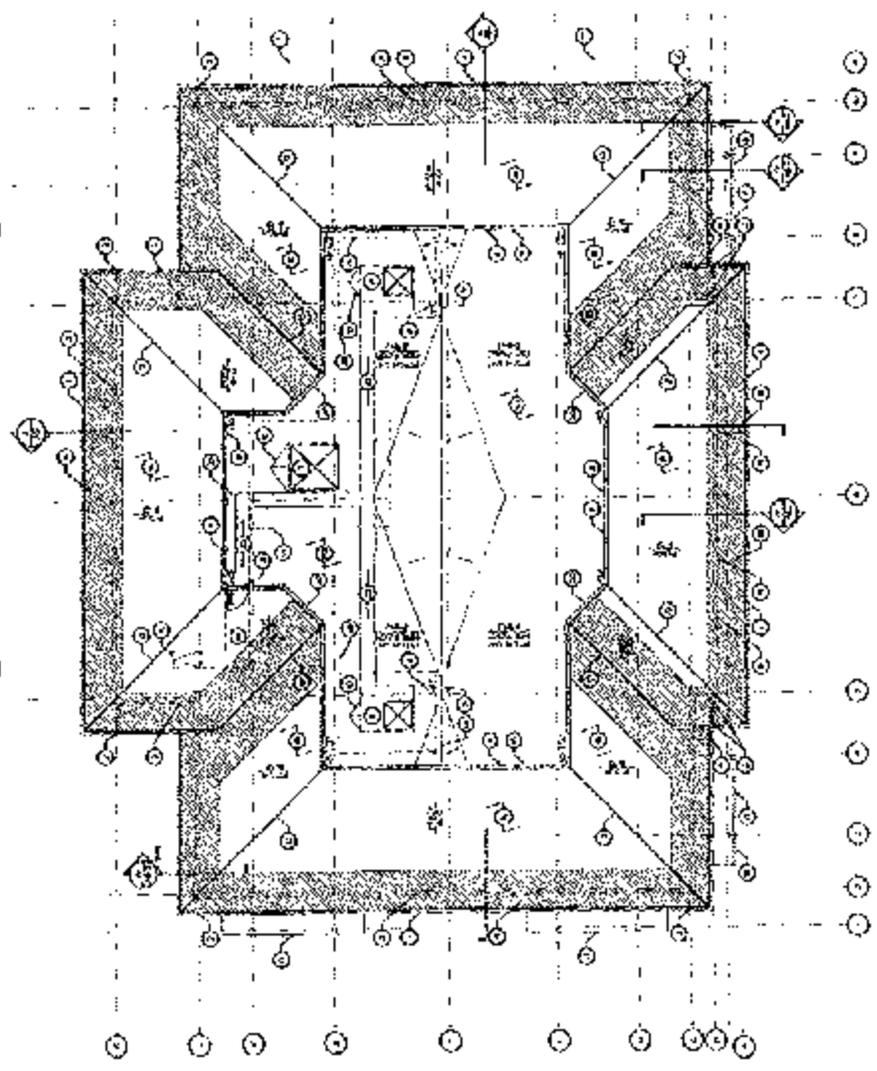
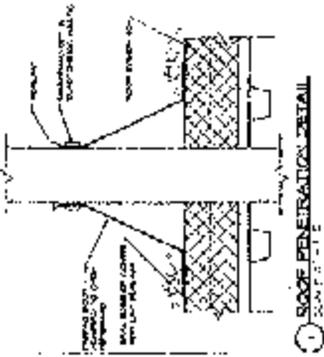
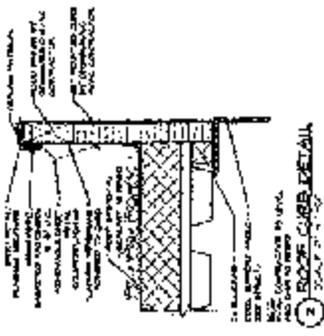
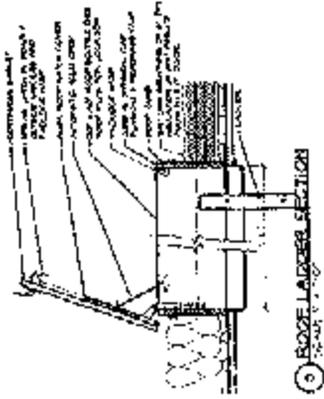


**THE REDMOND COMPANY**  
 1000 N. MILWAUKEE AVENUE  
 MILWAUKEE, WISCONSIN 53233  
 PHONE: 414-224-1100  
 FAX: 414-224-1101

