



**CITY PLAN COMMISSION  
Agenda**

**Thursday, December 10, 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

Approve minutes from November 19, 2015

1. City Plan Commission Resolution - To Amend the *St. Peter's Neighborhood Plan* as referenced in *A Comprehensive Plan for the City of Kenosha: 2035*, to relocate the Designation of 23rd Street between 39th and 47th Avenues as a future street and to Amend the Wetland boundaries for the St. Peter's Neighborhood. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING
2. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02tt. of the Zoning Ordinance to Amend the St. Peter's Neighborhood Plan as Referenced in the Comprehensive Plan for the City of Kenosha: 2035. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING
3. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to relocate the designation of 23rd Street between 39th and 47th Avenues as a future street, pursuant to Section 62.23(6)(c), Wisconsin Statutes. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING
4. Zoning Ordinance by the Mayor - To Rezone property located at 11597 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Chicagoland DC 2014, LLC) (District 16) PUBLIC HEARING
5. Zoning Ordinance by the Mayor - To Rezone property at 9407 38th Street from A-2 Agricultural Land Holding District to IP Institutional Park District in conformance with Section 10.02 of the Zoning Ordinance. (Harpe) (District 16) PUBLIC HEARING
6. Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 9407 38th Street. (Harpe) (District 16) PUBLIC HEARING
7. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of property 9407 38th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (Harpe) (District 16) PUBLIC HEARING
8. Conditional Use Permit for a 280 unit multi-family development to be located North of 71st Street and West of 125th Avenue. (Springs at Kenosha) (District 16) PUBLIC HEARING
9. Resolution by the Mayor - To Approve a Four-Lot Certified Survey Map for property at 12742 71st Street. (North Shore Bank/Springs at Kenosha) (District 16) PUBLIC HEARING
10. Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC. (Springs at Kenosha) (District 16) PUBLIC HEARING

11. Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue. (District 16) PUBLIC HEARING
12. Conditional Use Permit for a drive-thru to be located at 2717 18th Street. (Larsen/Meyer Pharmacy) (District 4) PUBLIC HEARING
13. Request for Relief to the off-street parking requirements of Section 6.01 of the Zoning Ordinance for an addition to a building at 3016 75th Street. (Casey Funeral Options) (District 8) PUBLIC HEARING
14. Relief to the exterior building material requirements of Section 14.07 B.12 of the Zoning Ordinance for property at 2801 80th Street (Snap-On) (District 13) PUBLIC HEARING
15. City Plan Commission Resolution - To Adopt the Report for the Former Chrysler Engine Plant Site Redevelopment for Kenosha, WI, prepared by ULI Advisory Services Panel dated April 19-24, 2015. (Chrysler) (District 7) PUBLIC HEARING
16. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 uu. of the Zoning Ordinance to Adopt the ULI Advisory Services Panel Report A Former Chrysler Engine Plant Site Redevelopment, Kenosha, Wisconsin. (Chrysler) (District 7) PUBLIC HEARING
17. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To Designate 56th Street between 23rd and 30th Avenues as a future street and To Designate 28th Avenue between 52nd and 60th Streets as a future street, pursuant to Section 62.23 (6) (c) Wisconsin Statutes. (Chrysler) (District 7) 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  
November 19, 2015**

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**MEMBERS PRESENT:** Mayor Bosman, Alderperson Gordon, Alderperson Michalski, Alderperson Wicklund, Patrick DeGrace, Anita Faraone, Robert Hayden, Bradley Kleba and Anderson Lattimore

**MEMBERS EXCUSED:** 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 Ms. Faraone and seconded by Mr. DeGrace to approve the minutes of the November 5, 2015 meeting. The motion passed. (Ayes 9, Noes 0)

**1. Resolution by the Finance Committee -To Approve the 2016 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

Tony Geliche, Community Development Specialist was available to answer questions.

Commissioners Faraone, Michalski, Lattimore, Gordon and Wicklund gave thanks to the Committee members and Staff for their work at these meetings.

A motion was made by Alderperson Michalski and seconded by Ms. Faraone to approve the Consolidated Plan/Annual Plan. The motion passed. (Ayes 9, Noes 0)

Item 2, 3 and 4 were taken together for public hearing purposes. All items were read.

**2. City Plan Commission Resolution - To Amend the St. Peter's Neighborhood Plan as referenced in A Comprehensive Plan for the City of Kenosha: 2035, to relocate the Designation of 23rd Street between 39th and 47th Avenues as a future street. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING**

**3. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02tt. of the Zoning Ordinance to Amend the St. Peter's Neighborhood Plan as Referenced in the Comprehensive Plan for the City of Kenosha: 2035. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING**

**4. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to relocate the designation of 23rd Street between 39th and 47th Avenues as a future street, pursuant to Section 62.23(6)(c), Wisconsin Statutes. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING**

## HEARING

Public hearing opened.

David Sanders, 4202 24th Street, has concerns that he will lose the back 30 feet of his property and that he just received the notice.

Ruth Bolyard, 2227 47th Avenue, asked why the future street curves instead of going straight out to 39th Avenue.

Boris Dimitrijevic, 3215 25th Avenue, asked for further explanation of the items.

Public hearing closed.

Rich Schroeder, Deputy Director, gave an overview of the items and recommended approval.

Aldersperson Gordon asked for further explanation on the Sanders question. Mr. Schroeder said the future street is split and straddled between the 2 properties for 2 reasons:

- 1) to allow both properties access when the street is improved so no parcel will be landlocked; and
- 2) to split the loss of land between the two properties and not all on one property.

Ms. Faraone asked if we could change the location of the future street. Mr. Schroeder said we could, but it could affect the future owners of the properties and they could become landlocked.

Aldersperson Michalski asked if this could be deferred to allow more time for the property owners to ask questions.

Mr. Lattimore asked when the notice was mailed out. Mr. Schroeder said last week, it is a courtesy notice only, we don't have to send out per ordinance.

Mr. Kleba asked how the property will be developed. Mr. Schroeder said there are multiple owners and no plans have been submitted yet. Mr. Kleba said he would support a deferral

Aldersperson Wicklund asked is this is being done at the request of a property owner. Mr. Schroeder said it is in response to a previously approved Land division. Staff feels this is the best option.

Mr. DeGrace asked if the lots along the future street are occupied. Mr. Schroeder said yes and those people were notified.

Ms. Faraone said this does not force them to develop the property. Mr. Schroeder said correct, it would just prohibit them from building a structures in this area. Ms. Faraone asked how many people contacted you? Mr. Schroeder said 3-4. Ms. Faraone said a deferral won't change the Staff's recommendation.

Mr. Hayden said could they develop a partial street. Mr. Schroeder said yes, but a cul de sac can't be longer than 1,000 feet.

A motion was made by Alderperson Gordon and seconded by Alderperson Wicklund to defer Items 2, 3 and 4. The motion passed. (Ayes 8, Noes 1) *Faraone voted no.*

Item 5, 6, 7, 8 and 9 were taken together for public hearing purposes. All items were read.

- 5. Conditional Use Permit for a 3,000 seat stadium to be located at 8730 22nd Avenue. (KUSD/Ameche Field) (District 9) PUBLIC HEARING**
- 6. Conditional Use Permit for a 3,000 seat stadium to be located at 3700 Washington Road. (KUSD/Bradford High School) (District 6) PUBLIC HEARING**
- 7. Request for Relief to the off-street parking requirements of Section 6.01 of the Zoning Ordinance for a new stadium to be located at 3700 Washington Road. (KUSD/Bradford High School) (District 6) PUBLIC HEARING**
- 8. Conditional Use Permit for a 1,133 s.f. press box and bleachers to be located at 2804 39th Avenue. (KUSD/Bullen Middle School) (District 10) PUBLIC HEARING**
- 9. Conditional Use Permit for a 942 s.f. press box and bleachers to be located at 8560 26th Avenue. (KUSD/Tremper High School) (District 9) PUBLIC HEARING**

Public hearing opened.

Mark Molinaro, Partners In Design Architects, 600 52nd Street, gave an overview of all of the projects.

Harold Eils, 3403 30th Street, asked for more explanation.

Joann Esser, 3623 30th Street, does not support the Bradford project.

Sheila Grissom, 3715 30th Street, said she received the notice on Monday and today received a corrected version. She has questions on parking, lighting, drainage, erosion control, time of games, when will construction start, and will there be privacy fences.

Roger Wabalickis, 3821 30th Street, has additional questions as to the transition between properties.

Pat Finnemore, 3600 52nd Street, said the development at Bradford is on the south side of the ravine. Also, all parking is on the south side of the stadium, just to the east of the current parking.

Public hearing closed.

Alderson Gordon asked if there have been any meetings on these projects. Mr. Molinaro said there have been meetings of the design committee, school board, special projects and these are all public meetings.

Alderson Michalski asked if there are any DNR restrictions on the land. Mr. Molinaro said the footprint where we are building is not in the ravine. We are within setbacks, no trees will be touched and the berm left in place. We are not tampering with the floodplain and we are doing what is permitted by the DNR.

Mr. Schroeder also noted that in the Conditions of Approval the Public Works memo states they must provide permits and show locations.

A motion was made by Alderson Gordon and seconded by Mr. Lattimore to approve Item 5, Ameche Field. The motion passed. (Ayes 8, Noes 1) Faraone voted no.

A motion was made by Alderson Gordon and seconded by Mr. Lattimore to approve Item 6, Bradford High School. The motion passed. (Ayes 8, Noes 1) Faraone voted no.

A motion was made by Alderson Gordon and seconded by Mr. Hayden to approve Item 7, Relief to the off-street parking. The motion passed. (Ayes 8, Noes 1) Faraone voted no.

A motion was made by Alderson Gordon and seconded by Mr. DeGrace to approve Item 8, Bullen Middle school. The motion passed. (Ayes 8, Noes 1) Faraone voted no.

A motion was made by Alderson Gordon and seconded by Alderson Wicklund to approve Item 9, Tremper High School. The motion passed. (Ayes 8, Noes 1) Faraone voted no.

**10. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of Parcel #80-4-222-234-0150 at 4128 24th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes and Create Ward 92. (Conforti) (District 5) PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

A motion was made by Alderson Gordon and seconded by Mr. Kleba to approve the Amendment. The motion passed. (Ayes 9, Noes 0)

**11. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of CTH G-30th Avenue Right-of-Way located South of 16th Place to 18th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (CTH G-30th Avenue ROW) (District 4) PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

A motion was made by Mr. DeGrace and seconded by Alderperson Gordon to approve the Amendment. The motion passed. (Ayes 9, Noes 0)

**12. Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of CTH K-60th Street Right-of-Way located West of 60th Avenue to the Union Pacific Railroad in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (CTH K-60th Street ROW) (District 15 & 16) PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

A motion was made by Mr. Kleba and seconded by Mr. Hayden to approve the Amendment. The motion passed. (Ayes 9, Noes 0)

**13. Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 4.06 B. 22. A. of the Zoning Ordinance Regarding Large Scale Commercial Development in the B-2, B-3 and B-4 Districts To Enable Additional Such Developments With Limitations. PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

Mayor Bosman explained that with the proposed Zoning Ordinance the City Plan Commission can approve large scale building up to 150,000 s.f., instead of the previous 100,000 s.f. if the applicant meets the other geographical requirements.

Ms. Faraone does not support the proposed Zoning Ordinance, no need for a change.

Alderperson Michalski said he would discourage the big box building in the older areas of the City.

Mr. Kleba said there are some areas that I wouldn't support the big box buildings, what is the drawback if we leave the Zoning Ordinance "as is". Jeffrey B. Labahn, Director, said a Conditional Use Permit is still required, with or without the change. The only difference would be to allow a slightly larger building footprint before they need additional approvals.

Alderperson Gordon asked if this would allow a 150,000 s.f. building to be built on the Chrysler site, when it is available. Mr. Labahn said yes.

Alderperson Wicklund asked if there was a list of the areas that fell into this zoning and where are these locations. Mr. Labahn said no, not at this time. Some are larger sites that might be divided into numerous smaller sites.

Mr. Lattimore asked how big is the Chrysler site? Mr. Labahn said roughly 100 acres, over 1 million square feet and zoned Industrial.

Mr. Hayden said he supports the Amendment.

Alderson Michalski said there are only a few parcels affected, is the Zoning Ordinance Amendment necessary? Mr. Schroeder said even if the applicant requests to build a 120,000 s.f. building, it would be easier.

Mr. Lattimore said you want to facilitate growth East of Green Bay Road by the space exceeding 150,000 s.f.? Mayor Bosman said it would make it easier and more appealing for some projects.

A motion was made by Mr. Hayden and seconded by Alderson Gordon to approve the Amendment. On roll call vote, the motion passed. (Ayes 5, Noes 4) *Michalski, Faraone, Kleba and Lattimore voted no.*

**14. First Amendment to the Development Agreement between the City of Kenosha and Keno Wells, LLC and 5th Avenue Lofts, LLC. (District 2)  
PUBLIC HEARING**

Public hearing opened, no comments, public hearing closed.

A motion was made by Mr. DeGrace and seconded by Alderson Wicklund to approve the Amendment. The motion passed. (Ayes 9, Noes 0)

**Public Comments**

No public comments.

**Commissioner Comments**

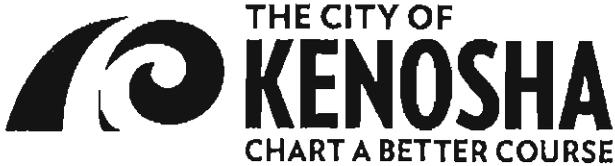
No Commissioner comments.

**Staff Comments**

No Staff comments.

A motion to adjourn was made by Ms. Faraone and seconded by Mr. Kleba. The motion passed. (Ayes 9, Noes 0) The meeting adjourned at 6:35 p.m.

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



CITY PLAN COMMISSION  
Staff Report - Item 1

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

City Plan Commission Resolution - To Amend the *St. Peter's Neighborhood Plan* as referenced in *A Comprehensive Plan for the City of Kenosha: 2035*, to relocate the Designation of 23rd Street between 39th and 47th Avenues as a future street and to Amend the Wetland boundaries for the *St. Peter's Neighborhood*. (*St. Peter's Neighborhood Plan*) (District 5) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson LaMacchia, District 5, has been notified. This City Plan Commission Resolution recommends the Common Council approve the Amendment through a Zoning Ordinance Amendment.

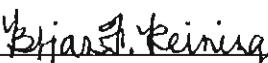
**LOCATION AND ANALYSIS:**

**Site:** St. Peter's Neighborhood

1. Wisconsin Statutes require the City Plan Commission to adopt a City Plan Commission Resolution to recommend that the Common Council adopt amendments to the Comprehensive Plan. The City Plan Commission will need six (6) affirmative votes from the Commission to pass.
2. The attached Resolution satisfies this requirement and will be attached to the Zoning Ordinance to create Subsection 18.02tt. to amend the *St. Peter's Neighborhood Plan* as referenced in *A Comprehensive Plan for the City of Kenosha: 2035*.
3. If the Commission supports this Amendment, a separate Resolution is required to amend the City's Official Map.
4. The Resolution eliminates part of the future 22nd Street, East of 47th Avenue, and designates 23rd Street as a future street on the Official Map. Details on the changes are noted in Staff Report #3 of this agenda.
5. The Resolution also amends the wetland boundaries for the *St. Peter's Neighborhood* as reflected in the most current available information from the Wisconsin Department of Natural Resources.
6. This item was deferred at the last meeting to allow residents additional time to meet with Staff on any questions they may have.

**RECOMMENDATION:**

A recommendation is made to approve the City Plan Commission Resolution amending the Comprehensive Plan.

  
\_\_\_\_\_  
Brian Reining, Planner

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

CITY PLAN COMMISSION RESOLUTION #\_\_\_ - 15

By: City Plan Commission

To Amend the *St. Peter's Neighborhood Plan* as referenced in *A Comprehensive Plan for the City of Kenosha: 2035*, to relocate the Designation of 23rd Street between 39th and 47th Avenues as a future street and to Amend the Wetland Boundaries for the St. Peter's Neighborhood

**WHEREAS**, the City of Kenosha, pursuant to Section 62.23 of the Wisconsin Statutes, has established the City Plan Commission; and

**WHEREAS**, the Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010, following extensive public participation; and

**WHEREAS**, a property owner has submitted a request to relocate the designation of 23rd Street between 39th to 47th Avenue, as mapped on the attached Map # FS1-15 and on Map IX-6 of the Adopted Land Use Plan for the City of Kenosha Planning Area: 2035, adopted by the Common Council as part of the Comprehensive Plan; and

**WHEREAS**, the adopted *St. Peter's Neighborhood Plan* includes amendments to the wetland boundaries as reflected in the most current available information from the Wisconsin Department of Natural Resources; and

**WHEREAS**, the City Plan Commission finds that the Comprehensive Plan, with the proposed amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed amendment, is internally consistent; and

**WHEREAS**, the City has duly noticed and will hold a public hearing on the proposed amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

**NOW, THEREFORE BE IT RESOLVED** that pursuant to Section 66.1001(4)(b), the City Plan Commission for the City of Kenosha, Wisconsin, hereby approves the amendment to *A Comprehensive Plan for the City of Kenosha: 2035* as shown on the attached Map #FS1-15 and Map IX-6.

**BE IT FURTHER RESOLVED**, that the City Plan Commission, for the City of Kenosha, Wisconsin, does hereby recommend that the Common Council enact a Zoning Ordinance adopting the Comprehensive Plan Amendment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

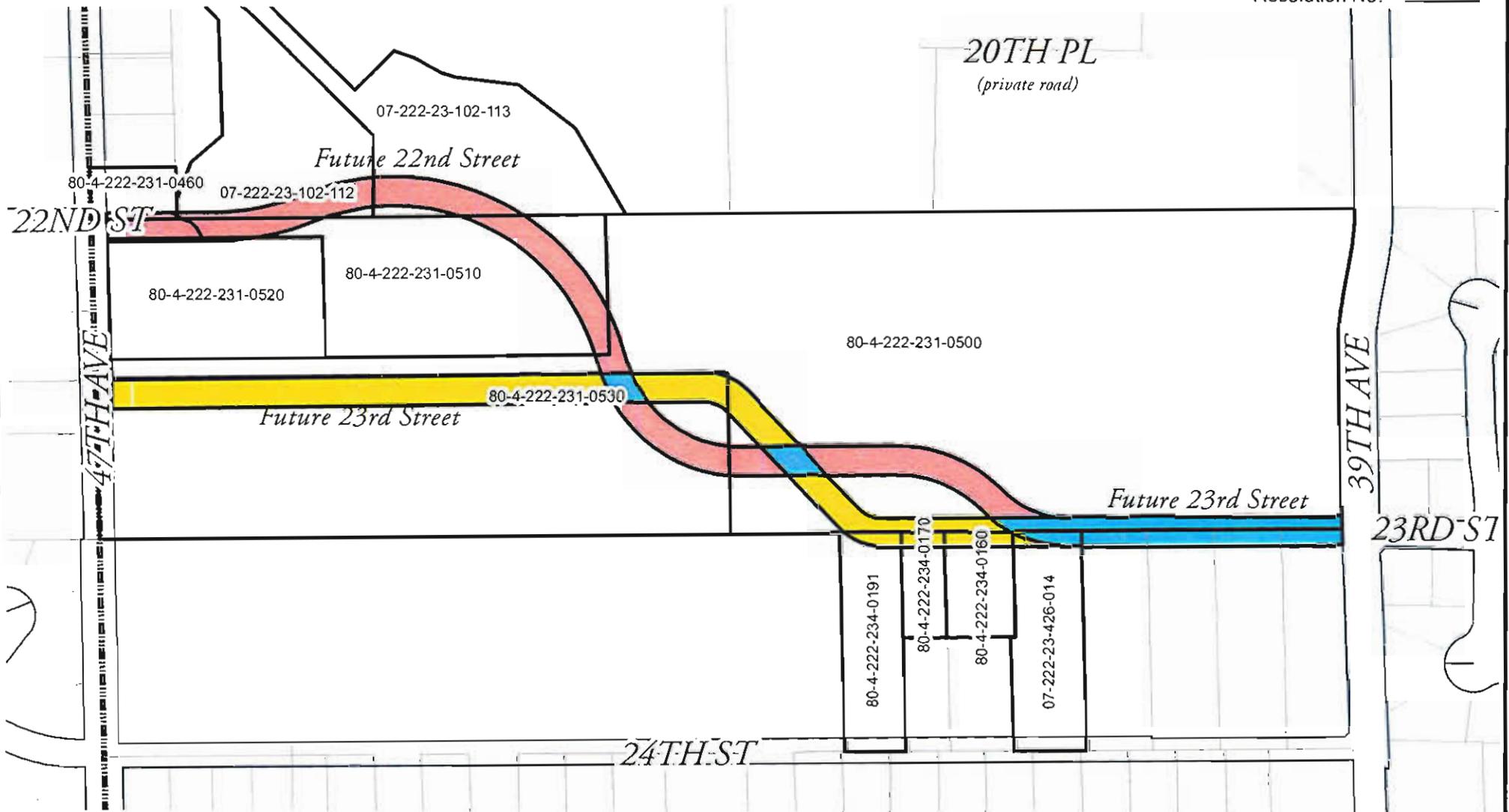
APPROVE:

\_\_\_\_\_  
Mayor Keith Bosman, Chairman of City Plan Commission

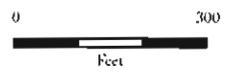
City of Kenosha  
 Official Map Amendment  
 St. Peter's Neighborhood Plan

Supplement No. FS1-15

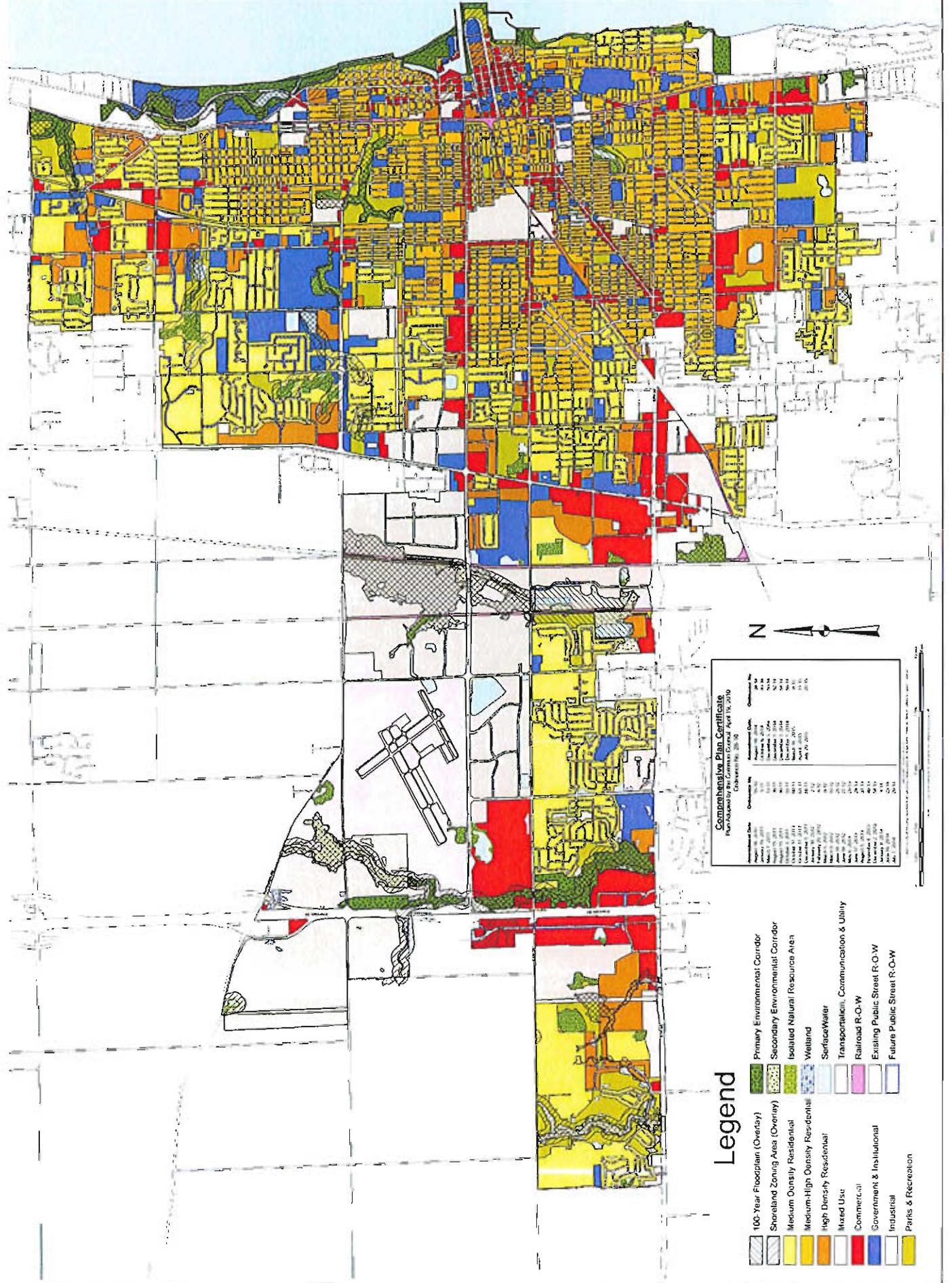
Resolution No. \_\_\_\_\_



-  Existing Future Street to Remain (60' ROW)
-  Existing Future Street to be Removed (60' ROW)
-  Future Street to be Added (60' ROW)
-  St. Peter's Neighborhood Boundary



# Map IX-6 Adopted Land Use Plan for the City of Kenosha Planning Area: 2035



**Comprehensive Plan Certificate**  
Revised by City Council on April 19, 2010

Amendment No.	Effective Date	Amendment No.	Effective Date
1	1/1/01	11	1/1/01
2	1/1/01	12	1/1/01
3	1/1/01	13	1/1/01
4	1/1/01	14	1/1/01
5	1/1/01	15	1/1/01
6	1/1/01	16	1/1/01
7	1/1/01	17	1/1/01
8	1/1/01	18	1/1/01
9	1/1/01	19	1/1/01
10	1/1/01	20	1/1/01

- Legend**
- 100-Year Floodplain (Overlay)
  - Shoreland Zoning Area (Overlay)
  - Medium Density Residential
  - High Density Residential
  - Mixed Use
  - Commercial
  - Government & Institutional
  - Industrial
  - Parks & Recreation
  - Primary Environmental Corridor
  - Secondary Environmental Corridor
  - Isolated Natural Resource Area
  - Wetland
  - Surface Water
  - Transportation, Communication & Utility
  - Railroad R.O.W
  - Existing Public Street R.O.W
  - Future Public Street R.O.W

# St. Peter's Neighborhood Plan

## Amendments to the Adopted Plan

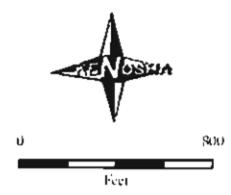


### Proposed Land Use Changes to the St. Peter's Neighborhood Land Use Plan

- From Detached Single Family Residential (10,000 sq ft lots) to Wetlands
- From Detached Single Family Residential (17,000 sq ft lots) to Wetlands
- From Shorelands to Woodlands
- From Parks/Open Space to Wetlands
- From Shorelands to Wetlands
- From Wetlands to Shorelands
- From Wetlands to Woodlands
- From Woodlands to Wetlands

### Proposed Changes to the Future Streets

- Existing Future Street to Remain
  - Future Street to be Removed
  - Future Street to be Added
- St. Peter's Neighborhood Boundary





CITY PLAN COMMISSION  
Staff Report - Item 2

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02tt. of the Zoning Ordinance to Amend the *St. Peter's Neighborhood Plan* as Referenced in the *Comprehensive Plan for the City of Kenosha: 2035*. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson LaMacchia, District 5, has been notified. The Common Council is the final review authority.

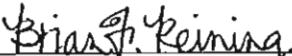
**LOCATION AND ANALYSIS:**

**Site:** St. Peter's Neighborhood

1. The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
2. Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
3. Changes being made include modifications to:
  - a. The wetlands boundaries based on the Wisconsin Department of Natural Resources wetland inventory map.
  - b. The future 22nd Street and the future 23rd Street.
4. This item was deferred at the last meeting to allow residents additional time to meet with Staff on any questions they may have.
5. Approval of this Ordinance amends the *St. Peter's Neighborhood Plan* as referenced in the Comprehensive Plan.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.

  
\_\_\_\_\_  
Brian Reining, Planner

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

CITY PLAN COMMISSION RESOLUTION #\_\_\_ - 15

By: City Plan Commission

To Amend the *St. Peter's Neighborhood Plan* as referenced in *A Comprehensive Plan for the City of Kenosha: 2035*, to relocate the Designation of 23rd Street between 39th and 47th Avenues as a future street and to Amend the Wetland Boundaries for the St. Peter's Neighborhood

**WHEREAS**, the City of Kenosha, pursuant to Section 62.23 of the Wisconsin Statutes, has established the City Plan Commission; and

**WHEREAS**, the Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010, following extensive public participation; and

**WHEREAS**, a property owner has submitted a request to relocate the designation of 23rd Street between 39th to 47th Avenue, as mapped on the attached Map # FS1-15 and on Map IX-6 of the Adopted Land Use Plan for the City of Kenosha Planning Area: 2035, adopted by the Common Council as part of the Comprehensive Plan; and

**WHEREAS**, the adopted *St. Peter's Neighborhood Plan* includes amendments to the wetland boundaries as reflected in the most current available information from the Wisconsin Department of Natural Resources; and

**WHEREAS**, the City Plan Commission finds that the Comprehensive Plan, with the proposed amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed amendment, is internally consistent; and

**WHEREAS**, the City has duly noticed and will hold a public hearing on the proposed amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

**NOW, THEREFORE BE IT RESOLVED** that pursuant to Section 66.1001(4)(b), the City Plan Commission for the City of Kenosha, Wisconsin, hereby approves the amendment to *A Comprehensive Plan for the City of Kenosha: 2035* as shown on the attached Map #FS1-15 and Map IX-6.

**BE IT FURTHER RESOLVED**, that the City Plan Commission, for the City of Kenosha, Wisconsin, does hereby recommend that the Common Council enact a Zoning Ordinance adopting the Comprehensive Plan Amendment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

\_\_\_\_\_  
Mayor Keith Bosman, Chairman of City Plan Commission

ORDINANCE NO. \_\_\_\_\_

**SPONSOR: CITY PLAN COMMISSION**

**TO CREATE SUBSECTION 18.02 tt. OF THE ZONING  
ORDINANCE TO AMEND THE ST. PETER'S NEIGHBORHOOD  
PLAN AS REFERENCED IN THE COMPREHENSIVE PLAN FOR  
THE CITY OF KENOSHA: 2035**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** Subsection 18.02 tt. of the Zoning Ordinance for the City  
of Kenosha, Wisconsin, is hereby created as follows:

**18.02** The comprehensive plan adopted in subsection 18.01 is amended by the following:

**tt.** By City Plan Commission Resolution No. \_\_\_\_ on file with the Department of  
Community Development and Inspections.

**Section Two:** This Ordinance shall become effective upon passage and  
publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

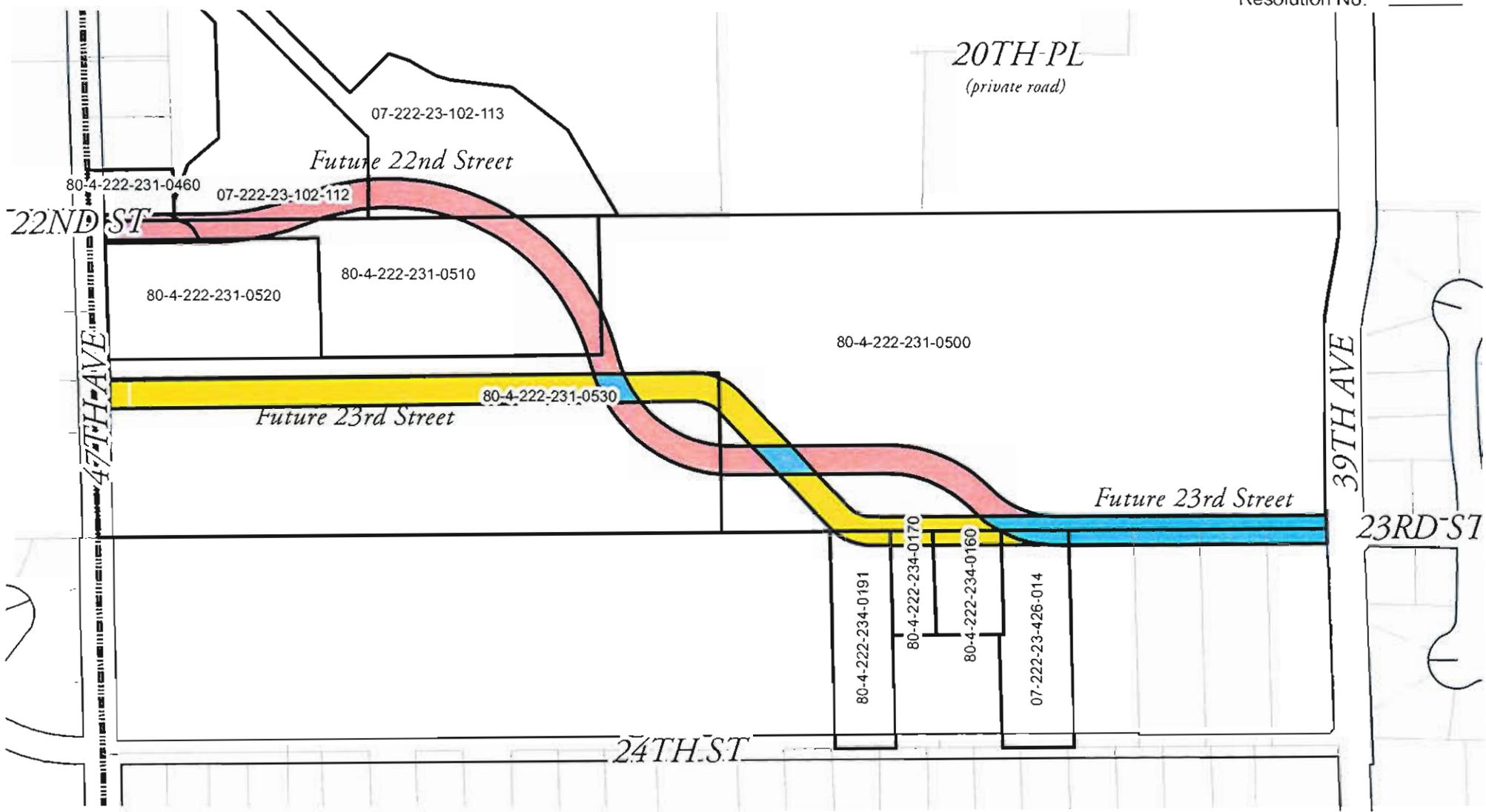
Passed:

Published:

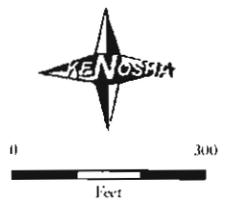
Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

City of Kenosha  
 Official Map Amendment  
 St. Peter's Neighborhood Plan

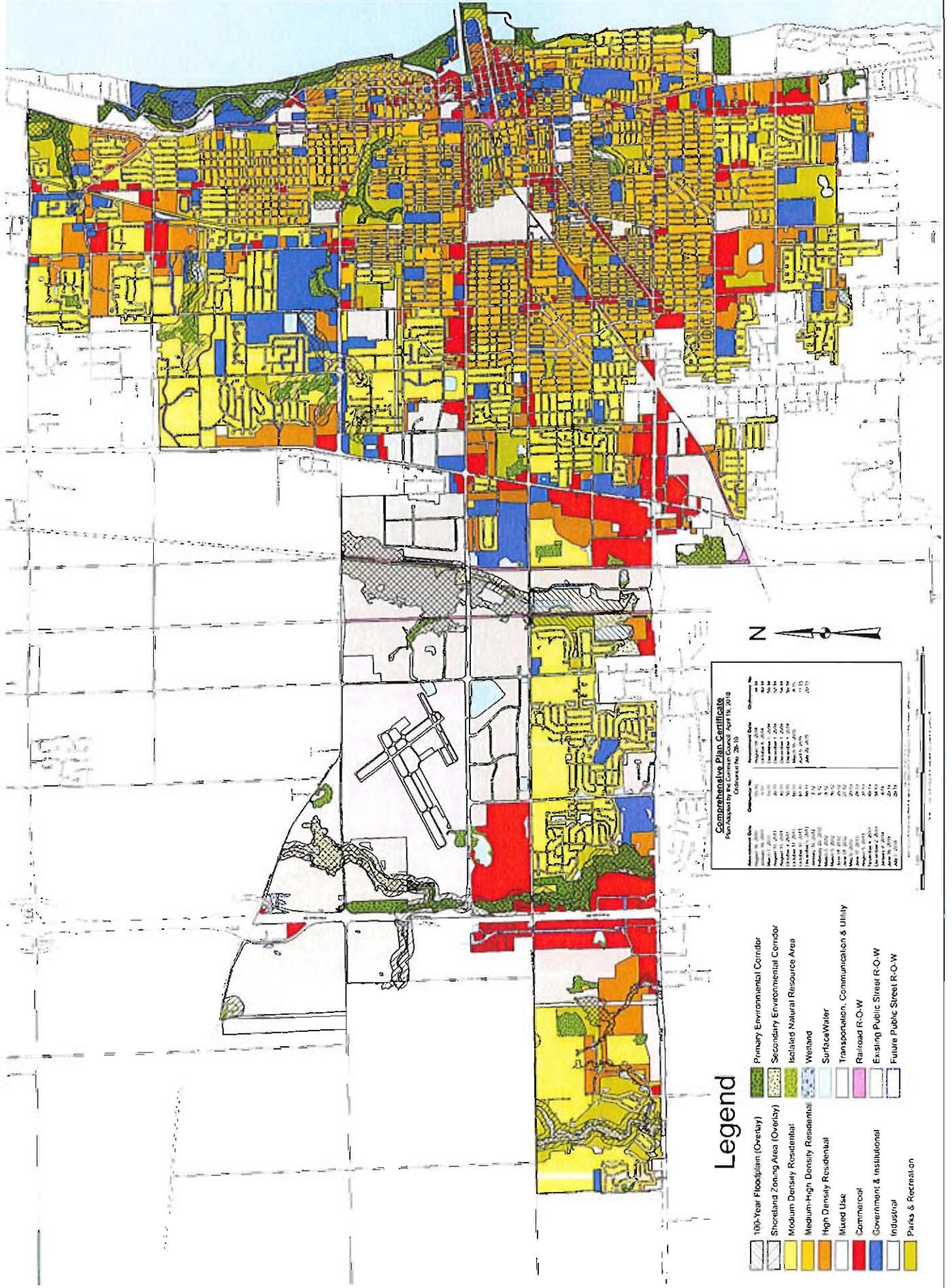
Supplement No. FS1-15  
 Resolution No. \_\_\_\_\_



-  Existing Future Street to Remain (60' ROW)
-  Existing Future Street to be Removed (60' ROW)
-  Future Street to be Added (60' ROW)
-  St. Peter's Neighborhood Boundary



# Map IX-6 Adopted Land Use Plan for the City of Kenosha Planning Area: 2035



# St. Peter's Neighborhood Plan

## Amendments to the Adopted Plan

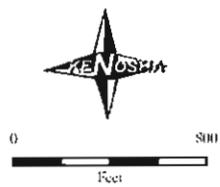


### Proposed Land Use Changes to the St. Peter's Neighborhood Land Use Plan

- From Detached Single Family Residential (10,000 sq ft lots) to Wetlands
- From Detached Single Family Residential (17,000 sq ft lots) to Wetlands
- From Shorelands to Woodlands
- From Parks/Open Space to Wetlands
- From Shorelands to Wetlands
- From Wetlands to Shorelands
- From Wetlands to Woodlands
- From Woodlands to Wetlands

### Proposed Changes to the Future Streets

- Existing Future Street to Remain
  - Future Street to be Removed
  - Future Street to be Added
- St. Peter's Neighborhood Boundary





CITY PLAN COMMISSION  
Staff Report - Item 3

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, to relocate the designation of 23rd Street between 39th and 47th Avenues as a future street, pursuant to Section 62.23(6)(c), Wisconsin Statutes. (St. Peter's Neighborhood Plan) (District 5) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson LaMacchia, District 5, has been notified. This item will also be reviewed by Public Works Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** St. Peter's Neighborhood

1. Currently, 23rd Street is neither dedicated nor constructed. A subdivision of vacant property was previously approved that now requires amending a portion of the designation of 23rd Street between 39th and 47th Avenues.
2. With the proposed Amendment, 23rd Street will remain as a future street. Amending the location of 23rd Street is encouraged to promote the effective and efficient development of the area between 39th and 47th Avenues.
3. The future street designation has been on the Official Map for the City of Kenosha for over 20 years. The City can either remove the entire street, retain the designation, or only remove a portion of the future street from the Official Map.
4. The vacant property that was previously subdivided cannot be developed with the existing designation of the future street on the Official Map. If the future street remains, the City must acquire the affected land for the future street from the previously approved subdivided property between 39th and 47th Avenues.
5. The attached Resolution will amend a portion of the future street from the Official Map.
6. This item was deferred at the last meeting to allow residents additional time to meet with Staff on any questions they may have.
7. One owner contacted Staff regarding the location of the future 23rd Street because he would like the street moved further to the North. This person owns three parcels (#80-4-222-234-0191, -0170 and -0160) Staff has evaluated options and feels the recommended location is best for the future development of his three parcels of land.

**RECOMMENDATION:**

A recommendation is made to approve the Resolution amending the Official Map.

  
Brian Reining, Planner  
/u2/acct/ep/ckays/1CPC/2015/DEC10/3Staff-resol-offmap-StP.doc

  
Jeffrey B. Labahn, Director

RESOLUTION NO. \_\_\_\_-15

BY: THE MAYOR

**TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO RELOCATE THE DESIGNATION OF 23RD STREET BETWEEN 39TH AND 47TH AVENUES AS A FUTURE STREET, PURSUANT TO SECTION 62.23(6)(c), WISCONSIN STATUTES**

**WHEREAS**, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an official City map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

**WHEREAS**, the City of Kenosha, Wisconsin, previously adopted future streets on its Official map in order to ensure proper development and access within the neighborhood lying within the Northeast and Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha in Kenosha County, Wisconsin, generally described as 23rd Street between 39th and 47th Avenues.

**WHEREAS**, the proposed future street designated as 23rd Street between 39th and 47th Avenue is required to be relocated to adequately serve the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by relocating 23rd Street between 39th and 47th Avenues as a future street as depicted on attached Supplement No. FS1-15.

**BE IT FURTHER RESOLVED**, that this resolution shall not be effective until an ordinance amending the Comprehensive Plan consistent herewith is effective.