**Kenosha Medical Campus Building**  
 SE corner of Hwy 31 & Bira Street  
 Kenosha, WI

**ROOF PLAN NOTES**

1. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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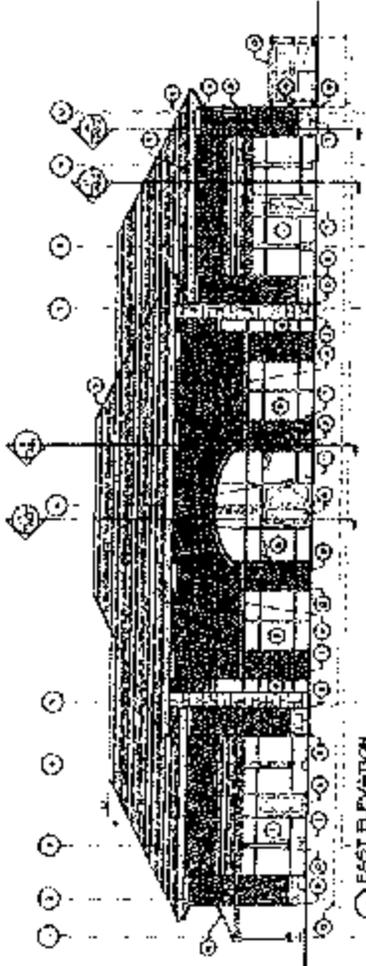


**THE  
RAYMOND  
REDMOND  
COMPANY**  
1000 W. WISCONSIN ST.  
MILWAUKEE, WI 53233  
TEL: 414-224-1100  
FAX: 414-224-1101

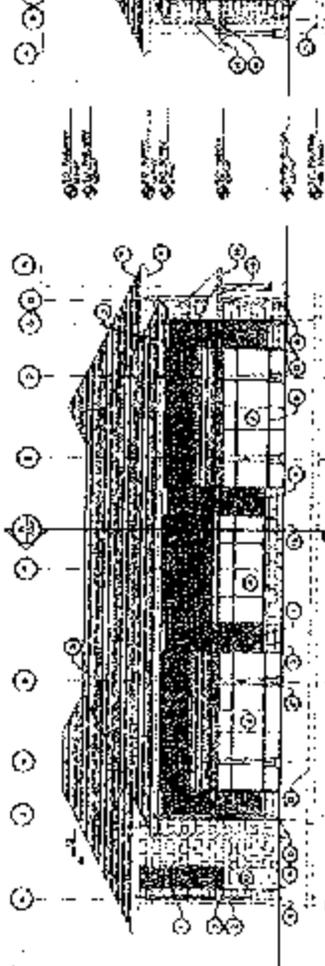
**Kenosha Medical Campus  
Building**  
SE corner of Hwy 31 & Gail Street  
Kenosha, WI

**ELEVATION KEY NOTES**

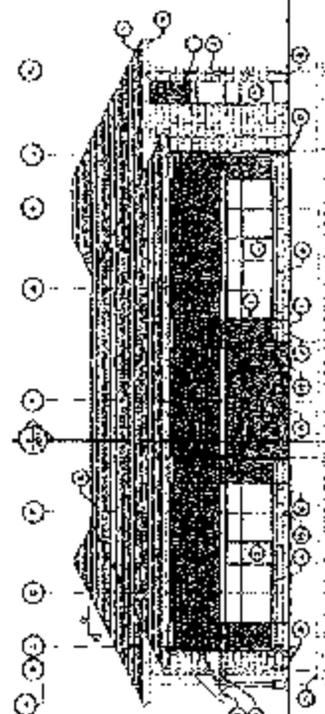
- 1. Masonry
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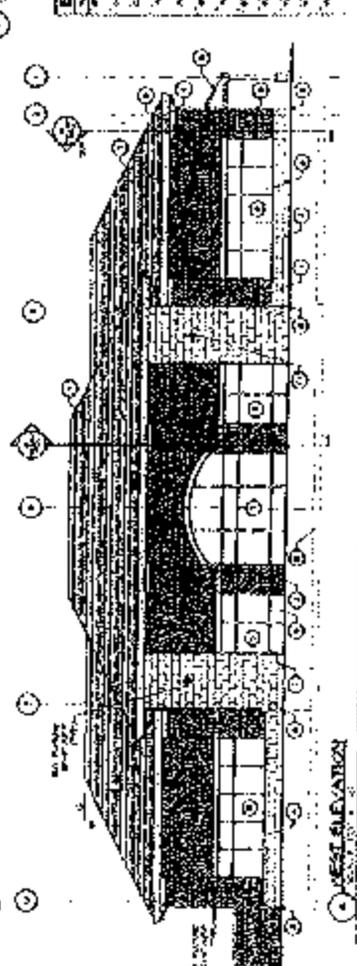
**1 EAST ELEVATION**



**2 SOUTH ELEVATION**



**3 NORTH ELEVATION**



**4 WEST ELEVATION**

**EXTERIOR MATERIALS SCHEDULE**

NO.	DESCRIPTION	FINISH	NOTES
1	CONCRETE	SMOOTH	
2	CAST IN PLACE CONCRETE	SMOOTH	
3	1/2" GALVANIZED STEEL	PAINTED	
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76	1/2" GALVANIZED STEEL	PAINTED	
77	1/2" GALVANIZED STEEL	PAINTED	
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95	1/2" GALVANIZED STEEL	PAINTED	
96	1/2" GALVANIZED STEEL	PAINTED	
97	1/2" GALVANIZED STEEL	PAINTED	
98	1/2" GALVANIZED STEEL	PAINTED	
99	1/2" GALVANIZED STEEL	PAINTED	
100	1/2" GALVANIZED STEEL	PAINTED	



Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Driveway Easement and Agreement by and between the City of Kenosha, Wisconsin and Dale L. Pfaff for the benefit of property located at 3919 55th Avenue. (Pfaff) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Parks Commission and final review by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 3919 55th Avenue / Jamestown Park  
**Zoned:** RS-1 Single-Family Residential District

1. The Easement has been requested by the property owner of 3919 55th Avenue to maintain an existing driveway that encroaches on land owned by the City of Kenosha, known as Jamestown Park.
2. The Easement will require the property owner of 3919 55th Avenue to maintain the driveway at all times, including repair and snow and ice removal.

**RECOMMENDATION:**

A recommendation is made to approve the Easement and Agreement.

Brian Wilke, Development Coordinator

Jeffrey B. Labahn, Director

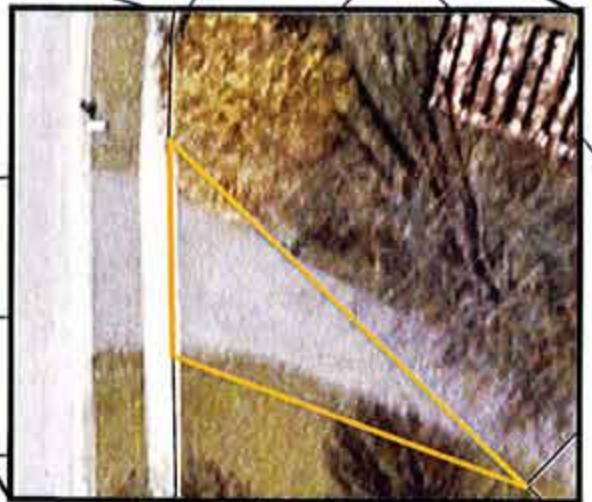
# General Location Map City/Pfaff Driveway Easement

Easement to benefit  
this property.

ADAMS RD

54TH AVE

55TH AVE



DRIVEWAY EASEMENT & AGREEMENT  
BETWEEN THE CITY OF KENOSHA  
AND DALE L. PFAFF

Document Number

Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Part of 08-222-26-327-020  
Parcel Identification Number

DRIVEWAY EASEMENT & AGREEMENT

Between

THE CITY OF KENOSHA  
A Municipal Corporation

And

DALE L. PFAFF  
An Individual

This Driveway Easement & Agreement ("Easement & Agreement") effective as of the last date of execution is entered into between the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 ("Grantor") and Dale L. Pfaff, an individual residing at 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin 53144 ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of real estate identified as Tax Parcel No. 08-222-26-327-020 located in the Southwest 1/4 of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian situated in the City of Kenosha, County of Kenosha, State of Wisconsin, generally known as Jamestown Park, ("Real Estate"); and

WHEREAS, Grantee is the owner of real estate commonly known as 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin 53144 identified as part of Tax Parcel Nos. 08-222-26-327-030 and 08-222-26-327-035 and more particularly described on attached Exhibit A; and

WHEREAS, Grantor and Grantee acknowledge that a driveway currently exists on a portion of the Grantor's Real Estate; and

WHEREAS, Grantor is willing to create an easement over a portion of the Grantor's Real Estate to enable the Grantee to use the driveway under the terms of this Easement & Agreement.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Driveway Easement. Grantor hereby grants to Grantee a non-exclusive easement across and through that certain portion of the Grantor's Real Estate legally described and shown on attached Exhibit B ("the Easement Area") for use of that portion of the Easement Area depicted on Exhibit B as the Asphalt Drive

as a driveway for vehicular and pedestrian ingress and egress to 55<sup>th</sup> Avenue from the Grantee's real estate located at 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin more particularly described on attached Exhibit A. Grantor reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise by the Grantee of the easement rights granted by this Easement & Agreement.