Adopted this \_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_ City Clerk

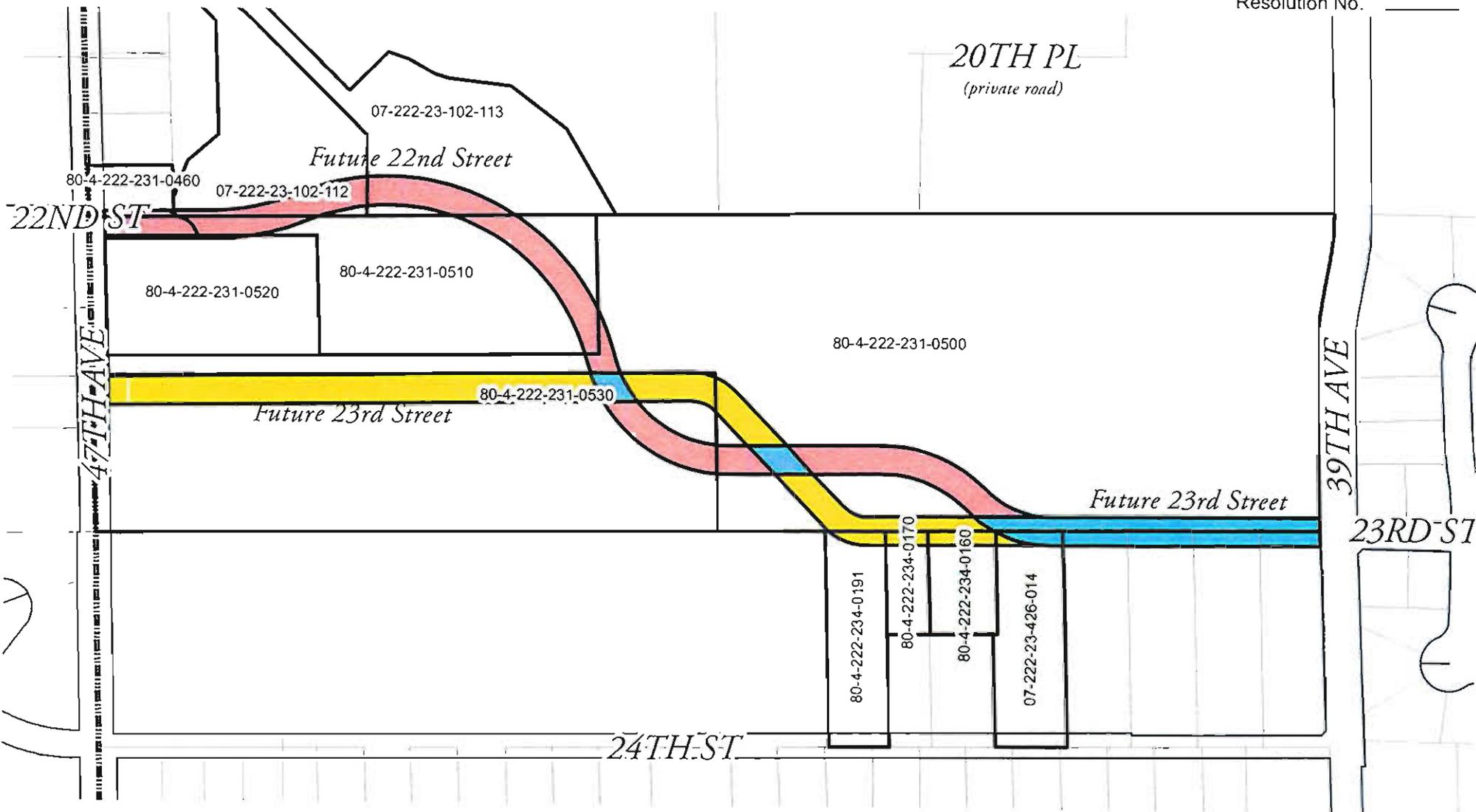
APPROVED: \_\_\_\_\_ Mayor

Date:

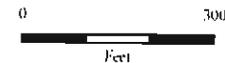
City of Kenosha  
 Official Map Amendment  
 St. Peter's Neighborhood Plan

Supplement No. FS1-15

Resolution No. \_\_\_\_\_



-  Existing Future Street to Remain (60' ROW)
-  Existing Future Street to be Removed (60' ROW)
-  Future Street to be Added (60' ROW)
-  St. Peter's Neighborhood Boundary





CITY PLAN COMMISSION  
Staff Report - Item 4

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor - To Rezone property located at 11597 38th Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance with Section 10.02 of the Zoning Ordinance. (Chicagoland DC 2014, LLC) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

**Vicinity Zoning/Land Use**

**Site:** 11597 38th Street  
**North:** Town of Somers, M-2 Heavy Manufacturing District/Single-Family, Amazon  
**South:** Town of Somers/Kenosha Airport  
**East:** FW Floodway, Town of Somers/Single-Family, Vacant, Wetlands, Environmental  
**West:** C-2 Lowland Conservancy/Wetlands, Environmental

1. The owner of the property is requesting to rezone the property from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District. The purpose of the rezoning is to permit the construction of industrial/warehouse facilities. A Concept Plan for a 398,120 s.f. building and potential 98,280 s.f. second building has been submitted with the Rezoning Petition.
2. Rezoning of the property to M-2 Heavy Manufacturing District is consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035*, which designates this site as *Industrial*.
3. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards. Any new building must obtain either a Conditional Use Permit or Site Plan Review Approval, depending on the proposed use.

**RECOMMENDATION:**

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance

  
PaPhouala Vang, Land Use Planner

  
Jeffrey B. Labahn, Director

REZONING ORDINANCE NO. \_\_\_\_\_

BY: THE MAYOR

To Rezone Property Located at 11597 38<sup>th</sup> Street from A-2 Agricultural Land Holding District to M-2 Heavy Manufacturing District in Conformance With Section 10.02 of the Zoning Ordinance. (Chicagoland DC 2014, LLC) (District #16)

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** That the land shown on the attached Supplement Map No. Z10-15 be, and the same hereby is, zoned and districted as indicated on said map.

**Section Two:** The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 10<sup>th</sup> day of December, 2015, and is on file with the Department of Community Development and Inspections as required in Section 10.02 A. of the Zoning Ordinance.

**Section Three:** This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

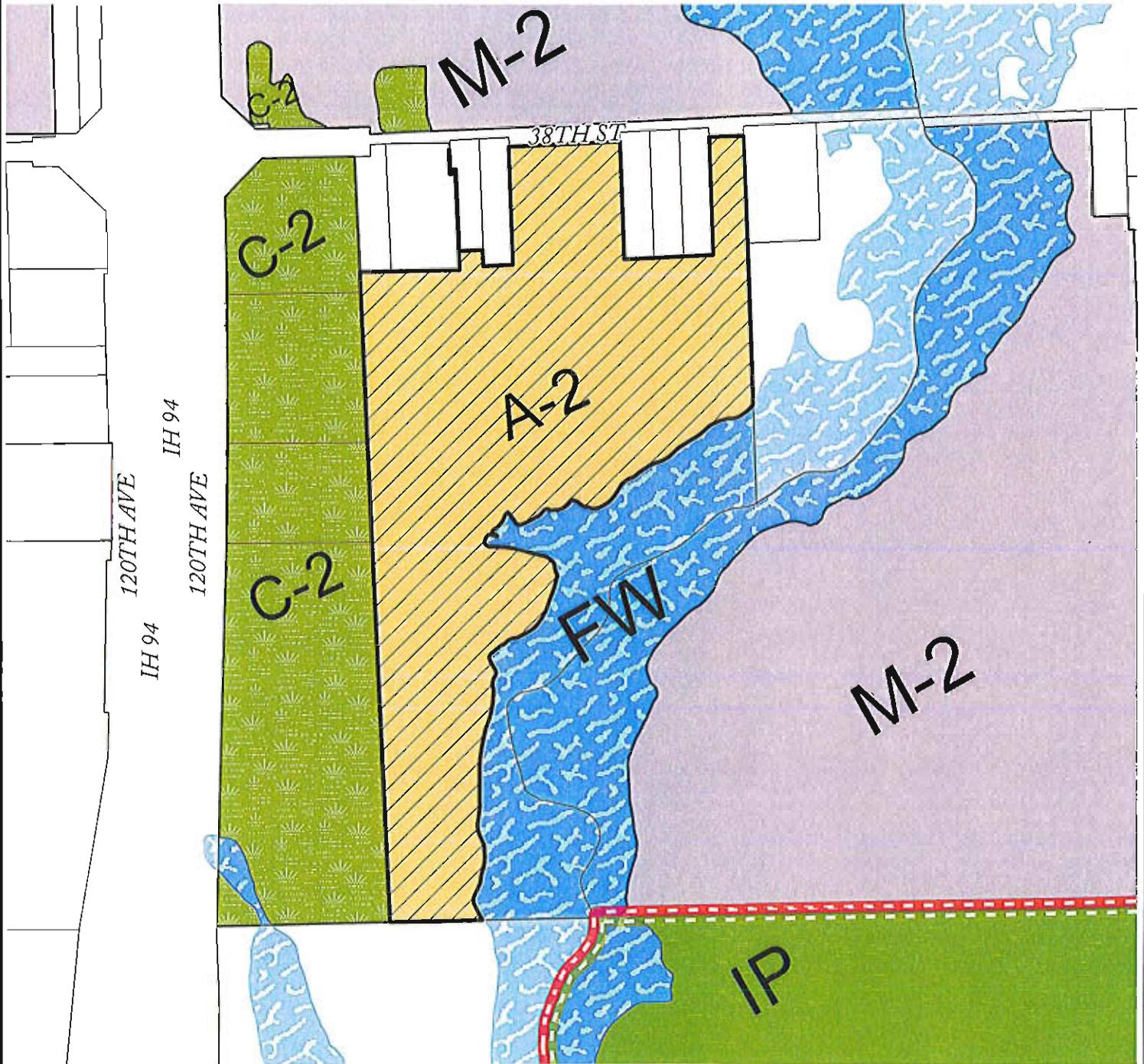
Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# City of Kenosha

District Map  
Rezoning

Supplement No. Z10-15  
Ordinance No. \_\_\_\_\_

Chicagoland DC 2014, LLC petition



**Property Requested to be Rezoned from:**

 A-2 Agricultural Land Holding to M-2 Heavy Manufacturing



0 500

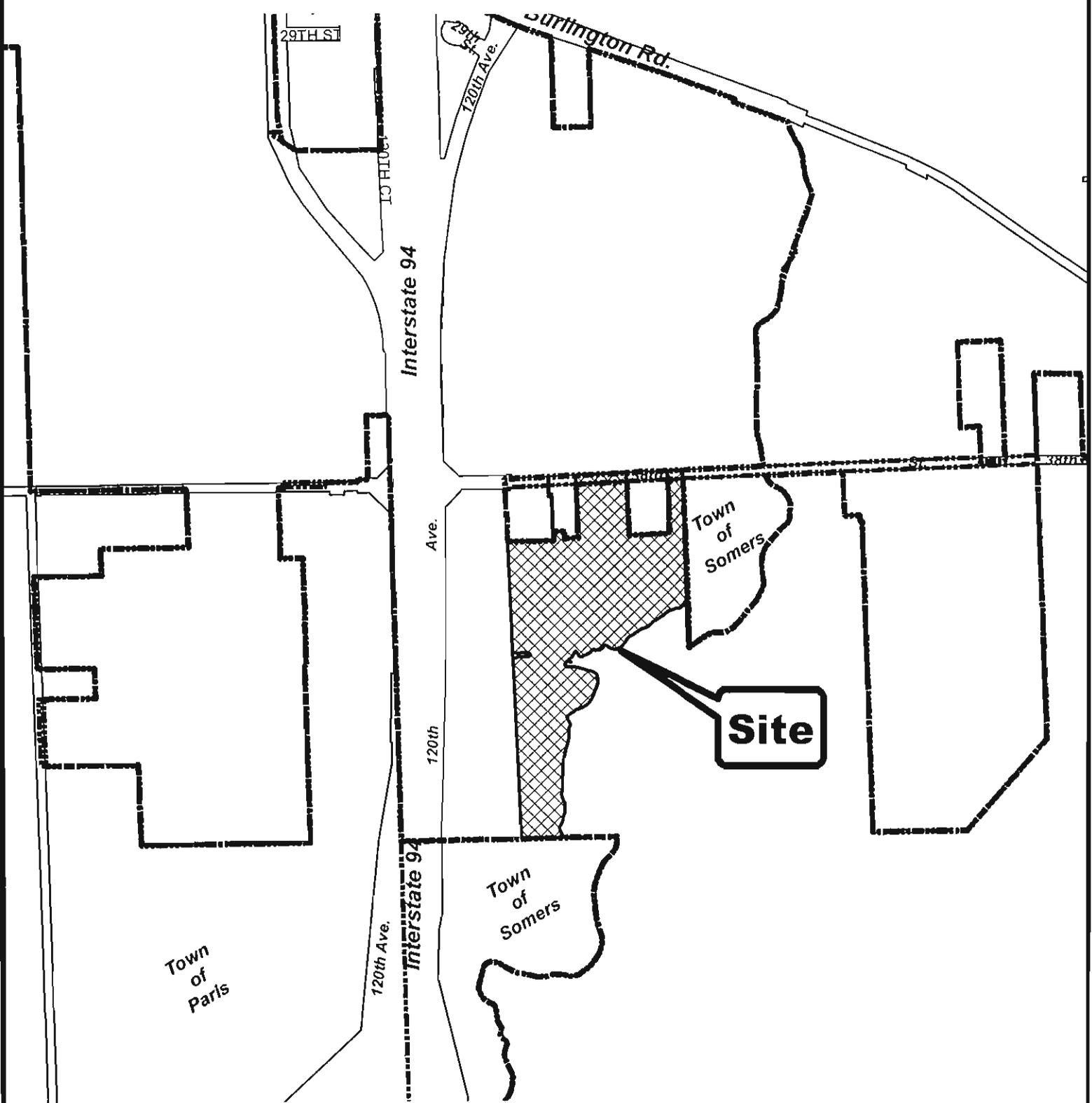


Feet

# City of Kenosha

Vicinity Map

Chicagoland DC 2014, LLC rezoning



Property requested to be rezoned



# City of Kenosha

Land Use Map  
Chicagoland DC 2014, LLC Rezoning



 Property Requested to be Rezoned



0 500



Feet

*Chicagoland DC 2014, LLC  
1300 Gezon Pkwy  
Wyoming MI 49509  
616-717-7063*

November 25, 2015

The Honorable Mayor and Members of the Common Council  
City of Kenosha, Wisconsin

Dear Mayor and Members of the Common Council:

I am the President of Chicagoland DC 2014, LLC, which owns vacant land located at the southeast corner of 120<sup>th</sup> Avenue and 38<sup>th</sup> Street, PIN 08-222-30-30I-002 (the "Property").

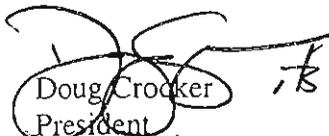
The Property is under contract to be sold to Conor Commercial Real Estate LLC or its permitted assignee (collectively, "Conor") which plans to develop the property for industrial/warehouse facility/ies.

We therefore request that the Property be rezoned from A-1 to M-2. The purpose of the rezoning is to permit the development and construction of industrial/warehouse facility/ies by Conor.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt for the rezoning fee. We understand that development of the Property is required to be consistent with the conceptual development plans submitted with our rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Bill Casey at the above address. Bill can be reached at (616) 717-7063 if there are any questions regarding our request for the rezoning.

Sincerely,

  
Doug Crocker  
President

Chicagoland DC 2014, LLC



A MEMBER OF THE MCSHANE COMPANIES

November 10, 2015

The Honorable Mayor and Members of the Common Council  
Kenosha, WI

Re: Land use and Operational Plan

Dear Members of the Common Council:

The proposed land use and operational plan for the I-94 Center for Logistics is the speculative development of a 398,120 SF warehouse/distribution or light industrial facility. We believe that this facility will garner large interest from business that want to locate in this area, much like its neighbors.

Future use of the southern portion of the site may include a second building, which at this point we envision being a maximum size of 98,280. This will likely be a build-to-suit development, rather than a speculative facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Molly McShane", is written over the word "Sincerely,".

Molly McShane

**SECTION 9  
REZONING**

<b>Additional Information Required:</b>	<p>Current Zoning District: <u>A-1</u></p> <p>Proposed Zoning District: <u>M-2</u></p> <p>Proposed Type of Rezoning: (Check all applicable)</p> <p><input type="checkbox"/> Single-family Residential</p> <p><input type="checkbox"/> Two-family Residential</p> <p><input type="checkbox"/> Multi-family Residential (3 or more units)</p> <p><input checked="" type="checkbox"/> Institutional, Commercial or Industrial</p>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>&gt; Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition.</li> <li>&gt; Building and Site Development Plans as indicated below.</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>&gt; Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u></li> <li>&gt; Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans)</li> </ul> <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact Community Development and Inspections – Planning Division to verify the total fee before submitting the rezoning application.</i></p>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>&gt; N/A</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>&gt; 60-75 days (Reviewed by City Plan Commission and Common Council)</li> </ul>

A rezoning request can be initiated by:

- > The City Plan Commission
- > The Common Council
- > A petition of 50 percent or more of the owners of property within the area proposed to be rezoned

**SAMPLE REZONING PETITION**

The Honorable Mayor  
and Members of the Common Council  
Kenosha, WI

Dear Members of the Common Council:

It is requested that my property located at *(address or parcel number)* be rezoned from: *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner



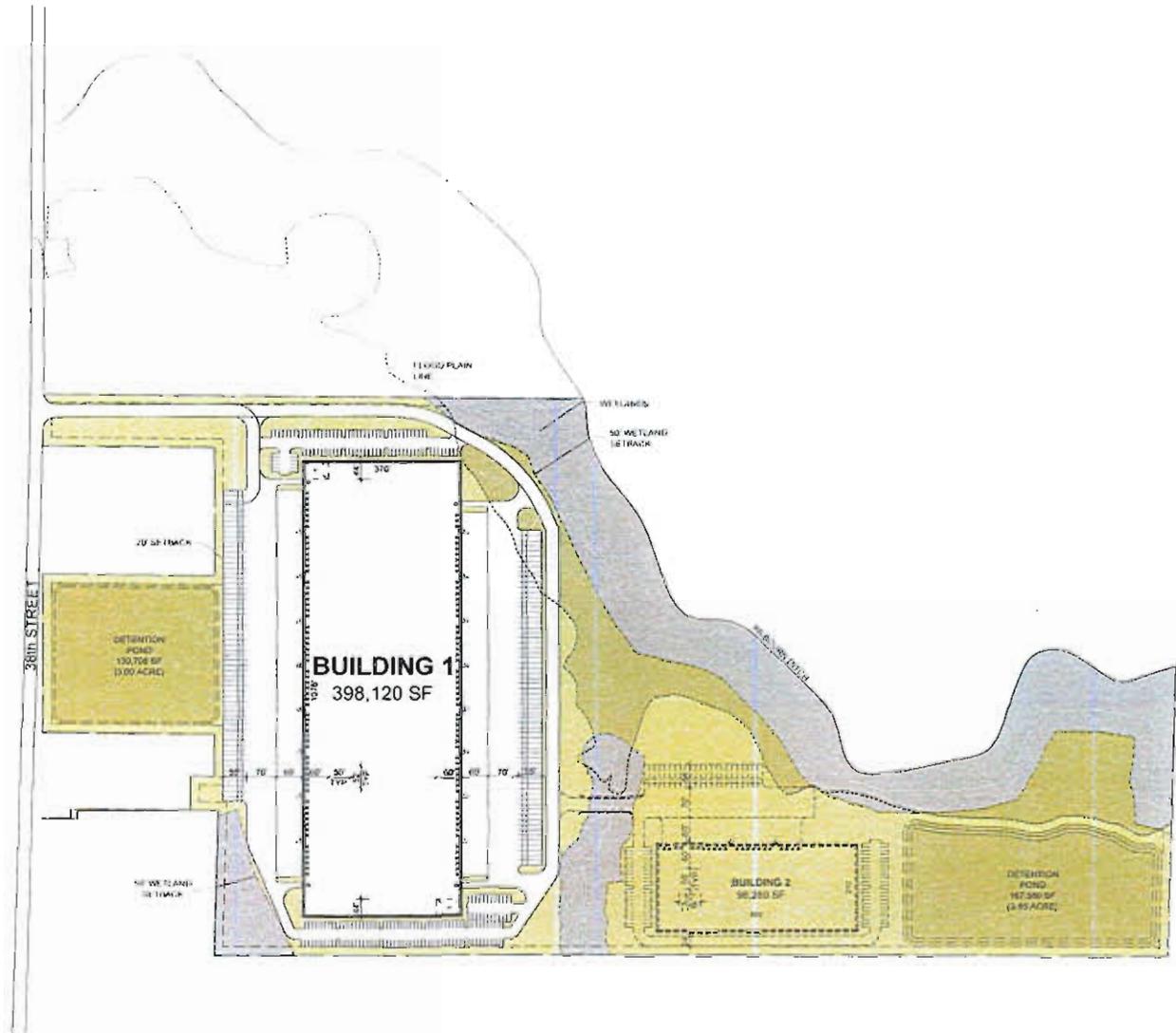
1-94 Logistics Center

11.11.15

LEONARD BLANKENHORN  
11.05.2015

WARE, MALCOMB

architecture | planning | interiors  
graphics | cost estimation



**PROJECT DATA**

**SITE AREA:**  
 GROSS: 52.24 AC (2,275,392 SF)  
 NET: 40.42 AC (1,760,695 SF)  
 (LESS SLOPES, DETENTION, WETLANDS)  
 DETENTION @ 13.1% (GROSS)

**BUILDING AREA:** 496,400 SF  
**COVERAGE:** 0.28 (NET)

**PHASE 1, BUILDING 1**  
 BUILDING AREA: 398,120 SF  
 AUTO PARKING: 202 STALLS  
 TRAILER PARKING: 127 STALLS

**PHASE 2, BUILDING 2 (FUTURE DEVELOPMENT)**  
 BUILDING AREA: 98,280 SF  
 AUTO PARKING: 82 STALLS  
 TRAILER PARKING: 23 STALLS

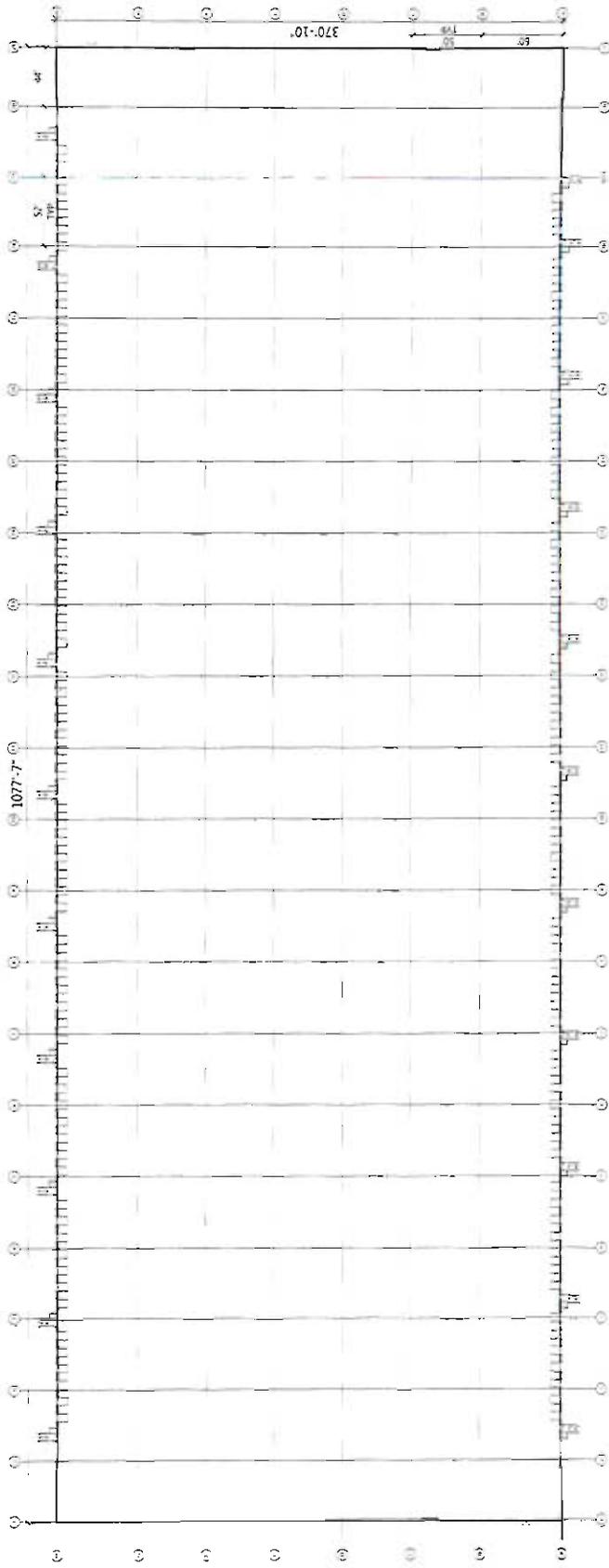
**SITE LEGEND**

- ◀ DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR



Site plan by [unreadable]  
 4/14/2014

WARD MALCOMB

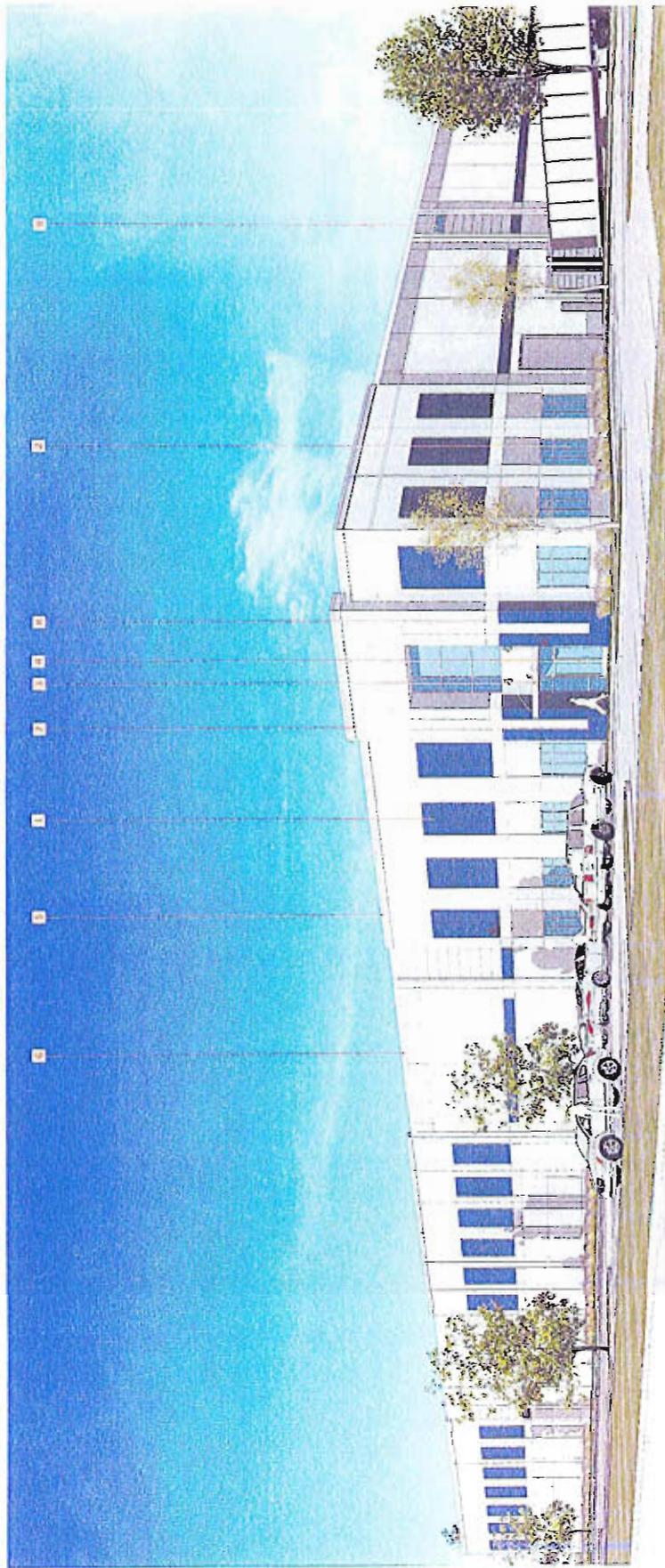


0 Base Plan

CONOR COMMERCIAL

WAREHOUSE





**KEY NOTES**

- 1. FINISHED FLOOR TO FINISHED FLOOR HEIGHTS
- 2. GLASS ANCHORS TO ALUMINUM
- 3. STAINLESS STEEL SYSTEM
- 4. METAL ENERGY CANOPY
- 5. CLEAR ANCHORS TO ALUMINUM AND STEEL
- 6. STEEL ENERGY FINISH
- 7. EXPOSED FACE METAL FINISHES (COP, FLAKING, SHOWN IN LIGHT)
- 8. 1" FINISHED LANTERN METAL FINISHES (COP FLAKING, SHOWN IN WHITE)
- 9. 1" METAL ANCHORS TO ALUMINUM AND STEEL
- 10. FINISHING CURTAIN WALL
- 11. METAL ANCHORS TO ALUMINUM AND STEEL
- 12. METAL ANCHORS TO ALUMINUM AND STEEL
- 13. METAL ANCHORS TO ALUMINUM AND STEEL
- 14. METAL ANCHORS TO ALUMINUM AND STEEL
- 15. METAL ANCHORS TO ALUMINUM AND STEEL
- 16. METAL ANCHORS TO ALUMINUM AND STEEL
- 17. METAL ANCHORS TO ALUMINUM AND STEEL
- 18. METAL ANCHORS TO ALUMINUM AND STEEL
- 19. METAL ANCHORS TO ALUMINUM AND STEEL
- 20. METAL ANCHORS TO ALUMINUM AND STEEL



Conor Commercial  
 10000 W. 10th Street  
 Suite 1000  
 Overland Park, KS 66211  
 913.241.1000

WARE MALCOLM





CITY PLAN COMMISSION  
Staff Report - Item 5

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor - To Rezone property at 9407 38th Street from *A-2 Agricultural Land Holding District* to *IP Institutional Park District* in conformance with Section 10.02 of the Zoning Ordinance. (Harpe) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

Vicinity Zoning/Land Use

**Site:** 9407 38th Street

**North:** Town of Somers/Agricultural

**South:** IP Institutional Park District/Kenosha Airport

**East:** Town of Somers, IP Institutional Park District/Tavern, Kenosha Airport

**West:** IP Institutional Park District/Kenosha Airport

1. The owner of the property is requesting to rezone the property from *A-2 Agricultural Land Holding District* to *IP Institutional Park District*. The purpose of the rezoning is to permit the Land Division into two (2) parcels, one (1) parcel will be acquired by the City of Kenosha and the other to be retained for personal use.
2. The property is currently in the Town of Somers. An Attachment Petition has been filed and must be approved by the Common Council in conjunction with the Rezoning. The owner has existing buildings on the property which will remain.
3. Rezoning of the property to *IP Institutional Park District* is consistent with the adopted Comprehensive Plan for the City of Kenosha: 2035. which designates this site as *Transportation, Communication & Utility*.
4. The final development will be required to be in compliance with the applicable City and State Ordinances, Codes and development standards. Any new business in the building must obtain an Occupancy Permit and possibly a Conditional Use Permit, depending on the proposed use.

**RECOMMENDATION:**

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance

  
PaPhouala Vang, Land Use Planner

  
Jeffrey B. Labahn, Director

REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**To Rezone Property at 9407 38<sup>th</sup> Street from A-2 Agriculture Land Holding District to IP Institutional Park District in Conformance with Section 10.02 of the Zoning Ordinance. (Harpe) (District #16)**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** That the land shown on the attached Supplement Map No. Z11-15 be, and the same hereby is, zoned and districted as indicated on said map.

**Section Two:** This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

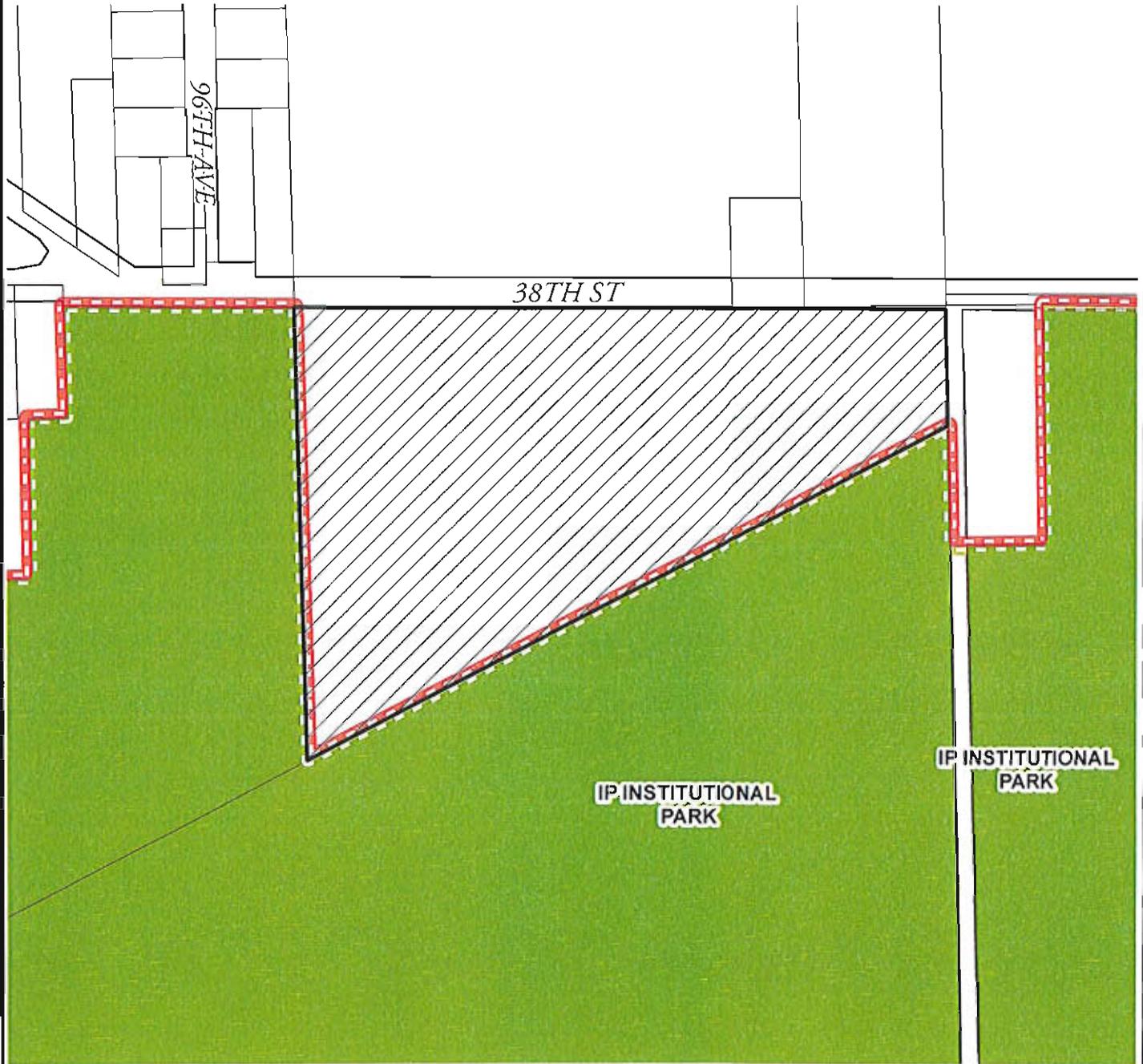
Drafted by:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# City of Kenosha

District Map  
Rezoning

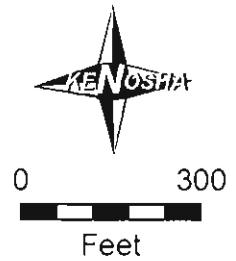
Supplement No. Z11-15  
Ordinance No. \_\_\_\_\_

*Harpe petition*



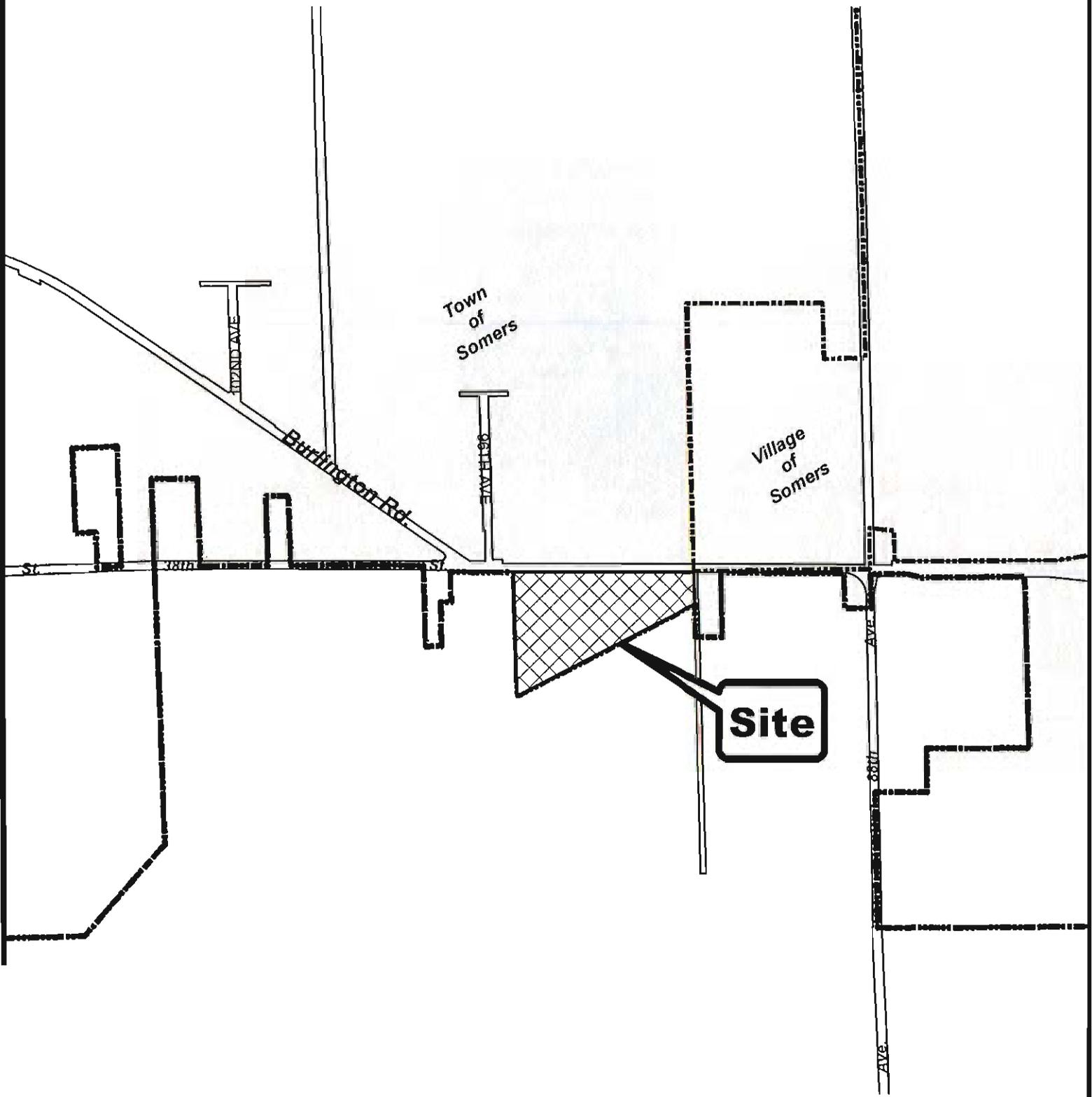
**Property Requested to be Rezoned from:**

 A-2 Agricultural Land Holding to IP Institutional Park

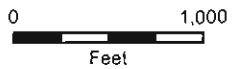


# City of Kenosha

Vicinity Map  
Harpe rezoning

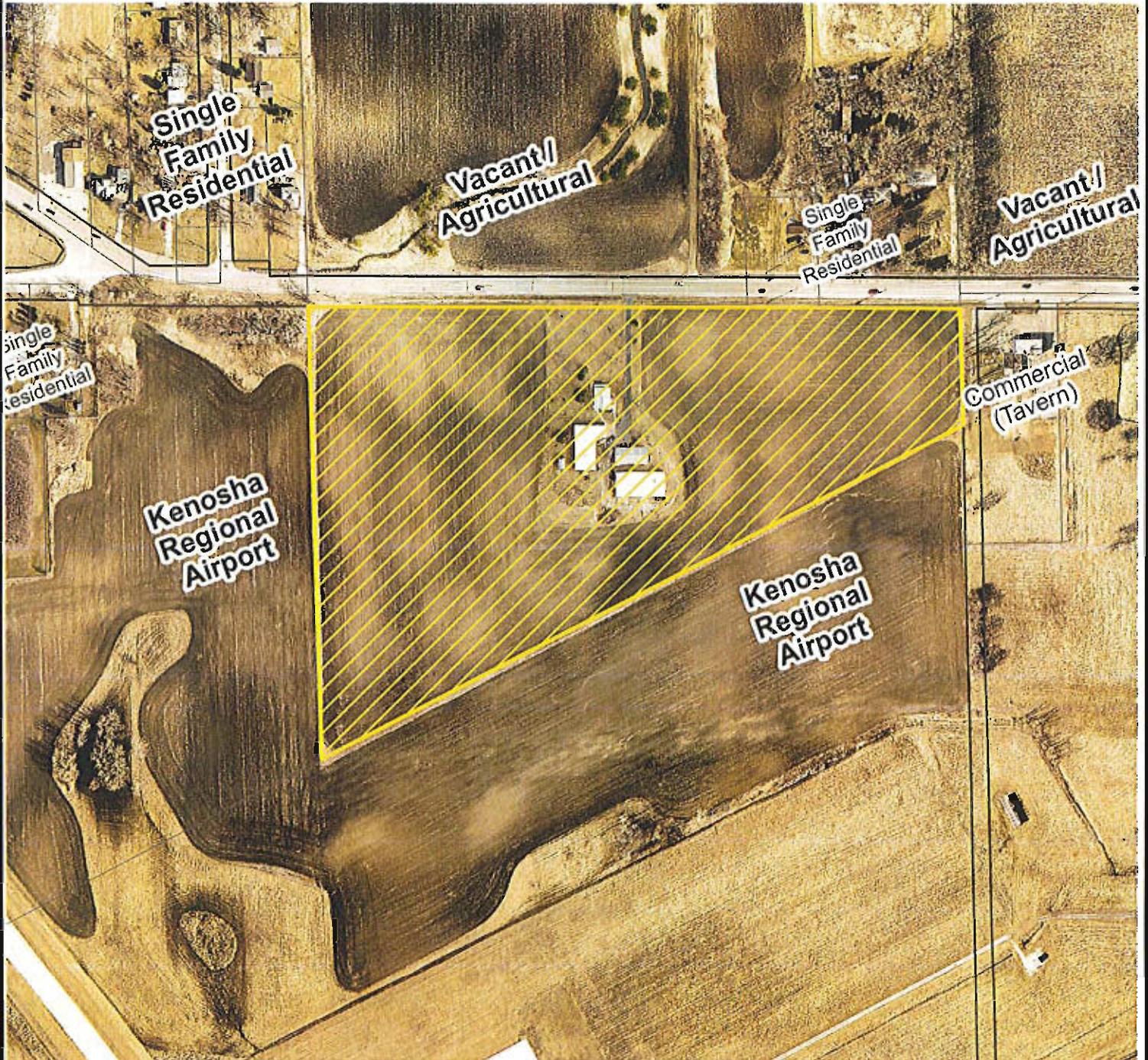


Property requested to be rezoned



# City of Kenosha

Land Use Map  
Harpe Rezoning



 Property Requested to be Rezoned



0 300  
Feet

## From the Desk of Dustin Harpe

The Honorable Mayor  
And Members of the Common Council  
City of Kenosha

Dear Members of the Common Council:

It is requested that my property located at 9407 38<sup>th</sup> St, tax ID 80-4-222-294-0110, be rezoned from Agricultural to Institutional Park. The purpose of this rezoning is to permit the land division into 2 parcels, 1-15.002 acre parcel to be acquired by the City of Kenosha and the other 2.82 acre parcel to be retained for my personal use.

Attached is a Certified Survey Map depicting the 2 parcels and the Common Council approved "Option to Purchase".

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Dustin Harpe, at 8501 75<sup>th</sup> st suite H Kenosha WI 53142. I can be reached at 262-694-1677 if there are any questions regarding my request for the rezoning.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Harpe", written in a cursive style.