2. Permitted Users. The easement granted in Paragraph 1 is for the benefit and use of the Grantee as the fee simple owner of 3919 55<sup>th</sup> Avenue, the Grantee's invitee's, the Grantor, and the Grantor's officers, employees, agents, contractors and subcontractors.
3. Maintenance, Repair, Replacement. Grantee, at Grantee's expense, shall at all times be responsible for the care, maintenance and repair of the Asphalt Drive and the Easement Area. Grantee, at Grantee's expense, shall at all times, keep the Easement Area in good condition and repair free from obstructions and debris and shall at all times be responsible for snow and ice removal. No structures, fences, gates, landscape or other improvements to the Easement Area, including but not limited to the width and surface material of the Asphalt Drive, shall be made by the Grantee without the prior written consent of the Grantor. Any structures, fences, gates, landscaping or other improvements to the Easement Area requested by the Grantee and consented to by the Grantor shall be made at the Grantee's sole cost and expense.
4. Indemnification. Grantee shall indemnify, defend and hold harmless the Grantor, its officers, employees, agents, contractors and subcontractors from and against costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the exercise of any easement rights hereunder by the Grantee or the Grantee's agents, contractors, subcontractors, invitees, tenants, or employees.
5. Insurance. Grantee shall maintain in effect at all times during the term of this Easement & Agreement a policy of general liability insurance naming the Grantor as insured, to insure against injury to property, person, or loss of life arising out of the Grantee's use, occupancy, or maintenance of the Easement Area, with limits of coverage that are at levels customarily maintained in Kenosha County, Wisconsin, and shall provide the Grantor with a copy of the insurance policy endorsement or wording showing that the Grantor has been added as additional insured. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the Grantee under this Easement & Agreement. Insurance required under this Easement & Agreement shall be written by companies duly

qualified to do business in the State of Wisconsin. Grantee shall use diligent efforts to obtain the agreement of Grantee's insurer that no such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the Grantee. At least thirty (30) days before the expiration of the Grantee's policies, the Grantee shall furnish the Grantor with renewals or "binders" of the policies, or the Grantor may order such insurance and charge the cost to the Grantee. The Grantee shall not do or permit anything to be done that will invalidate the insurance policies furnished by the Grantee. The Grantor may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal insurance practice.

6. Equal Rights of Use. Grantor and Grantee as the fee simple owner of 3919 55<sup>th</sup> Avenue, Kenosha, Wisconsin shall have equal rights of ingress and egress over the Easement Area and shall take no action to prevent the other party's enjoyment of such rights.
7. Successors and Assigns. All of the terms and conditions in this Easement & Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee as the fee simple owner of the real estate described on attached Exhibit A, and their respective successors and assigns. The Grantee and each of the Grantee's respective successors and assigns as fee simple owners to the real estate described on attached Exhibit A, shall cease to have further liability under this Easement & Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in such real estate, except, however, for obligations that accrued during the party's period of ownership of title.
8. Notices. Any notice required to be given in this Easement & Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending, or serving written notice of such change of address upon the other party. Notices shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor:

Dale L. Pfaff  
[or current fee simple owner]  
3919 55<sup>th</sup> Avenue  
Kenosha, Wisconsin 53144

To the Grantee: City Clerk/Treasurer  
Municipal Building, Room 105  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

With copies to: Director of Public Works  
Municipal Building, Room 305  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

9. Non Use or Limited Use. Non use or limited use of the easement rights granted in this Easement & Agreement shall not prevent later use of the driveway easement to the fullest extent authorized in this Easement & Agreement and re-recording of this Easement & Agreement as a result thereof shall not be required.
10. Governing Law. This Easement & Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Severability. Any covenant, condition or provision of this Easement & Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Easement & Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement & 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 Easement & Agreement are declared to be severable.
12. Entire Agreement. This Easement & Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.
13. Waivers. No delay or omission by either party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement & Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement & Agreement.

14. Enforcement. Enforcement of this Easement & Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement & Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement & Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
15. Amendment. This Easement & Agreement may be amended or terminated by a written recorded instrument signed by the Grantor and Grantee.

*Signature Pages Follow*

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

GRANTOR:

CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
KEITH G. BOSMAN  
Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA L. SALAS  
City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

GRANTEE:

DALE L. PFAFF  
An Individual

By: \_\_\_\_\_  
DALE L. PFAFF

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
:SS  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_ 2015, Dale L. Pfaff, to me known to be such person, and acknowledged to me that he executed the foregoing instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

This instrument drafted by:  
Jonathan A. Mulligan  
Assistant City Attorney  
City of Kenosha  
625 52nd Street, Room 201  
Kenosha, Wisconsin 53140

*Plat of Survey for Driveway Easement*

*BETWEEN TAX KEY NO: 08-222-26-327-020*

*& LOT 10 AND PART LOT 9*

*DOWSE COMPANY'S LITTLE RANCHES*

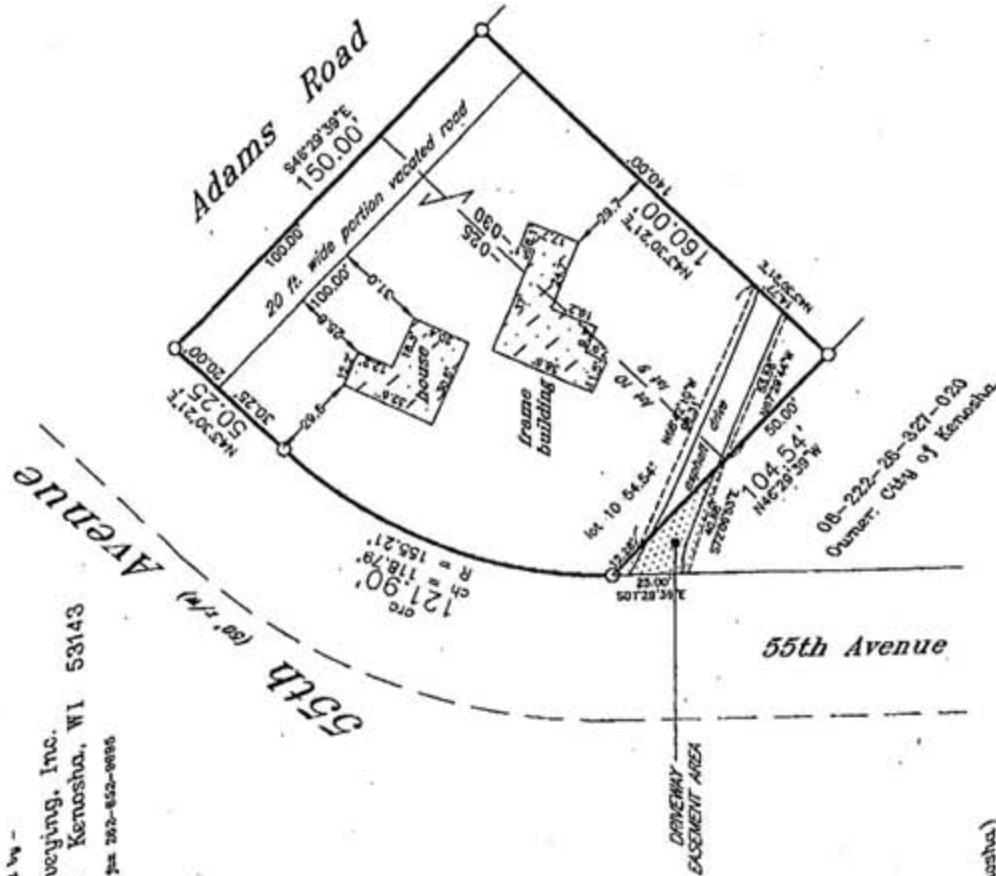
*in SW1/4 Section 26-2-22*

*CITY OF KENOSHA  
KENOSHA COUNTY, WIS.*

*-for-  
City of Kenosha*

*and  
Dale & Shirley Ann Pfaff*

**EXHIBIT A**



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft

tax key nos: 08-222-26-327-025, 030  
(Dowse Company's Little Ranches)

tax key nos: 08-222-26-327-020 (City of Kenosha)

LEGAL DESCRIPTION FOR PROPOSED DRIVEWAY EASEMENT: Part of Tax Key No: 08-222-26-327-020: Part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Beginning at the northwesterly corner of Lot 10 in Dowse Company's Little Ranches, a subdivision plat of record; thence S46°29'39" E along the westerly line of said lot, 54.54 feet to the southwesterly corner of said lot; thence N72°06'53" W 40.88 feet to the east line of 55th Avenue; thence N01°29'39" W along said east line 25.00 feet to the northwesterly corner of said Lot 10 and the point of beginning.

- prepared by -  
J.K.R. Surveying, Inc.  
8121 22nd Avenue Kenosha, WI 53143  
Ph: 262-852-8110 Fax: 262-852-9886

## EXHIBIT B

Part of Lots 8 & 9 in Dowse Company's Little Ranches, a subdivision plat of record; including a 20 foot wide vacated portion of road formerly known as Grant Road; now known as Adams Road; lying and being in part of the Southwest Quarter of Section 26, Town 2 North, Range 22 East of the Fourth Principal Meridian; being in the City of Kenosha, County of Kenosha and State of Wisconsin; being more particularly described as: Commencing at the southeasterly corner of said Lot 9; which is also the northeasterly corner of said Lot 8; thence N 43 degrees 30' 21" E 20.00 feet to the southerly line of Adams Road and the point of beginning; thence S 46 degrees 29' 39" E along said southerly line 30.00 feet; thence S 43 degrees 30' 21" W 160.00 feet; thence N 46 degrees 29' 39" W 80.00 feet; thence N 43 degrees 30' 21" E 160.00 feet to the southerly line of aforesaid Adams Road; thence S 46 degrees 29' 39" E along said southerly line 50.00 feet to the point of beginning; containing 12,800 square feet, more or less.