Dustin Harpe

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

**MAILING INFORMATION**

**NAME OF PROJECT:** HARPE TO City OF KENOSHA (9407 38th Street)

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>DUSTIN HARPE</u> <u>8501 75th St Suite H</u> <u>KENOSHA WI 53142</u>	Phone: <u>262-694-1677</u> Fax: <u>262-694-1682</u> E-Mail: <u>SALES@HARPEDEVELOPMENT.COM</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

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

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
 Fax: 262.653.4045

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

**SECTION I  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	Number of Lots: <u>2</u> Zoning District: <u>AG</u> Proposed Zoning Change, if any: <u>LP</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

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

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

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

**Checklist to be completed and signed:**

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

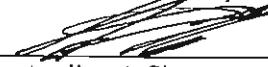
**Checklist to be completed and signed:**

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

**Plans to be submitted (when applicable)**

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

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

  
 \_\_\_\_\_  
 Applicant's Signature

**SECTION 9  
REZONING**

Additional Information Required:	Current Zoning District: <u>AG</u> Proposed Zoning District: <u>IP</u> Proposed Type of Rezoning: (Check all applicable) <input type="checkbox"/> Single-family Residential <input type="checkbox"/> Two-family Residential <input type="checkbox"/> Multi-family Residential (3 or more units) <input checked="" type="checkbox"/> Institutional, Commercial or Industrial
Submittal Requirements:	<ul style="list-style-type: none"> <li>&gt; Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition.</li> <li>&gt; Building and Site Development Plans as indicated below.</li> </ul>
Fees:	<ul style="list-style-type: none"> <li>&gt; Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u></li> <li>&gt; Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans)</li> </ul> <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact Community Development and Inspections – Planning Division to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	<ul style="list-style-type: none"> <li>&gt; N/A</li> </ul>
Approximate Review Time:	<ul style="list-style-type: none"> <li>&gt; 60-75 days (Reviewed by City Plan Commission and Common Council)</li> </ul>
A rezoning request can be initiated by: <ul style="list-style-type: none"> <li>&gt; The City Plan Commission</li> <li>&gt; The Common Council</li> <li>&gt; A petition of 50 percent or more of the owners of property within the area proposed to be rezoned</li> </ul>	

**SAMPLE REZONING PETITION**

The Honorable Mayor  
and Members of the Common Council  
Kenosha, WI

Dear Members of the Common Council:

It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

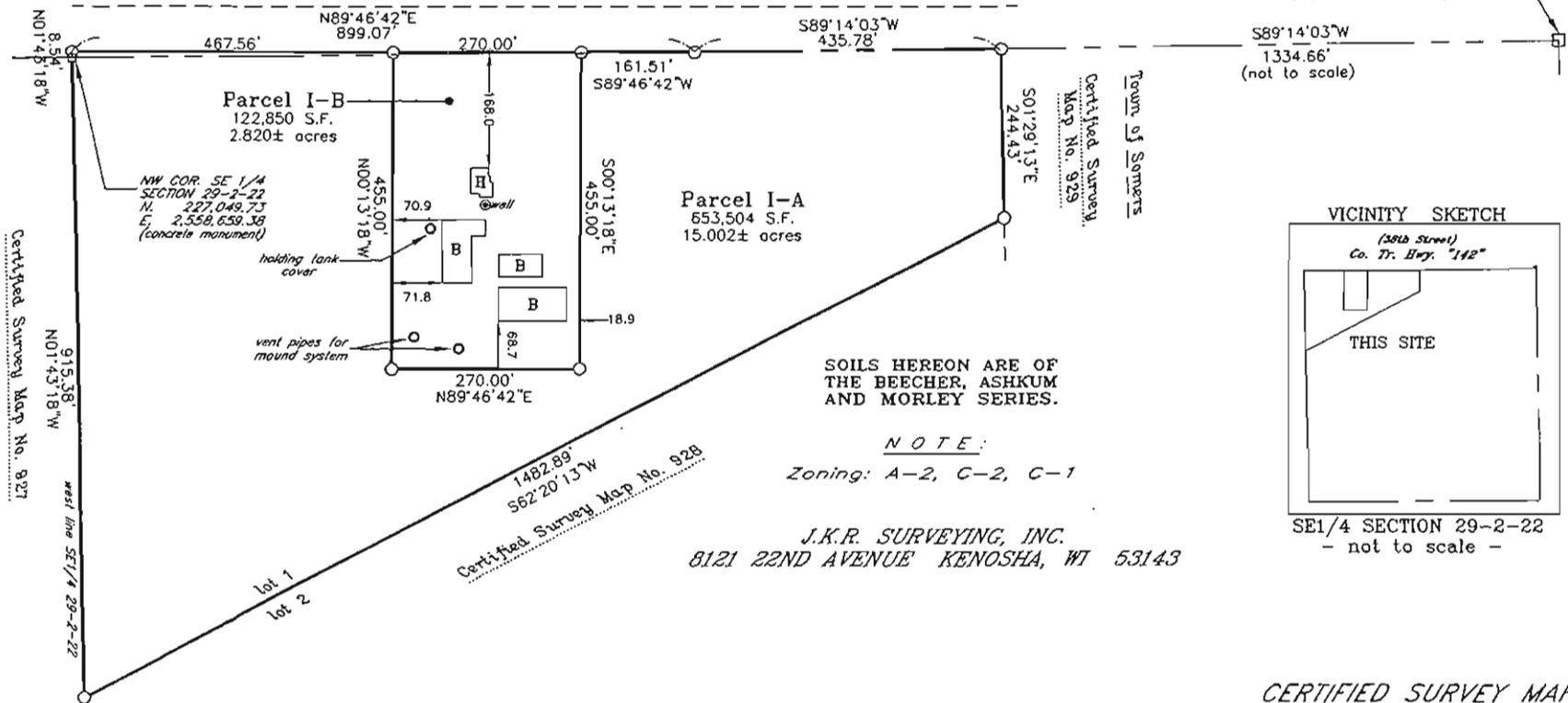
Sincerely,

Current Property Owner

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

(38th Street)  
St. Tr. Hwy. "142"

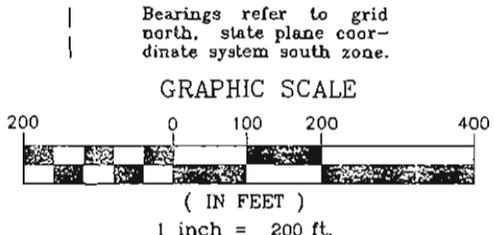
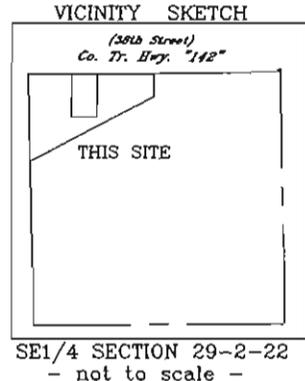
NE COR. SE 1/4  
SECTION 29-2-22  
N. 227,085.47  
E. 2,561,328.46  
(concrete monument)



SOILS HEREON ARE OF  
THE BEECHER, ASHKUM  
AND MORLEY SERIES.

NOTE:  
Zoning: A-2, C-2, C-1

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



WISCONSIN REGISTERED LAND SURVEYOR  
JEFFREY K. RAMPART (S-2141)  
Dated, November, 16, 2015...

CERTIFIED SURVEY MAP  
- for -  
OWNER/SUBDIVIDER  
Dustin Harpe  
in SE 1/4 Section 29-2-22  
CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

CERTIFIED SURVEY MAP NO. ....  
SHEET ONE OF THREE SHEETS



CITY PLAN COMMISSION  
Staff Report - Item 6

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for property at 9407 38th Street.  
(Harpe) (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 before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 9407 38th Street

1. The applicant is proposing to divide the existing property into two (2) parcels.
  - a. Parcel I-A would be sold to the City of Kenosha for airport use.
  - b. Parcel I-B would remain as is.The current owner intends to rent out the existing residence and use the outbuildings for storage. At some time in the future, that land may be sold to the City for future airport use.
2. The property is currently in the Town of Somers. An Attachment Petition has been filed and must be approved by the Common Council in conjunction with the Land Division.
3. The applicant also submitted a Petition to rezone (previous agenda item) the property to *IP Institutional Park District*. The IP zoning would allow for airport uses as well as continuance of the existing residential use.
4. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
5. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

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

Brian Wilke, Development Coordinator

Jeffrey B. Labahn, Director

RESOLUTION # \_\_\_\_ - 15

BY: THE MAYOR

TO APPROVE A TWO-LOT CERTIFIED SURVEY MAP

Property at 9407 38th Street (Harpe)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 9407 38th Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Stormwater Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Sheet 1 includes a note indicating that the zoning is A-2, C-2, C-1. The current zoning, according to Kenosha County records is A-4. Upon Attachment to the City, the zoning will become A-2. There is nothing to indicate that any of the property is or will be C-1 or C-2 (City or County) zoning.
7. Sheet 1 includes information indicating that the soils are of the Beecher, Ashkum and Morley series. According to the Wisconsin Department of natural Resources, the soils are: Varna silt loam, Elliott silty clay loam, Ashkum silty clay loam and Markham silt loam.
8. Sheet 2, the legal description reads, in part, "...lying and being in part of the Southeast Quarter of Section 29...". The north property line crosses the Quarter Section line and is also a part of the Northeast Quarter of Section 29.
9. Sheet 2 has a signature line for the property owner with the owner's name typed underneath. It then has a line under that for the owner to print his name. That seems redundant. Sheet 3 for the Mayor's and City Clerk/Treasurer's signatures - same issue.
10. Sheet 3 has a line below the Mayor's signature line which reads, "Committee on this.....day of..... 20\_\_\_\_." This whole Section should be removed. The line underneath "This Certified Survey Map has been submitted..." which reads "PRINT NAME HERE" shall be replaced with "DEB SALAS, CITY CLERK/TREASURER".
11. The original Certified Survey Map from which this is being further subdivided, CSM 928, has a note indicating a road Easement 435.86 feet of the north property line. This shall be dedicated as public right-of-way.
12. The property shall be rezoned to IP Institutional Park by the Common Council.

13. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

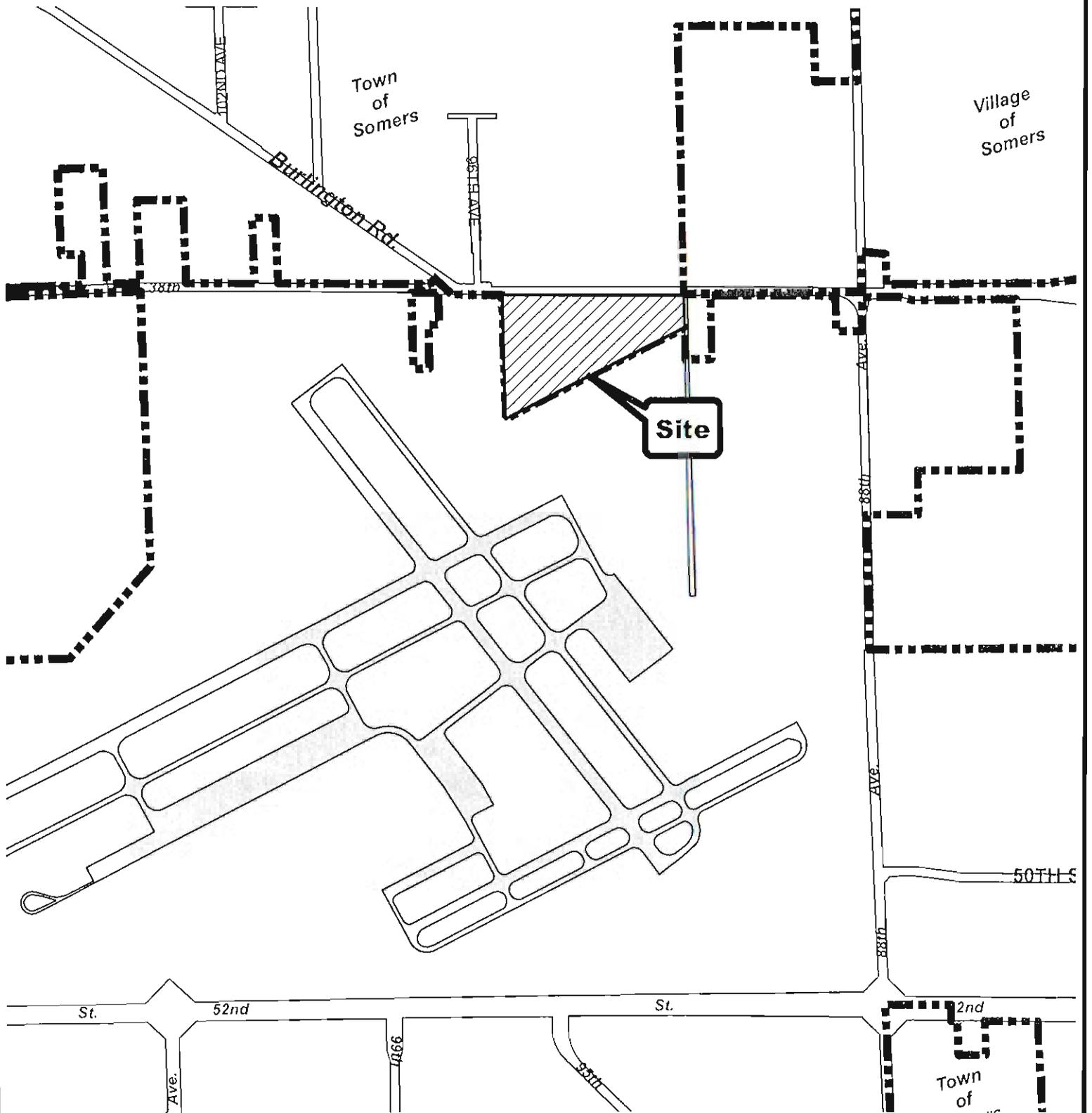
ATTEST: \_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections  
/u2/acct/cp/ckays/1CPC/2015/DEC10/6-Res-esm-Harpe.doc

City of Kenosha

Vicinity Map  
Harpe CSM



----- Municipal Boundary



0 1,000 Feet

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

**MAILING INFORMATION**

**NAME OF PROJECT:** HARPE TO City of Kenosha (9407 38th Street)

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

Name and Address of Applicant (Please print):  
Dustin Harpe Phone: 262-694-1677  
8501 75th St Suite H Fax: 262-694-1682  
Kenosha WI 53142 E-Mail: SALES@HARPEDEVELOPMENT.COM

Name and Address of Architect/Engineer (Please print):  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name and Address of Property Owner (if other than applicant) (Please print):  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

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

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

Department of Community Development & Inspections Planning Division 625 52nd Street, Room 308 Kenosha, WI 53140	Phone: 262.653.4030 Fax: 262.653.4045  Office Hours: M - F 8:00 am - 4:30 pm
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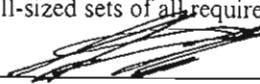
**SECTION I  
CERTIFIED SURVEY MAP**

<b>Additional Information Required:</b>	<b>Number of Lots:</b> <u>2</u> <b>Zoning District:</b> <u>AG1</u> <b>Proposed Zoning Change, if any:</b> <u>EP</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <b>Miscellaneous fees</b> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

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

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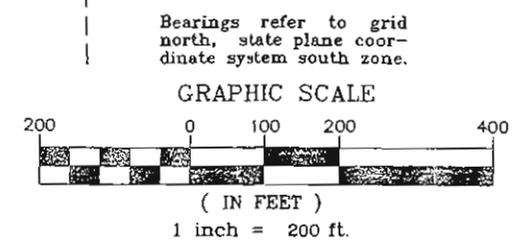
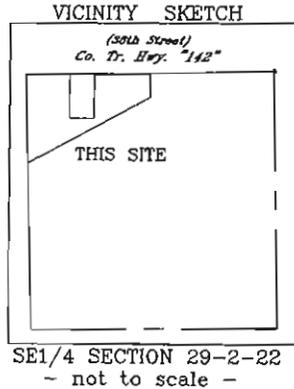
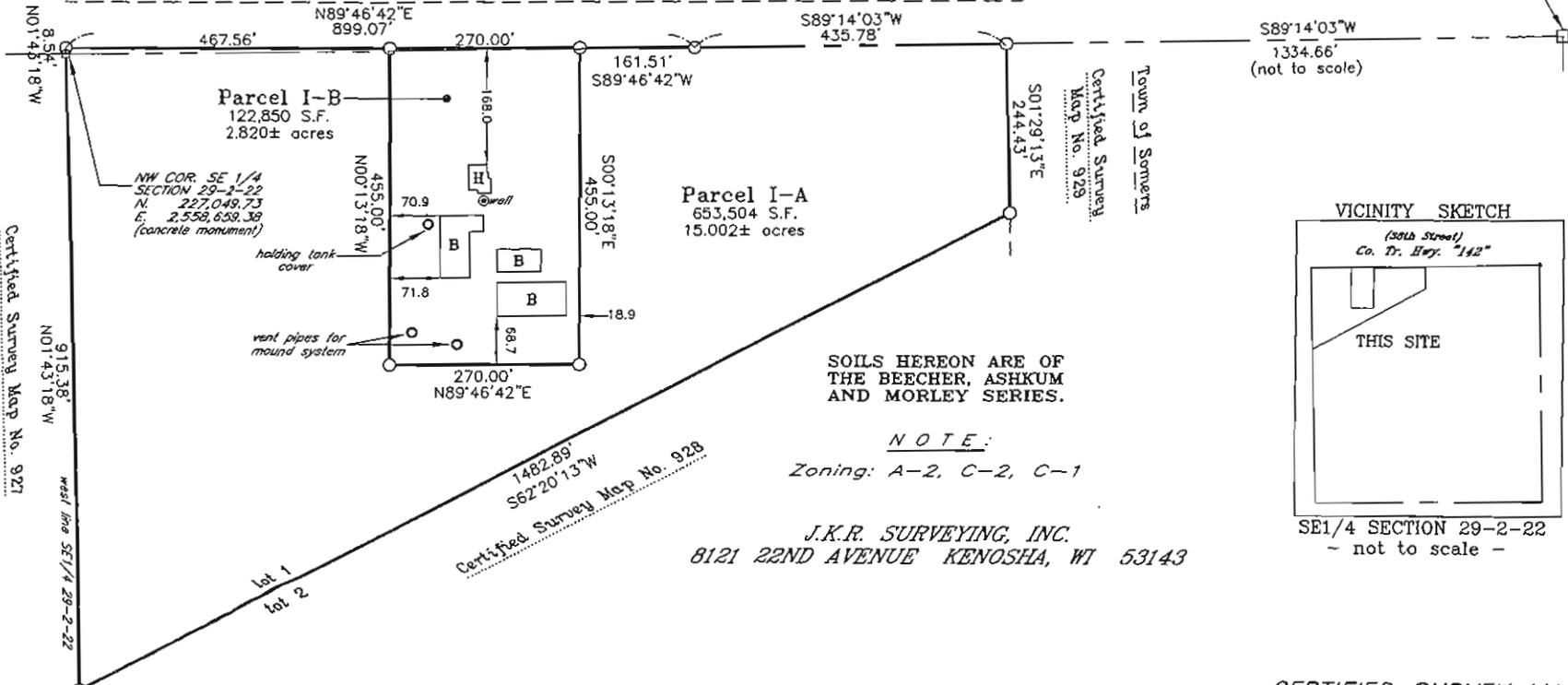
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2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

<p><b>Checklist to be completed and signed:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Scale and north arrow</li> <li><input type="checkbox"/> Scale of plans less than or equal to 1" = 100'</li> <li><input type="checkbox"/> Date of original and revisions noted</li> <li><input type="checkbox"/> Certification from surveyor that Plat complies with Chapter 17</li> <li><input type="checkbox"/> Reproducible paper less than 36" in width</li> <li><input type="checkbox"/> Location of all existing structures and first floor elevations</li> <li><input type="checkbox"/> Location of utility and drainage easements</li> <li><input type="checkbox"/> Exact length and bearing of the centerline of all streets</li> <li><input type="checkbox"/> Exact street width along the line of any obliquely intersecting street</li> <li><input type="checkbox"/> Railway rights-of-way within and abutting the plat</li> <li><input type="checkbox"/> Location and size of all lands to be dedicated for public use (when required)</li> <li><input type="checkbox"/> Comprehensive drainage plan</li> <li><input type="checkbox"/> Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required)</li> <li><input type="checkbox"/> Major street setback or WisDOT setbacks (if applicable)</li> <li><input type="checkbox"/> Map shows entirety of all parcels in proposed certified survey map</li> </ul>	<p><b>Checklist to be completed and signed:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Floodplain limits of the 100 year recurrence interval flood</li> <li><input type="checkbox"/> Location of any wetlands, shoreland, or other environmental areas (if applicable)</li> </ul> <p><b>Plans to be submitted (when applicable)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Street plans and profiles</li> <li><input type="checkbox"/> Sanitary sewer plans and profiles</li> <li><input type="checkbox"/> Storm sewer plans</li> <li><input type="checkbox"/> Grading/drainage plans</li> <li><input type="checkbox"/> Water main plans and profiles</li> <li><input type="checkbox"/> Erosion control plans</li> <li><input type="checkbox"/> Landscape plans</li> </ul> <p>I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.</p> <p align="center">           _____          Applicant's Signature       </p>
--	--

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

(38th Street)  
St. Tr. Hwy. "142"

NE COR. SE 1/4  
SECTION 29-2-22  
N. 227,085.47  
E. 2,561,328.46  
(concrete monument)



WISCONSIN REGISTERED LAND SURVEYOR  
JEFFREY K. RAMPART (S-2141)  
Dated November 16, 2015

**CERTIFIED SURVEY MAP**  
- for -  
**OWNER/SUBDIVIDER**  
Dustin Harpe  
in SE 1/4 Section 29-2-22  
CITY OF KENOSHA  
KENOSHA COUNTY, WIS.

CERTIFIED SURVEY MAP NO. 928  
SHEET ONE OF THREE SHEETS

CERTIFIED SURVEY MAP

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

A Re-division of Lot 1 of Certified Survey Map No. 928, a plat of record in the Kenosha County Land Registry, as per Volume 1133, Pages 540-41; lying and being in part of the Southeast Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:  
Commencing at the northeast corner of said quarter section; thence S89°14'03"W along the north line of said quarter section 1334.66 feet to the point of beginning; thence continue S89°14'03"W along said north line 435.78 feet to a point; thence S89°46'42"W 899.07 feet; thence S01°43'18"E 8.54 feet to the center of said Section 29; thence S01°43'18"E along the west line of said quarter section 915.38 feet; thence N61°20'13"E 1482.89 feet; thence N01°29'13"W 244.43 feet to the north line of said quarter section and the point of beginning.

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

Dated this 16th day of November, 2015

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

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

OWNER/SUBDIVIDER.....  
DUSTIN HARPE

PRINT NAME.....

STATE OF WISCONSIN  
KENOSHA COUNTY S.S.

Personally came before me this ..... day of ....., 20\_\_\_, the above named Dustin Harpe, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....  
NOTARY PUBLIC

OWNER/SUBDIVIDER

Dustin Harpe  
8501-75th Street  
Kenosha, WI 53142

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map as directed by the owner(s)/subdivider(s) as stated hereon:

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

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

Dated this 16th day of November, 2015

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

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

APPROVED.....  
KEITH G. BOSMAN, Mayor      PRINT NAME HERE

Committee on this ..... day of .....20\_\_.

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

CITY CLERK/TREASURER.....  
DEB SALAS  
PRINT NAME HERE.....

OWNER/SUBDIVIDER  
Dustin Harpe  
8501-75th Street  
Kenosha, WI 53142

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To include the Attachment of property 9407 38th Street in the Town of Somers, Kenosha County, Wisconsin, in accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (Harpe) (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 before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 9407 38th Street

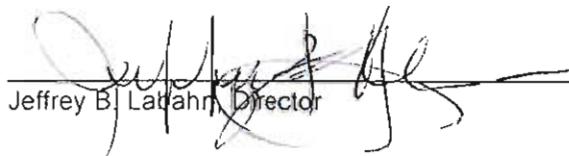
1. The City has received a request to Attach the property at 9407 38th Street to the City of Kenosha.
2. The Attachment Petition is pending action by the Common Council.
3. The attached Resolution will amend the City's Official Map to include this property as being within the City limits.

**RECOMMENDATION:**

A recommendation is made to approve the attached Resolution.



Rich Schroeder, Deputy Director



Jeffrey B. Latfahm, Director

RESOLUTION NO. \_\_\_\_\_

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO INCLUDE THE ATTACHMENT OF

Parcel No(s): 80-4-222-294-0110

Located at: 9407 38<sup>th</sup> Street

IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN, IN ACCORDANCE WITH THE APPROVED CITY OF KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER SECTION 66.0307 OF THE WISCONSIN STATUTES [Harpe, Property Owner]

**WHEREAS**, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

**WHEREAS**, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

**WHEREAS**, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-222-294-0110 located at 9407 38<sup>th</sup> Street, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

**WHEREAS**, on December 21, 2015, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification

Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-222-294-0110, located at 9407 38<sup>th</sup> Street, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Zoning District Classifications designated therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-222-294-0110 located at 9407 38<sup>th</sup> Street, Kenosha, Wisconsin, as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

**BE IT FURTHER RESOLVED** that the territory described herein is placed in the 88<sup>th</sup> Ward of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Aldermanic Districts.

**BE IT FURTHER RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that parcel no. 80-4-222-294-0110 is attached to the City of Kenosha by Attachment Ordinance No. \_\_\_\_ - 15, which constitutes City of Kenosha Voting Ward 88.

**BE IT FURTHER RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that the City Clerk is directed to send a copy of this Resolution to the County Clerk for referral to the Kenosha County Board.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

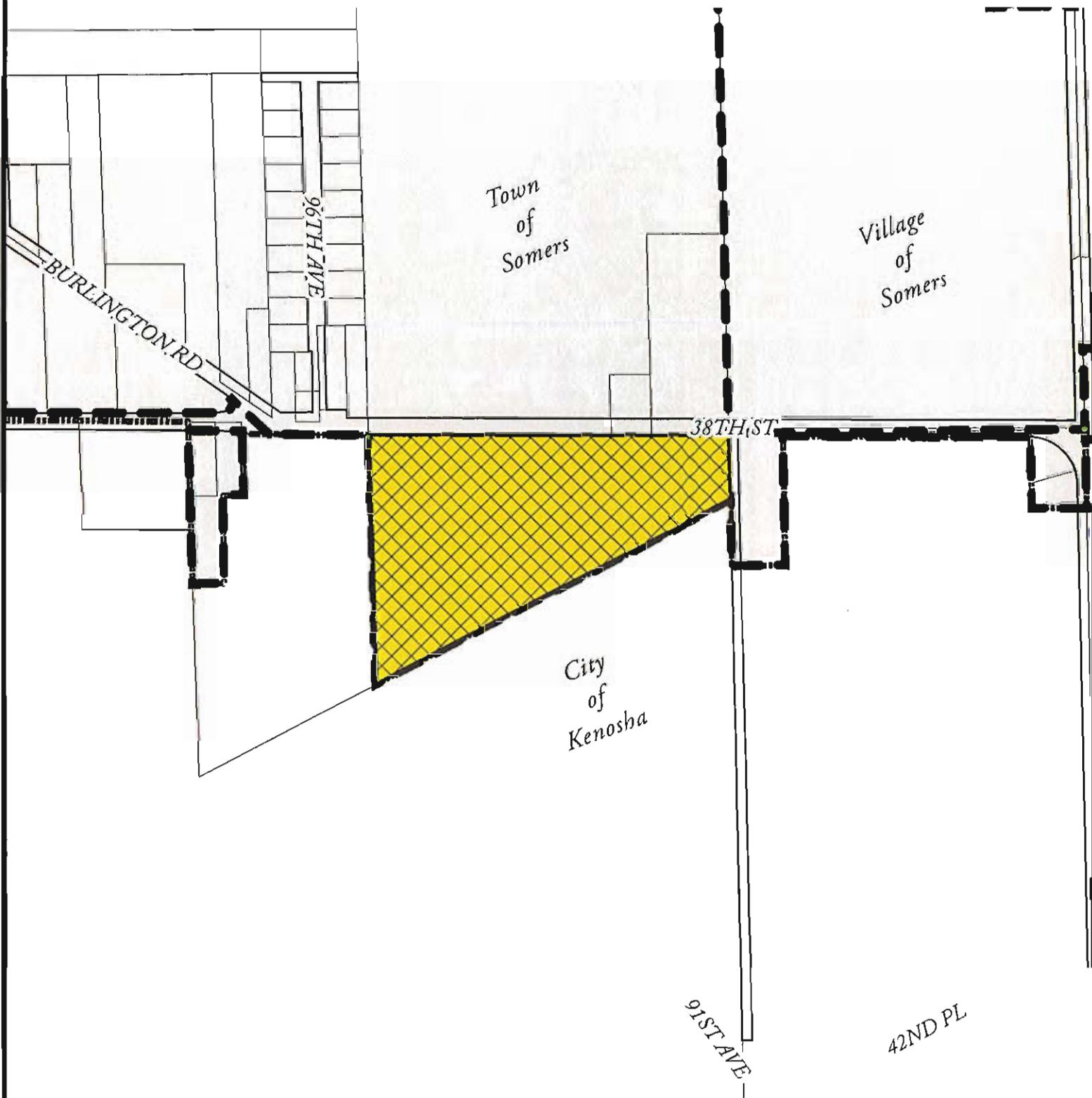
ATTEST: \_\_\_\_\_ City Clerk  
Debra Salas

APPROVED: \_\_\_\_\_ Mayor  
Keith G. Bosman

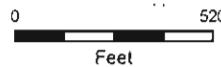
Date: \_\_\_\_\_

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

# Official Map Amendment Harpe Attachment



 **Property to be Attached**





**Conditional Use Permit for a 280 unit multi-family development to be located North of 71st Street and West of 125th Avenue. (Springs at Kenosha) (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:** 71st Street, West of 125th Avenue  
**Zoned:** TRD-2 Traditional Multiple-Family Residential / FW Floodway / SWO Shoreland Wetland Overlay / AIR-4 Airport Overlay District

1. The applicant is proposing to construct a 280 unit multi-family residential development on land west of the intersection of 71st Street and 125th Avenue. All of the units would be market-rate rental units. This proposal is Phase One of a potential two-phase development. The property was zoned to TRD-2 Traditional Multiple-Family Residential on April 6, 2015 by the Common Council. The plan submitted for the Conditional Use Permit is nearly identical to the Concept Plan reviewed with the rezoning.
2. 71st Street would be constructed as public road as a condition of this development to the west end of the Phase One development. The street would end in a temporary turnaround and would be extended with future development to the west.
3. The buildings are constructed of all masonry materials, including cement board siding and stone. All buildings are two-stories in height. There will be a clubhouse included with the development.
4. The overall density of the development does not exceed the maximum twelve (12) units per acre allowed by the Zoning Ordinance.
5. Included on this same agenda are requests for approval of the Certified Survey Map, Developer's Agreement and Quit Claim Deed.
  - a. The Certified Survey Map would split the current parcel to create:
    - Two (2) lots - Phase One and the future Phase Two.
    - Two (2) outlots - stormwater basin and environmental areas
    - and dedicate public street rights-of-way.
  - b. The Development Agreement will establish responsibilities for public improvements.
  - c. The Quit Claim Deed dedicates a small portion of 71st Street right-of-way on property not under contract with the applicant.
6. The Conditional Use Permit was sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
7. 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. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/DEC10/Staff-cup-Springs.doc

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, Fence and Occupancy permits.
  - b. The applicant shall obtain Driveway, Sidewalk, Street Opening, Stormwater and Parking Lot permits from the Department of Public Works.
  - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
  - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of 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 trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
  - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within twelve (12) months of City Plan Commission approval. Building permits for all other buildings shall be obtained within two (2) years of the City Plan Commission approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
  - i. All vehicles shall be parked within designated paved areas
  - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.

- k. Cross access shall be provided to adjacent parcels, if required, at a future date by the City.
  - l. 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 comments in the Public Works memo dated November 18, 2015.
  - b. The comments in the Kenosha Water Utility memo dated November 19, 2015.
  - c. All buildings must be fully fire alarmed and sprinklered per NFPA Standards. The Knox Box<sup>®</sup> Rapid Entry System is required on all buildings and electronic gate switches along with gate control devices for first responder apparatus. All alarms and sprinklers to be plan reviewed and permitted by the Kenosha Fire Department.
  - d. The proposed cross access from 71st Street to the south property line across Outlot 1 shall be moved to the west. The centerline of the Easement and your easternmost access point north of 71st Street can be no closer than one hundred twenty-five (125') feet.
  - e. A Phasing Plan shall be submitted for review and approval by the City. The Phasing Plan shall be amended to show that both private connections to 71st Street shall be constructed with the first phase.
  - f. The proposed paving for the emergency access to the east lot line must extend to the property line.
  - g. Two (2) different building elevations were provided, but the Site Plan does not include any notation on which building relates to which elevation. Revise the Site Plan to indicate which building is "Building 1A" and which building is "Building 2B".
  - h. Plan C300 shall indicate that all soil stockpiles must be removed prior to issuance of any Occupancy permits.
  - i. A detailed Construction Access Plan shall be submitted for City review and approval.



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

**TO:** Brian Wilke, Development Coordinator

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

*Shelly Billingsley* CHA  
 11-18-15

**DATE:** November 18, 2015  
**SUBJECT:** PLAN REVIEW COMMENTS  
**Project Description:** Springs at Kenosha  
**Location:** 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

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

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

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

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

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

**Grading & Drainage Comments:**

1. COMPLETE
2. Sheet C102, Site plan note #21 calls for a car care area with an oil and water separator. Provide a detail of the oil/water separator. The only plumbing sheet submitted was Sheet P6.02 which did not show anything regarding the oil/water separator?
3. Sheet D100 – Conflicting information on abandoned in place vs remove existing storm sewer. Storm sewer shall be removed. Need to follow up with WisDOT to determine if Abandoning will be allowed at the intersection 125<sup>th</sup> Ave.
4. Storm sewer pipe materials are not labeled on the plan. All storm sewers within the City's right of way and entering or exiting the detention pond must be RCP. Found the note that stated All Pipe is to be HDPE unless otherwise noted, however, only 2 pipes were observed to be RCP an all others were not labeled in the street on sheets C502 & C503.
5. The erosion control plans were not reviewed as a part of the CUP process. They will be reviewed when an erosion control permit application is submitted to the City.
6. The project will require a stormwater maintenance agreement before occupancy can be issued. A template of the agreement will be sent separately to the project engineer.
7. The project will require that a stormwater permit be issued prior to construction. This can only be issued once staff concludes that the plans meet the City's stormwater ordinance and all stormwater related items are approved.
8. COMPLETE
9. All stormwater ponds will need to have an access easement for City use if needed. Easement shown on CMS, need to show on plan set.
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. COMPLETE
14. COMPLETE
15. COMPLETE

16. COMPLETE
17. COMPLETE
18. COMPLETE

**New Drainage Comments for Review #2:**

19. Provide concurrence letters/approval of work letters (or permits) from Wisconsin DNR and Army Corp.
20. Pond overflow must be constructed following instructions in "Overflow Capacity" section of Appendix F in the Developers Review Application Packet, change overflow detail accordingly. 18 inches of rip-rap is required beneath the turf reinforcement.

**Traffic Comments:**

1. Need Lighting Plan with photometrics shown for parking lot, 71<sup>st</sup> Street, and 125<sup>th</sup> Avenue.
2. COMPLETE
3. COMPLETE
4. COMPLETE
5. The proposed retaining wall on the south side of the end of 71<sup>st</sup> Street will need a railing. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install.
6. COMPLETE
7. COMPLETE
8. COMPLETE
9. COMPLETE
10. COMPLETE
11. COMPLETE
12. COMPLETE
13. Review of TIA still in progress.
14. COMPLETE.
15. COMPLETE
16. Sidewalk ramp at east end of 71<sup>st</sup> Street needs to be moved to the intersection of 125<sup>th</sup> Avenue.
17. Asphalt pavement mix is PG58-28.
18. COMPLETE
19. COMPLETE

**New Traffic Comments for Review #2:**

20. Need parkway trees in right-of-way on north side of 71<sup>st</sup> Street.
21. The proposed retaining wall on the south side of the end of 71<sup>st</sup> Street will need a railing/fence. Provide a structural plan of the wall signed by a PE and a detail of a proposed railing/fence. All walls greater than 5' in height require a railing/fence and will need a permit to install. Sheet C912 Retaining wall detail does not show the fence or railing. Sheet L104 states to see Sheet C911 which does not exist. Show retaining wall off-set from the right-of-way. Indicate on a detail the distance the grid is being placed into the right-of-way.
22. WisDOT may determine the exact location of the handicap ramp at SW corner of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
23. Sidewalk on north side of 71<sup>st</sup> Street needs to extend to the east property line and line up to the new sidewalk along the west side of 125<sup>th</sup> Avenue.
24. A corner easement for the public sidewalk on the SW corner of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue may be needed depending on grades.
25. The driveway openings need an approved variance for the Street Type Opening. Submit a formal request for variance to show high volume driveway per Chapter 5.085(C)(8a-c) of the City Ordinance. Request should be addressed to the City Engineer, Shelly Billingsley for her approval.

cc: Cathy Austin; Shelly Billingsley; Greg Holverson; Kile Kuhlmeier; Gerard Koehler, Kevin Risch

**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: November 19, 2015

Subject: Springs at Kenosha Revised Plans (Review #2)

Location: 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

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

1. Based on the two inch (2") meter size shown on the plans, each building will incur a sanitary sewer connection fee of \$26,252.00 which must be paid prior to connecting. It is assumed that this is the same meter size for all buildings, including the Clubhouse and Car Care Area. Please advise if this is incorrect.
2. Please note that all private fire hydrants shall be painted "Caution Blue" (Mueller Paint Code JS) and not red. Only public fire hydrants shall be painted red.
3. The November 4, 2015 response letter indicated that there were details on the plans regarding the adjustment of the valve vault along the north side of 71<sup>st</sup> Street near Station 10+45. However, there are no notes regarding adjustment of the vault apparent on the plan. Please provide details regarding this as well as any adjustment necessary to Existing Sanitary Manhole 2 at the southwest corner of the intersection of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
4. Written authorization must be provided for KWU access to the sampling manhole south of the Car Care Area.

The following comments are in reference to specific items on the plans:

Sheet C603

- Please label SAN MH 5 as an outside drop manhole.

#### Sheet C702

- The check valve and vault at Sta. 0+33.08 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71<sup>st</sup> Street.

#### Sheet C703

- The check valve and vault at Sta. 20+26.93 will not be owned or maintained by KWU and shall be moved north of the north right-of-way line of 71<sup>st</sup> Street.
- There must be a valve directly north and south of the check valve in accordance with NR 811.63.
- The eight inch (8") valve at Sta. 20+21.88 will be in a valve box and not in a vault as the profile note indicates.

#### Sheet C802

- There is insufficient separation between the proposed private sanitary sewer and the existing water main near Station 3+00. The top of the existing 12" water main is approximately 713.1± and the bottom of the proposed 8" sanitary sewer is approximately 714.2±. Please revise the sanitary sewer to provide adequate separation or offset the water main accordingly to provide eighteen inches (18") of vertical separation at the crossing.
- The profile note regarding water main and sanitary sewer separation near Sta. 2+60 shall state that the water main shall be offset over the sanitary sewer, not underneath. The water main in this location will already be 4-5 feet deeper as a result of the roadway buildup and placing it even deeper will make it more difficult to maintain.
- Any public water main offsets shall be made with ductile iron pipe in order to maintain electrical conductivity of the existing ductile iron main. Additionally, all offsets will need to be coordinated with the residents at 13106 and 12912 75<sup>th</sup> Street as their water main service will need to be interrupted.
- Please label SAN MH 1 as an outside drop manhole.
- The stationing for SAN MH 14 appears to reference a different alignment than 71<sup>st</sup> Street and needs to be revised.

#### Sheet C803

- The stationing for the water main offset near Sta. 8+00 appears to reference a different alignment than 71<sup>st</sup> Street and needs to be revised.
- The water main offset near Sta. 8+00 shall be offset over the storm sewer, not underneath. The water main in this location will be very difficult to maintain if it is offset underneath the storm sewer. Also, see the previous comments from Sheet C802 regarding offsets of the public water main.
- Provide information for the sanitary sewer and water main services to the south near Sta. 14+00. There is currently no length, slope, or invert elevations shown for these services. Additionally, there will need to be a tapping valve for the water service as well as a service valve within ten feet (10') of the south right of way.
- Provide the length and slope of the sanitary sewer main between EXIST. SAN MH 2 and SAN MH 15.

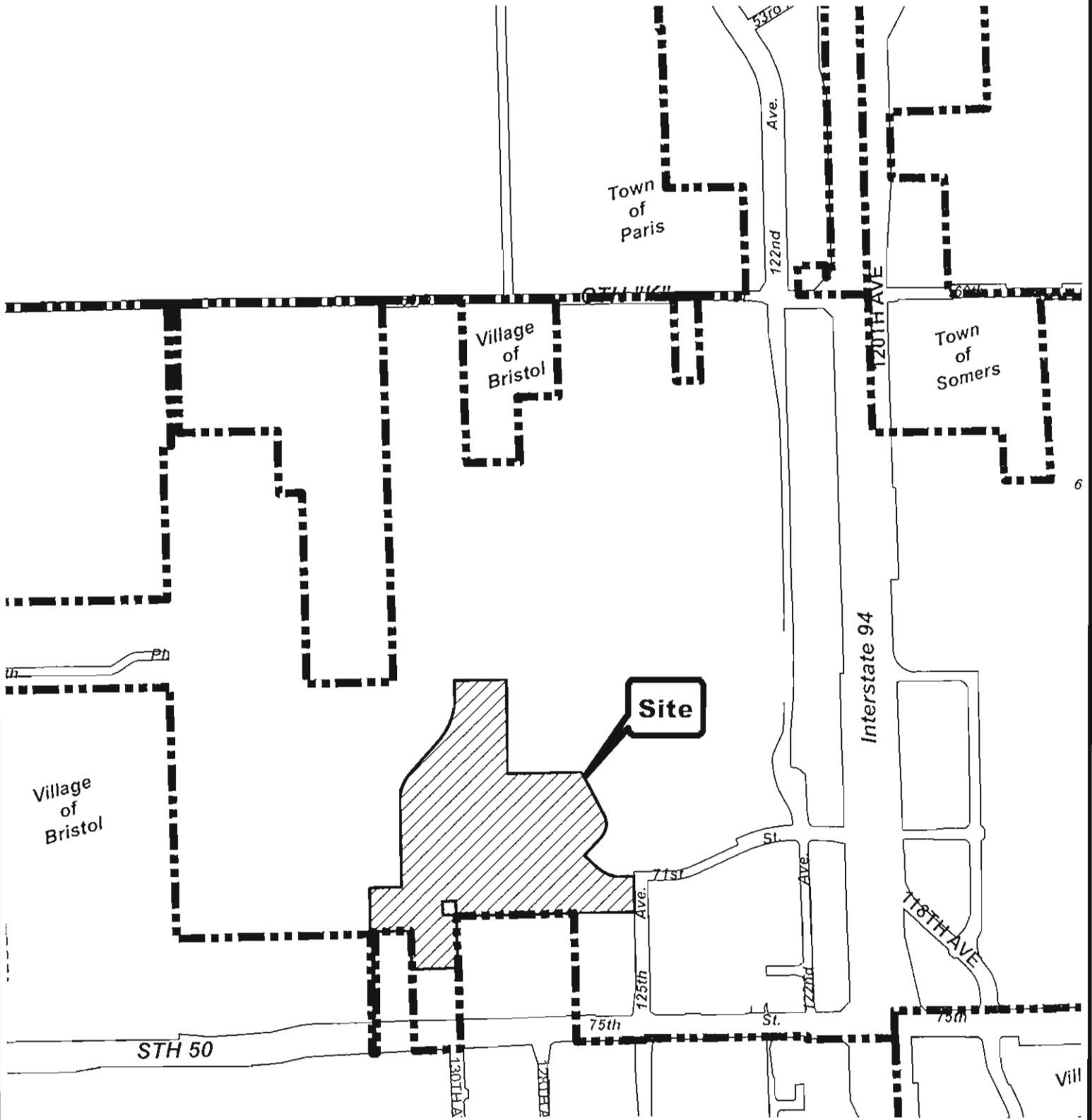
- The existing sanitary sewer main east of EXIST. SAN MH 2 is drawn with a storm sewer line type and must be revised.