Thursday, August 20, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Bicycle and Pedestrian Pathway Easement and Agreement by and between BPOK I, LLC, and the City of Kenosha, Wisconsin for property at 9949 58th Place. (BPOK I, LLC) (District 16 )PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. This item will also be reviewed by the Public Works Committee and final review by the Common Council.

**LOCATION AND ANALYSIS:**

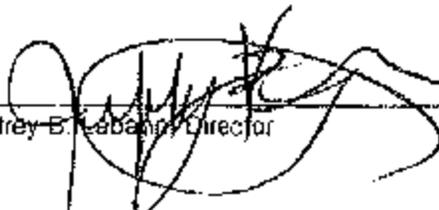
Site: 9949 58th Place  
Zoned: M-2 Heavy Manufacturing District

1. The City of Kenosha Bicycle and Pedestrian Facilities Plan recommends an off-street paved bicycle and pedestrian trail along the north side of 60th Street between Green Bay Road and Interstate 94. The trail would be on private property in an Easement.
2. BPOK I, LLC received approval to build a speculative industrial building on their property at 9949 58th Place in the Business Park of Kenosha Phase 2. A condition of their approval is that they enter into the attached Easement and Agreement prior to building occupancy.
3. BPOK I, LLC or any future property owner will be responsible to pay for the installation of the bicycle and pedestrian path across their property at the time of construction of the path, at a date to be determined. BPOK I, LLC or any future property owner will be responsible to maintain the path. If the path is not maintained, the City can do the corrective work and bill the property owner.

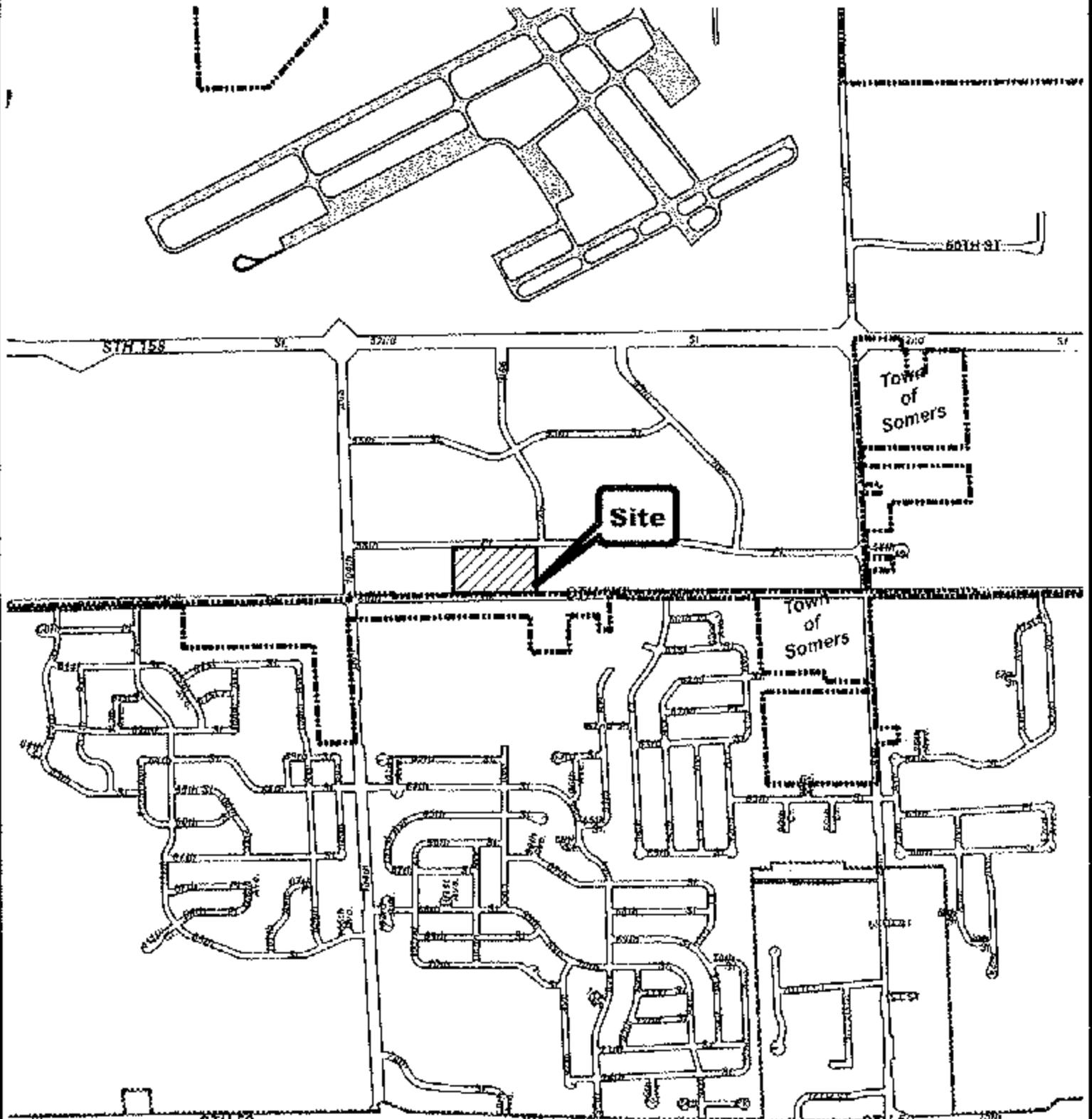
**RECOMMENDATION:**

A recommendation is made to approve the Easement and Agreement.

  
\_\_\_\_\_  
Brian Wilke, Development Coordinator

  
\_\_\_\_\_  
Jeffrey B. Laban, Director

*City of Kenosha*  
**Vicinity Map**  
**BPOK I, LLC Bicycle Easement**





BICYCLE AND PEDESTRIAN  
PATHWAY EASEMENT AND  
AGREEMENT

Document Number

Document Title

This space is reserved for recording data.

Return to

Jonathan A. Mulligan  
Office of the City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

08-222-32-380-313

Parcel Identification Number

## BICYCLE AND PEDESTRIAN PATHWAY EASEMENT AND AGREEMENT

Between

BPOK LLC  
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA  
A Municipal Corporation

This Bicycle and Pedestrian Pathway Easement and Agreement ("Easement and Agreement") effective as of the last date of execution is entered into between BPOK LLC, a Wisconsin limited liability company with offices located at 710 N. Plankinton Avenue, Suite 1200, Milwaukee, Wisconsin 53203 ("Grantor") and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 ("Grantee").

Whereas, the Grantor is the owner of the real estate legally described on Exhibit A located in the City of Kenosha, County of Kenosha, State of Wisconsin ("the Real Estate"); and

Whereas, the Grantor is willing to grant and convey to the Grantee a bicycle and pedestrian sidewalk/pathway easement ("Pathway Easement") across and through a portion of the Real Estate as more particularly described herein for the purpose of installing, constructing, maintaining, repairing and replacing a portion of a larger, community-area interconnected bicycle and pedestrian sidewalk/pathway (the "Pathway").

Now, Therefore, in consideration of the mutual obligations contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

- I. Grant of Permanent Pathway Easement. Grantor hereby grants and conveys to the Grantee a permanent non-exclusive Pathway Easement across and through that certain portion of the Real Estate described on attached Exhibit B (the "Easement Area") to install, construct, maintain, repair and replace the Pathway (the "Permitted Work"), together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove trees, bushes, undergrowth and other structures and obstructions interfering with the Permitted Work, so long as the Permitted Work does not materially interfere with the operation and use of the Real Estate. For the purpose of performing the Permitted Work, the Grantee shall have the right to enter, pass over, and use the Real Estate reasonably adjacent thereto, for the temporary transportation, laying down, and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials and for other purposes incidental to the Permitted Work, so long as the Permitted Work

does not materially interfere with the operation and use of the Real Estate.

2. No Improvements in Easement Area. Except for the Pathway and related appurtenances, no other building, structure or other improvements shall be placed or constructed upon or over the Easement Area, other than those that have been previously or subsequently approved by Grantee.
3. Obligations of Grantee. Grantee, at Grantor's reasonable cost and expense, shall install and construct the Pathway and related appurtenances at such future date as the Grantee in its sole discretion shall elect. Grantee shall provide the Grantor not less than thirty (30) days advance written notice of the date the Grantee intends to commence installation and construction of the Pathway and related appurtenances, along with an estimate of the proposed direct costs and expenses that Grantor will be responsible for related to construction of the Pathway and related appurtenances to be physically located on the Real Estate. If Grantor does not agree that Grantee's estimate of proposed direct costs and expenses are reasonable, then Grantor shall have the right to install the Pathway and related appurtenances at its sole cost and expense so long as the installation and construction of the Pathway and related appurtenances meet or exceed the Grantee's construction specifications and the Pathway and related appurtenances are completed prior to or concurrently with completion of the abutting area Pathway and related appurtenances. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantee, at Grantee's cost and expense, shall repair or replace the Pathway and related appurtenances as a result of damage deemed by the Grantee to have been caused by normal wear and tear. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantee, except in case of emergency in which case the Grantee shall notify the Grantor as soon as possible, shall provide the Grantor ten (10) days advance written notice of the date the Grantee intends to commence any other Permitted Work. Grantee shall exercise reasonable efforts to complete the Permitted Work so as to not materially interfere with the Grantor's operation and use of the Real Estate. In performing the Permitted Work, the Grantee will not block, or allow at any time the blockage of more than one-half of an access drive, allowing at least one lane open at all times in each access drive for vehicular and truck traffic. Grantee shall separate the Easement Area by cones or other appropriate construction safety barriers while performing the Permitted Work. Upon completion of the Permitted Work, the Grantee shall restore the Easement Area and surrounding property to the condition that existed prior to the Permitted Work.
4. Grantor's Obligations. Grantor shall reimburse the Grantee within forty-five (45) days of receipt of written demand for payment of all actual costs incurred by the Grantee for the installation and construction of the Pathway and related appurtenances if Grantor does not elect to install the Pathway and related appurtenances pursuant to Section 3 above. Failure of the Grantor to reimburse the Grantee within forty-five (45) days may result in the actual costs for the installation and construction of the Pathway and related appurtenances being