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

City of Kenosha

Vicinity Map

Springs at Kenosha - Conditional Use Permit



Ph

Site

Village of Bristol

Village of Bristol

Town of Paris

Town of Somers

STH 50

Interstate 94

St.

71st

125th Ave.

75th

130th

131st

St.

122nd Ave

118th Ave

78th

Vill

----- Municipal Boundary



0 1,000 Feet

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

**MAILING INFORMATION**

**NAME OF PROJECT:** SPRINGS AT KENOSHA

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

Name and Address of Applicant [Please print]:  
CONTINENTAL 315 FUND LLC  
C/O Continental Properties Company, Inc. ATTN: Erik Hahn  
WT34 N8675 Executive Parkway  
Menomonee Falls, WI 53051  
 Phone: 262-502-5500  
 Fax: 262-502-5522  
 E-Mail: ehahn@cproperties.com

Name and Address of Architect/Engineer [Please print]:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Name and Address of Property Owner (if other than applicant)[Please print]:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): Lot 2 of CSM No. 2297. Tax Key No.: 03-121-01-420-212

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
 Fax: 262.653.4045

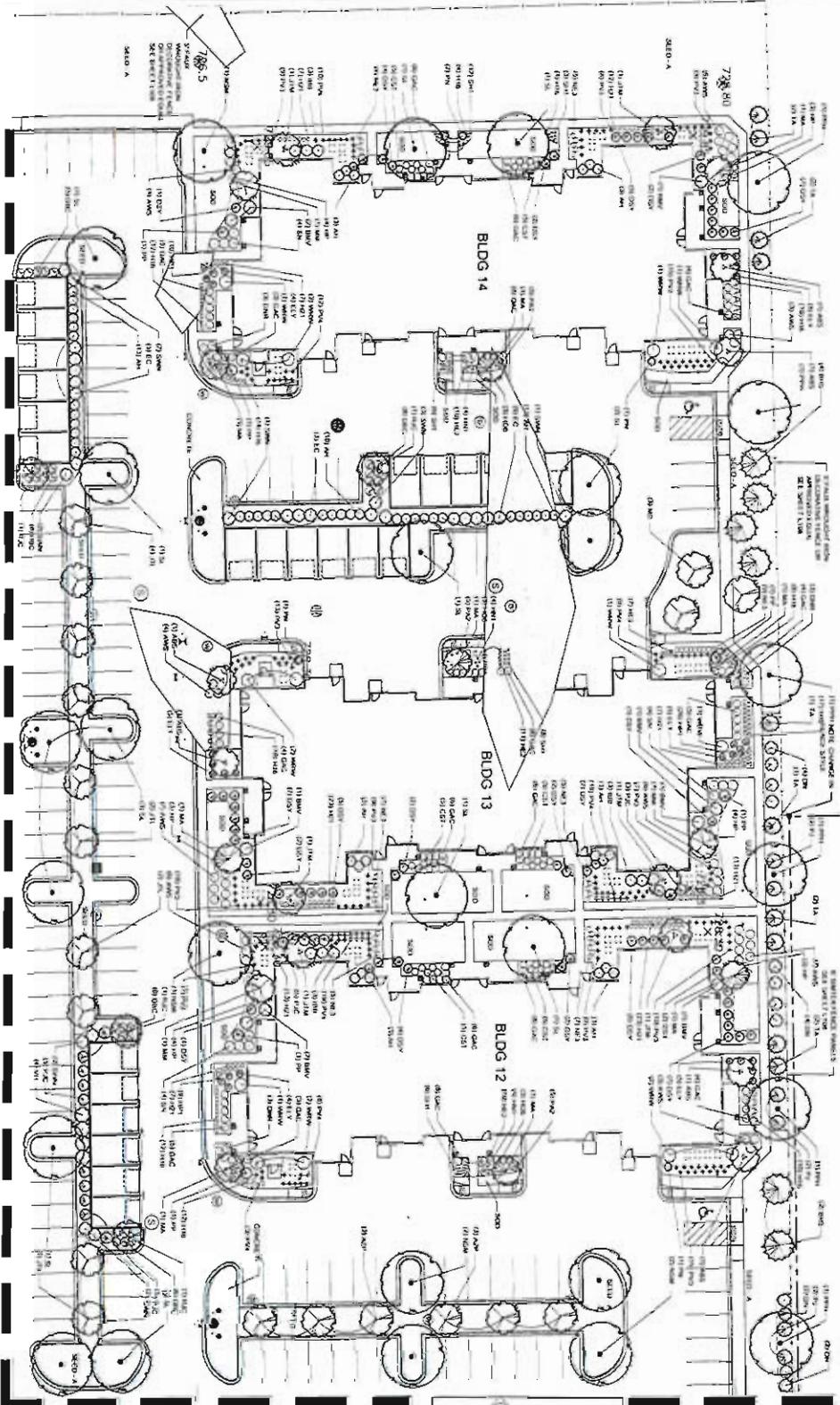
Office Hours:  
 M - F 8:00 am - 4:30 pm

**SECTION 4  
CONDITIONAL USE PERMIT**

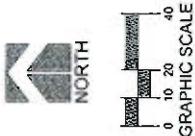
<b>Additional Information Required:</b>	<b>Building or Addition Square Footage:</b> _____ <b>Existing Building Size:</b> <u>0</u> <b>Site Size:</b> <u>48.6972</u> <b>Current # of Employees</b> <u>0</u> <b>Anticipated # of New Employees</b> <u>4</u> <b>Anticipated Value of Improvements</b> <u>\$35,000,000</u>			
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size sealed copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ 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>➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>			
<b>Fees:</b>	<b>Level 1</b>	<b>Building or Addition Size</b> <= 10,000 sq. ft.	<b>Site size</b> <= 1 acre	<b>Review Fee</b> \$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	<b>Level 2</b>	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	<b>Level 3</b>	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	<b>Level 4</b>	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>			
<b>Appendices to Review:</b>	➤ All			
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>			
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:				
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>			
<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space</li> </ul>			
<b>Drainage Plan</b>	<ul style="list-style-type: none"> <li>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>			





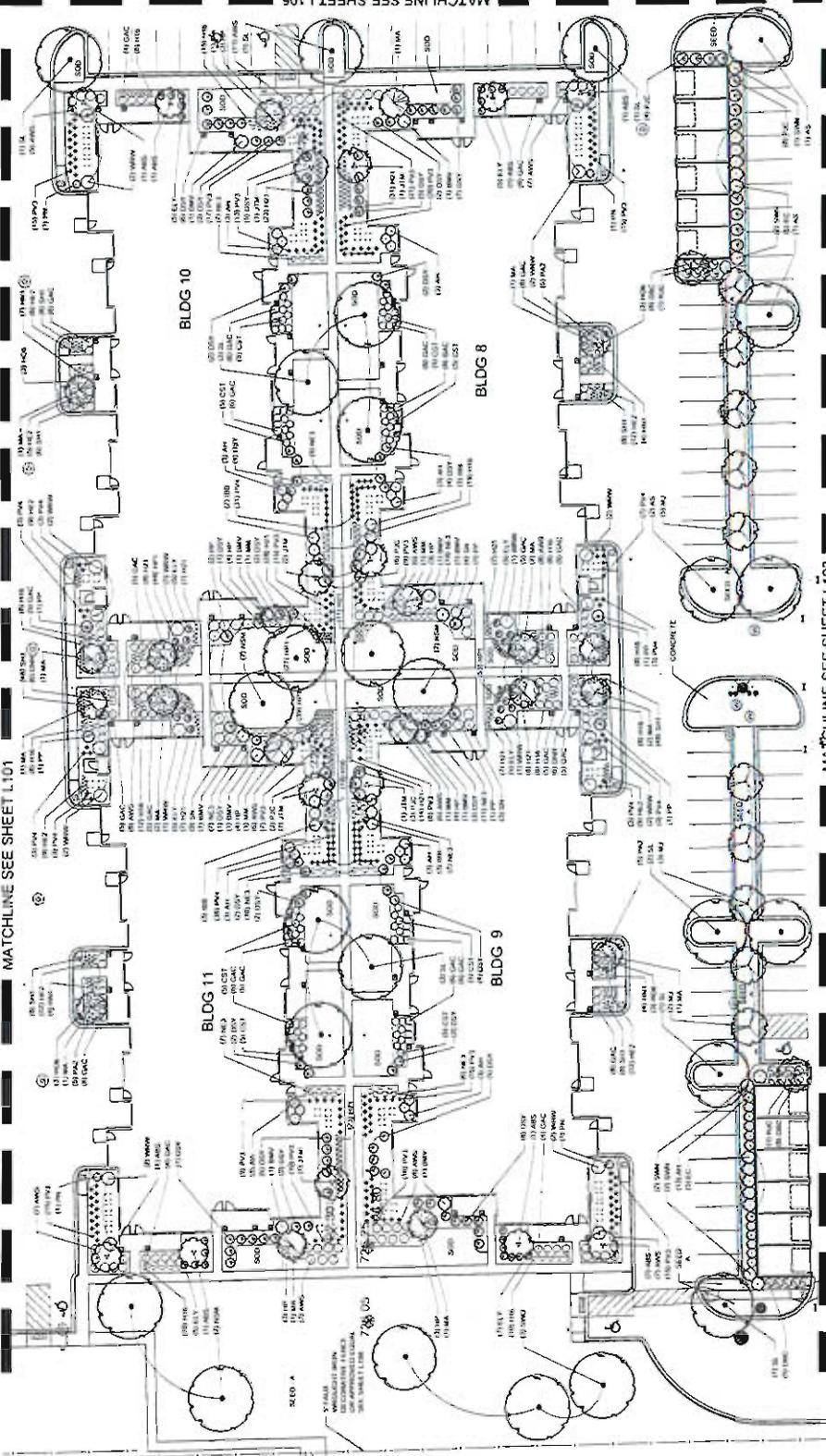
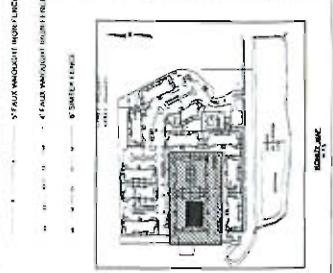


**GENERAL NOTES:**  
 1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 2. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 3. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 4. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 5. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 6. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 7. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 8. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 9. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.  
 10. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN UNLESS OTHERWISE NOTED.



**PRICING SET  
 NOT FOR  
 CONSTRUCTION**

**LEGEND**



**PLANT SCHEDULE WEST CENTRAL L102**

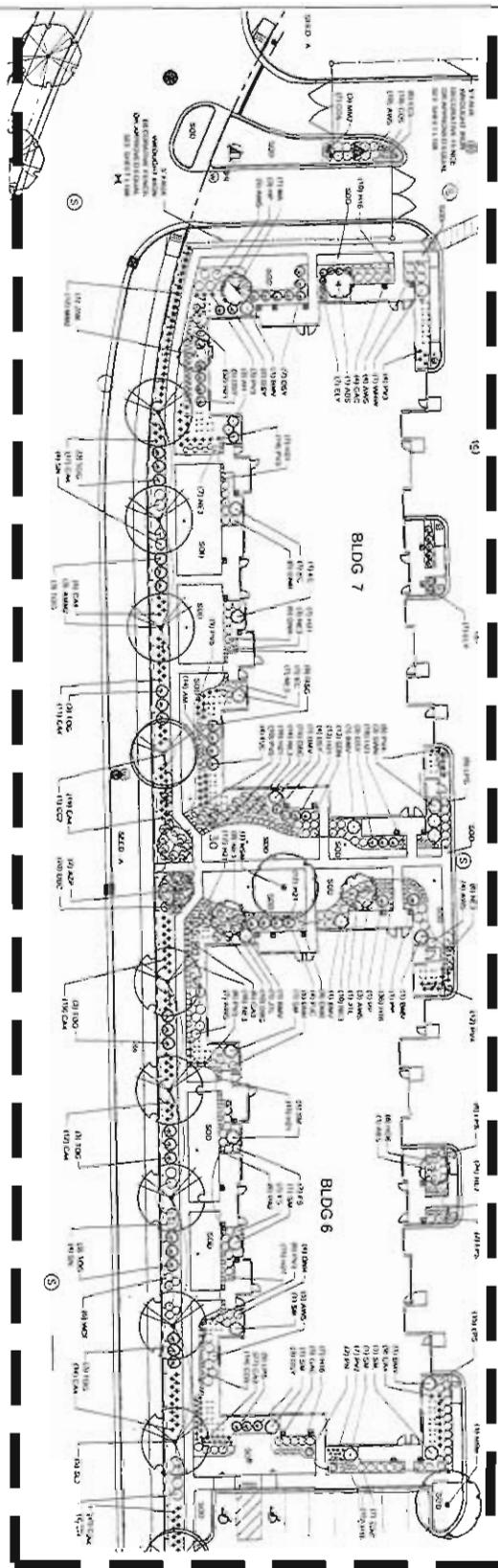
NO.	SYMBOL	DESCRIPTION	QUANTITY	UNIT
1	11111	11" DIA. WOODRUFF IMPACT LINED	100	LF
2	11112	11" DIA. WOODRUFF IMPACT LINED	100	LF
3	11113	11" DIA. WOODRUFF IMPACT LINED	100	LF
4	11114	11" DIA. WOODRUFF IMPACT LINED	100	LF
5	11115	11" DIA. WOODRUFF IMPACT LINED	100	LF
6	11116	11" DIA. WOODRUFF IMPACT LINED	100	LF
7	11117	11" DIA. WOODRUFF IMPACT LINED	100	LF
8	11118	11" DIA. WOODRUFF IMPACT LINED	100	LF
9	11119	11" DIA. WOODRUFF IMPACT LINED	100	LF
10	11120	11" DIA. WOODRUFF IMPACT LINED	100	LF
11	11121	11" DIA. WOODRUFF IMPACT LINED	100	LF
12	11122	11" DIA. WOODRUFF IMPACT LINED	100	LF
13	11123	11" DIA. WOODRUFF IMPACT LINED	100	LF
14	11124	11" DIA. WOODRUFF IMPACT LINED	100	LF
15	11125	11" DIA. WOODRUFF IMPACT LINED	100	LF
16	11126	11" DIA. WOODRUFF IMPACT LINED	100	LF
17	11127	11" DIA. WOODRUFF IMPACT LINED	100	LF
18	11128	11" DIA. WOODRUFF IMPACT LINED	100	LF
19	11129	11" DIA. WOODRUFF IMPACT LINED	100	LF
20	11130	11" DIA. WOODRUFF IMPACT LINED	100	LF

**PLANT SCHEDULE WEST CENTRAL L103**

NO.	SYMBOL	DESCRIPTION	QUANTITY	UNIT
1	11131	11" DIA. WOODRUFF IMPACT LINED	100	LF
2	11132	11" DIA. WOODRUFF IMPACT LINED	100	LF
3	11133	11" DIA. WOODRUFF IMPACT LINED	100	LF
4	11134	11" DIA. WOODRUFF IMPACT LINED	100	LF
5	11135	11" DIA. WOODRUFF IMPACT LINED	100	LF
6	11136	11" DIA. WOODRUFF IMPACT LINED	100	LF
7	11137	11" DIA. WOODRUFF IMPACT LINED	100	LF
8	11138	11" DIA. WOODRUFF IMPACT LINED	100	LF
9	11139	11" DIA. WOODRUFF IMPACT LINED	100	LF
10	11140	11" DIA. WOODRUFF IMPACT LINED	100	LF
11	11141	11" DIA. WOODRUFF IMPACT LINED	100	LF
12	11142	11" DIA. WOODRUFF IMPACT LINED	100	LF
13	11143	11" DIA. WOODRUFF IMPACT LINED	100	LF
14	11144	11" DIA. WOODRUFF IMPACT LINED	100	LF
15	11145	11" DIA. WOODRUFF IMPACT LINED	100	LF
16	11146	11" DIA. WOODRUFF IMPACT LINED	100	LF
17	11147	11" DIA. WOODRUFF IMPACT LINED	100	LF
18	11148	11" DIA. WOODRUFF IMPACT LINED	100	LF
19	11149	11" DIA. WOODRUFF IMPACT LINED	100	LF
20	11150	11" DIA. WOODRUFF IMPACT LINED	100	LF

**PLANT SCHEDULE WEST CENTRAL L104**

NO.	SYMBOL	DESCRIPTION	QUANTITY	UNIT
1	11151	11" DIA. WOODRUFF IMPACT LINED	100	LF
2	11152	11" DIA. WOODRUFF IMPACT LINED	100	LF
3	11153	11" DIA. WOODRUFF IMPACT LINED	100	LF
4	11154	11" DIA. WOODRUFF IMPACT LINED	100	LF
5	11155	11" DIA. WOODRUFF IMPACT LINED	100	LF
6	11156	11" DIA. WOODRUFF IMPACT LINED	100	LF
7	11157	11" DIA. WOODRUFF IMPACT LINED	100	LF
8	11158	11" DIA. WOODRUFF IMPACT LINED	100	LF
9	11159	11" DIA. WOODRUFF IMPACT LINED	100	LF
10	11160	11" DIA. WOODRUFF IMPACT LINED	100	LF
11	11161	11" DIA. WOODRUFF IMPACT LINED	100	LF
12	11162	11" DIA. WOODRUFF IMPACT LINED	100	LF
13	11163	11" DIA. WOODRUFF IMPACT LINED	100	LF
14	11164	11" DIA. WOODRUFF IMPACT LINED	100	LF
15	11165	11" DIA. WOODRUFF IMPACT LINED	100	LF
16	11166	11" DIA. WOODRUFF IMPACT LINED	100	LF
17	11167	11" DIA. WOODRUFF IMPACT LINED	100	LF
18	11168	11" DIA. WOODRUFF IMPACT LINED	100	LF
19	11169	11" DIA. WOODRUFF IMPACT LINED	100	LF
20	11170	11" DIA. WOODRUFF IMPACT LINED	100	LF



MATCHLINE SEE SHEET L.102

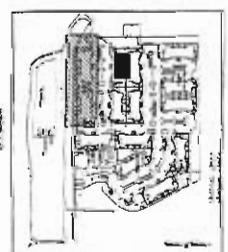
MATCHLINE SEE SHEET L.106

PLANT SCHEDULE SOUTH WEST L.103

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Plant Schedule				
2	Plant Schedule				
3	Plant Schedule				
4	Plant Schedule				
5	Plant Schedule				
6	Plant Schedule				
7	Plant Schedule				
8	Plant Schedule				
9	Plant Schedule				
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99	Plant Schedule				
100	Plant Schedule				

PRICING SET  
NOT FOR  
CONSTRUCTION

LEGEND

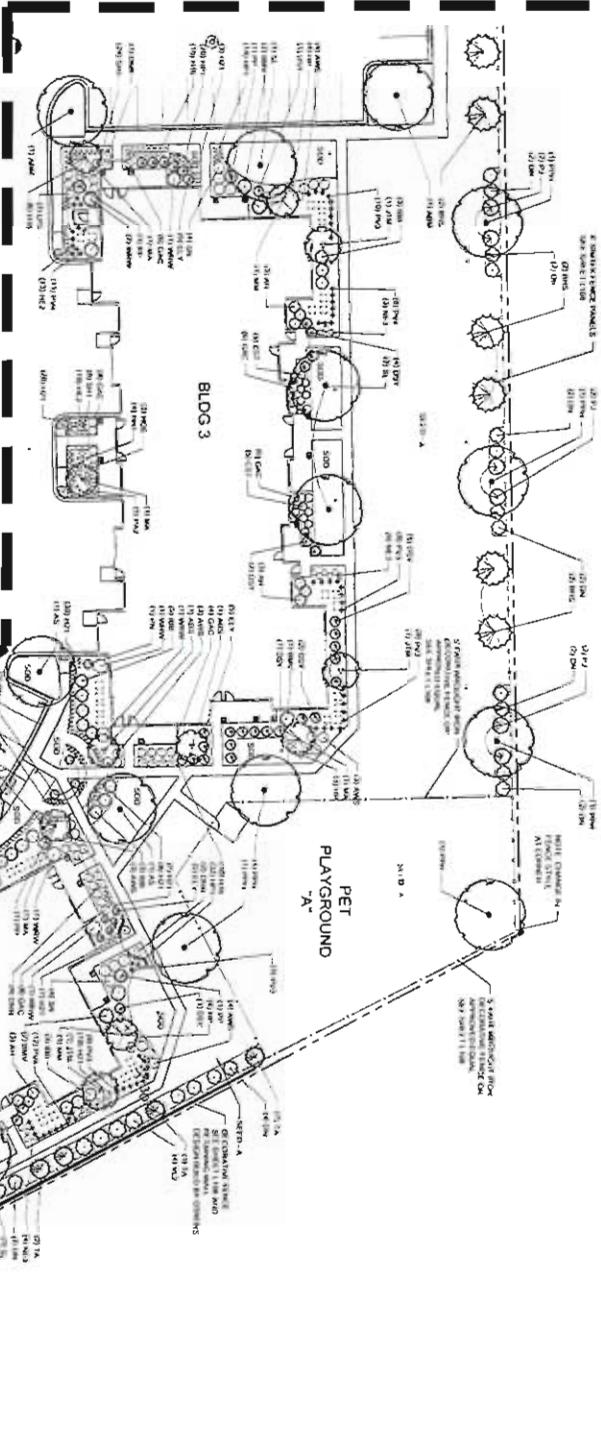


**GENERAL NOTES:**  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF KENOSHA SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.  
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING AREA AT ALL TIMES.  
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.  
7. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK AREA.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.  
9. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING AREA AT ALL TIMES.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.



<p>PROJECT: SPRINGS AT KENOSHA CITY OF KENOSHA, WI</p> <p>LANDSCAPE PLAN SOUTHWEST</p>	<p><b>R.A. Smith National</b> Beyond Surveying and Engineering</p> <p>www.ra-smithnational.com</p>	<p>DATE: 02/21/15 SCALE: 1" = 30' SHEET NUMBER: L103</p>
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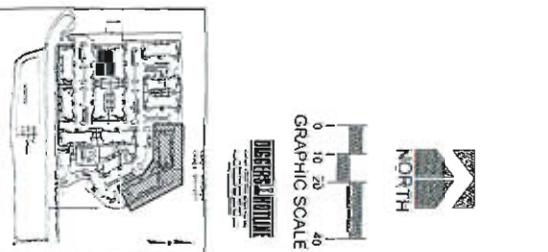
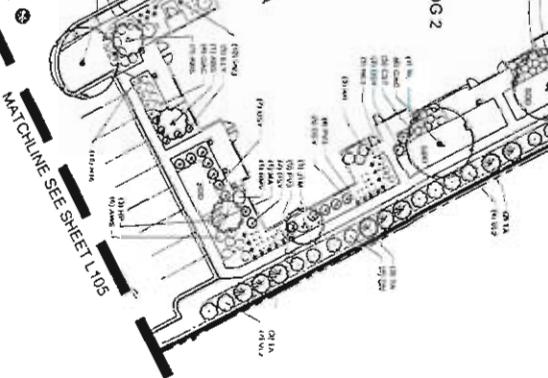
MATCHLINE SEE SHEET L101



MATCHLINE SEE SHEET L105

**PLANT SCHEDULE NORTH EAST L104**

SYMBOL	PLANT NAME	SIZE	QUANTITY
1	Plant Name	12" DB	10
2	Plant Name	18" DB	5
3	Plant Name	24" DB	3
4	Plant Name	36" DB	2
5	Plant Name	48" DB	1
6	Plant Name	60" DB	1
7	Plant Name	72" DB	1
8	Plant Name	84" DB	1
9	Plant Name	96" DB	1
10	Plant Name	108" DB	1
11	Plant Name	120" DB	1
12	Plant Name	132" DB	1
13	Plant Name	144" DB	1
14	Plant Name	156" DB	1
15	Plant Name	168" DB	1
16	Plant Name	180" DB	1
17	Plant Name	192" DB	1
18	Plant Name	204" DB	1
19	Plant Name	216" DB	1
20	Plant Name	228" DB	1
21	Plant Name	240" DB	1
22	Plant Name	252" DB	1
23	Plant Name	264" DB	1
24	Plant Name	276" DB	1
25	Plant Name	288" DB	1
26	Plant Name	300" DB	1
27	Plant Name	312" DB	1
28	Plant Name	324" DB	1
29	Plant Name	336" DB	1
30	Plant Name	348" DB	1
31	Plant Name	360" DB	1
32	Plant Name	372" DB	1
33	Plant Name	384" DB	1
34	Plant Name	396" DB	1
35	Plant Name	408" DB	1
36	Plant Name	420" DB	1
37	Plant Name	432" DB	1
38	Plant Name	444" DB	1
39	Plant Name	456" DB	1
40	Plant Name	468" DB	1
41	Plant Name	480" DB	1
42	Plant Name	492" DB	1
43	Plant Name	504" DB	1
44	Plant Name	516" DB	1
45	Plant Name	528" DB	1
46	Plant Name	540" DB	1
47	Plant Name	552" DB	1
48	Plant Name	564" DB	1
49	Plant Name	576" DB	1
50	Plant Name	588" DB	1
51	Plant Name	600" DB	1
52	Plant Name	612" DB	1
53	Plant Name	624" DB	1
54	Plant Name	636" DB	1
55	Plant Name	648" DB	1
56	Plant Name	660" DB	1
57	Plant Name	672" DB	1
58	Plant Name	684" DB	1
59	Plant Name	696" DB	1
60	Plant Name	708" DB	1
61	Plant Name	720" DB	1
62	Plant Name	732" DB	1
63	Plant Name	744" DB	1
64	Plant Name	756" DB	1
65	Plant Name	768" DB	1
66	Plant Name	780" DB	1
67	Plant Name	792" DB	1
68	Plant Name	804" DB	1
69	Plant Name	816" DB	1
70	Plant Name	828" DB	1
71	Plant Name	840" DB	1
72	Plant Name	852" DB	1
73	Plant Name	864" DB	1
74	Plant Name	876" DB	1
75	Plant Name	888" DB	1
76	Plant Name	900" DB	1
77	Plant Name	912" DB	1
78	Plant Name	924" DB	1
79	Plant Name	936" DB	1
80	Plant Name	948" DB	1
81	Plant Name	960" DB	1
82	Plant Name	972" DB	1
83	Plant Name	984" DB	1
84	Plant Name	996" DB	1
85	Plant Name	1008" DB	1
86	Plant Name	1020" DB	1
87	Plant Name	1032" DB	1
88	Plant Name	1044" DB	1
89	Plant Name	1056" DB	1
90	Plant Name	1068" DB	1
91	Plant Name	1080" DB	1
92	Plant Name	1092" DB	1
93	Plant Name	1104" DB	1
94	Plant Name	1116" DB	1
95	Plant Name	1128" DB	1
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103	Plant Name	1224" DB	1
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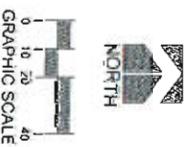
**GENERAL NOTES**

1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KENOSHA LANDSCAPE PLAN SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.
3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KENOSHA LANDSCAPE PLAN SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.
5. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KENOSHA LANDSCAPE PLAN SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.
7. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KENOSHA LANDSCAPE PLAN SPECIFICATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.
9. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KENOSHA LANDSCAPE PLAN SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF KENOSHA.

**LEGEND**

- 1. 3" X 1/4" WOODEN SIGNPOSTS
- 2. 1" X 1/4" WOODEN SIGNPOSTS
- 3. 1/2" X 1/4" WOODEN SIGNPOSTS
- 4. 1/4" X 1/4" WOODEN SIGNPOSTS

PRICING SET  
NOT FOR  
CONSTRUCTION



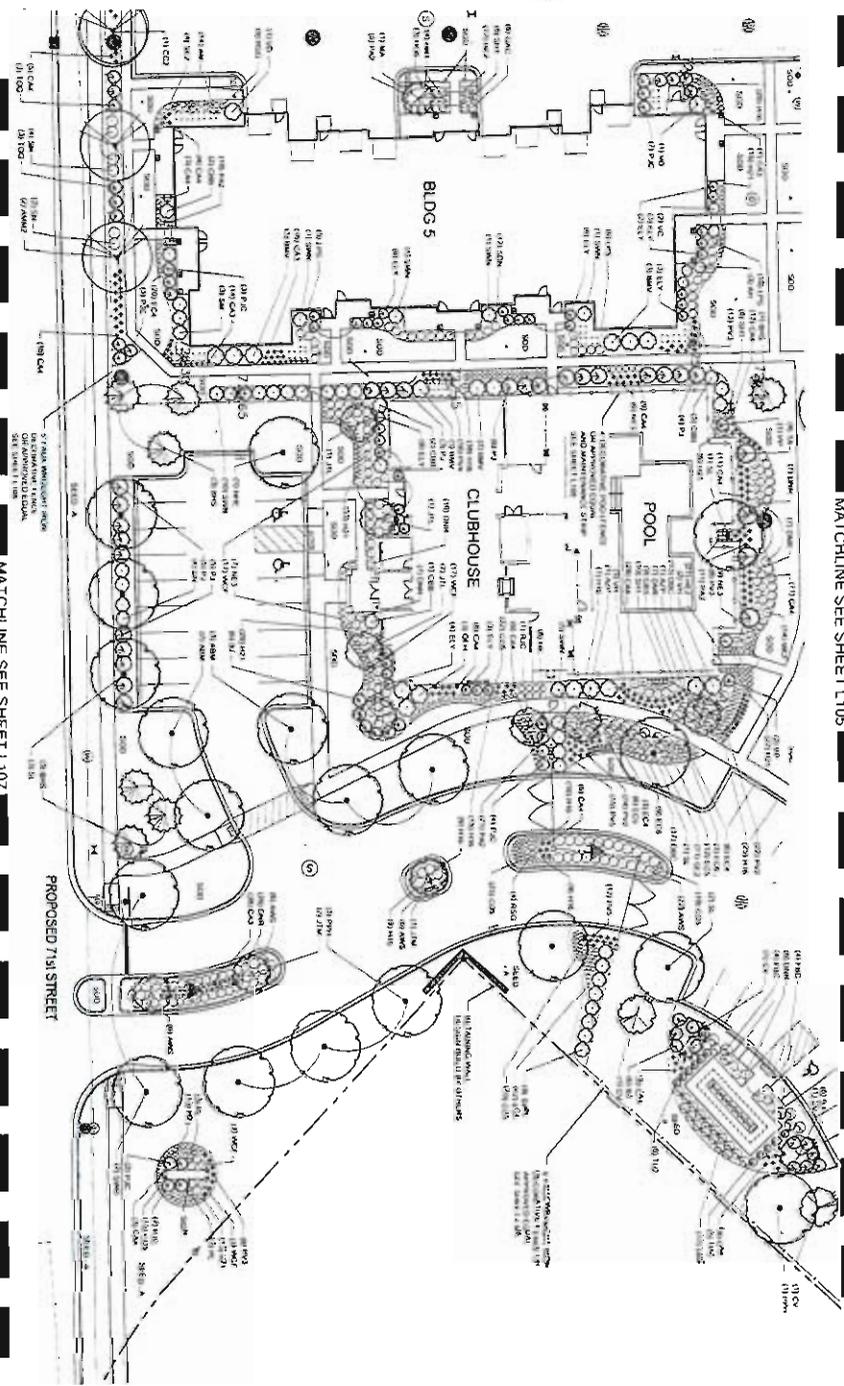
**R.A. Smith National**  
Beyond Surveying and Engineering  
www.rasmithnational.com

DATE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

PROJECT: SPRINGS AT KENOSHA  
SHEET NUMBER: L104

SPRINGS AT KENOSHA  
CITY OF KENOSHA, WI  
LANDSCAPE PLAN  
NORTHEAST





MATCHLINE SEE SHEET L107

PROPOSED 7th STREET

**PLANT SCHEDULE SOUTH EAST L106**

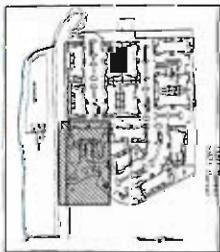
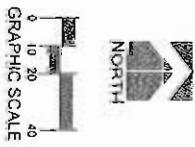
NO.	SYMBOL	PLANT NAME	SIZE	QUANTITY
1	(Symbol)	Plant Name	Size	Quantity
2	(Symbol)	Plant Name	Size	Quantity
3	(Symbol)	Plant Name	Size	Quantity
4	(Symbol)	Plant Name	Size	Quantity
5	(Symbol)	Plant Name	Size	Quantity
6	(Symbol)	Plant Name	Size	Quantity
7	(Symbol)	Plant Name	Size	Quantity
8	(Symbol)	Plant Name	Size	Quantity
9	(Symbol)	Plant Name	Size	Quantity
10	(Symbol)	Plant Name	Size	Quantity
11	(Symbol)	Plant Name	Size	Quantity
12	(Symbol)	Plant Name	Size	Quantity
13	(Symbol)	Plant Name	Size	Quantity
14	(Symbol)	Plant Name	Size	Quantity
15	(Symbol)	Plant Name	Size	Quantity
16	(Symbol)	Plant Name	Size	Quantity
17	(Symbol)	Plant Name	Size	Quantity
18	(Symbol)	Plant Name	Size	Quantity
19	(Symbol)	Plant Name	Size	Quantity
20	(Symbol)	Plant Name	Size	Quantity
21	(Symbol)	Plant Name	Size	Quantity
22	(Symbol)	Plant Name	Size	Quantity
23	(Symbol)	Plant Name	Size	Quantity
24	(Symbol)	Plant Name	Size	Quantity
25	(Symbol)	Plant Name	Size	Quantity
26	(Symbol)	Plant Name	Size	Quantity
27	(Symbol)	Plant Name	Size	Quantity
28	(Symbol)	Plant Name	Size	Quantity
29	(Symbol)	Plant Name	Size	Quantity
30	(Symbol)	Plant Name	Size	Quantity

NO.	SYMBOL	PLANT NAME	SIZE	QUANTITY
31	(Symbol)	Plant Name	Size	Quantity
32	(Symbol)	Plant Name	Size	Quantity
33	(Symbol)	Plant Name	Size	Quantity
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43	(Symbol)	Plant Name	Size	Quantity
44	(Symbol)	Plant Name	Size	Quantity
45	(Symbol)	Plant Name	Size	Quantity
46	(Symbol)	Plant Name	Size	Quantity
47	(Symbol)	Plant Name	Size	Quantity
48	(Symbol)	Plant Name	Size	Quantity
49	(Symbol)	Plant Name	Size	Quantity
50	(Symbol)	Plant Name	Size	Quantity

**GENERAL NOTES**

1. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
2. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
3. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
4. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
5. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
6. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
7. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
8. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
9. All plants shall be installed in accordance with the specifications and quantities shown on this plan.
10. All plants shall be installed in accordance with the specifications and quantities shown on this plan.

**PRICING SET NOT FOR CONSTRUCTION**



SPRINGS AT KENOSHA  
CITY OF KENOSHA, WI

LANDSCAPE PLAN  
SOUTHEAST

**R.A. Smith National**

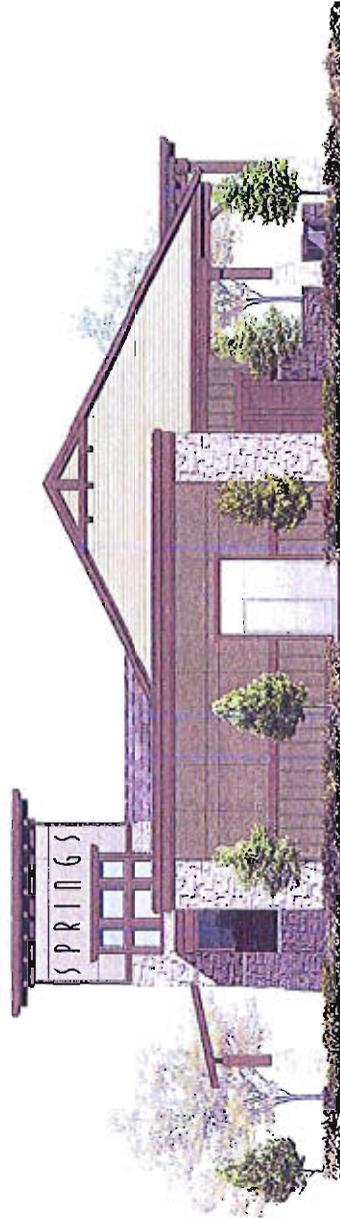
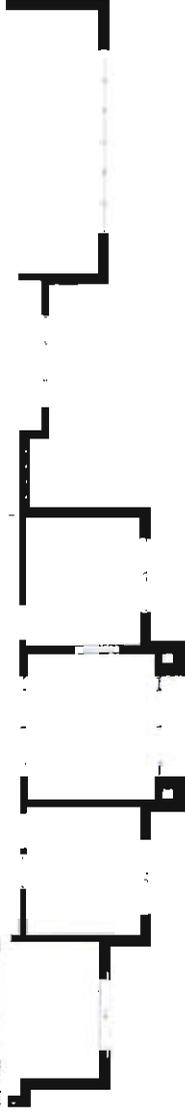
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and Engineering

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SHEET NUMBER  
**L106**

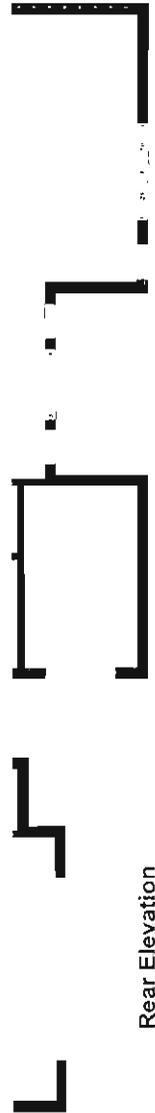


Front Elevation

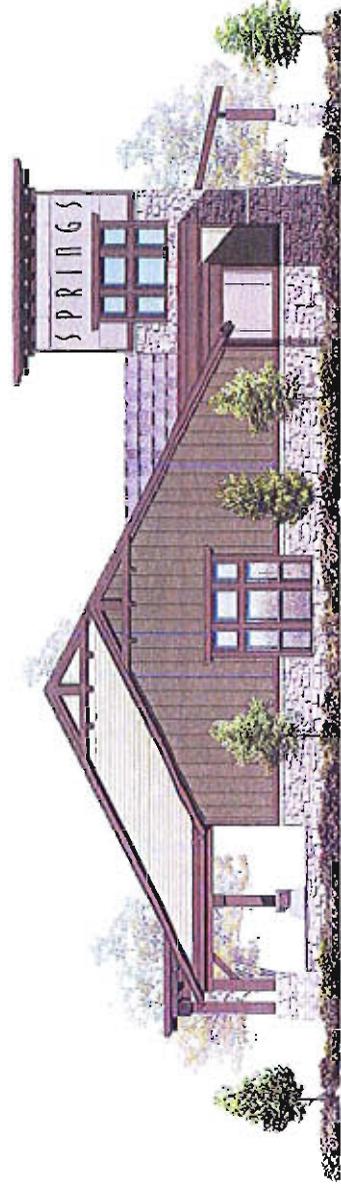


Right Side Elevation



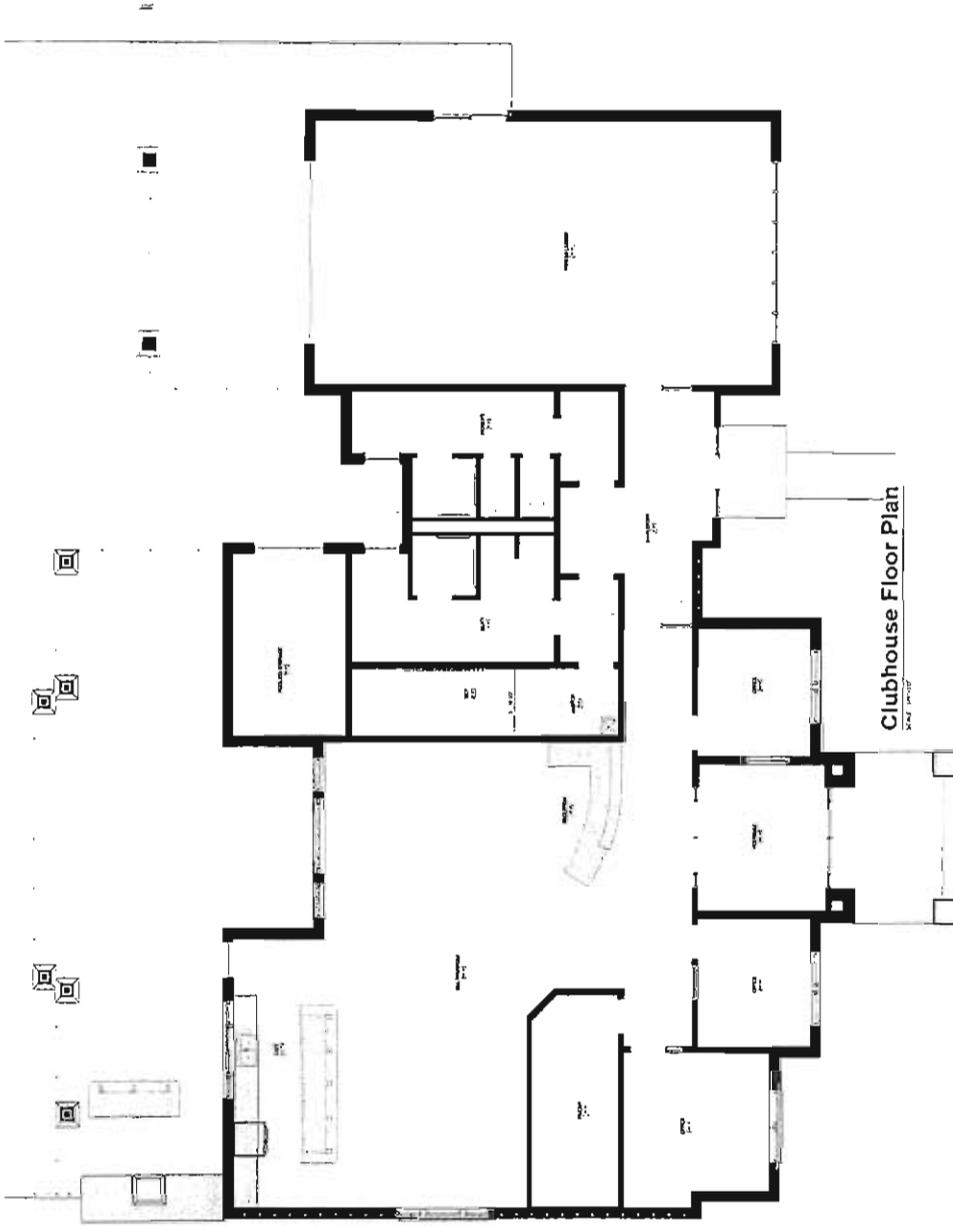


Rear Elevation



Left Side Elevation





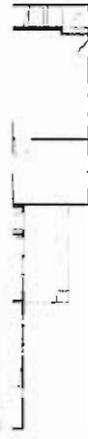
Clubhouse Floor Plan



Front Elevation



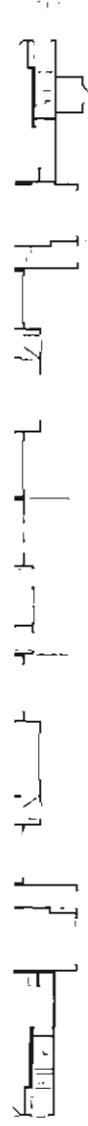
Left Elevation



Right Elevation



Rear Elevation





**Front Elevation**



**Left Elevation**

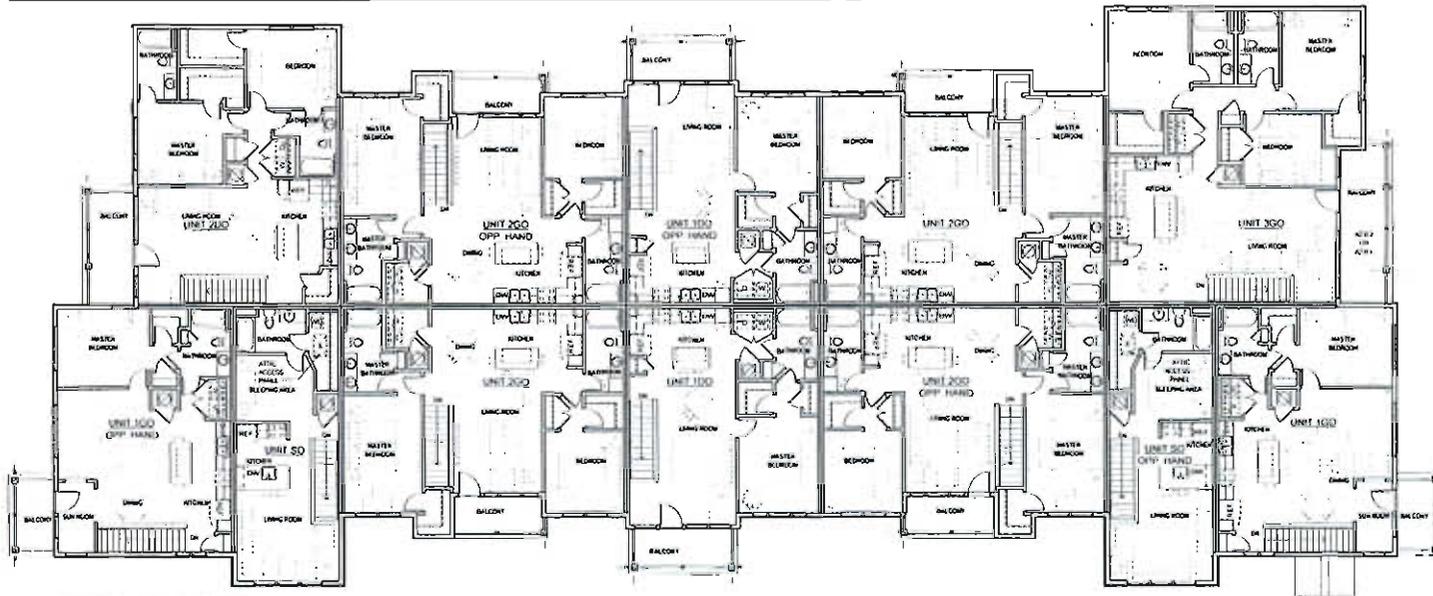


**Right Elevation**



**Rear Elevation**





(2) SECOND FLOOR PLAN - BUILDING TYPE B20  
1/8" = 1'-0"



(1) FIRST FLOOR PLAN - BUILDING TYPE B20  
1/8" = 1'-0"

**BUILDING AREA CALCULATIONS**

**FIRST FLOOR AREA:** 10,000 SF  
 (INCLUDES COMMON AREAS AND UNITS, EXCEPT BALCONIES, PATIOS, AND PORCHES)  
**SECOND FLOOR AREA:** 10,000 SF  
 (INCLUDES COMMON AREAS AND UNITS, EXCEPT BALCONIES, PATIOS, AND PORCHES)  
**TOTAL BUILDING AREA:** 20,000 SF  
**TOTAL HEATED LIVING AREA:** 18,000 SF  
**TOTAL HEATED PRIVATE GARAGE AREA:** 1,500 SF  
**TOTAL HEATED AREA:** 19,500 SF  
**NOTE:** TOTAL BUILDING AREA DOES NOT INCLUDE BALCONIES, PATIOS, AND PORCHES.  
**RESIDENTIAL PRIVATE GARAGE AREAS:** 1,500 SF  
**TOTAL PRIVATE GARAGE COVERED AREA:** 1,500 SF  
**NOTE:** ALL GARAGES ARE PRIVATE GARAGES. THERE IS NO COMMON GARAGE AREA.

**BUILDING TYPE B20**



RESIDENTIAL UNIT TYPES, NUMBER OF UNITS, AND TOTAL SQUARE FEET

UNIT TYPE	MAJOR	MINOR	TOTAL	SQ. FT.
UNIT 100	1	0	1	1,000
UNIT 101	1	0	1	1,000
UNIT 102	1	0	1	1,000
UNIT 103	1	0	1	1,000
UNIT 104	1	0	1	1,000
UNIT 105	1	0	1	1,000
UNIT 106	1	0	1	1,000
UNIT 107	1	0	1	1,000
UNIT 108	1	0	1	1,000
UNIT 109	1	0	1	1,000
UNIT 110	1	0	1	1,000
UNIT 200	1	0	1	1,000
UNIT 201	1	0	1	1,000
UNIT 202	1	0	1	1,000
UNIT 203	1	0	1	1,000
UNIT 204	1	0	1	1,000
UNIT 205	1	0	1	1,000
UNIT 206	1	0	1	1,000
UNIT 207	1	0	1	1,000
UNIT 208	1	0	1	1,000
UNIT 209	1	0	1	1,000
UNIT 210	1	0	1	1,000
<b>TOTAL</b>	<b>20</b>	<b>0</b>	<b>20</b>	<b>20,000</b>

Revisions

CONSTRUCTION DOCUMENTS

Issued Date: MARCH 21, 2015

SPRINGS AT KENOSHA

KENOSHA, WI

Project No: 214006.09

Sheet Title: FIRST & SECOND FLOOR PLAN

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 1110 SOUTH WASHINGTON AVENUE, MILWAUKEE, WISCONSIN 53233  
 PH: 414.224.1100 FAX: 414.224.1101  
 WWW.KSLATER.COM  
 SHEET NO: A1.8.15

**LEGEND**

1. GENERAL NOTES

**GENERAL NOTES**

1. PROVIDE MATERIALS AND FINISHES AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
3. PROVIDE ALL NECESSARY CONNECTIONS AND DETAILS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
4. PROVIDE ALL NECESSARY PROTECTIVE WORK AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
5. PROVIDE ALL NECESSARY FINISHES AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
6. PROVIDE ALL NECESSARY MATERIALS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.
7. PROVIDE ALL NECESSARY COMPONENTS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

**EXTERIOR FINISH COLORS**

PAINTS BY TRIMBLE BRAND

1. EXTERIOR WALLS: TRIMBLE BRAND PAINTS

2. ROOFING: TRIMBLE BRAND ROOFING

3. FLOORING: TRIMBLE BRAND FLOORING

4. CEILING: TRIMBLE BRAND CEILING

5. INTERIORS: TRIMBLE BRAND INTERIORS

**MATERIALS AND COMPONENTS**

1. ROOFING: TRIMBLE BRAND ROOFING

2. FLOORING: TRIMBLE BRAND FLOORING

3. CEILING: TRIMBLE BRAND CEILING

4. INTERIORS: TRIMBLE BRAND INTERIORS

5. EXTERIOR WALLS: TRIMBLE BRAND PAINTS

6. ROOFING: TRIMBLE BRAND ROOFING

7. FLOORING: TRIMBLE BRAND FLOORING

8. CEILING: TRIMBLE BRAND CEILING

9. INTERIORS: TRIMBLE BRAND INTERIORS

10. EXTERIOR WALLS: TRIMBLE BRAND PAINTS

**PLAN & SECTION KEYED NOTES**

1. PROVIDE ALL NECESSARY MATERIALS AND FINISHES AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

3. PROVIDE ALL NECESSARY CONNECTIONS AND DETAILS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

4. PROVIDE ALL NECESSARY PROTECTIVE WORK AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

5. PROVIDE ALL NECESSARY FINISHES AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

6. PROVIDE ALL NECESSARY MATERIALS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

7. PROVIDE ALL NECESSARY COMPONENTS AS SHOWN ON THESE PLANS UNLESS OTHERWISE NOTED.

**ATTIC VENTILATION SCHEDULE**

Area	Area	Area	Area	Area	Area
ATTIC AREA					
ATTIC AREA					
ATTIC AREA					
ATTIC AREA					
ATTIC AREA					
ATTIC AREA					

**CONSTRUCTION DOCUMENTS**

Drawing Title: TYPE 66 GARAGE BUILDING PLANS, ELEVATIONS AND SECTIONS

Project No: 214006-09

Sheet No: A1.G.11

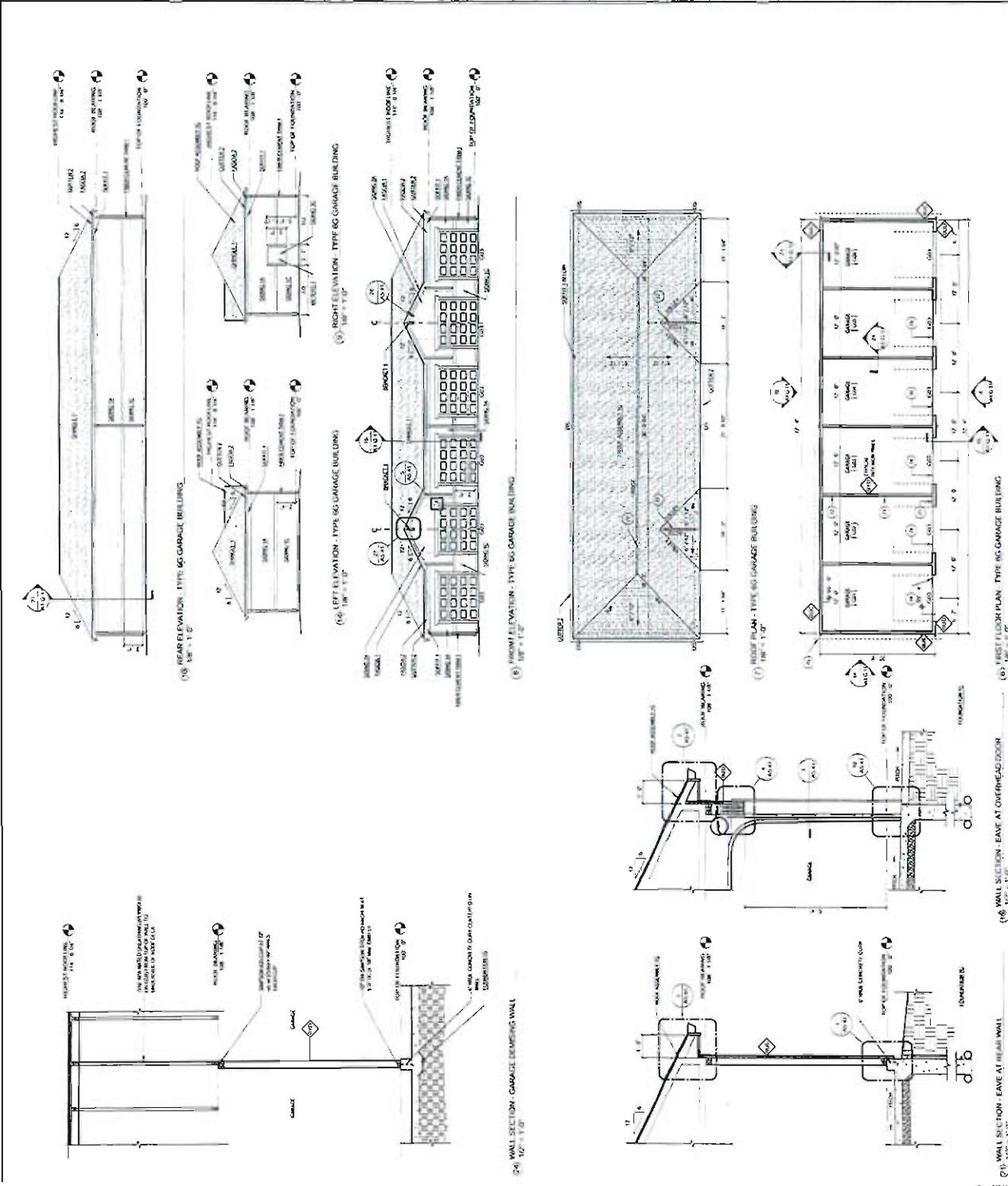
REVISIONS

DATE: 04/03/17

BY: [Signature]

DATE: 04/03/17

BY: [Signature]



**CONSTRUCTION DOCUMENTS**

Drawing Title: TYPE 66 GARAGE BUILDING PLANS, ELEVATIONS AND SECTIONS

Project No: 214006-09

Sheet No: A1.G.11

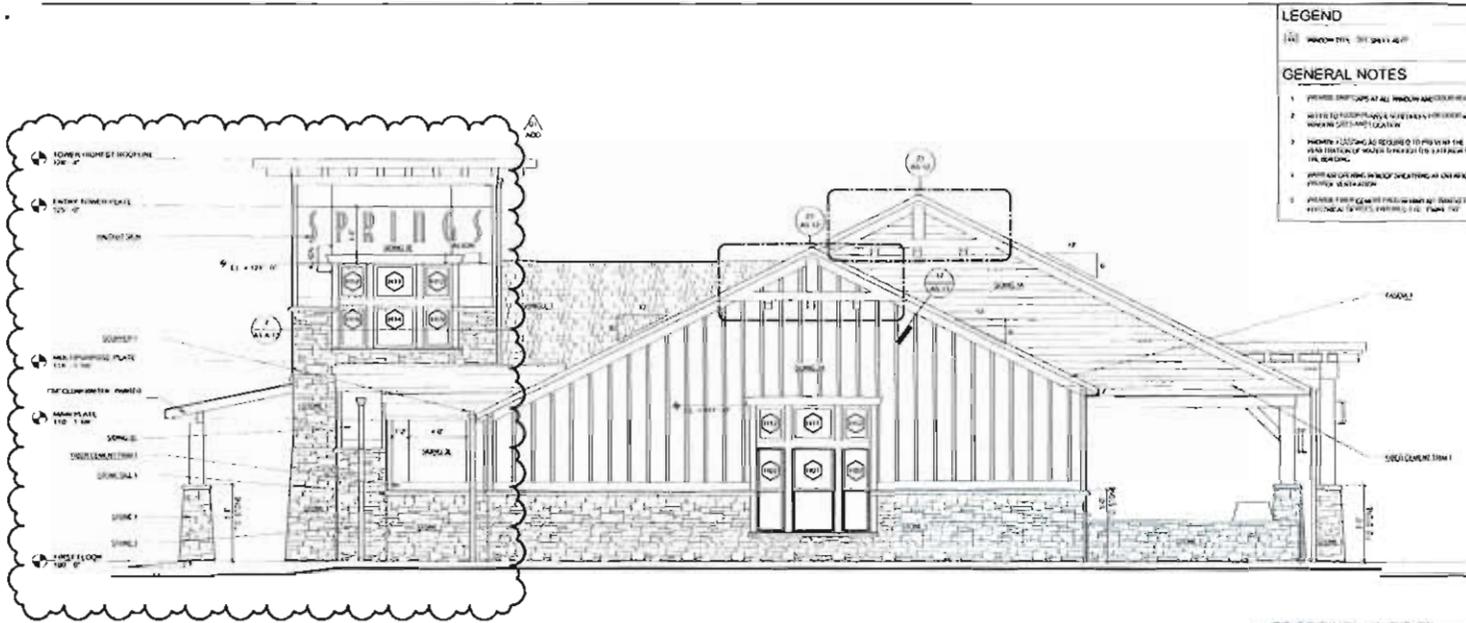
REVISIONS

DATE: 04/03/17

BY: [Signature]

DATE: 04/03/17

BY: [Signature]



**LEGEND**

1. 1/2\"/>

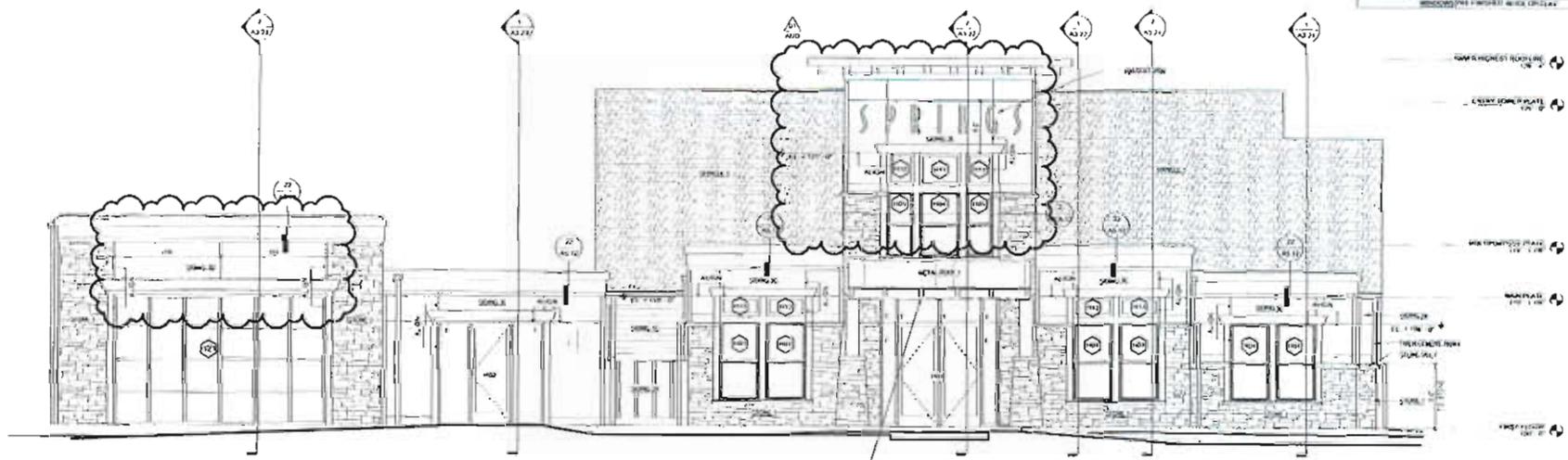
**MATERIALS AND COMPONENTS**

ITEM	DESCRIPTION
STONE	... (text partially obscured)
WOOD	... (text partially obscured)
GLASS	... (text partially obscured)
... (other items)	... (text partially obscured)

**EXTERIOR FINISH COLORS**

ITEM	DESCRIPTION
STONE	... (text partially obscured)
WOOD	... (text partially obscured)
GLASS	... (text partially obscured)
... (other items)	... (text partially obscured)

(2) RIGHT ELEVATION - CLUBHOUSE  
1/4" = 1'-0"



(1) FRONT ELEVATION - CLUBHOUSE  
1/4" = 1'-0"

Revised  
5/8/2015 ADDENDUM 01

CONSTRUCTION DOCUMENTS

Issued Date  
MARCH 24, 2015

SPRINGS AT KENOSHA

KENOSHA, WI

Project No:  
214006 09

Sheet No:  
EXTERIOR ELEVATIONS - CLUBHOUSE

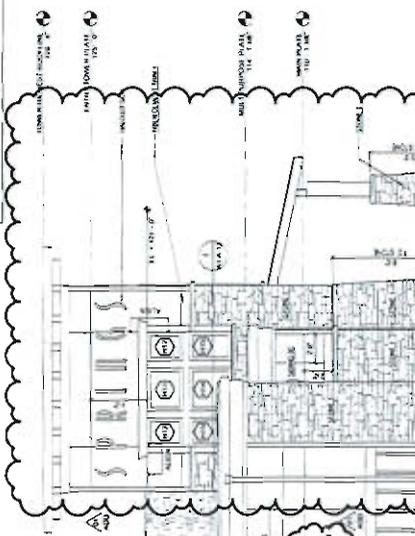
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111 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53233  
Telephone: 312.552.7000 Fax: 312.552.7011  
www.kahlerslater.com

Sheet No.  
A2.A.1

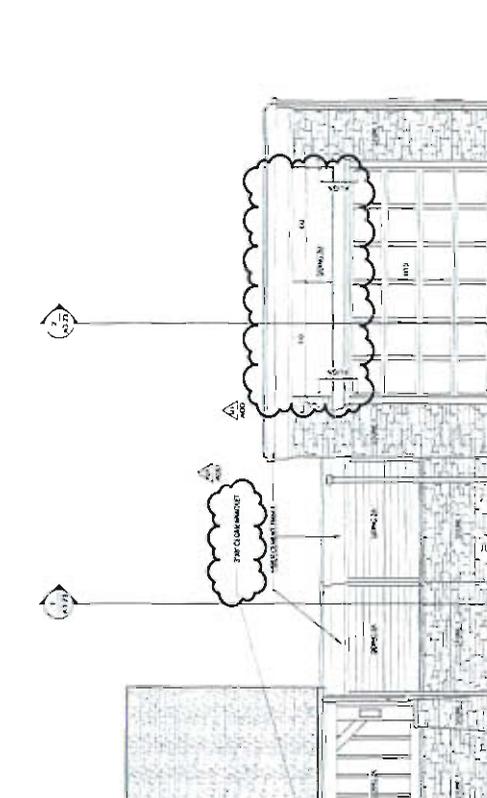
**LEGEND**  
(A) MATERIALS AND COMPONENTS  
**GENERAL NOTES**  
1. FINISHES SHOWN ON THIS DRAWING ARE TO BE USED UNLESS OTHERWISE NOTED.  
2. REFER TO THE SPECIFICATIONS FOR THE MATERIALS AND FINISHES.  
3. REFER TO THE SPECIFICATIONS FOR THE MATERIALS AND FINISHES.  
4. REFER TO THE SPECIFICATIONS FOR THE MATERIALS AND FINISHES.  
5. REFER TO THE SPECIFICATIONS FOR THE MATERIALS AND FINISHES.

**MATERIALS AND COMPONENTS**  
ITEM NO. | DESCRIPTION | QUANTITY | UNIT | NOTES  
1 | ... | ... | ... | ...  
2 | ... | ... | ... | ...  
3 | ... | ... | ... | ...  
4 | ... | ... | ... | ...  
5 | ... | ... | ... | ...

**EXTERIOR FINISH COLORS**  
COLOR NAME | COLOR CODE | NOTES  
1 | ... | ...  
2 | ... | ...  
3 | ... | ...  
4 | ... | ...  
5 | ... | ...



(2) LEFT ELEVATION CLUBHOUSE  
1/8" = 1'-0"



(1) REAR ELEVATION CLUBHOUSE  
1/8" = 1'-0"

**REVISIONS**

NO.	DATE	DESCRIPTION
1	...	...
2	...	...
3	...	...

**LEGEND**

(15) MODERNITY 913 SHIPWAY

**GENERAL NOTES**

1. PROVIDE SHIPWAY WITH AN ANGLE AND COVERING.
2. PROVIDE SHIPWAY WITH AN ANGLE AND COVERING.
3. PROVIDE SHIPWAY WITH AN ANGLE AND COVERING.
4. PROVIDE SHIPWAY WITH AN ANGLE AND COVERING.
5. PROVIDE SHIPWAY WITH AN ANGLE AND COVERING.

**MATERIALS AND COMPONENTS**

1. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

2. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

3. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

4. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

5. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

**EXTERIOR FINISH COLORS**

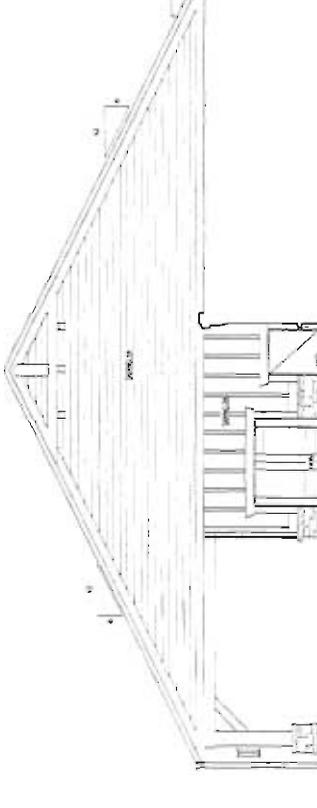
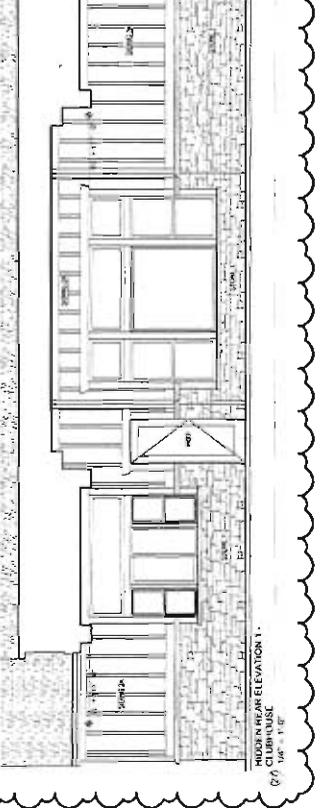
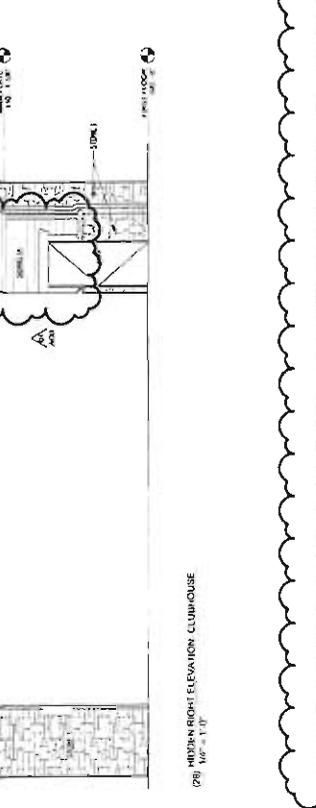
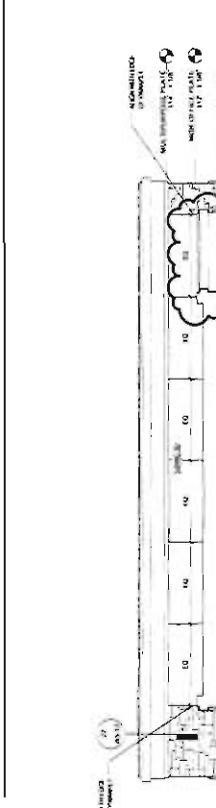
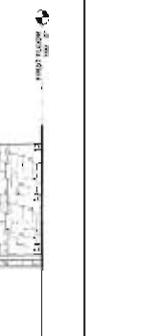
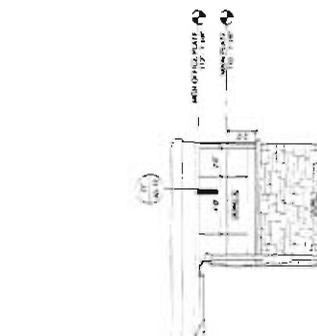
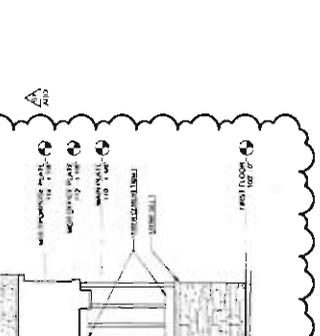
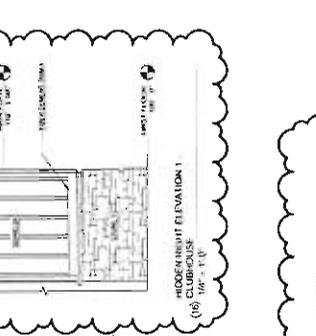
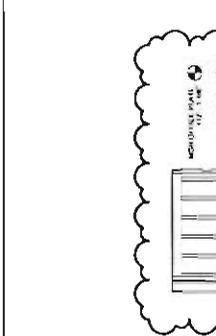
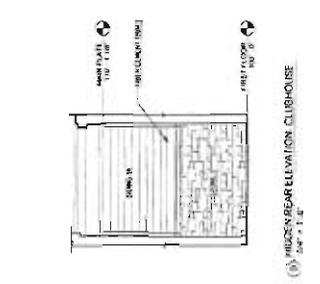
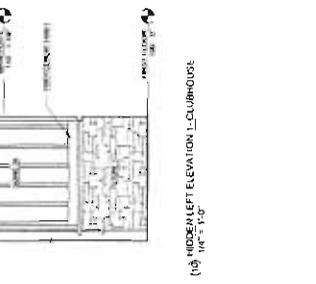
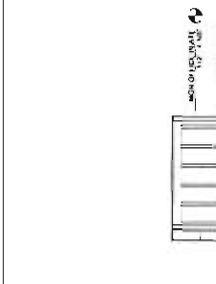
1. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

2. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

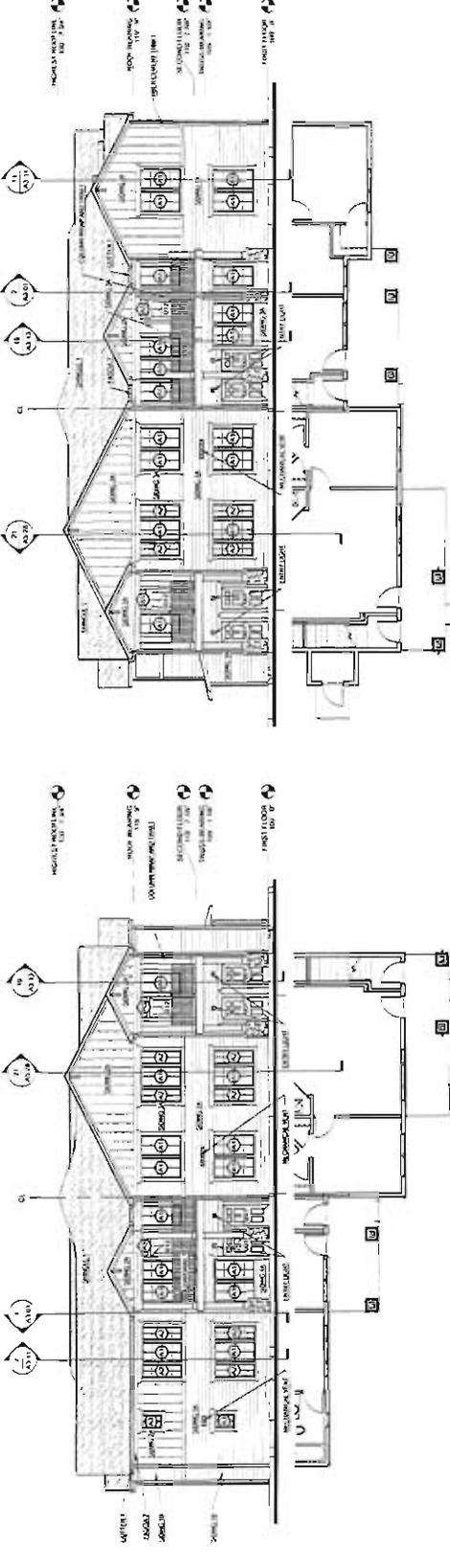
3. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

4. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

5. BRICK: COMMON BRICK, 2 1/2" x 3 1/2" x 8" (NOMINAL), TYPE N, FACE BRICK, PERMANENTLY BURNED, WITH A MINIMUM OF 10% SOLID BRICK.

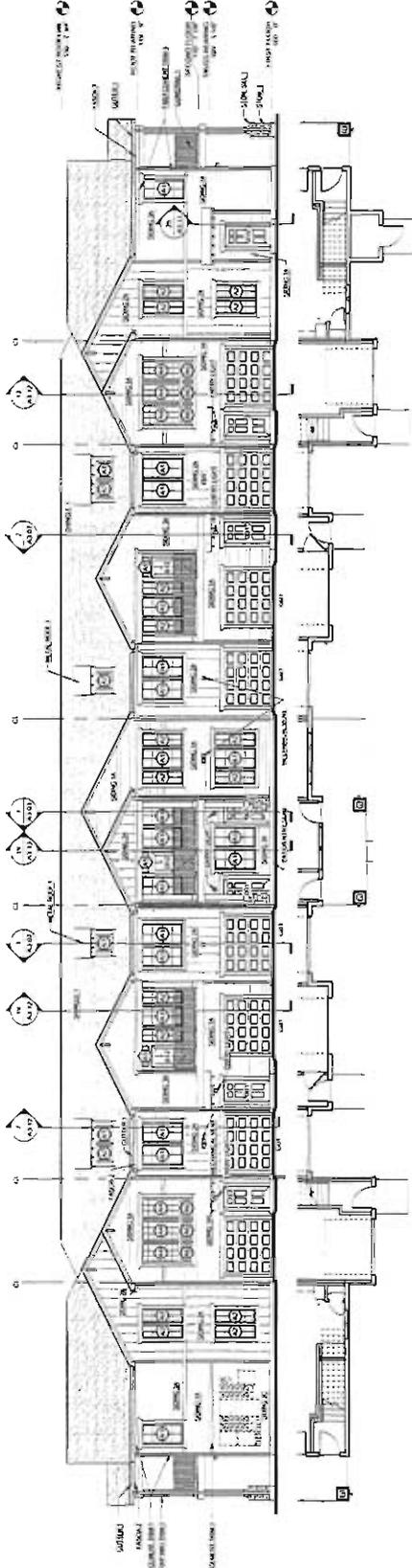


CONSTRUCTION DOCUMENTS  
214005-09  
EXTERIOR PARTIAL ELEVATIONS - CLUBHOUSE



(2) RIGHT ELEVATION BUILDING TYPE B20 TYPE 1  
1/8" = 1' 0"

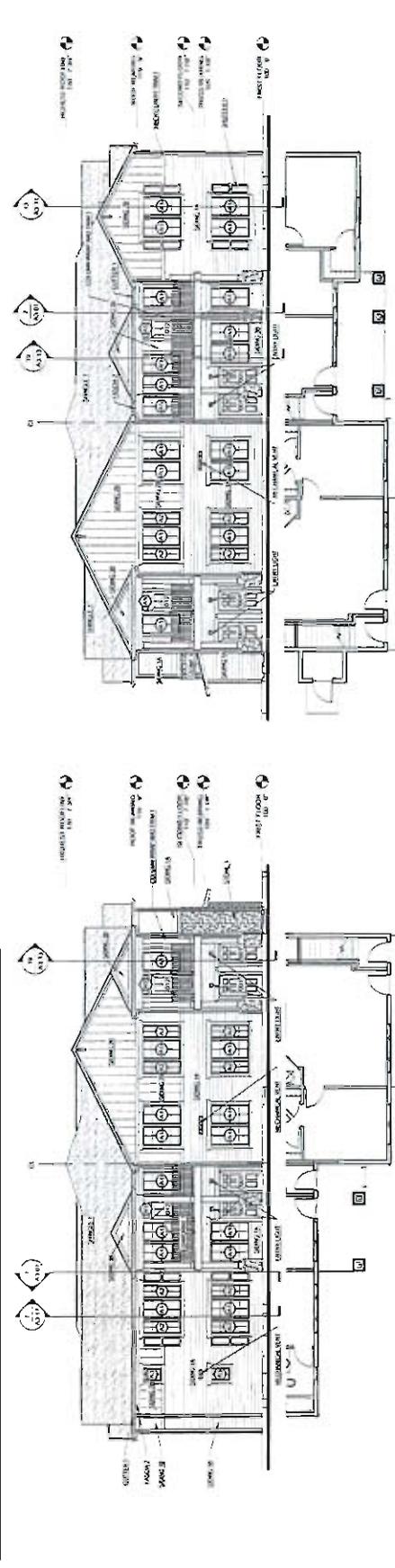
(3) LEFT ELEVATION BUILDING TYPE B20 TYPE 1  
1/8" = 1' 0"



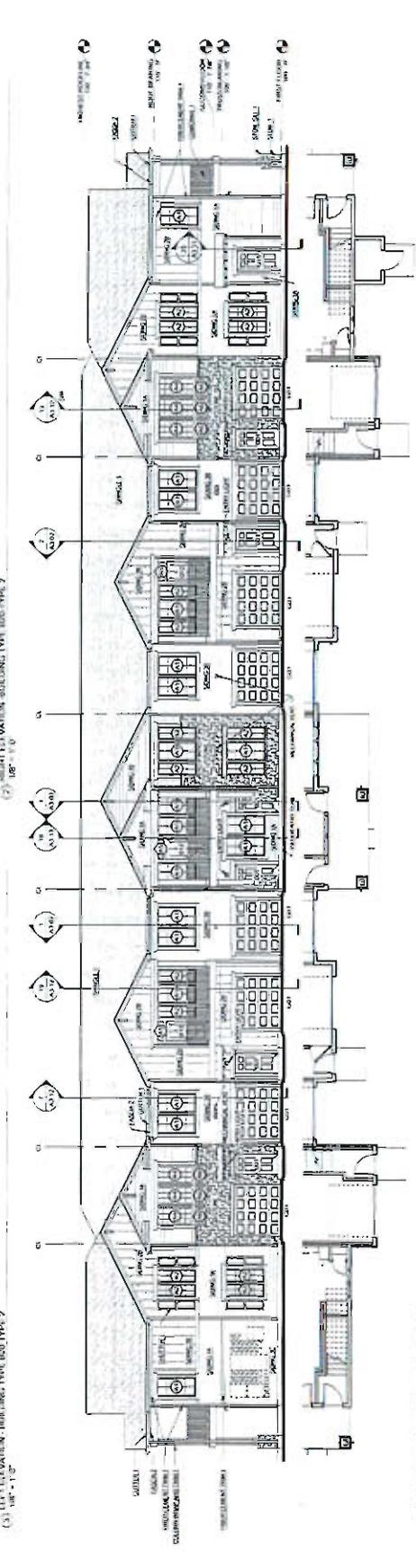
(4) REAR ELEVATION BUILDING TYPE B20 TYPE 1  
1/8" = 1' 0"

GENERAL NOTES	MATERIALS AND COMPONENTS	EXTERIOR FINISH COLORS	KEY PLAN
<p>1. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>2. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>3. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>4. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>5. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>6. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>7. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>8. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>9. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>10. FINISH MATERIALS TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p>	<p><b>TYPE 1 - DORMERS - STONE ON COLUMNS ONLY</b></p> <p>STONE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>WOOD: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GLASS: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ROOFING: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PAINT: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>IRON: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>STEEL: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>COPPER: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ZINC: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ALUMINUM: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BRASS: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BRONZE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLACK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>WHITE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GRAY: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BROWN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GREEN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLUE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PURPLE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PINK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ORANGE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>RED: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>YELLOW: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLACK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>WHITE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GRAY: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BROWN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GREEN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLUE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PURPLE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PINK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ORANGE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>RED: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>YELLOW: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p>	<p><b>EXTERIOR FINISH COLORS</b></p> <p>STONE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>WOOD: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GLASS: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ROOFING: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PAINT: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>IRON: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>STEEL: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>COPPER: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ZINC: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ALUMINUM: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BRASS: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BRONZE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLACK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>WHITE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GRAY: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BROWN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>GREEN: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>BLUE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PURPLE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>PINK: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>ORANGE: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>RED: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p> <p>YELLOW: FINISH MATERIAL TO BE USED AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.</p>	





(1) FRONT ELEVATION - BUILDING TYPE B02 TYPE 2  
 10'0" x 11'0"



(2) REAR ELEVATION - BUILDING TYPE B02 TYPE 2  
 10'0" x 11'0"

**GENERAL NOTES**

1. FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE ARCHITECT'S SPECIFICATIONS.
5. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE ARCHITECT'S SPECIFICATIONS.

**LEGEND**

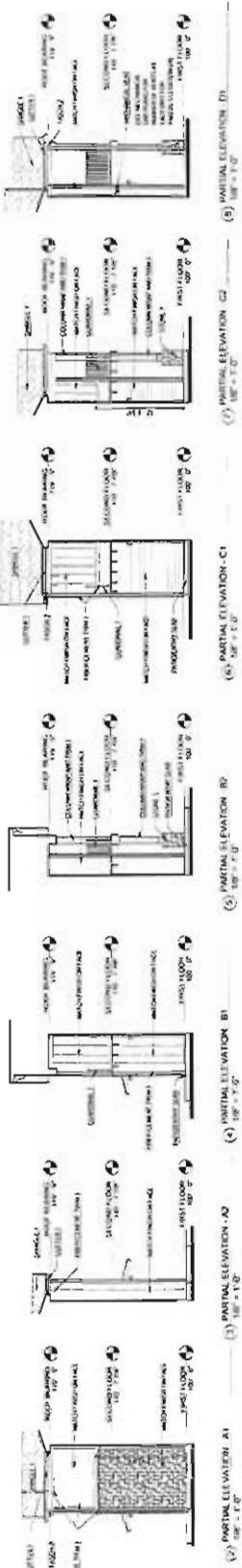
- (1) FRONT ELEVATION - BUILDING TYPE B02 TYPE 2
- (2) REAR ELEVATION - BUILDING TYPE B02 TYPE 2

**MATERIALS AND COMPONENTS**

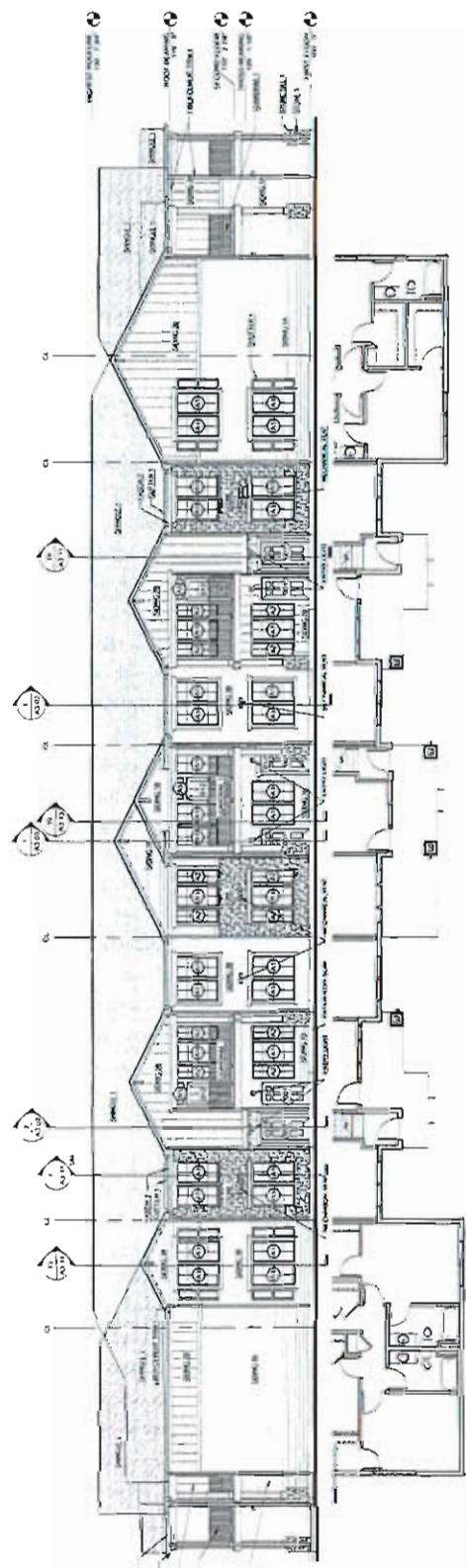
**EXTERIOR FINISH COLORS**

**TYPE 2**  
 - NO DORMERS  
 - STONE ON BUILDINGS AS INDICATED

**KEY PLAN**



NOTE: ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
ALL FINISHES SHALL BE TO FACE UNLESS OTHERWISE NOTED.



(1) FACADE ELEVATION - BUILDING TYPE B20 TYPE 2

<p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"> <li>1. FINISHES SHALL BE TO FACE UNLESS OTHERWISE NOTED.</li> <li>2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</li> <li>3. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</li> <li>4. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</li> <li>5. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</li> </ol>	<p><b>MATERIALS AND COMPONENTS</b></p> <p>EXTERIOR FINISH COLORS</p> <p>EXTERIOR FINISH COMPONENTS</p> <p>EXTERIOR FINISH MATERIALS</p>	<p><b>MATERIALS AND COMPONENTS</b></p> <p>EXTERIOR FINISH COLORS</p> <p>EXTERIOR FINISH COMPONENTS</p> <p>EXTERIOR FINISH MATERIALS</p>	<p><b>MATERIALS AND COMPONENTS</b></p> <p>EXTERIOR FINISH COLORS</p> <p>EXTERIOR FINISH COMPONENTS</p> <p>EXTERIOR FINISH MATERIALS</p>	<p><b>KEY PLAN</b></p>
<p><b>LEGEND</b></p> <p>1. FINISHES SHALL BE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</p> <p>3. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</p> <p>4. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</p> <p>5. ALL MATERIALS SHALL BE TO FACE UNLESS OTHERWISE NOTED.</p>				

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Approve a Four-Lot Certified Survey Map for property at 12742 71st Street. (North Shore Bank/Springs at Kenosha) (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 before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** 71st Street, West of 125th Avenue

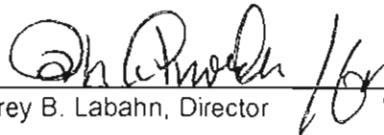
1. The Certified Survey Map would split the current parcel to create:
  - a. Two (2) lots - Phase One and the future Phase Two.
  - b. Two (2) outlots - stormwater basin and environmental areas
  - c. and dedicate public street rights-of-way.
2. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
3. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

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



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

RESOLUTION # \_\_\_\_\_ - 15

BY: THE MAYOR

TO APPROVE A FOUR-LOT CERTIFIED SURVEY MAP  
Property at 12742 71ST STREET (North Shore Bank/Springs of Kenosha)

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to one (1) parcel at 12742 71st Street is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. Payment of all Storm Water Utility fees and delinquent taxes prior to recording.
4. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. The comments in the Public Works memo dated November 19, 2015.
7. The comments in the Kenosha Water Utility memo dated November 19, 2015.
8. Legal descriptions comments as follows:
  - a. **Sheet 5:** Legal description reads, in part, "...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...", According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
  - b. **Sheet 5:** Legal description reads, in part, "thence North 88°56'29" East along said North line...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 88°57'13" East. *Sheet 1 contains the same error.*
  - c. **Sheet 5:** Legal description reads, in part, "...thence South 01°02'47" East along said West line 699.92 feet...". According to Certified Survey Map 2297, this line is 700.00 feet in length. *Sheet 1 contains the same error.*
  - d. **Sheet 5:** Legal description reads, in part, "Excepting therefrom a parcel...thence North 01°58'46" West along the East line of said Southwest 1/4 Section...". According to the CONTROL DATA USED BY THE CITY OF KENOSHA, and Certified Survey Map 2297 from which this land is being further subdivided, this line bears North 01°58'41" West. *Sheet 1 contains the same error.*
  - e. **Sheet 5:** Legal description reads, in part, "...10.08 feet to the point of beginning of said lands...". This point is approximately South 89°25'29" West 2.777 feet when platted against the exception area from Certified Survey Map 2297.

f. **Sheet 1:** Detail "A" shows one line with what appears to be three different dimensions. There is a dimension of 572.10 feet, 2.83 feet and 574.93 feet. The overall drawing shows two dimensions to this same line of 574.93 feet and 577.76 feet. If one changes the 574.93 feet dimension in Detail "A" to 577.76 feet and the 572.10 feet dimension to 574.93 feet, the discrepancy in Item 5 above is eliminated.

9. The proposed cross access Easement, across Outlot 1, from 7125 Street to the South Property line shall be moved west to provide a minimum one hundred twenty-five (125') feet from the building.

10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_  
Debra L. Salas, City Clerk-Treasurer

APPROVE: \_\_\_\_\_  
Keith G. Bosman, Mayor

Drafted by the Department of Community Development & Inspections  
/u2/acct/cj/ckays/ICPC/2015/DEC10/res-csm-Springs.doc



THE CITY OF  
**KENOSHA**  
PUBLIC WORKS  
ENGINEERING

TO: Brian Wilke, Development Coordinator

FROM: Shelly Billingsley, P.E.  
City Engineer

*Shelly Billingsley* 11-19-15

DATE: November 19, 2015

SUBJECT: REVIEW COMMENTS

Project Description: Springs at Kenosha Certified Survey Map Revised Dated Nov. 4, 2015

Location: 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

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

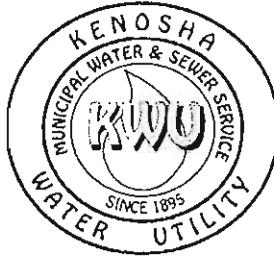
1. Written legal descriptions for all stormwater access and maintenance easements in recordable format.
2. Written legal descriptions for all temporary turn around easements in recordable format.
3. An interim Stormwater Utility bill will be required. If the interim Stormwater Utility bill is created in 2015 and the CSM is not recorded until 2016, an interim bill for 2016 may also be needed prior to recording.

cc: Cathy Austin; Greg Holverson; Kile Kuhlmeier; Gerard Koehler

**Engineering Services**

4401 Green Bay Road  
Kenosha WI 53144

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



*"Providing and Protecting Kenosha's Greatest Natural Resource"*

MEMO

To: Brian Wilke, Development Coordinator

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

Date: November 19, 2015

Subject: Springs at Kenosha Certified Survey Map Revised (Review #2)

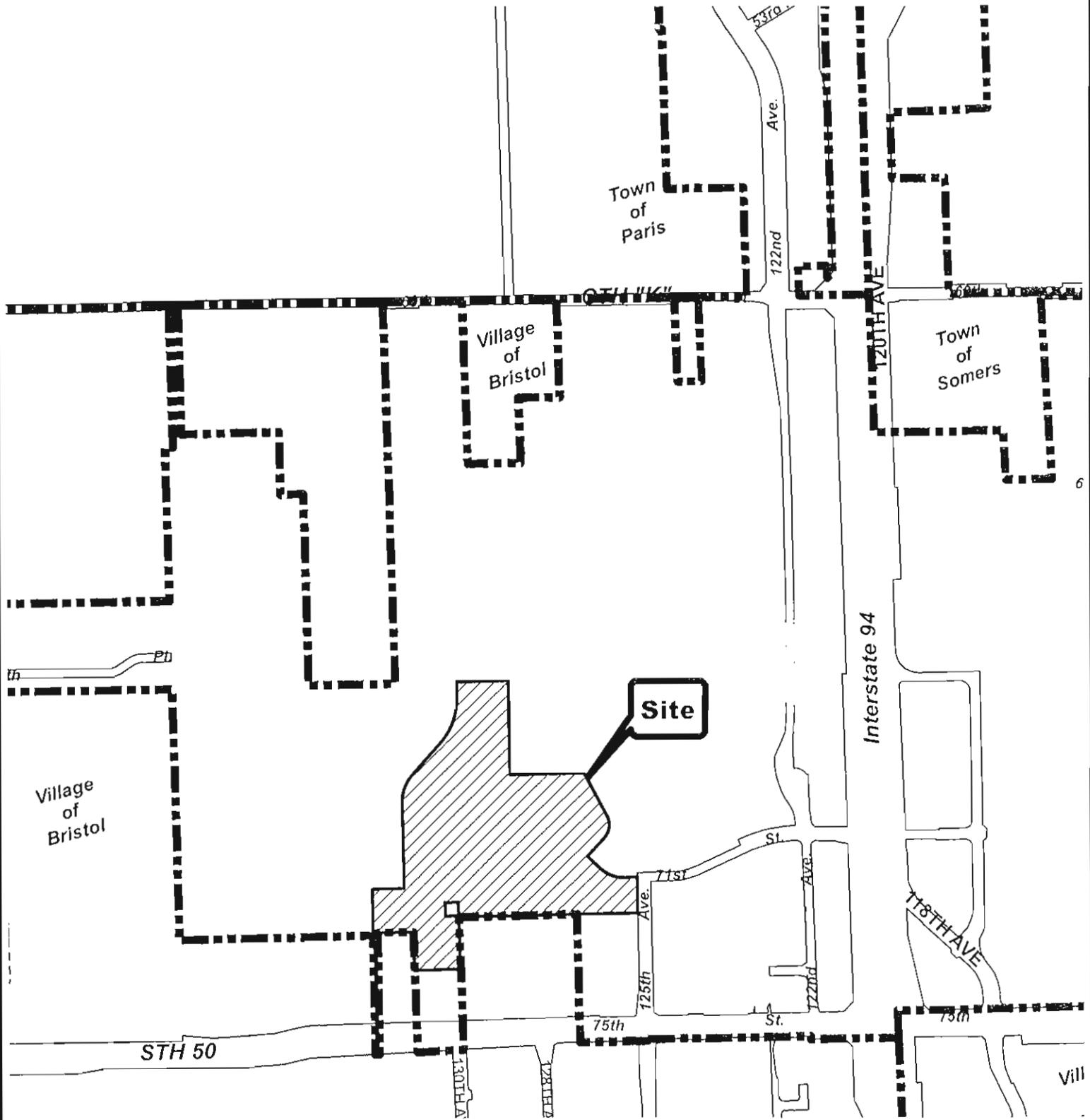
Location: 71<sup>st</sup> Street and 125<sup>th</sup> Avenue

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

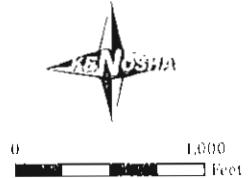
1. The CSM calls for the release of two easements along **the** south line of Outlot 1. The easement recorded as Document Number 797979 can be **released** as this was a temporary access easement. However, the easement **recorded** as Document Number 797977 cannot be released as this is for electrical service from the pump house to the water tower.

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

City of Kenosha  
Vicinity Map  
Springs at Kenosha - Certified Survey Map



..... Municipal Boundary



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

**MAILING INFORMATION**

**NAME OF PROJECT:** SPRINGS AT KENOSHA

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

Name and Address of Applicant (Please print):  
 CONTINENTAL 315 FUND LLC  
 C/O Continental Properties Company, Inc. ATTN: Erik Hahn  
 WI 34 N8675 Executive Parkway  
 Menomonee Falls, WI 53051  
 Phone: 262-502-5500  
 Fax: 262-502-5522  
 E-Mail: ehahn@cproperties.com

Name and Address of Architect/Engineer (Please print):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Name and Address of Property Owner (if other than applicant)(Please print):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): Lot 2 of CSM No. 2297. Tax Key No.: 03-121-01-420-212

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
 Fax: 262.653.4045

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

**SECTION 1  
CERTIFIED SURVEY MAP**

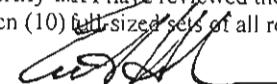
<b>Additional Information Required:</b>	<b>Number of Lots:</b> <u>FOUR (4)</u> <b>Zoning District:</b> <u>TRD-2</u> <b>Proposed Zoning Change, if any:</b> <u>N/A</u>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) copies of Certified Survey Map (Applicant to keep original)</li> <li>➤ Four (4) copies of Drainage Plan (when required)</li> <li>➤ Signed Checklist below</li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ 2-Lot Certified Survey Map = \$750</li> <li>➤ 3-Lot Certified Survey Map = \$800</li> <li>➤ 4-Lot Certified Survey Map = \$850</li> <li>➤ With a Developer's Agreement = \$1,500</li> <li>➤ Re-submittals = \$400</li> </ul> <p>Miscellaneous fees</p> <ul style="list-style-type: none"> <li>➤ All special assessments and taxes shall be paid prior to recording. The Department of Community Development and Inspections will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.</li> </ul>
<b>Park Fees:</b>	<ul style="list-style-type: none"> <li>➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.</li> </ul>
<b>Appendices to Review:</b>	<ul style="list-style-type: none"> <li>➤ D, E, F and G</li> </ul>
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)</li> </ul>

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

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

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

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

- Checklist to be completed and signed:**
- Floodplain limits of the 100 year recurrence interval flood
  - Location of any wetlands, shoreland, or other environmental areas (if applicable)  
**on plans**
- Plans to be submitted (when applicable)**
- Street plans and profiles
  - Sanitary sewer plans and profiles
  - Storm sewer plans
  - Grading/drainage plans
  - Water main plans and profiles
  - Erosion control plans
  - Landscape plans
- I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.
-   
\_\_\_\_\_  
Applicant's Signature

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT
- Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES

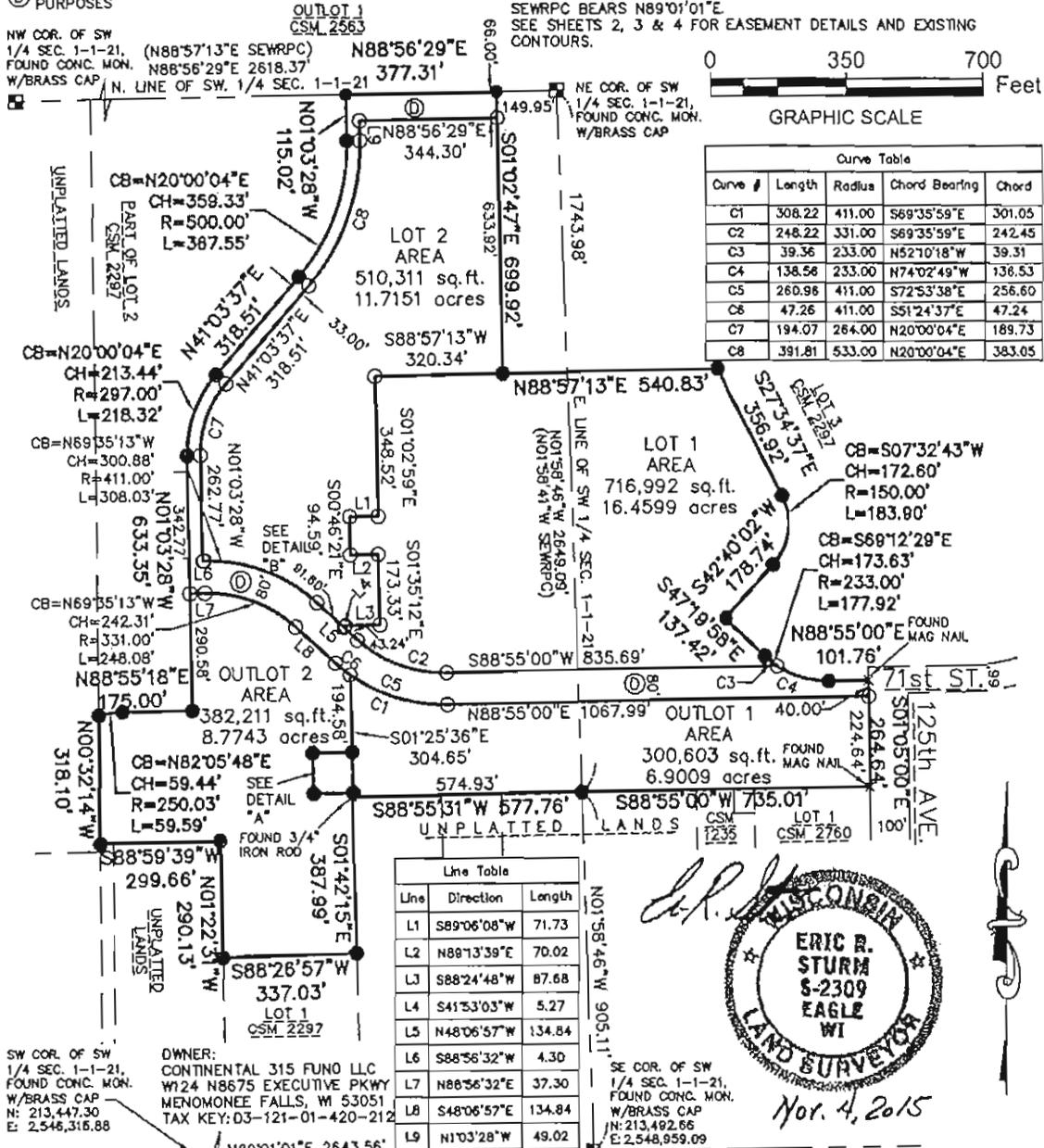
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.  
 ALL BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27). THE SOUTH LINE OF THE SW 1/4 OF SECTION 1, T 1 N, R 21 E, AS PUBLISHED BY SEWRPC BEARS N89°01'01"E.  
 SEE SHEETS 2, 3 & 4 FOR EASEMENT DETAILS AND EXISTING CONTOURS.

NW COR. OF SW 1/4 SEC. 1-1-21, (N88°57'13"E SEWRPC) FOUND CONC. MON. N88°56'29"E 2618.37' W/BRASS CAP

NE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	308.22	411.00	S69°35'59"E	301.05
C2	248.22	331.00	S69°35'59"E	242.45
C3	39.36	233.00	N52°10'18"W	39.31
C4	138.58	233.00	N74°02'49"W	136.53
C5	260.96	411.00	S72°53'38"E	256.60
C6	47.26	411.00	S51°24'37"E	47.24
C7	194.07	264.00	N20°00'04"E	189.73
C8	391.81	533.00	N20°00'04"E	383.05



Line Table		
Line	Direction	Length
L1	S89°06'08"W	71.73
L2	N88°13'39"E	70.02
L3	S88°24'48"W	87.68
L4	S41°53'03"W	5.27
L5	N48°06'57"W	134.84
L6	S88°56'32"W	4.30
L7	N88°56'32"E	37.30
L8	S48°06'57"E	134.84
L9	N1°03'28"W	49.02

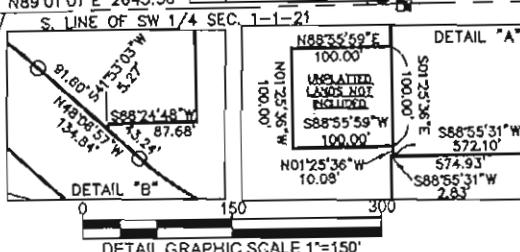
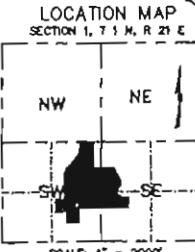


Nov. 4, 2015

SW COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP N: 213,447.30 E: 2,548,318.88

OWNER: CONTINENTAL 315 FUND LLC  
 W124 N8675 EXECUTIVE PKWY  
 MENOMONEE FALLS, WI 53051  
 TAX KEY: 03-121-01-420-212

SE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP N: 213,492.66 E: 2,548,959.09

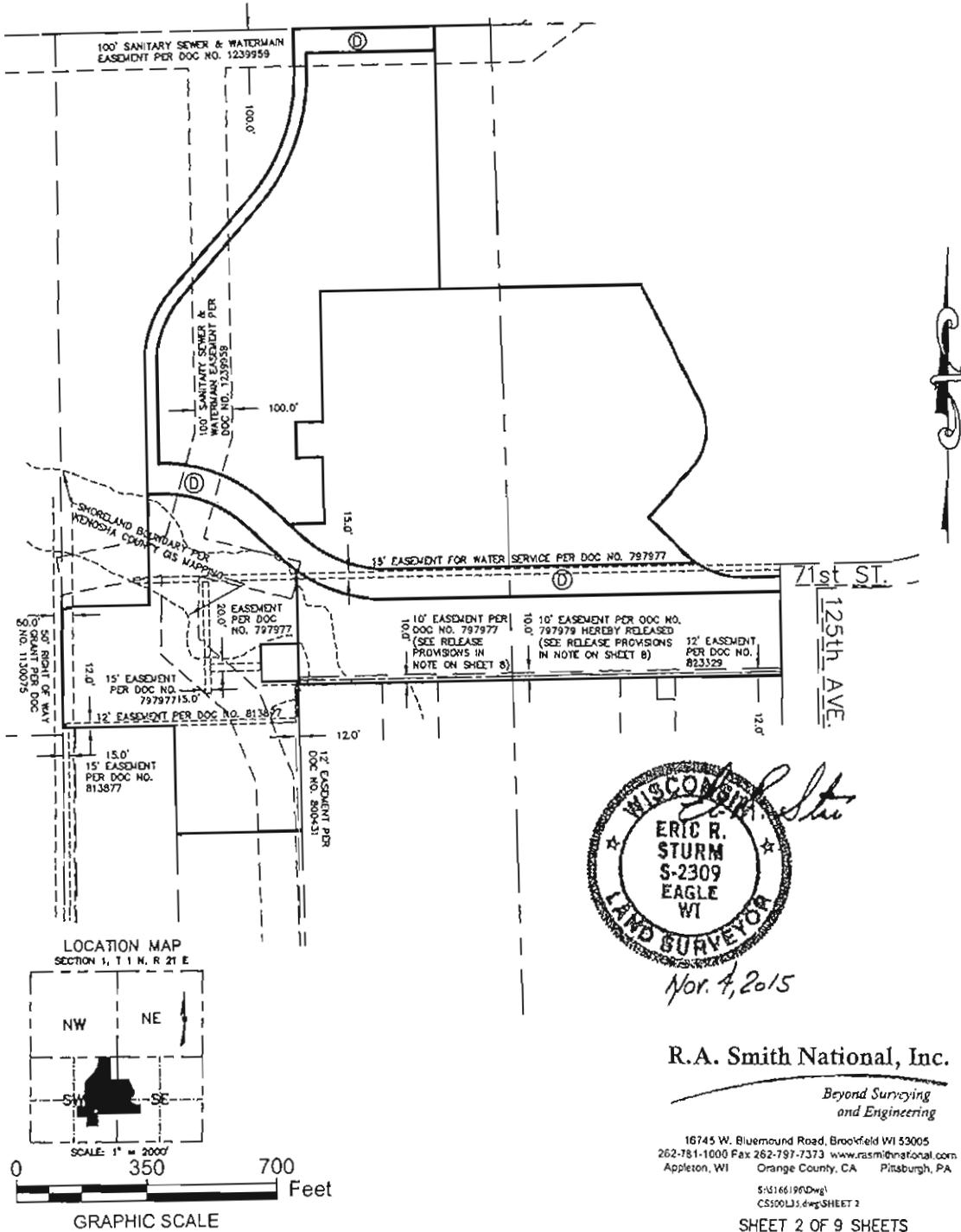


**R.A. Smith National, Inc.**  
 Beyond Surveying and Engineering  
 16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
 Appleton, WI Orange County, CA Pittsburgh, PA  
 S:\1661960\dwg\C5500L33.dwg(SHEET 1)  
**SHEET 1 OF 9 SHEETS**

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES



**R. A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

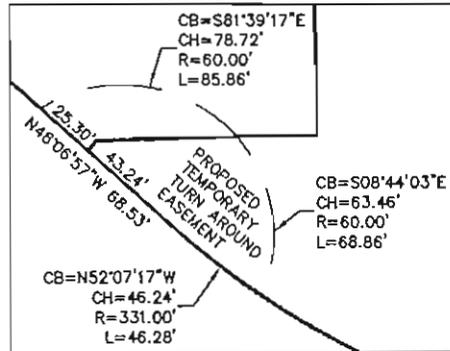
S:\16190Dwg\CS100L3.dwg SHEET 2

SHEET 2 OF 9 SHEETS

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

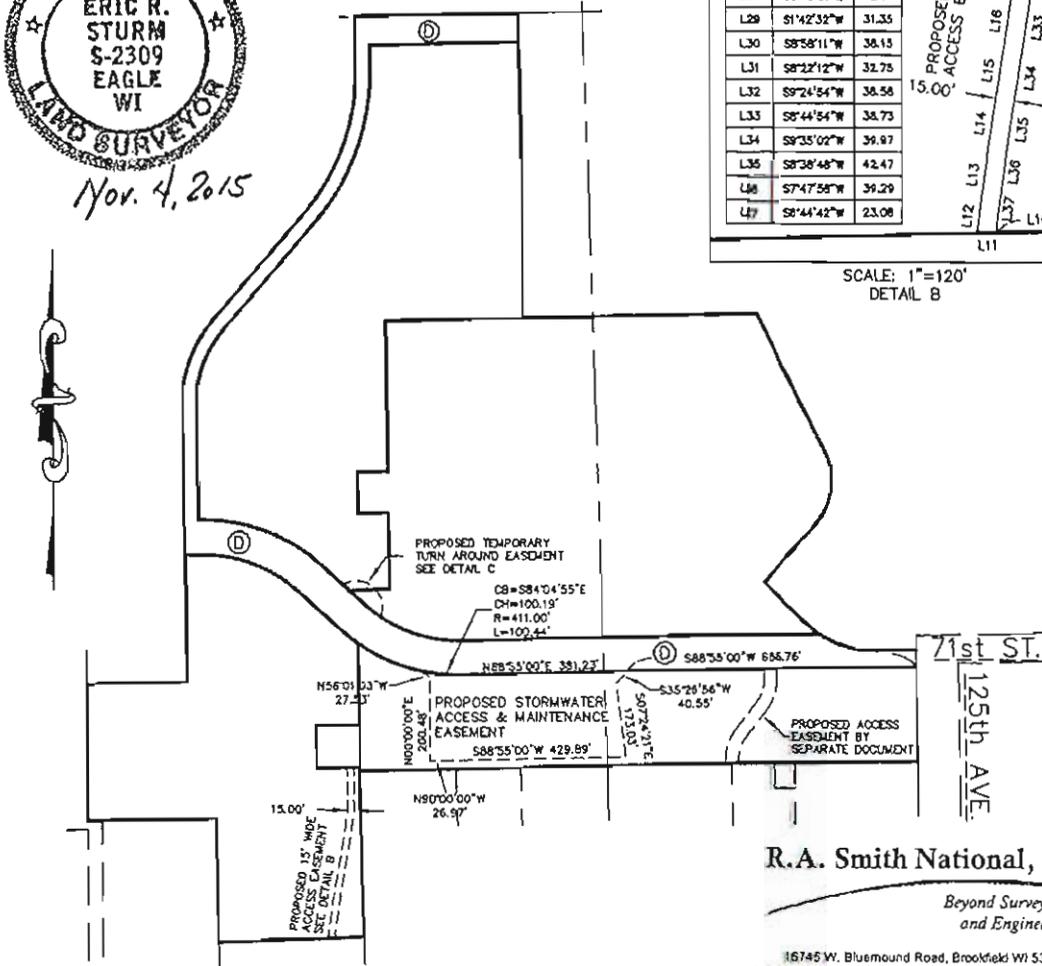
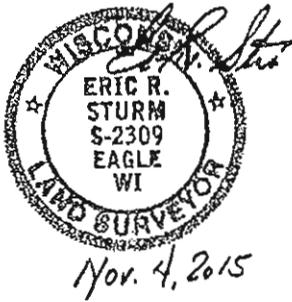
A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES



Line #	Direction	Length
L10	S88°26'57"W	88.41
L11	S88°26'57"W	15.18
L12	N6°44'42"E	25.40
L13	N7°47'58"E	39.53
L14	N8°38'48"E	42.70
L15	N8°35'02"E	39.98
L16	N8°44'54"E	38.71
L17	N8°24'54"E	36.53
L18	N8°22'12"E	32.69
L19	N8°58'11"E	37.28
L20	N1°42'32"E	30.08
L21	N0°40'57"W	31.74
L22	N0°48'54"W	33.30
L23	N1°38'02"W	15.40
L24	N88°55'59"E	18.37
L25	N88°55'59"E	18.13
L26	S1°33'02"E	11.75
L27	S0°48'34"E	35.00
L28	S0°40'57"E	32.08
L29	S1°42'32"W	31.35
L30	S8°58'11"W	38.13
L31	S8°22'12"W	32.75
L32	S9°24'54"W	38.58
L33	S8°44'54"W	38.73
L34	S8°35'02"W	36.97
L35	S8°38'48"W	42.47
L36	S7°47'58"W	39.29
L37	S8°44'42"W	23.08

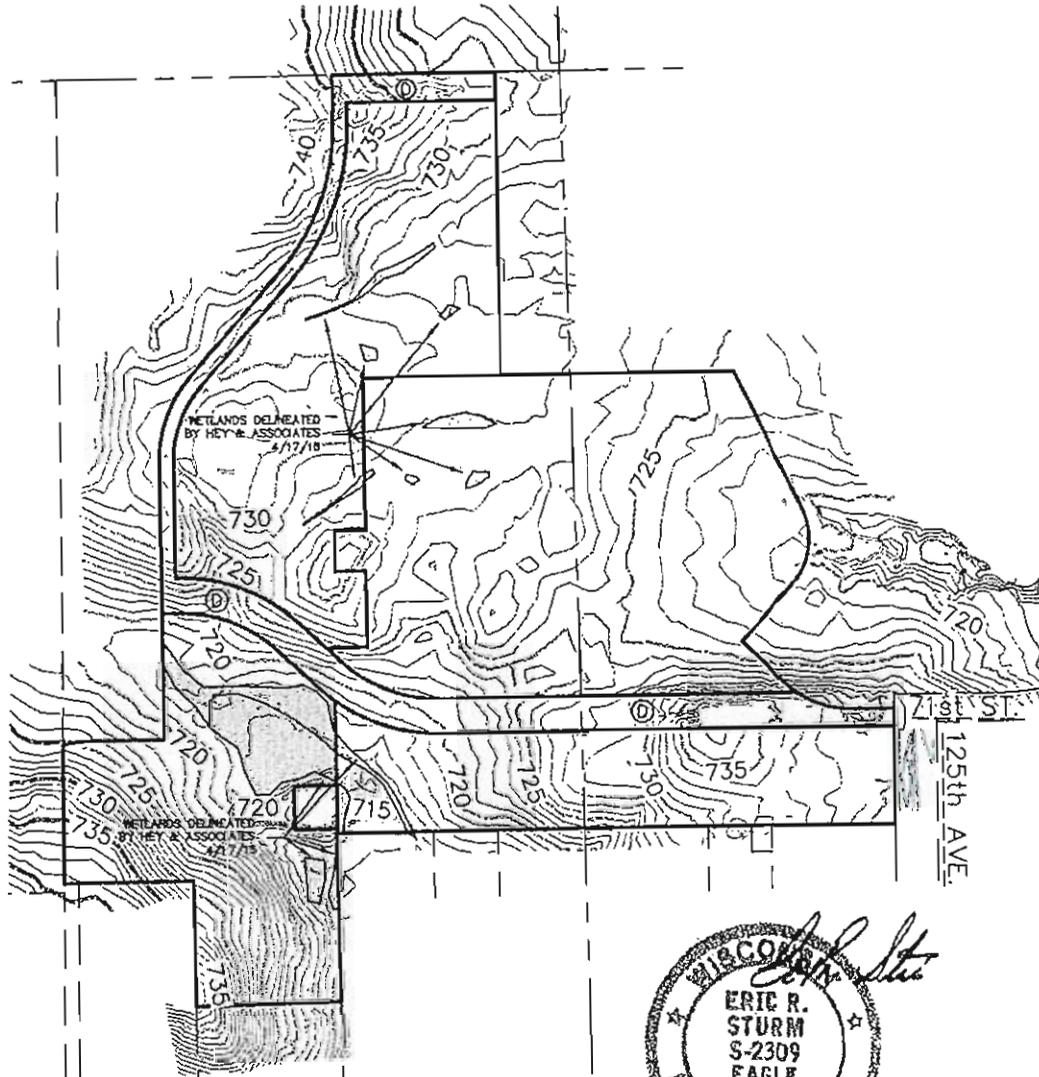
SCALE: 1"=120'  
DETAIL B



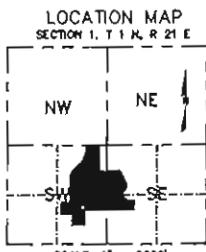
**R.A. Smith National, Inc.**  
*Beyond Surveying and Engineering*  
 16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmi@national.com  
 Appleton, WI Orange County, CA Pittsburgh, PA  
 S:\1661964\wg  
 CS:\00\13.5.dwg SHEET 3  
**SHEET 3 OF 9 SHEETS**

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.



*Eric R. Sturm*  
ERIC R. STURM  
S-2309  
EAGLE  
WI  
LAND SURVEYOR  
Nov. 4, 2015



GRAPHIC SCALE

R.A. Smith National, Inc.

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.ra-smithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S:\3166196.Dwg  
CS100LJ5.dwg SHEET 4

SHEET 4 OF 9 SHEETS



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

OWNER'S CERTIFICATE

CONTINENTAL 315 FUND LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Chapter 17 in Ordinances of the City of Kenosha.

CONTINENTAL 315 FUND LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Kenosha

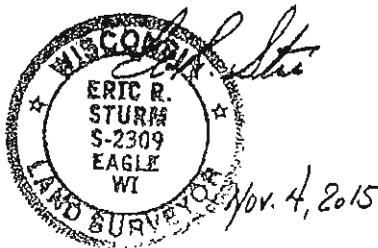
WITNESS the hand and seal of CONTINENTAL 315 FUND LLC, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONTINENTAL 315 FUND LLC

STATE OF WISCONSIN     }  
  :SS  
\_\_\_\_\_ COUNTY     }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ of said corporation and acknowledged that he executed the foregoing instrument as such officer, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_



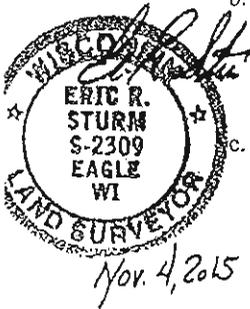
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

EASEMENT CERTIFICATE

1. STORM WATER MANAGEMENT. The undersigned owner, and its successors and assigns ("Developer"), shall be responsible for the routine and extraordinary maintenance of all of the storm water management facilities located on Outlot 1.

- a. The City of Kenosha (the "City"), or its designee, is authorized to access Outlot 1 as may be reasonably necessary, upon 24-hours prior written notice (except in the case of an emergency) to conduct inspections of the storm water management facilities and drainage easements to ascertain compliance with the minimum storm water management practice maintenance requirements.
- b. Upon notification to Developer by the City of maintenance deficiencies which require correction, the specified corrective actions shall be performed by Developer within a reasonable period of time, as shall be prescribed by the City Engineer, in his/her reasonable discretion, which period of time shall be no less than thirty (30) calendar days.
- c. The City is authorized to perform the corrective actions identified in its inspection report or its notice if Developer does not make the required corrections within the time period prescribed by the City Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the Wisconsin Statutes, shall be invoiced to Developer and if not paid within the time determined by the City Board, shall be entered on the tax roll as a special charge against Outlot 1, and collected with any other taxes levied thereon for the year in which the work is completed.



2. GRANT OF TEMPORARY ACCESS EASEMENT. Developer does hereby grant to the City a non-exclusive, temporary right and easement upon, over, through, across and along the easement area identified in Detail "C" hereon (the "71<sup>st</sup> Street Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the 71<sup>st</sup> Street Easement Area and to and from any and all streets, roadways, paths, driveways and highways located at any time adjacent to the 71<sup>st</sup> Street Easement Area. Neither Developer nor any of Developer's agents, contractors, employees, representatives, successors (including, without limitation, any and all successors to Developer in title to Lot 1 and Lot 2) and assigns shall obstruct or unreasonably interfere with City's use of the 71<sup>st</sup> Street Easement Area for the purposes specified in this easement. This easement shall automatically expire, without further action being required by the Developer or the City, on the date upon which the extension of 71<sup>st</sup> Street shown hereon and located immediately west of the 71<sup>st</sup> Street Easement Area, is constructed. Notwithstanding the temporary grant of use of the 71<sup>st</sup> Street Easement Area to City for road purposes, nothing contained in this easement shall or shall be deemed to constitute a gift or dedication of any portion of the 71<sup>st</sup> Street Easement Area to the general public, it being the intention of Developer and City that the easement shall be strictly limited to and for the temporary purposes expressed herein.

3. GRANT OF ACCESS EASEMENT IN FAVOR OF KENOSHA WATER UTILITY. Developer does hereby grant to Kenosha Water Utility (the "Utility") a non-exclusive, perpetual right and easement (which easement shall be appurtenant to the parcel described on Detail "A" hereof (the "Utility's Parcel") upon, over and across the easement area described in Detail "B" hereon (the "KWU Easement Area") for the purposes of pedestrian and vehicular access, ingress and egress at any and all times to, from and between the Utility's Parcel and Highway 50.

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

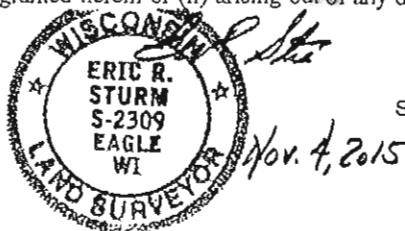
EASEMENT CERTIFICATE (continued)

Developer shall not be responsible for improving, paving, maintaining or repairing any portion of the KWU Easement Area or any of the costs or expenses thereof. The Utility shall at all times, at Utility's sole cost and expense, keep and maintain the KWU Easement Area in good condition and repair (including without limitation keeping the same free from refuse, ice and snow) and in compliance with all applicable laws, rules, regulations and ordinances, and otherwise in a manner consistent with the use and occupancy thereof by the Utility for the purposes specified in this easement. In the event that (a) Utility fails to maintain the KWU Easement Area in the condition required hereby, (b) Developer provides notice of such failure to Utility and (c) Utility fails to maintain and repair the KWU Easement Area within twenty (20) days after the date of receipt of such notice from Developer, then Developer shall have the right (but not the obligation) to perform such maintenance and to charge City for all costs and expenses thereof (provided that no notice or cure period shall be required with respect to emergency maintenance matters or with respect to snow or ice accumulation which is not promptly removed), and (i) any such costs and expenses so paid by Developer shall bear and accrue interest from and after the date of Developer's demand therefor at the rate of the lesser of twelve percent (12%) per annum or the highest rate permitted by law and (ii) Utility shall reimburse Developer within thirty (30) days after receiving invoices for any such costs and expenses borne by Developer (plus interest, as described in clause (i) above). In the event Utility fails to reimburse Developer as herein provided, such costs and expenses shall constitute a lien against the Utility's Parcel until paid, and Utility authorizes Developer to record such lien against the Utility's Parcel.

4. PARTIAL RELEASE OF UTILITY'S EASEMENTS. Utility's predecessor-in-interest obtained (i) certain easements for Water Service dated March 28, 1988 and recorded with the Office of the Register of Deeds for Kenosha County, Wisconsin (the "Register of Deeds") on March 29, 1988 in Volume 106, Pages 6 through 9, inclusive, as Document No. 797977, as assigned to Utility by that certain Assignment of Easements dated March 31, 2005, and recorded with the Register of Deeds on May 3, 2005 as Document No. 1431476 (the "Assignment") (collectively, the "Easements for Water Service"); and (ii) that certain Temporary Construction and Installation Easement dated March 28, 1988 and recorded with the Register of Deeds on March 29, 1988 in Volume 106, Pages 13 through 15, inclusive, as Document No. 797979 as assigned to Utility by the Assignment (collectively, the "Temporary Construction Easement" and, together with the Easements for Water Service the "Easements"), encumbering Outlot 1 and Outlot 2 hereon. Utility desires to release that portion of (i) the access road easements contained in the Easements for Water Service and (ii) the Temporary Construction Easement described on sheet 2 of 9 hereon. Except to the extent released herein, the Easements shall remain in full force and effect.

5. GENERALLY APPLICABLE TO ALL EASEMENTS GRANTED HEREON.

The grantee and its successors and assigns under each easement hereon shall defend indemnify and save Developer, its respective officers, agents, members, managers and employees, and any mortgagee of Developer's property from and against liabilities or claims, losses, costs and expenses for injury to persons, including death, or damage to property (i) arising out of any negligence or intentional misconduct of grantee or any of the grantee's use of the easements granted herein or (ii) arising out of any defaults by grantee hereunder





Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Development Agreement between the City of Kenosha and the Kenosha Water Utility and Continental 315 Fund LLC. (Springs at Kenosha) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Johnson, District 16, has been notified. The Agreement will be reviewed by the Public Works Committee and Board of Water before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** West of 125th Avenue at 71st Street

1. The Developer is proposing to construct a multi-family development on the site which requires a Conditional Use Permit and a Certified Survey Map. Public improvements are required as a condition of the development.
2. The attached Agreement denotes each of the Developers responsibilities in constructing the improvements, including 71st Street.
3. An additional Agreement will be required for future development of the other lots.

**RECOMMENDATION:**

A recommendation is made to approve the



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF KENOSHA AND THE  
KENOSHA WATER UTILITY AND  
CONTINENTAL 315 FUND LLC

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

03-121-01-420-212

Parcel Identification Number

**DEVELOPMENT AGREEMENT**

**Between**

**THE CITY OF KENOSHA, WISCONSIN  
A Municipal Corporation**

**And**

**THE KENOSHA WATER UTILITY  
A Municipal Water Utility**

**And**

**CONTINENTAL 315 FUND LLC  
A Wisconsin Limited Liability Company**

This Development Agreement, ("Agreement") effective as of the last date of execution is entered into between the City of Kenosha, Wisconsin, a municipal corporation duly organized and existing under the laws of the State of Wisconsin ("City"), the Kenosha Water Utility, a municipally owned public water utility duly organized and existing under the Code of General Ordinances for the City of Kenosha and Section 66.0805 of the Wisconsin Statutes ("Utility"), and Continental 315 Fund LLC, a Wisconsin limited liability company with principal offices located at W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051 ("Developer"), collectively referred to as the Parties.

**WITNESSETH:**

Whereas, Developer is the owner of approximately 48.46 acres of real estate in the City of Kenosha which is legally described on attached Exhibit A and shown on the certified survey map attached as Exhibit B, together with the land comprising portions of 71<sup>st</sup> Street, 130<sup>th</sup> Avenue and 67<sup>th</sup> Street to be dedicated to the public for street purposes, all of which is hereinafter referred to as the "Real Estate"; and,

Whereas, Developer desires to develop a portion of the Real Estate for commercial purposes as fourteen, twenty unit apartment buildings and a clubhouse on Lot 1 shown on the certified survey map attached as Exhibit B (the "Phase I Development"); and

Whereas, the Phase I Development of the Real Estate by Developer requires the design, construction and installation by Developer of certain utility improvements, street improvements, stormwater drainage facilities, and other improvements, all of which are more fully described in this Agreement; and,

Whereas, the Parties acknowledge and agree that the improvements to be made by Developer pursuant to this Agreement are to be completed, dedicated and accepted by City, Utility, and the Wisconsin

Department of Transportation, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate; and,

Whereas, the Real Estate is zoned TRD-2 Traditional Multiple Family Residential District, FW Floodway District, SWO Shoreland Wetland Overlay District, and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement which permits the commercial development set forth in this Agreement; and,

Whereas, the Plan Commission of City and the City Public Works Committee have recommended to the Common Council and the Common Council of City has approved a certified survey map attached as Exhibit B for the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, the Plan Commission of City has approved a conditional use permit attached as Exhibit C for the Phase I Development of the Real Estate on the condition that Developer enter into this Agreement relative to the manner and method by which the Phase I Development of the Real Estate is to be developed subject to the requirements of this Agreement; and,

Whereas, Utility is the accepting and approving agency for City with respect to sanitary sewerage facilities and water supply and distribution facilities for the Real Estate, and Utility is willing to approve the provision of sanitary sewerage and water supply to the Phase I Development of the Real Estate subject to the terms and conditions of this Agreement; and

Whereas, Developer agrees to develop the Phase I Development of the Real Estate as provided in the certified survey map, the conditional use permit, and this Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, including the approval by City of a certified survey map for the Real Estate and a conditional use permit for the Phase I Development of the Real Estate, and the provision by Utility of sanitary sewerage and water supply, the Parties agree that the Phase I Development of the Real Estate will be developed as provided in the certified survey map, the conditional use permit, and this Agreement.

## **I. IMPROVEMENTS**

### **A. Sanitary Sewerage Facilities**

1. Developer, at Developer's cost and expense, shall design, construct and install complete sanitary sewerage facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Sanitary Sewer Plan approved by Utility General Manager, all Wisconsin Department of Natural Resources (WDNR) requirements, and all Federal and State environmental law, rules, and regulations. Developer at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary

sewerage facilities from Utility General Manager prior to construction or installation of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sanitary sewerage facilities from the WDNR prior to construction or installation of the sanitary sewerage facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections, prior to the construction and installation of the sanitary sewerage facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including sanitary sewerage extensions and connections.
3. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the sanitary sewerage facilities required by the conditional use permit and this Agreement to the sanitary sewerage facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional sanitary sewerage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
5. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
6. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the sanitary sewerage facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the sanitary sewerage facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Sanitary Sewer Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility

in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

7. Utility shall accept the sanitary sewerage facilities required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the sanitary sewerage facilities in accordance with all approved plans and specifications, the Code of General Ordinances of the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional sanitary sewerage facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing Utility with copies of the results of all tests and inspections of the sanitary sewerage facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sanitary sewerage facilities trench backfill.
  - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the sanitary sewerage facilities required pursuant to Section I.A.6. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the sanitary sewerage facilities pursuant to the Code of General Ordinances and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
  - h. certification of items a - g above by Utility General Manager.
  - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the sanitary sewerage facilities.

8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the sanitary sewerage facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the sanitary sewerage facilities are accepted by Utility. Upon acceptance of the sanitary sewerage facilities, Utility shall have full jurisdiction and ownership of the sanitary sewerage facilities located in the public rights-of-way and be responsible for their maintenance and operation subject to the guarantee of Developer provided in this Agreement.
9. The sanitary sewerage facilities required to be designed, constructed, and installed pursuant to Section I.A.I. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**B. Water Supply and Distribution Facilities**

1. Developer, at Developer's cost and expense, shall design, construct, and install, complete water supply and distribution facilities serving the Phase I Development of the Real Estate, including the mains and appurtenances which are to be located in public rights-of-way, in accordance with Utility specifications, the conditional use permit, the certified survey map, the Water Main Plan approved by Utility General Manager, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from Utility General Manager prior to construction or installation of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the water supply and distribution facilities from the WDNR prior to construction or installation of the water supply and distribution facilities. Developer shall provide copies of all WDNR approvals to Utility upon receipt.
2. Developer, at Developer's cost and expense, shall grant to Utility an easement across and through that certain portion of the Outlot 2 Area shown on the certified survey map attached at Exhibit B for the purpose of ingress and egress by Utility to the real estate owned by Utility located at 13010 75<sup>th</sup> Street, Kenosha, Wisconsin identified at Tax Parcel No. 03-121-01-301-445, shown as Detail "A" on the Outlot 2 Area on the certified survey map attached as Exhibit B. The easement shall be subject to approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager. The easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The easement shall also be shown on the certified survey map for the Real Estate.
3. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement,

including water supply distribution facilities extensions and connections, prior to construction and installation of the water supply distribution facilities. City and Utility shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including water supply distribution facilities extensions and connections.

4. Subject to the terms of the conditional use permit and this Agreement, Utility shall allow Developer to extend and connect the water supply and distribution facilities required by the conditional use permit and this Agreement to the water supply and distribution facilities of Utility at Developer's cost and expense including payment by Developer of all fees, user fees, inspection fees, impact fees, charges or special assessments required to be paid pursuant to any federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement.
5. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional water supply and distribution facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
6. Developer, at Developer's cost and expense, shall provide Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply facilities trench backfill.
7. Developer, at Developer's cost and expense, shall provide Utility with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the water supply and distribution facilities. Developer, at Developer's cost and expense, shall provide Utility with written certification by a professional engineer registered in the State of Wisconsin that the water supply and distribution facilities were designed, constructed, installed, completed, and function as intended in accordance with the approved Water Main Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to Utility in print and digital form acceptable to Utility General Manager. Developer shall obtain approval of the "as-built" plans from Utility General Manager prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
8. Utility shall accept the water supply and distribution facilities required to be designed, constructed and installed by Developer pursuant to this Agreement which are located in the public rights-of-way upon the following:

- a. completion of the water supply and distribution facilities in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional water supply and distribution facilities without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing Utility with copies of the results of all tests and inspections of the water supply and distribution facilities required by Utility, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of water supply and distribution facilities trench backfill.
  - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the water supply and distribution facilities required pursuant to Section 1.B.7. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the water supply and distribution facilities pursuant to the Code of General Ordinances and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way or in any easement located within the Real Estate.
  - h. certification of items a - g above by Utility General Manager.
  - i. approval by Utility Board of Water Commissioners upon recommendation of Utility General Manager of the water supply and distribution facilities.
9. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the water supply and distribution facilities required by the conditional use permit and this Agreement, including locate requests, unless and until the water supply and distribution facilities are accepted by Utility. Upon acceptance of the water supply and distribution facilities, Utility shall have full jurisdiction and ownership of the water supply and distribution facilities located in the public rights-of-way and be responsible for their

maintenance and operation subject to the guarantee of Developer provided in this Agreement.

10. The water supply and distribution facilities required to be designed, constructed, and installed pursuant to Section I.B.1. of this Agreement, shall be installed, functional and accepted by Utility prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**C. Stormwater Drainage Facilities**

1. Developer, at Developer's cost and expense, shall design, construct and install stormwater drainage facilities located within the Real Estate and the public rights-of-way for the Phase I Development of the Real Estate, including storm and surface water drainage facilities, in accordance with City and Wisconsin Department of Transportation (WDOT) specifications, the conditional use permit, the certified survey map, the Stormwater Management Plan approved by City Engineer, the Storm Sewer Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
2. Developer, at Developer's cost and expense, shall apply for and obtain a Post Construction Runoff Permit from City and shall submit to City any required financial guarantee all in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha entitled Post-Construction Stormwater Management Ordinance. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances shall be permitted by Developer until the Post-Construction Runoff Permit is issued to Developer by City. All land disturbing construction activities and the design, construction, installation and maintenance of the stormwater drainage facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
3. Developer, at Developer's cost and expense, shall prepare all plans, specifications, and calculations for all stormwater drainage facilities and submit them to City Engineer for written approval which must be obtained prior to construction of the stormwater drainage facilities. The stormwater drainage facilities required by the conditional use permit and this Agreement shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement,

including stormwater drainage facilities extension and connections. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement, including stormwater drainage facilities extensions and connections.

5. Title to all stormwater drainage facilities for the Phase I Development of the Real Estate, including retention/detention basins and outlet structures, located within the Real Estate or any easements located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, shall be retained by Developer or conveyed by Developer to an owners' association upon notice to City. Developer, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate or in any easement located within the Real Estate as shown on the certified survey map, the approved Stormwater Management Plan and the approved Storm Sewer Plan, and shall enter into a Stormwater Drainage Facilities Maintenance Agreement with City in accordance with Section 36.10 of the Code of General Ordinances to provide for their inspection, maintenance and operation. The Stormwater Drainage Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Maintenance Agreement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Maintenance Agreement shall include among its provisions the following:
  - a. identification of the stormwater drainage facilities and designation of the drainage area served by the stormwater drainage facilities.
  - b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities consistent with the approved Stormwater Management Plan.
  - c. identification of the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities.
  - d. requirement that the landowner or the owners' association inspect, maintain, repair, replace, and operate the stormwater drainage facilities in accordance with the schedule included in subparagraph b. above.
  - e. authorization for City to access the Real Estate to conduct inspections of the stormwater drainage facilities as necessary to determine whether the stormwater

drainage facilities are being maintained, repaired, replaced, and operated in accordance with the Stormwater Drainage Facilities Maintenance Agreement.

f. requirement that City maintain public records of the results of the inspections of the stormwater drainage facilities, to inform the landowner or the owners' association of the inspection results, and to specifically indicate any corrective actions required to bring the stormwater drainage facilities into proper working condition.

g. agreement that the landowner or the owners' association responsible for the inspection, maintenance, repair, replacement, and operation of the stormwater drainage facilities be notified by City of any maintenance problems requiring correction and that any specified corrective actions be undertaken within a reasonable time as determined by City.

h. authorization for City to perform or have performed on City's behalf, inspection, maintenance, repairs, or replacements of the stormwater drainage facilities upon the failure of the landowner or owners' association to do so as directed by City and to impose a special charge pursuant to Section 66.0627 of the Wisconsin Statutes against the Real Estate for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the stormwater drainage facilities which are the subject of the Stormwater Drainage Facilities Maintenance Agreement.

6. Developer, at Developer's cost and expense, shall grant to City a Stormwater Drainage Facilities Easement to the stormwater drainage facilities for the Phase I Development of the Real Estate located within the Real Estate required by the conditional use permit and this Agreement authorizing City to inspect, maintain, repair, or replace the stormwater drainage facilities in accordance with the Stormwater Drainage Facilities Maintenance Agreement. The Stormwater Drainage Facilities Easement shall be subject to approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee. The Stormwater Drainage Facilities Easement shall be recorded with the Kenosha County Register of Deeds at Developer's expense and shall be binding upon all current and subsequent owners of the Real Estate. The Stormwater Drainage Facilities Easement also shall be shown on the certified survey map of the Real Estate.
7. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional stormwater drainage facilities required by the conditional use permit and this Agreement without defect, damage or non-conformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.

8. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.
9. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the stormwater drainage facilities, including retention/detention basins and outlet structures. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the stormwater drainage facilities, including retention/detention basins and outlet structures, were designed, constructed, installed, completed, and function as intended in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the approved Stormwater Management Plan, the approved Storm Sewer Plan, the approved Stormwater Drainage Facilities Maintenance Agreement, the Post-Construction Runoff Permit issued to Developer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
10. City shall accept the stormwater drainage facilities required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the stormwater drainage facilities in accordance with all approved plans, specifications and calculations, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional stormwater drainage facilities without defect, damage or nonconformance with this Agreement, all approved plans, specifications and calculations, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
  - c. providing City with copies of the results of all tests and inspections of the stormwater drainage facilities required by City, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of stormwater drainage facilities trench backfill.

d. approval by City Engineer of the stamped and certified "as-built" plans of the stormwater drainage facilities, including retention/detention basins and outlet structures, required pursuant to Section I.C.9. of this Agreement.

e. providing City with the Stormwater Drainage Facilities Maintenance Agreement for the inspection, maintenance and operation of the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

f. providing City with the Stormwater Drainage Facilities Easement for the stormwater drainage facilities, including retention/detention basins and outlet structures, located within the Real Estate in form acceptable to City.

g. payment of all fees and charges required to be paid by Developer for the stormwater drainage facilities pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.

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

i. receipt of Developer's affidavit of compliance with prevailing wage rate determination for work performed on such portions of the improvements located within public rights-of-way.

j. certification of items a - i above by City Engineer.

k. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the stormwater drainage facilities.

11. Developer, at Developer's cost and expense, shall be responsible for the inspection, maintenance and operation of the stormwater drainage facilities required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the stormwater drainage facilities located within the public rights-of-way are accepted by City. Upon acceptance of the stormwater drainage facilities located within the public rights-of-way, City shall have full jurisdiction and ownership of the stormwater drainage facilities located within the public rights-of-way and be responsible for their maintenance and operation, subject to the guarantee of Developer provided in this Agreement.

12. Developer shall indemnify, defend and hold harmless City, the Utility, their officers, employees and agents (the "Stormwater Indemnified Parties") from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and reasonable attorney fees, which any of them may hereafter sustain, incur or be required to pay to the extent arising out of, or related to, the design, construction and installation of the stormwater drainage facilities required by the conditional use permit and this Agreement which causes storm and surface water to flow in full or part upon any public or

private property provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Stormwater Indemnified Parties and further provided that the Stormwater Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, the Utility and their officers, employees and agents harmless, the City or Utility shall notify Developer of such claim, and in the event that Developer does not settle or comprise such claim, Developer shall undertake the legal defense of such claim on behalf of Developer, City and/or Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and/or Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City and/or Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees, sustained, incurred or paid by City and/or Utility, their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility, in their sole discretion, deem appropriate. This paragraph shall survive installation of the stormwater drainage facilities to effectuate its purpose.

13. The stormwater drainage facilities required to be designed, constructed, and installed pursuant to Section I.C.1. of this Agreement, shall be installed and functional, and the stormwater drainage facilities located within the public rights-of-way shall be accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**D. Streets, Curbs, and Gutters**

1. Developer, at Developer's cost and expense, shall design, construct, and install all street improvements and curbs and gutters on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, the Street Plan approved by City Engineer, the 2016 Total Improvements set forth in the letter from the WDOT dated June 18, 2015, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer, at Developer's cost and expense, shall convey or cause to be conveyed to City, free and clear of all liens and encumbrances, 7,616 square feet, more or less, of land located in the northwest corner of the intersection of 71<sup>st</sup> Street and 125<sup>th</sup> Avenue to be used for the construction of 71<sup>st</sup> Street and dedicated to the public for street purposes. Prior to execution of this Agreement by City and Utility, Developer, at developer's cost and expense, shall grant to City a Temporary Turnaround Easement shown on the certified survey map attached as Exhibit B for the west terminus of 71<sup>st</sup> Street. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the street improvements and curbs and gutters from City Engineer, and

the WDOT. Developer, at Developer's cost and expense shall obtain all required permits for the design, construction, and installation of all street improvements and curbs and gutters from City Engineer, the WDOT provided that City hereby agrees to submit a permit application to WDOT for a public street extension if required, and the WDNR prior to construction or installation of the street improvements and curbs, and gutters.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the street improvements and curbs and gutters required by the conditional use permit and this Agreement. City shall cooperate with Developer in obtaining all permits required by any governmental unit or regulatory agency for the street improvements and curbs and gutters required by the conditional use permit and this Agreement.
3. Developer, at Developer's cost and expense, shall grade all streets to approved subgrade prior to the installation of any utilities. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street subgrades. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the street subgrades were designed, constructed, installed, completed and function as intended in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, and all WDOT specifications. The "as-built" plans of the street subgrades shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the street sub grades from City Engineer and WDOT prior to the installation of any utilities.
4. Developer shall not perform any street paving or install any curbs and gutters after November 15<sup>th</sup> of any calendar year without the express written approval of City Engineer. No street paving or curb and gutter installation will be permitted after December 1<sup>st</sup> of any calendar year. Street paving and installation of curb and gutter may commence after April 1<sup>st</sup> of any calendar year with the approval of City Engineer. Developer shall not perform any street paving or install any curb and gutter within State of Wisconsin public rights-of-way during any portion of the calendar year prohibited by the State of Wisconsin.
5. Developer, at Developer's cost and expense, shall provide City with "as-built" plans, stamped by a professional engineer registered in the State of Wisconsin, of the street improvements, including all curbs, gutters and sidewalks. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer, registered in the State of Wisconsin, that the street improvements, including all curbs, gutters and sidewalks were designed, constructed, installed, completed, and function as intended in accordance with the approved Street Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans

from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

6. City shall accept the street improvements and all curbs and gutters on 71st Street required to be designed, constructed, and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way or in any Temporary Turnaround Easement located within the Real Estate upon the following:
  - a. completion of the street improvements and all curbs and gutters in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional street improvements and all curbs and gutters without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations.
  - c. providing City with copies of the results of all tests and inspections of the street improvements and all curbs and gutters, including density tests, certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of street, curb and gutter trench backfill.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the street improvements and all curbs and gutters required pursuant to Section 1.D.5. of this Agreement.
  - e. payment of all fees and charges required to be paid by Developer for the street improvements and all curbs and gutters pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
  - f. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - g. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within City public rights-of-way.
  - h. certification of items a - g above by City Engineer.

i. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the street improvements, all curbs and gutters, and rights-of-way.

7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the street improvements and all curbs and gutters required by the conditional use permit and this Agreement, including snow plowing, unless and until the street improvements and all curbs and gutters are accepted by City. Except as otherwise provided in this Section I.D.7., upon acceptance of the street improvements and all curbs and gutters, City shall have full jurisdiction and ownership of the street improvements and all curbs and gutters which are located in the public rights-of-way and shall be responsible for their maintenance subject to the guarantee of Developer provided in this Agreement. Upon acceptance of the street improvements and all curbs and gutters and until completion of the Phase I Development, City shall periodically conduct an inspection of the street improvements and all curbs and gutters located in the public rights-of-way. Any damage to the street improvements and curbs and gutters relating to the construction of the Phase I Development discovered during any inspection by City shall be removed, repaired and replaced at Developer's cost and expense as directed by City Engineer. Failure of the Developer to perform the required corrective action in the specified time following written notice from the City Engineer shall constitute a default under this Agreement whereupon the City may do or cause the work to be done and charge the cost for the work against any assurances provided pursuant to this Agreement or impose a special charge and/or special assessment against the Phase I Development in the event there is no applicable assurance or the assurance is insufficient as provided for in Section III.A.6. of this Agreement.
8. The street improvements and curbs and gutters required to be designed, constructed, and installed pursuant to Section I.D.1. of this Agreement shall be completed, dedicated, and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**E. Other Utilities and Utility Easements**

1. Developer, at Developer's cost and expense, shall locate and install all other utilities serving the Phase I Development of the Real Estate in accordance with utility specifications, the conditional use permit, the certified survey map, the plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the location and installation of the utilities from City Engineer and Utility General Manager.
2. Developer, at Developer's cost and expense, shall provide easements for utilities, which shall be shown on the certified survey map for the Real Estate and the plans approved by City Engineer and Utility General Manager.

3. Easements for utilities may be modified or terminated only by City, Utility, or other utility and only in the event City, Utility, or other utility determine that the easement, in full or in part, is no longer required to provide essential service.

**F. Erosion Control**

1. Developer, at Developer's cost and expense, shall prepare and submit to City an Erosion and Sediment Control Plan in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha entitled Land-Disturbing Erosion and Sediment Control Ordinance. Developer, at Developer's cost and expense, shall apply for and obtain an Erosion Control Permit from City and shall submit to City the cash assurance all in accordance with Chapter XXXIII of the Code of General Ordinances. Developer, at Developer's cost and expense, shall apply for and obtain all WDNR permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands located within the Real Estate or any public rights-of-way. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances shall be permitted by Developer until the Erosion and Sediment Control Plan is approved by City, the cash assurance is deposited with City, all permits in any way related to land disturbing activities or land disturbing construction activities within any wetlands within the Real Estate or any public rights-of-way are issued by WDNR, and the Erosion Control Permit is issued by City. All land disturbing construction activities undertaken by Developer shall be done in compliance with Chapter XXXIII of the Code of General Ordinances, the approved Erosion and Sediment Control Plan, the Erosion Control Permit issued to Developer by City, all permits required by any governmental unit or regulatory agency, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The Erosion and Sediment Control Plan shall include the location and duration of topsoil stockpiles. Developer, at Developer's cost and expense, shall remove all topsoil stockpiles in accordance with Chapter XXXIII of the Code of General Ordinances, all WDNR requirements, and all Federal and State environmental laws, rules and regulations prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to erosion and sediment control required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

**G. Grading**

1. Developer, at Developer's cost and expense, shall grade the Real Estate in accordance with City specifications, the conditional use permit, the certified survey map, and the Grading Plan approved by City Engineer, all WDNR requirements, and all Federal and State

environmental laws, rules and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Grading Plan from City Engineer prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency in any way related to the grading required by the conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" grading plans stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City, with written certification by a professional engineer registered in the State of Wisconsin that the grading was designed, constructed, installed, completed, and functions as intended in accordance with the approved Grading Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The "as-built" grading plans shall be provided to City in print and digital form acceptable to City Engineer. The initial "as-built" grading plan to be provided by Developer shall include property line grades at 25 foot intervals and grades at locations of grade differences to illustrate drainage patterns, public improvements, the entire storm sewer system and all stormwater drainage facilities. For subsequent "as-built" submittals, Developer shall submit a revised "as-built" grading plan which shall include all previously approved "as-built" grading plan information together with all additional "as-built" grading plan information for the construction phase for which the issuance of any Temporary Certificate of Occupancy is being requested. Developer shall obtain approval of the "as-built" grading plan from City Engineer prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within each construction phase contained within the approved construction phasing plan on file with the Department of Community Development and Inspections..

#### **H. LED Street Lighting**

1. Developer, at Developer's cost and expense, shall design and install a complete system of LED street lighting on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City, and WDOT specifications, the conditional use permit, the certified survey map, the Lighting Plan approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall provide City with all shop drawings and cut sheets for the LED street lighting system and shall obtain approval of the LED street lighting system from City Engineer and the WDOT prior to construction and installation of the LED street lighting system.

2. Developer, at Developer's cost and expense, shall obtain all permits required by any governmental unit or regulatory agency for the construction and installation of the LED street lighting system required by the conditional use permit and this Agreement prior to construction and installation of the LED street lighting system.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, stamped by a professional engineer registered in the State of Wisconsin. Developer, at Developer's cost and expense, shall provide City with written certification by a professional engineer registered in the State of Wisconsin that the LED street lighting system, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the approved Lighting Plan, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules and regulations. The "as-built" plans of the LED street lighting system shall be provided to City in print and digital form acceptable to City Engineer. Developer shall obtain approval of the "as-built" plans of the LED street lighting system from City Engineer and the WDOT prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.
4. The LED street lighting system in the public rights-of-way shall be completed and presented to City for acceptance prior to, or concurrent with, presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
5. City shall accept the LED street lighting system required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
  - a. completion of the LED street lighting system in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the fully functional LED street lighting system without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the LED street lighting system, including street light conduits and pull boxes, required pursuant to Section I.H.3. of this Agreement.

e. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.

f. certification of items a - e above by City Engineer.

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

6. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the LED street lighting system required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the LED lighting system located within the public rights-of-way is accepted by City and the WDOT, as the case may be. Upon acceptance of the LED lighting system, City shall have full jurisdiction and ownership of the LED street lighting system located in the public rights-of-way and be responsible for its maintenance and cost of operation subject to the guarantee of Developer provided in this Agreement.
7. The LED lighting system required to be designed, constructed and installed pursuant to Section I.H.1. of this Agreement shall be completed and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

#### **I. Landscaping**

1. Developer, at Developer's cost and expense, shall design and install landscaping throughout the public right-of-way on 71<sup>st</sup> Street in accordance with City specifications, the conditional use permit, the certified survey map, the Landscaping Plans approved by City Engineer, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the Landscaping Plan from City Engineer and the WDOT prior to installation of the landscaping.
2. Developer, at Developer's cost and expense, shall protect existing trees within the public right-of-way on 71<sup>st</sup> Street in accordance with Section 34.10 of the Code of General Ordinances for the City of Kenosha entitled Tree Protection and shall apply for and obtain a Tree Protection Permit from City.
3. Developer, at Developer's cost and expense, shall remove and lawfully dispose of all rubbish, dead trees, branches, brush, tree trunks, shrubs, and other natural growth inconsistent with the approved Landscaping Plan. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City prior to removing any structures.

4. Developer, at Developer's cost and expense, shall finish grade all lawn park areas on 71<sup>st</sup> Street with six (6) inches of topsoil.
5. The landscaping shall be completed and presented to City for acceptance prior to or concurrent with Developer presenting the street improvements and all curbs and gutters to the City and the WDOT for acceptance.
6. City shall accept the landscaping required to be designed and installed by Developer pursuant to the conditional use permit and this Agreement located in the public rights-of-way upon the following:
  - a. completion of the landscaping in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. installation and delivery of the landscaping without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, and the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
  - d. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
  - e. certification of items a - d above by City Engineer.
  - f. approval by the Common Council of the City of Kenosha upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the landscaping.
7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the landscaping required by the conditional use permit and this Agreement located within the public rights-of-way unless and until the landscaping located within the public rights-of-way is accepted by City.
8. The landscaping required to be installed pursuant to Section I.I.I. of this Agreement shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**J. Sidewalks**

1. Developer, at Developer's cost and expense, shall design, construct and install sidewalks for the Phase I Development of the Real Estate in the public rights-of-way in accordance with City specifications, the conditional use permit, the certified survey map, the Site Plan, the Street Plan approved by City Engineer, the Americans With Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the design, construction and installation of the sidewalks from City Engineer.
2. Sidewalks in the public rights-of-way shall be five (5) feet wide and shall be constructed of a minimum of four (4) inches of Portland cement concrete over a two (2) inch aggregate base. The portion of sidewalks extending through any driveway approach shall be constructed of a minimum of eight (8) inches of Portland cement concrete over a two (2) inch aggregate base. Sidewalks in the public rights-of-way shall be constructed and installed in accordance with the requirements of Section 5.05 of the Code of General Ordinances.
3. City shall accept the sidewalks required to be designed, constructed and installed by Developer pursuant to the conditional use permit and this Agreement which are located in the public rights-of-way upon the following:
  - a. completion of the sidewalks in accordance with all approved plans and specifications, the Code of General Ordinances for the City of Kenosha, the Americans with Disabilities Act standards and guideline, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, and compatibility with attached and adjacent systems, facilities and improvements.
  - b. construction, installation and delivery of the sidewalks without defect, damage or nonconformance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, the American with Disabilities Act standards and guidelines, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
  - c. providing City with copies of the results of all tests and inspections of the sidewalks, including density tests certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of sidewalk trench backfill.
  - d. approval by City Engineer of the stamped and certified "as-built" plans of the sidewalks required pursuant to Section I.D.5. of this Agreement.

- e. receipt of final lien waivers from all contractors, subcontractors, and suppliers.
- f. receipt of Developer's affidavit of compliance with prevailing wage rate determination, for work performed on such portions of the improvements located within public rights-of-way.
- g. certification of items a – f above by City Engineer.
- h. approval by the Common Council of the City of Kenosha upon recommendation by CITY Engineer and the City of Kenosha Board of Public Works of the sidewalks.

- 4. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the sidewalks required by the conditional use permit and this Agreement. Upon acceptance of the sidewalks, City shall have full jurisdiction and ownership of the sidewalks located in the public rights-of-way. Developer shall be responsible for the maintenance of the sidewalks in accordance with the Code of General Ordinances for the City of Kenosha.
- 5. Sidewalks in the public rights-of-way shall be completed and accepted by City prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**K. Street and Regulatory Signs and Traffic Controls and Signals**

- 1. Developer shall reimburse City for City's actual cost for materials, labor, and installation of street name signs required by City for 71<sup>st</sup> Street and 125<sup>th</sup> Avenue within forty-five (45) days of being invoiced by City.
- 2. Developer, at Developer's cost and expense, shall purchase and install all regulatory signs required by City for 71<sup>st</sup> Street and 125<sup>th</sup> Avenue.
- 3. Developer, at Developer's cost and expense, shall design, construct and install traffic controls on 71<sup>st</sup> Street and 125<sup>th</sup> Avenue in accordance with City and WDOT specifications, the conditional use permit, the certified survey map, and the letter from the WDOT dated June 18, 2015. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction and installation of the traffic controls required by this paragraph from City and the WDOT prior to the construction and installation of the traffic controls.
- 4. The traffic controls required to be designed, constructed, and installed pursuant to Section I.K.3. of this Agreement shall be completed, dedicated and accepted by City and the WDOT, as the case may be, prior to City issuance of any Temporary Certificate of Occupancy to Developer for any improvements within the Phase I Development of the Real Estate.

**L. Survey Monuments.**

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

**II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES**

**A. Pre-Construction Activities**

1. The City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement constitute a project of public works subject to the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code. Developer, at Developer's cost and expense, shall comply with the municipal prevailing wage and hour scales pursuant to Section 66.0903 of the Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in connection with the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement. Prior to City and Utility accepting any of the City and Utility public improvements required to be made pursuant to the conditional use permit and this Agreement, Developer shall file with the City and Utility an affidavit of compliance with the prevailing wage rate determination on the form prescribed by the Department of Workforce Development pursuant to Chapter DWD 290.145 of the Wisconsin Administrative Code.
2. Developer shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Developer's civil engineer for the public improvements and private stormwater drainage facilities required to be made by Developer pursuant to the conditional use permit and this Agreement prior to the execution of this Agreement by City and Utility.
3. Any bidder on any of the City and Utility public improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall be prequalified by City and Utility. Developer shall not award any contract for any public improvements required to be made pursuant to the conditional use permit and this Agreement to any bidder who has not been pre-qualified by City or Utility.
4. Developer, at Developer's cost and expense, shall raze all structures within the Real Estate prior to the issuance of any permits by City to Developer in any way related to land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances, or in any way related to the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement. Developer, at Developer's cost and expense, shall apply for and obtain a raze permit from City and any other permits required by any Federal and State environmental laws, rules, and regulations prior to razing, removing and disposing of any structures within the Real Estate. Developer, at Developer's cost and expense, shall raze, remove, and dispose of all structures within the Real Estate, and shall remediate the Real

Estate in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.

5. No land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances by Developer shall commence and no construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement shall commence prior to all of the following:
  - a. all required assurances have been received and approved.
  - b. the certified survey map has been approved by the Common Council, signed by City, and recorded with the Kenosha County Register of Deeds.
  - c. the conditional use permit has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.
  - d. the Access Easement to the Real Estate owned by Utility, has been approved and signed by the Kenosha Water Utility Board of Water Commissioners, signed by Developer, and recorded with the Kenosha County Register of Deeds.
  - e. the Stormwater Drainage Facilities Maintenance Agreement and the Stormwater Drainage Facilities Easement have been approved by the Common Council, signed by City and Developer, and recorded with the Kenosha County Register of Deeds.
  - f. this Agreement has been approved by the Common Council, the Kenosha Water Utility Board of Water Commissioners, signed by all Parties, and recorded with the Kenosha County Register of Deeds.
  - g. all plans and construction specifications for land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances have been reviewed and approved by City Engineer and Utility General Manager and all other plans and construction specifications for the construction or installation of any of the improvements required to be made by Developer pursuant to the conditional use permit and this Agreement have been reviewed and approved by City Engineer and Utility General Manger.
  - h. all permit fees have been paid and all permits have been issued for the work intended to be performed prior to the performance of any such work.
  - i. a pre-construction meeting attended by Developer, City, Utility, contractors and any consultants' inspectors has been held.

j. written authorization to proceed has been given by the Director of Community Development and Inspections following certification of items a-i above by the Director of Community Development and Inspections.

6. Upon receiving written authorization to proceed from the Director of Community Development and Inspections, Developer shall notify City and Utility in writing no less than two (2) working days in advance of the date for the commencement of the construction of the improvements required to be made pursuant to the conditional use permit and this Agreement. This notification requirement shall also apply to the resumption of construction following a work interruption of over fifteen (15) consecutive working days.

**B. Construction Activities**

1. Construction access to the Real Estate shall be as shown on the Erosion and Sediment Control Plan approved by City Engineer. Construction staging areas shall be as shown on the Construction Phasing Plan approved by the Department of Community Development and Inspections and City Engineer. Developer, at Developer's cost and expense, shall design, construct and install the construction access and construction staging areas in accordance with City specifications, the conditional use permit, the certified survey map, the approved Erosion and Sediment Control Plan, the approved Construction Phasing Plan, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications and all required permits for the design, construction, and installation of the construction access and construction staging areas from the Department of Community Development and Inspections and City Engineer prior to construction and installation of the construction access and construction staging areas.
2. Developer, at Developer's cost and expense, shall apply for and obtain all required permits from City and the WDOT prior to the closing of any public streets and shall comply with all applicable ordinances, laws, rules, and regulations regarding the closure of public streets.
3. Developer, at Developer's cost and expense, shall abandon any wells and septic systems on the Real Estate in accordance with the requirements of the Wisconsin Department of Natural Resources, Chapter NR 812 of the Wisconsin Administrative Code, and Section 32.09 of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of well abandonment reports to City and Utility.
4. City and Utility shall provide engineering and inspection services during construction of the improvements required by the conditional use permit and this Agreement to ascertain Developer's compliance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services shall be based upon the

hourly rate of the City and Utility employees performing the services plus indirect costs. Developer shall pay City and Utility for all engineering and inspection services provided by City and Utility within forty-five (45) days of being invoiced. The engineering and inspection services provided pursuant to this paragraph shall not relieve Developer, its employees or contractors from constructing and installing the improvements required by the conditional use permit and this Agreement in accordance with all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, or from providing City and Utility all stamped "as-built" plans and all "as-built" plan certifications required by this Agreement.

5. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed sanitary sewerage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to Utility. Videotapes and written logs of all sanitary sewerage facilities inspections shall be provided to Utility for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to a televised inspection. Utility reserves the right to perform the televised inspection of the completed sanitary sewage facilities at Developer's cost and expense. Developer shall reimburse Utility for the cost of the televised inspection within forty-five (45) days of being invoiced by Utility.
6. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed stormwater drainage facilities required by this Agreement. The televised inspection shall be performed by an inspection service acceptable to City. Videotapes and written logs of all stormwater drainage facilities inspections shall be provided to City for review. Any repairs or cleaning identified by the televised inspection shall be promptly performed by Developer and the effected area shall again be subject to televised inspection. City reserves the right to perform the televised inspection of the completed stormwater drainage facilities at Developer's cost and expense. Developer shall reimburse City for the cost of the televised inspection within forty-five (45) days of being invoiced by City.
7. Utility, at Utility's sole discretion, reserves the right to retain independent testing services in the event Utility determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to Utility's satisfaction the proper completion of the sanitary sewerage facilities and the water supply and distribution facilities required by this Agreement. Developer shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
8. City, at City's sole discretion, reserves the right to retain independent testing services in the event City reasonably determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by the conditional use permit and this Agreement. Developer shall reimburse City for the cost of the independent testing services within forty-five (45) days of being invoiced by City.

9. Developer, at Developer's cost and expense, shall use granular trench backfill under all pavement and within twenty-four (24") inches thereof in accordance with City and Utility specifications, the conditional use permit, the certified survey map, and the approved plans. Developer, at Developer's cost and expense, shall provide City and Utility copies of the results of all tests and inspections of the granular trench backfill certified and stamped by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular trench backfill.

### **III. ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS AND PRIVATE STORM WATER DRAINAGE FACILITIES**

#### **A. Assurances Required**

1. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the Utility General Manager an assurance in the form of cash or an irrevocable letter of credit in an amount established by Utility General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of sanitary sewerage facilities, water supply and distribution facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. Prior to execution of this Agreement by City and Utility, Developer shall deposit with the City Clerk-Treasurer an assurance in the form of cash or an irrevocable letter of credit in an amount established by City Engineer equal to one hundred twenty-five (125%) percent of the City's estimated cost of all other public improvements, private stormwater drainage facilities, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to this paragraph shall be in addition to any other assurances which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of the Real Estate which is the subject of the conditional use permit and this Agreement.
2. The assurances required pursuant to Section III. A.1. of this Agreement shall be used to secure Developer's cost of designing, constructing and installing the public improvements and private stormwater drainage facilities required pursuant to the conditional use permit and this Agreement, and to compensate City and Utility for City's and Utility's cost of completing the public improvements, private stormwater drainage facilities, and performing the engineering and inspection services and testing services related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations in the event Developer fails to do so within the time frame required by this Agreement and in accordance with this Agreement, all approved plans and specifications,

the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations. The assurances required pursuant to Section III.A.I. of this Agreement shall also be used to assure compliance with Developer's guarantee provided in this Agreement.

3. In the event the assurances required pursuant to Section III.A.I. of this Agreement are insufficient to cover one hundred twenty five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, Developer upon written demand by City or Utility shall deposit with the City Clerk-Treasurer or Utility General Manager additional assurances in the form of cash or an irrevocable letter of credit in an amount established by City or Utility equal to one hundred twenty-five (125%) percent of the actual cost of the public improvements, private stormwater drainage facilities, the engineering and inspection services and testing services related thereto, and the environmental conditions related thereto, required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations.
4. Any irrevocable letter of credit to be used by Developer as an assurance pursuant to this Agreement shall be issued by a financial institution authorized to do business in the State of Wisconsin having a financial standing acceptable to the City and Utility, and the form of any irrevocable letter of credit shall be approved in advance by the City Attorney. Any irrevocable letter of credit approved for use by the City Attorney as an assurance pursuant to this Agreement shall remain in effect until completely drawn upon or released by City or Utility. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Agreement is about to expire and has not been renewed by Developer, City and Utility may draw upon the irrevocable letter of credit and retain the proceeds as a cash assurance pursuant to this Agreement.
5. If and to the extent Developer shall properly complete portions of the public improvements and private stormwater drainage facilities required to be made pursuant to the conditional use permit and this Agreement for which Developer shall have deposited an assurance, then upon written request of Developer, and upon the written recommendation of City Engineer and Utility General Manager, as the case may be, the assurance may be reduced in the amount reasonably recommended by City Engineer and Utility General Manager. In no event shall the assurance be reduced below one hundred twenty-five percent (125%) of the City Engineer's and Utility General Manager's reasonable estimate of the cost of the remaining public improvements, the private stormwater drainage facilities, the engineering, testing and inspection services related thereto, the environmental conditions related thereto, and the guarantee obligations required to be made and provided pursuant to the conditional use permit, this Agreement, all WDNR requirements, and all Federal and State

environmental laws, rules, and regulations. Prior to the reduction of any assurance, Developer shall submit to City and Utility a waiver of lien current to date from all contractors, subcontractors and suppliers. The balance of the remaining assurance shall remain on deposit with the City Clerk-Treasurer and Utility General Manager, as the case may be, until expiration of Developer's guarantee provided in this Agreement. City and Utility shall release the balance of the remaining assurance within forty-five (45) days following expiration of Developer's guarantee provided in this Agreement.

6. In addition to all other remedies, occupancy permits may be withheld by City until the City of Kenosha Department of Community Development and Inspections certifies that the requirements of Chapter XVII of the Code of General Ordinances have been met. In the event any work specified in the conditional use permit and this Agreement is not completed in accordance with this Agreement, all approved plans and specifications, the conditional use permit, the certified survey map, the Code of General Ordinances for the City of Kenosha, all WDNR requirements, and all Federal and State environmental laws, rules, and regulations, City and/or Utility may do or cause the work to be done and charge the cost for the work against any assurance provided pursuant to this Agreement or impose a special charge and/or special assessment against the Real Estate in the event there is no applicable assurance or the assurance is insufficient. The remedies available to City and Utility pursuant to this paragraph shall not relieve Developer of Developer's guarantee provided in this Agreement.

#### **IV. DEDICATION AND GUARANTEE OF PUBLIC IMPROVEMENTS**

##### **A. Dedication of Public Improvements**

Subject to all other provisions of this Agreement, the conditional use permit and the certified survey map, Developer shall, upon completion of all of the public improvements, and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the public improvements to City and Utility, free and clear of all liens and encumbrances together with all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and habiliments which may in any way be a part of or pertain to the public improvements together with any and all easements necessary for access to the public improvements. Developer shall execute such documents deemed necessary by City and Utility to effectuate the dedication of the public improvements pursuant to this paragraph. Upon dedication, City and Utility shall have the right to connect or integrate the dedicated public improvements unto the facilities of City and Utility without charge, award of damages or consent of Developer. Dedication shall not constitute acceptance of any improvement by City or Utility.

##### **B. Guarantee of Public Improvements**

1. Developer shall guarantee all public improvements, required to be made by Developer by the conditional use permit and this Agreement against all defects due to faulty design,

materials or workmanship of which Developer is notified in writing within a period of one (1) year from the date of acceptance of the subject public improvement by the Common Council of the City of Kenosha or the Kenosha Water Utility Board of Water Commissioners. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs to the public improvements which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.

2. Developer shall be responsible for any settlement of fill material which may occur in any public utility trenches in any right-of-way or easement for a period of one (1) year from the date of the last acceptance by City or Utility of any utility improvement located in such portion of the Real Estate. Developer, at Developer's cost and expense, shall make any required repairs. City and Utility reserve the right to perform any required repairs which City and Utility deem necessary on a time and material basis. Developer shall reimburse City and Utility for the cost of repairs within forty-five (45) days of being invoiced by City or Utility.
3. The assurances required to be provided by Developer pursuant to Section III of this Agreement shall be used to assure Developer's guarantee of the public improvements pursuant to this Section IV and to compensate City and Utility for City's and Utility's cost of performing any repairs to the public improvements guaranteed by Developer pursuant to this Agreement. In the event there is no applicable assurance or in the event the assurance is insufficient, City and/or Utility may do or cause Developer's guarantee work to be done and impose a special charge and/or special assessment against the Real Estate for the cost of the work.

## V. DEVELOPER INDEMNIFICATION

Developer shall jointly and severally indemnify, defend and hold harmless City, Utility, their officers, employees and agents (the "Indemnified Parties") from and against all losses, proceedings, claims, liability, charges, damages, costs, and penalties, whether initiated or sought by governmental authorities or private parties, including, but not limited to, reasonable attorney fees and expenses, expert witness fees and expenses, engineering fees and expenses, environmental consultant fees and expenses, investigating fees and expenses, remediation costs, including without limitation any financial assurances required to be posted for completion of remedial work and costs associated with administrative oversight, settlement expenses, and judgments, which any of them may hereafter sustain, incur or be required to pay whether incurred in connection with any judicial or administrative process or otherwise, to the extent arising out of or related to: the razing, removing or disposing of any structures within the Real Estate; any environmental conditions affecting the Real Estate; the presence or alleged presence of hazardous material on or under the Real Estate whether as a result of activities on the Real Estate or on surrounding real estate; the actual or alleged violation of any Federal or State environmental law, rule or regulation; requirements imposed by the Code of General Ordinances for the City of Kenosha; requirements

imposed by all Federal and State environmental laws, rules, and regulations; the design, construction and installation of any of the public improvements or private stormwater drainage facilities required by the conditional use permit and this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the public improvements required by the conditional use permit and this Agreement provided that such indemnity shall not extend to the gross negligence or willful misconduct of the Indemnified Parties and further provided that the Indemnified Parties are not waiving any common law or statutory immunities, limits of liability, monetary liability limitations or notice requirements. Upon the filing with City or Utility of a claim for damages arising out of the acts which Developer herein agrees to indemnify, defend and hold City, Utility, their officers, employees and agents harmless, the City and/or Utility shall notify Developer of such claim, and in the event that Developer does not settle or compromise such claim, Developer shall undertake the legal defense of such claim both on behalf of Developer and/or City and Utility and their officers, employees and agents. It is specifically agreed that City and/or Utility, at City's and Utility's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City, Utility or any of their officers, employees or agents for any cause for which Developer is liable herewith, shall be conclusive against Developer as to liability and the amount of damages. Any damages, costs or expenses, including reasonable attorney fees sustained, incurred or paid by City, Utility and/or their officers, employees or agents arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed to City, Utility and/or their officers, employees and agents through Developer's assurances required pursuant to this Agreement or through such other means as the City and/or Utility in their sole discretion deem appropriate. This paragraph shall survive installation of the public improvements and private stormwater drainage facilities to effectuate its purpose.

## **VI. CITY RESPONSIBILITIES**

Upon application by Developer and upon payment by Developer of all required fees, City shall process all permit applications and will issue all City permits required for the development of the Real Estate provided Developer is in compliance with all City and Utility conditions of approval, all WDNR requirements, all Federal and State environmental laws, rules, and regulations, the conditional use permit, the certified survey map, this Agreement, and all standards for the issuance of the required City permits set forth in applicable federal, state, county, or City laws, ordinances, resolutions, rules and regulations in effect as of the date the permit is to be issued unless otherwise specified. City shall not be responsible for the installation of any of the 2021 Total Improvements referred to in the letter from the WDOT dated June 18, 2015.

## **VII. MISCELLANEOUS**

### **A. Notice**

Any notice required to be given in this Agreement by any of the Parties is to be by certified mail with return receipt or by personal service addressed to Developer, City or Utility set forth below. Any Party may designate a different address by delivering, sending, or serving

written notice of such change of address upon the other Parties. Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

If to Continental 315 Fund LLC: Continental 315 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

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

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

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

If to Utility: General Manager  
Kenosha Water Utility  
4401 Green Bay Road  
Kenosha, Wisconsin 53144

With a copy to: Office of the City Attorney  
Municipal Building, Room 201  
625 -52nd Street  
Kenosha, Wisconsin 53140

**B. Land Dedications and Impact Fees**

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

**C. Assignment**

Developer shall not assign or transfer this Agreement without the prior written consent of the City and Utility. Any unauthorized assignment or transfer shall be a breach of this

Agreement thereby entitling the City and Utility to draw upon the assurances required to be provided pursuant to Section III of this Agreement. Any assignment or transfer shall be conditioned upon the assignee or transferee entering into a written Agreement with City and Utility through which the assignee or transferee agrees to be bound by all of the terms, conditions, and obligations of this Agreement. No assignment or transfer shall relieve Developer of any obligations under this Agreement in the event of breach or default by the assignee or transferee. No assignment or transfer shall be inconsistent with the terms of this Agreement. The assignee or transferee shall have all rights, privileges, and obligations as granted Developer under this Agreement.

**D. Integration**

This Agreement and the other documents incorporated by reference herein embody the entire Agreement and understanding between the Parties and supersede all prior Agreements and understandings relating to the subject matter hereof.

**E. Defaults**

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

**F. Severability**

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

**G. Recordation**

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, and all costs of recordation shall be paid by Developer.

**H. Exhibits, Plans, Agreements, and Easements Incorporated By Reference**

The exhibits attached to this Agreement and the plans, agreements and easements referred to in this Agreement are made a part of this Agreement and are incorporated herein by reference. The plans referred to in this Agreement will be on file with the City of Kenosha Department of Community Development and Inspections upon review and approval by City Engineer and Utility General Manager.

**I. Choice of Law and Venue**

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

**J. Waiver of Breach or Violation not Deemed Continuing**

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

**K. Construction**

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

**L. Time of the Essence**

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

**M. Binding Effect**

This Agreement shall run with the Real Estate and shall be binding upon Developer, Developer's successors and assigns, and Developer's successors in title. The guarantee of Developer set forth in Section IV shall be for the period specified therein. Any recorded easements, agreements, covenants, and restrictions shall be binding for the time set forth therein, or if no time is specified, for the time provided under applicable Wisconsin law.

**N. Amendment**

This Agreement may only be amended by the mutual written consent of the Parties and subject to the approval of any such amendment by the Common Council for the City of Kenosha and the Kenosha Water Utility Board of Water Commissioners.

- O. The Parties acknowledge and agree that any future development of the Real Estate beyond the Phase I Development of the Real Estate which is the subject of the conditional use permit attached as Exhibit C and this Agreement shall require approval of a conditional use permit by City and approval of a development agreement by City and Utility.

**VIII. AUTHORIZATION**

- A. Developer represents to City and Utility that Developer is a Wisconsin limited liability company, is in good standing in Wisconsin, that all acts which are a condition precedent to entering into this Agreement have thereby taken place, and that the individual executing this Agreement on behalf of Developer has the authority to do so and to bind Developer to the terms and conditions of this Agreement.
- B. Utility enters into this Agreement by authority of action taken by the Board of Water Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.
- C. City enters into this Agreement by authority of action taken by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

*Signature Pages Follow*







EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Lot One (1), Outlot One (1), Lot Two (2), and Outlot Two (2) of CERTIFIED SURVEY MAP NO. \_\_\_\_\_, being a division of part of Lot Two (2) of Certified Survey No. 2297 and lands, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4), and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on \_\_\_\_\_, 2015, as Document No. \_\_\_\_\_.

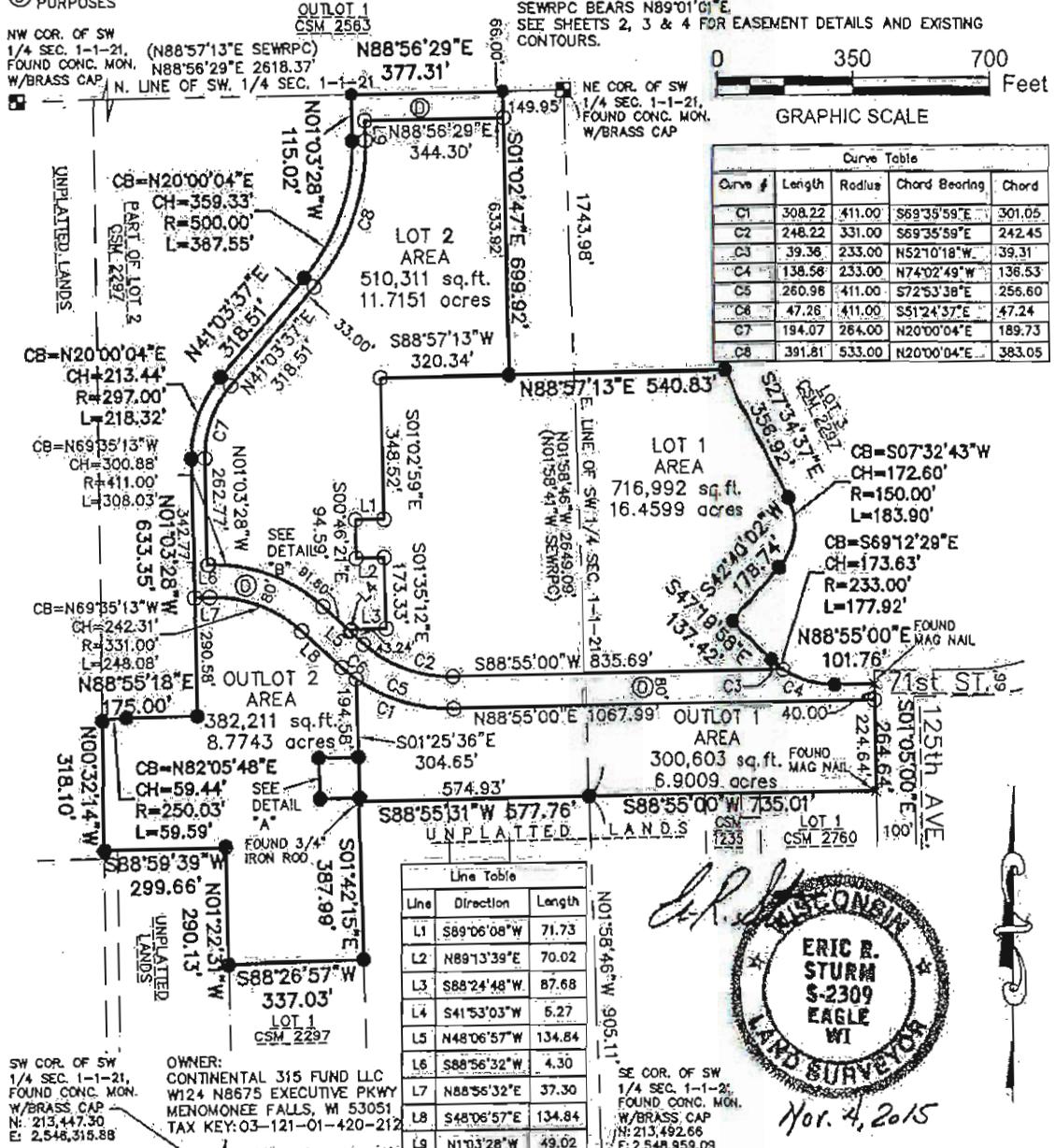
EXHIBIT B  
CERTIFIED SURVEY MAP

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of part of Lot 2 of Certified Survey No. 2297 and lands, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4, and the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, Kenosha County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT
- Ⓧ INDICATES LAND DEDICATED TO THE PUBLIC FOR STREET PURPOSES

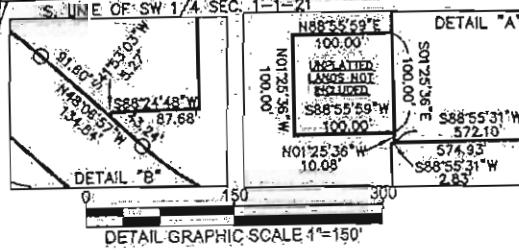
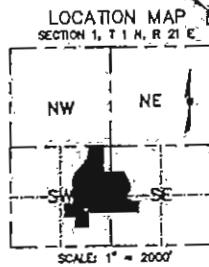
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27). THE SOUTH LINE OF THE SW 1/4 OF SECTION 1, T 1 N, R 21 E, AS PUBLISHED BY SEWRPC BEARS N89°01'01"E. SEE SHEETS 2, 3 & 4 FOR EASEMENT DETAILS AND EXISTING CONTOURS.



SW COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP. N: 213,447.30 E: 2,548,318.88

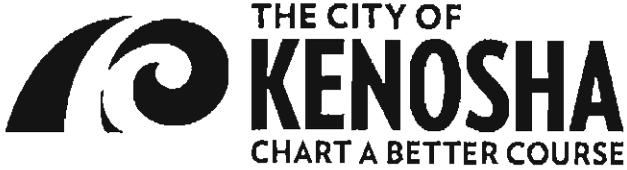
OWNER: CONTINENTAL 315 FUND LLC  
 W124 N8675 EXECUTIVE PKWY  
 MENOMONEE FALLS, WI 53051  
 TAX KEY: 03-121-01-420-212

SE COR. OF SW 1/4 SEC. 1-1-21, FOUND CONC. MON. W/BRASS CAP. N: 213,492.66 E: 2,548,959.09



**R.A. Smith National, Inc.**  
 Beyond Surveying and Engineering  
 16745 W. Bluemound Road, Brookfield WI 53005  
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
 Appleton, WI Orange County, CA Pittsburgh, PA  
 CS190135.dwg SHEET 1  
 SHEET 1 OF 9 SHEETS

EXHIBIT C  
CONDITIONAL USE PERMIT



CITY PLAN COMMISSION  
Staff Report - Item 11

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Quit Claim Deed from Anchor Bank fsb to the City of Kenosha regarding 0.1748 acres for 71st Street Right-of-Way West of 125th Avenue. (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

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

**LOCATION AND ANALYSIS:**

**Site:** 71st Street West of 125th Avenue

1. The Quit Claim Deed dedicates a portion of 71st Street to the City.
2. The property is currently owned by Anchor Bank.
3. The right-of-way will be improved by the developer of Springs at Kenosha under a separate Developer Agreement.

**RECOMMENDATION:**

A recommendation is made to accept the Quit Claim Deed.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director



# DEDICATION EXHIBIT

## CITY OF KENOSHA

Situated on 71st Street, in the City of Kenosha, Kenosha County, Wisconsin.

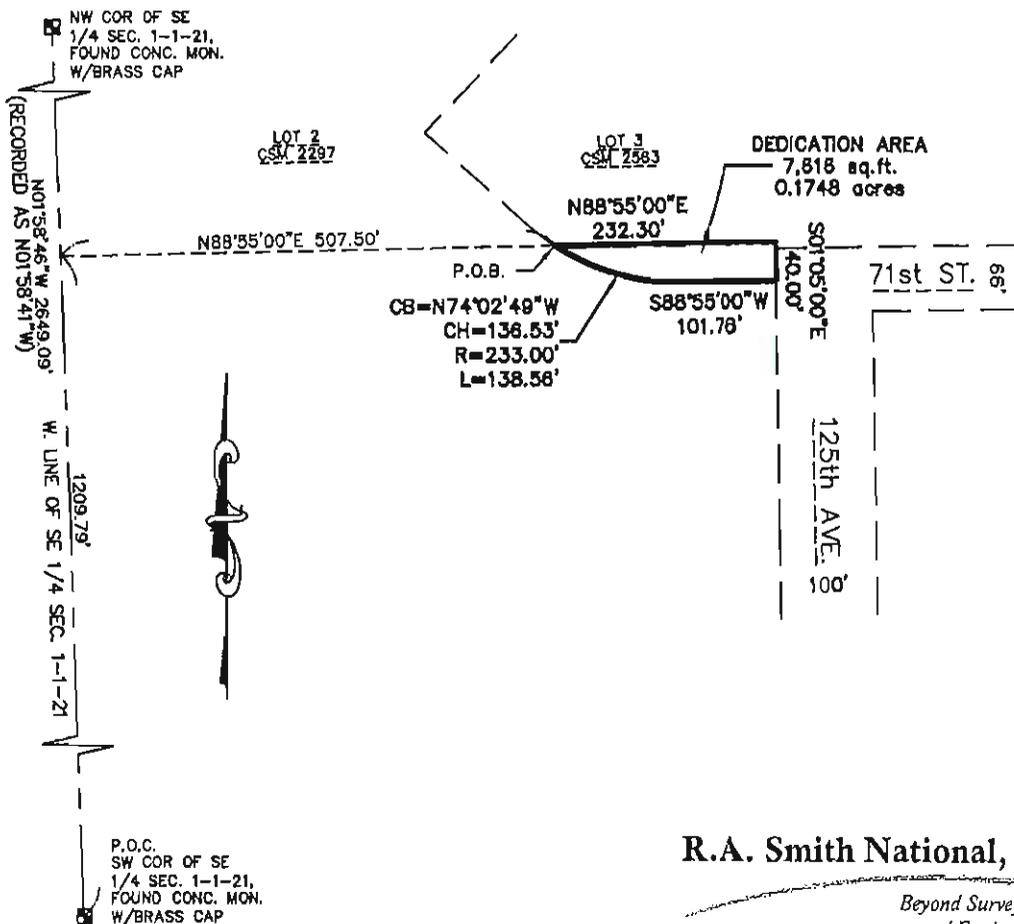
Part of Lot Three (3) of CERTIFIED SURVEY MAP NO. 2563, being a part of Lot Three (3) of Certified Survey Map No. 2297 in the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section One (1), in Township One (1) North, Range Twenty-one (21) East, in the City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

COMMENCING at the Southwest corner of said Southeast 1/4 Section; thence North 01°58'46" West along the West line of said Southeast 1/4 Section 1209.79 feet to a point; thence North 88°55'00" East 507.50 feet to a point on the West line of said Lot 3 and the point of beginning of lands to be described; thence North 88°55'00" East 232.30 feet to a point on the West line of 125th Avenue extended; thence South 01°05'00" East along said West line extended 40.00 feet to a point on the South line of said Lot 3; thence South 88°55'00" West along said South line 101.76 feet to a point; thence Northwesterly 138.56 feet along said South line and the arc of a curve whose center lies to the Northeast, whose radius is 233.00 feet and whose chord bears North 74°02'49" West 136.53 feet to the point of beginning.

December 3, 2015

Continental 315 Fund LLC

Project No. 166196-BMJ



S:\166196\166196.dwg, 71ST ST. 12/3/2015 10:00:47 AM. dws



**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

S:\166196\166196.dwg  
EX1311L15.dwg\71ST ST

**EXHIBIT A**

SHEET 1 OF 1

R.A. Smith National, Inc.

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Conditional Use Permit for a drive-thru to be located at 2717 18th Street. (Larsen/Meyer Pharmacy)  
(District 4) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson Ruffolo, District 4, has been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

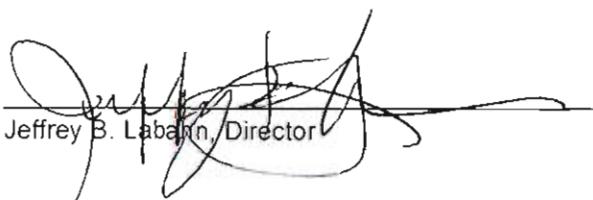
**Site:** 2717 18th Street      **Zoned:** B-2 Community business District

1. The applicant is proposing to add a drive-thru at the existing building at 2717 18th Street, the former Blockbuster Video Store.
2. The drive-thru lane would service a relocated pharmacy that will occupy the southern half of the building. A physical therapy office currently occupies the northern half of the building.
3. The proposed drive-thru would enter and exit on a private street that serves multiple businesses and Glenwood Crossings Shopping Center. One of the private drives to this store would be closed with this project. The drive-thru complies with the width and stacking requirements of the Zoning Ordinance.
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.

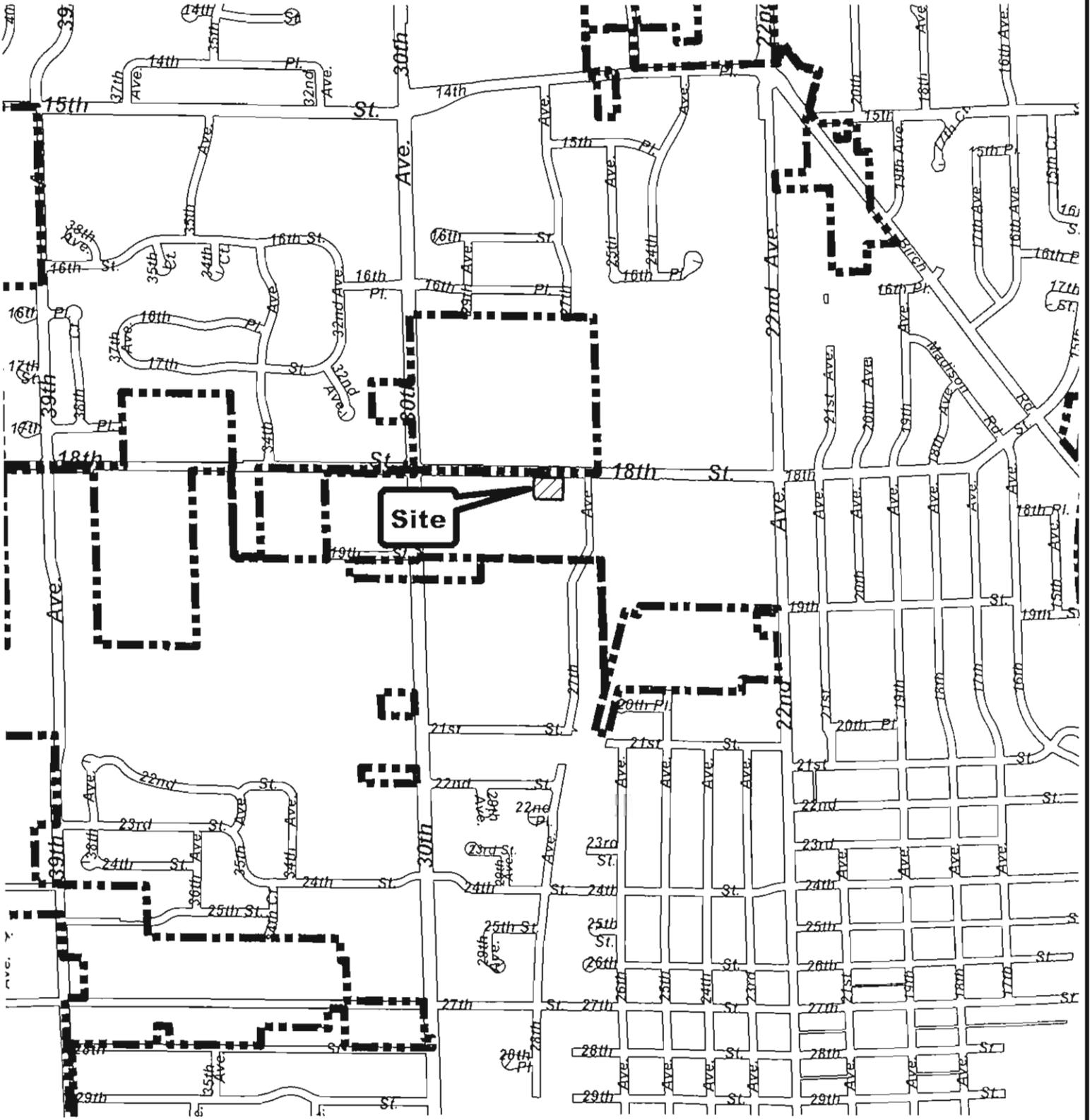
  
\_\_\_\_\_  
Brian Wilke, Development Coordinator

  
\_\_\_\_\_  
Jeffrey B. Labahn, 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 and Occupancy permits.
  - b. 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.
  - c. 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.
  - d. 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 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.
  - e. Compliance with City and State and/or Federal Codes and Ordinances.
  - f. 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.
  - g. 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.
  - h. All vehicles shall be parked within designated paved areas
  - i. 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.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
  - a. A Grading/Drainage Plan shall be approved by the Stormwater Utility.
  - b. An authorization from Michael and Debra Stanich must be submitted to the Department of Community Development & Inspections stating their concurrence with this application which encroaches on their property.
  - c. The current property lines shall be shown on the Site Plan.

# City of Kenosha

## Vicinity Map Larsen/Meyer Pharmacy Drive-Thru CUP



----- Municipal Boundary



# ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

- (1) Location, arrangement and dimensions of all parking spaces, aisles and drives.
- (2) Truck loading spaces and docks.
- (3) Number of parking spaces provided per 1,000 square feet of GLA and the number of loading spaces provided per gross floor area.
- (4) Traffic circulation and control patterns within the site.
- h. Access and traffic control as reviewed and approved by the City Traffic Engineer shall meet the following requirements:
  - (1) Driveway approaches and access points shall meet the applicable provisions of §5.085 "Driveway Approaches", of the City Code of General Ordinances.
  - (2) There must be sufficient on-site storage to accommodate at least three (3) queued vehicles waiting to park or exit without using any portion of the street right-of-way.
  - (3) Driveway locations for loading and unloading activities shall not hinder vehicle ingress or egress.
  - (4) Provisions for internal circulation between adjacent parcels should be provided through coordinated or joint parking and traffic systems, or other methods approved by the City Traffic Engineer.
- i. Off-street parking facilities as reviewed and approved by the City Traffic Engineer and Review Authority shall meet the requirements of §6.01 of the Zoning Ordinance and the design standards of §5.8, "Parking Facilities" of the City Code of General Ordinances.
- j. Off-street loading facilities as reviewed and approved by the Review Authority shall meet the requirements of §6.02 of the Zoning Ordinance and applicable design standards of §5.085 "Driveway Approaches" of the City Code of General Ordinances and in addition:
  - (1) The design of loading facilities shall not hinder any part of the internal traffic system for moving vehicular traffic.
  - (2) Loading facilities shall be clearly marked.
  - (3) The Review Authority may require loading facilities to be screened as outlined in §4.05 E. 2. of the Zoning Ordinance.
  - (4) Buildings less than 7,000 square feet do not have to provide a loading space.
- k. Exterior lighting shall be arranged, oriented or shielded in such a manner as to not directly radiate or glare onto residential lots in a residential district, or create a traffic hazard. No flashing lights within 150 feet of a residential district.
  - l. Minimum development area of 2.5 acres for new developments.
- m. The petitioner and Review Authority shall agree on the following:
  - (1) A start up date for development.
  - (2) Completion date for developments.
  - (3) Commencement and completion date of any phases.
- n. Lot and yard requirements.
  - (1) Detached buildings with street frontage must have a minimum 100 foot lot width, otherwise no minimum is required.
  - (2) Front yard shall have a minimum five (5) foot deep landscaped buffer strip.
  - (3) Street side yard shall have a minimum five (5) foot deep landscaped buffer strip.
  - (4) Rear yard when adjacent to a residential district shall be landscaped and screened.
- o. Other issues which may have an adverse social, economic, or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.

## 15. Drive-thru Facilities in Conjunction with Permitted/Conditional Uses in the B-2, B-3 and B-4 Districts:

- a. **Building Plan** as required in §4.05 B. of the Zoning Ordinance.
- b. **Site Plan** as required in §4.05 C. of the Zoning Ordinance.
- c. **Drainage Plan** as required in §4.05 D. of the Zoning Ordinance.
- d. **Landscape Plan** as required in §4.05 E. of the Zoning Ordinance.
- e. **Utility Plan** as required in §4.05 F. of the Zoning Ordinance.
- f. **Parking and Traffic Circulation Plan** in compliance with the following standards:
  - (1) Entrance to the drive-thru lane shall be located a minimum of one hundred fifty (150') feet from the intersection of the centerline of any public street.

# ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

- (2) Drive-thru lane shall be paved.
- (3) Drive-thru lane shall be a minimum width of eleven (11') feet.
- (4) Vehicle stacking distance between property line and order station, or service window where there is no order station, shall be a minimum of seventy-five (75') feet.
- (5) Vehicle stacking distance between order station where there is an order station and service window, shall be a minimum of twenty-five (25') feet.
- (6) Distance between drive-thru lane and adjacent parking stalls, excluding stall depth, shall be a minimum of:
  - (a) 0° parallel parking - ten (10') feet.
  - (b) 60° parking - fifteen (15') feet.
  - (c) 90° parking - twenty-five (25') feet.
- (7) Drive-thru lane shall not obstruct or interfere with any other on site driveways or traffic circulation elements.
  - g. Service window shall be located so as to be visible from a public street. The service window and drive-thru lane shall be located a minimum of fifty (50') feet from a residentially zoned property. This setback shall not be applicable for buildings with residential use(s) located above the ground floor non-residential use. Drive-thru lane service window and order stations, where there is an order station, shall be effectively screened from adjacent residential properties and uses through fencing, landscaping or a combination thereof.
  - h. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties or the City as a whole.
  - i. Alcohol beverages may not be delivered through a service window from a drive-thru facility.

## 16. Self-Service Storage Facilities in the B-2, M-1 and M-2 Districts.

- a. **Building Plan** as required in **Section 4.05 B.** and **Section 14** of the Zoning Ordinance, plus:
  - (1) Material sample(s) and colors.
  - (2) Floor plan indicating location and size of office and storage units.
  - (3) All buildings shall be constructed of decorative masonry, brick, cut stone, or stained, painted, aggregate or decorative precast concrete panel. Concrete block, where used, shall be cast with a decorative pattern.
- b. **Site Plan** as required in **Section 4.05 C.** and **Section 14** of the Zoning Ordinance, plus:
  - (1) Location and "footprint" of all structures.
  - (2) Location of all off-street parking spaces. All parking spaces and drives between storage buildings shall be paved with asphaltic concrete or Portland Cement concrete.
  - (3) Location of any outdoor storage areas, which shall be shown as paved with asphaltic concrete or Portland Cement concrete.
  - (4) A minimum of thirty (30') feet wide lanes shall be provided between buildings.
- c. **Drainage Plan** as required in **Section 4.05 D.** and **Section 14** of the Zoning Ordinance.
- d. **Landscape Plan** as required in **Section 4.05 E.** and **Section 14** of the Zoning Ordinance.
  - (1) In all cases, Option 1 of Table 3 "Interior Lawn Park Landscaping for Commercial Uses" of Section 14 of the Zoning Ordinance shall be used as the landscaping requirements for interior lawn parks.
  - (2) (i.) Subject to other provisions herein, fencing must be constructed of a site-obscuring, wood or vinyl fence or masonry wall.
    - (ii.) Notwithstanding subdivision (i), fencing for Self-Service Storage Facilities in the M-1 or M-2 Districts may be constructed of non-site-obscuring vinyl-coated chain-link, wrought-iron, or other decorative materials if such fencing will not be located on frontage that is adjacent to a Major Street as designated in **Subsection 5.01**, will not abut a residential district, and will not be across a street from a residential district.
    - (iii.) Notwithstanding any provision to the contrary, outdoor storage areas must be screened by a six foot (6') site-obscuring, wood or vinyl fence or masonry wall.
  - (3) Foundation plantings and site interior landscaping requirements shall be waived when the site is screened by a six foot (6') site-obscuring fence or masonry wall, including storage building walls.
- e. **Utility Plan** as required in **Section 4.05 F.** and **Section 14** of the Zoning Ordinance.

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

**MAILING INFORMATION**

**NAME OF PROJECT:** LARSEN / METER PHARMACY

*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>MISURELLI CONSTRUCTION</u> <u>1615 BIRCH RD</u> <u>KENOSHA WI. 53140</u>	Phone: <u>262-551-9121</u> Fax: _____ E-Mail: <u>ALMISURELLI@TAHOOC.COM</u>
<input checked="" type="radio"/>	Name and Address of Architect/Engineer (Please print): <u>WILLIAM A. MORRIS - ARCHITECT LLC</u> <u>5313 - 87th PLACE</u> <u>PLEASANT PRAIRIE WI. 53158</u>	Phone: <u>262-620-0563</u> Fax: _____ E-Mail: <u>WMORR@WI.RR.COM</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)(Please print): <u>RITLEDGE REVOCABLE TRUST</u> <u>826 FOREST AVE</u> <u>WILMETTE IL. 60091</u>	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 2717 - 18th STREET  
07-222-24-125-021

**TYPE OF LAND DEVELOPMENT**

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

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

**SECTION 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>NO ADDITION</u> Existing Building Size: <u>6500 SQ. FT - 2- SPACES EQUAL</u> Site Size: <u>1.08 ACRES</u> Current # of Employees _____ Anticipated # of New Employees _____ Anticipated Value of Improvements <u>\$ 45,000.00</u>
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<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>
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<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>
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<b>Fees:</b>		<b>Building or Addition Size</b>	<b>Site size</b>	<b>Review Fee</b>
	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>			

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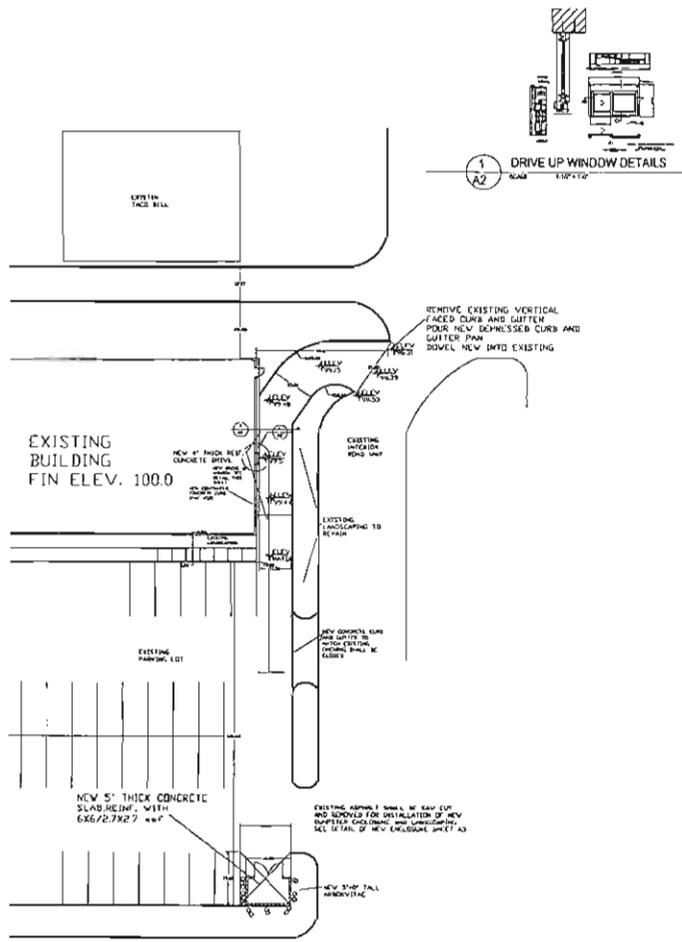
<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 45-60 days for City Plan Commission/Common Council Review</li> </ul>
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The conditional use permit plans, *prepared to a standard engineering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

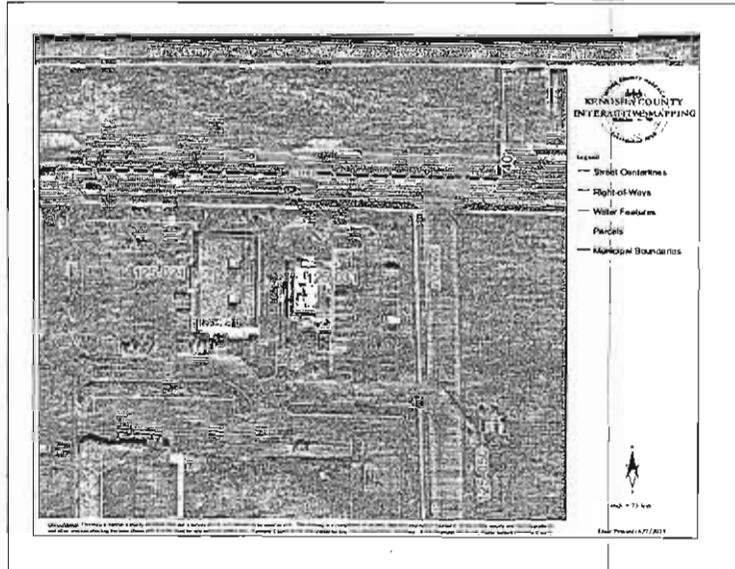
<b>Building Plan:</b>	<ul style="list-style-type: none"> <li>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ Plans and details on fire detection, fire alarm and other safety devices</li> </ul>
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<b>Site Plan</b> (based on a plat of survey)	<ul style="list-style-type: none"> <li>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ 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>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>
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PROPOSED NEW LAYOUT FOR  
PHARMACY DRIVE UP WINDOW  
SCALE 1" = 20.0'



DATE  
8-28-15

REVISED

WILLIAM A. MORRIS - ARCHITECT LLC  
5313 87TH PLACE  
PLEASANT PRAIRIE, VI. 53158

REMODELING OF EXISTING BUILDING FOR  
LARSEN MEYER PHARMACY  
2717 18TH STREET  
KENDSHAW, VI.

A2

**Request for Relief to the off-street parking requirements of Section 6.01 of the Zoning Ordinance for an addition to a building at 3016 75th Street. (Casey Funeral Options) (District 8) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Wicklund, District 8, has been notified. Property owners within 100 feet of the boundary of the property have been notified. The City Plan Commission is the final review authority.

**LOCATION AND ANALYSIS:**

**Site:** 3016 75th Street

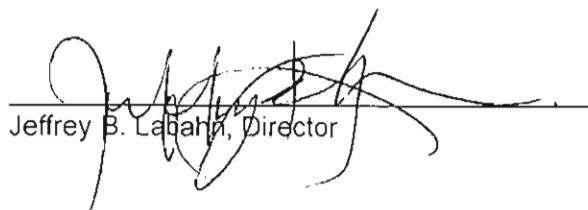
1. Casey Funeral Options is proposing to add on to the existing building they lease at 3016 75th Street. The addition would house an embalming room and a storage garage. The approval of the project is at a Staff level.
2. The Casey Funeral Options building (Parcel #01-122-01-387-007) is separate from the existing parking lot to the East (Parcel #01-122-01-387-008). Both parcels and all properties East to 30th Avenue are currently owned by Dick's Real Estate LLP.
3. As part of the Staff review, it was noted that the development requires ten (10) off-street parking spaces. There are seven (7) parking spaces that straddle one (1) lot line and three (3) more that straddle the next lot line to the east. Since those ten (10) spaces are not on the Casey property, the relief from the City Plan Commission is needed.
4. Staff recommends, at the least, that the Casey property (Parcel #01-122-01-387-007) and the adjacent property to the East (Parcel #01-122-01-387-008) be combined so that seven (7) parking spaces are with the Casey building and relief be granted for the other three (3) spaces straddling the other lot line.

**RECOMMENDATION:**

A recommendation is made to grant relief of three (3) parking spaces if the property owner agrees to combine parcels. Otherwise, a recommendation is made to deny the relief.



Brian Wilke, Development Coordinator



Jeffrey B. Labahn, Director

## **Dick's Real Estate, LLP**

3008 – 75<sup>th</sup> St.

Kenosha, WI 53142

Telephones: Kenosha **654-6644**

**Fax – 262 654 - 8940**

[www.dicksroofing.com](http://www.dicksroofing.com)

**City of Kenosha  
City Planning & Development**

**10/13/15**

To whom it may concern,

Dicks Real Estate, LLP would like to request a relief from the City of Kenosha parking ordinance that requires 10 parking spaces. At this time we only indicate 7 parking spaces with 1 additional handicap space.

Dicks Real Estate, LLP would like to add an addition to the back of the building at 3016 – 75<sup>th</sup> St, that is now Casey Family Options funeral home. The addition will be about 700sq ft and 200sq feet will be used as an embalming room and the rest as a garage and storage. This addition will not increase the traffic to the funeral home, as this is only used as a planning center. At the most there are only 4 cars in the lot at the peak times during planning. Casey Family Options will be signing a 20 year lease at the start of construction.

Please feel free to contact me with any questions or concerns.



Jeff Milkie

President

Dicks Real Estate, LLP

262-945-0605 - Cell

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

**MAILING INFORMATION**

**NAME OF PROJECT:** CASEY FUNERAL OPTIONS

*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>JEFF MILKE</u> <u>3008 - 75<sup>TH</sup> ST.</u> <u>KENOSHA WI. 53142</u>	Phone: <u>262-9450605</u> Fax: _____ E-Mail: <u>JMILKE@SBC</u> <u>GLOBAL.NET</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: <u>ANTHONY G. GARZA</u> <u>TEAR GROUP INC.</u> <u>1213 - 95<sup>TH</sup> ST.</u> <u>KENOSHA WI. 53140</u>	Phone: <u>262-818-4620</u> Fax: _____ E-Mail: <u>TONYG@TGAR.</u> <u>BIZ</u>
<input type="radio"/>	Name and Address of Property Owner (if other than applicant)[Please print]: <u>DICK'S REAL ESTATE</u> <u>3008 - 75<sup>TH</sup> ST.</u> <u>KENOSHA WI. 53142</u>	Phone: <u>262-945-0605</u> Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 3016 - 75<sup>TH</sup> ST.

**TYPE OF LAND DEVELOPMENT**

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

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

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

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

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

Phone: 262.653.4030  
 Fax: 262.653.4045

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

**SECTION 4  
CONDITIONAL USE PERMIT**

<b>Additional Information Required:</b>	Building or Addition Square Footage: <u>750 S.F.</u> Existing Building Size: <u>1,740 S.F.</u> Site Size: _____ Current # of Employees <u>3</u> Anticipated # of New Employees <u>3</u> Anticipated Value of Improvements <u>28,000</u>
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<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale</li> <li>➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A)</li> </ul>
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<b>If Item to be Reviewed by Plan Commission/Common Council must Submit:</b>	<ul style="list-style-type: none"> <li>➤ One (1) 8 1/2" x 11" reduction <i>or</i> twenty (20) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)</li> <li>➤ Sample Board containing colored samples of all exterior building materials</li> </ul>
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<b>Fees:</b>		<u>Building or Addition Size</u>	<u>Site size</u>	<u>Review Fee</u>
	Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Application fee entitles applicant to an initial review and one re-submittal.</li> <li>➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.</li> <li>➤ CUP Amendment = 50% of the applicable fee as determined above.</li> </ul>			

<b>Appendices to Review:</b>	➤ All
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<b>Approximate Review Time:</b>	<ul style="list-style-type: none"> <li>➤ 30 days for Staff Review</li> <li>➤ 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>➤ Layout of building(s) including size and layout of rooms</li> <li>➤ Design and architecture</li> <li>➤ Plans and details on fire suppression and/or standpipe</li> <li>➤ 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>➤ Legal description of property</li> <li>➤ Location and footprint of building(s) and structure(s)</li> <li>➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks</li> <li>➤ Outline of any development stages</li> <li>➤ Location and details on any required emergency access roads</li> <li>➤ 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>➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations</li> <li>➤ Floodplain boundaries, if applicable</li> <li>➤ Soil characteristics, where applicable</li> <li>➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas</li> </ul>
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December 3, 2015

***PUBLIC MEETING NOTICE***  
**Off-Street Parking Exception**  
**3016 75th Street (Casey Funeral Options)**

Property Owner:

The property owner from the property at 3016 75th Street, is requesting a Special Exception from the Off-Street Parking Requirements found in Section 6 of the Zoning Ordinance. Our records indicate that you own property within 100 feet of that property.

The Zoning Ordinance requires ten (10) off-street parking spaces with a proposed addition to the building. The applicant is proposing to utilize seven (7) existing off-street parking spaces, a shortage of three (3) off-street parking spaces. A map of this area is enclosed.

***A public hearing will be held as follows:***

***City Plan Commission Meeting***  
***Thursday, December 10, 2015 at 5:00 pm***  
***Room 202 of the Municipal Building, 625 52nd Street***

The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact Brian Wilke at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

BRW:kas  
Enclosure

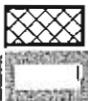
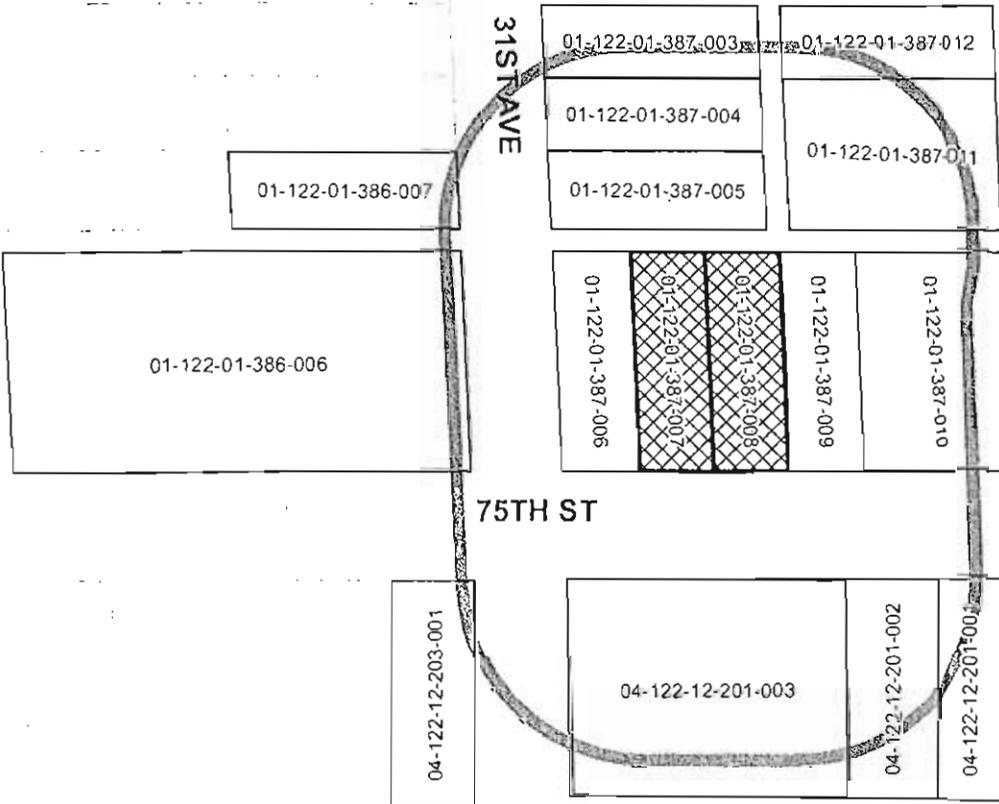
# Casey Funeral Options Relief to Off-Street Parking Requirements

74TH ST

31ST AVE

30TH AVE

75TH ST



Subject Properties

100-foot Notification Boundary



Feet



Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Relief to the exterior building material requirements of Section 14.07 B.12 of the Zoning Ordinance for property at 2801 80th Street (Snap-On) (District 13) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson Wilson, District 13, has been notified. The City Plan Commission has the authority to provide certain relief to the exterior building material requirements for industrial uses.

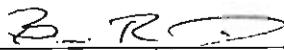
**LOCATION AND ANALYSIS:**

**Site:** 2801 80th Street                      **Zoned:** M-1 Light Manufacturing/M-2 Heavy Manufacturing Districts

1. The applicant is proposing to add a warehouse addition to the existing building at 2801 80th Street. The review of the addition is at a Staff level.
2. The Zoning Ordinance requires building additions for industrial uses to use comparable materials to the existing building materials. In the case of an addition which abuts a residential district or a public street, a minimum of the lower two-thirds of the building must be architectural masonry, EIFS, glass or a combination of those materials.
3. The proposed building addition matches the existing building materials, which includes only the lower one-third of the building facade as masonry and glass. The south and west elevations face a residential district and a public street, respectively, and therefore must comply with the minimum two-thirds requirement. The applicant is requesting relief from the City Plan Commission to construct the addition as proposed.
4. Staff supports the relief to the materials requirement. The goal is to maintain consistency from the existing building to the addition. Adherence to the two-thirds requirement will make the addition contrast with the existing building.
5. Also, the south elevation which faces a residential district will be buffered by landscaping, a fence and about sixty-five (65') feet of pavement.

**RECOMMENDATION:**

A recommendation is made to approve the relief to the exterior building material requirements.

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

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



Ryan M. Rudie, A.I.A.  
Jason G. Frank

**Architecture  
Engineering  
Planning**

920 Goold Street  
Racine, WI 53402  
Tel (262) 634-5565  
[www.brs-architects.com](http://www.brs-architects.com)

November 30, 2015

City of Kenosha - Planning & Development  
625 - 52<sup>nd</sup> Street - Room 208  
Kenosha, WI 53140  
Attn: Brian Wilke

**Re: Snap-on Warehouse Addition - Exterior Elevation Approval**

Dear Mr. Wilke,

We are writing this letter requesting the Plan Commission's approval of the exterior elevations of the proposed warehouse addition at Snap-on Tools located at 2801 - 80<sup>th</sup> Street.

I have attached an image showing the existing warehouse exterior elevations, which includes heights and materials used. The proposed warehouse exterior construction will meet and match all of the existing heights, materials, and colors.

Do not hesitate to call upon me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason G. Frank", written over a horizontal line.

Jason G. Frank  
Butterfield, Rudie & Seitz, Inc.



## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

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location, pattern or form of at least two (2) of the following architectural elements:

- (1) Balconies, porches or verandas;
- (2) Window type and fenestration;
- (3) Roof pitch or design;
- (4) Exterior materials;
- (5) Height;
- (6) Change in material and/or color in a vertical bay;
- (7) Other exterior building modifications approved by the Review Authority.