specially assessed against the Real Estate pursuant to Wis. Stat. §66.0703. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantor, at Grantor's cost and expense, shall repair or replace the Pathway and related appurtenances as a result of damage caused by Grantor, its agents, employees, contractors or subcontractors that is in excess of normal wear and tear. Upon completion of the installation and construction of the Pathway and related appurtenances, the Grantor, at Grantor's cost and expense, shall maintain the Pathway and related appurtenances free from obstructions and debris and in accordance with Sections 5.11 and 5.116 of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. In the event the Grantor fails to repair, replace or maintain the Pathway and related appurtenances as required by this paragraph, the Grantee may perform such work and charge the Grantor for the direct actual costs incurred by the Grantee in performing such work. The Grantor shall reimburse the Grantee within forty-five(45) days of receipt of written demand for payment of all actual costs incurred by the Grantee in performing such work. Failure of the Grantor to reimburse the Grantee within forty-five (45) days may result in proceedings against the Grantor pursuant to Sections 5.11 and 5.116 of the Code of General Ordinances for the City of Kenosha as may be amended from time to time.

5. Covenants Run With Land. This Easement and Agreement shall run with title to the Real Estate and be binding upon the Grantor and Grantee and their respective successors and assigns.
6. Duration. This Easement and Agreement shall be perpetual and shall remain in full force and effect until modified or terminated by the mutual written agreement of the Grantor and Grantee or their respective successors and assigns recorded with the Kenosha County Register of Deeds. Grantee agrees in the event that the Pathway Easement is no longer deemed necessary by the Grantee for the purposes of providing a larger, community-area interconnected bicycle and pedestrian sidewalk/pathway, Grantee will reasonably pursue termination of this Easement and Agreement upon the mutual written agreement of the Grantor and Grantee or their respective successors and assigns recorded with the Kenosha County Register of Deeds.
7. Modification. This Easement and Agreement may only be amended or terminated by the mutual written consent of the Grantor and Grantee, or their respective successors and assigns, and any such amendment or termination shall be duly executed and recorded with the Kenosha County Register of Deeds.
8. Notice. Any notice required to be given in this Easement and Agreement by the Grantor or Grantee is to be by certified mail with return receipt or by personal service addressed to the Grantor and Grantee as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

To the Grantor: BPOK I LLC  
Suite 1200  
710 North Plankinton Avenue  
Milwaukee, Wisconsin 53203

To the Grantee: City Clerk/Treasurer  
Municipal Building, Room 105  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

with copies to: Director of Public Works  
Municipal Building, Room 305  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

Office of the City Attorney  
Municipal Building, Room 201  
625 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53140

9. Non Use or Limited Use. Non use or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the Pathway Easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required.
10. Governing Law. This Easement and Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
11. Severability. Any covenant, condition or provision of this Easement and Agreement held to be invalid or unenforceable by a court of competent jurisdiction shall be considered deleted from this Easement and Agreement, but such deletion shall in no way affect the application or validity of the remaining covenants, conditions or provisions of this Easement and 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 Easement and Agreement are declared to be severable.
12. Entire Agreement. This Easement and Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.

*Signature pages follow*



GRANTEE:

CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
KEITH G. BOSMAN  
Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA L. SALAS  
City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
                                          )SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

This instrument drafted by:  
Jonathan A. Mulligan  
Assistant City Attorney  
City of Kenosha  
625 52nd Street, Room 201  
Kenosha, Wisconsin 53140

**EXHIBIT A**  
**Legal Description**

Parcel 3 of Certified Survey Map No. 2618, recorded in the Kenosha County Register of Deeds Office on March 14, 2008 as Document No. 1550791, being a division of all of Parcel 3 of Certified Survey Map No. 2425, being located in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.

**EXHIBIT B**  
**Easement Area**

The south 20 feet of Parcel 3 of Certified Survey Map No. 2618, recorded in the Kenosha County Register of Deeds Office on March 14, 2008 as Document No. 1550791, being a division of all of Parcel 3 of Certified Survey Map No. 2425, being located in part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin.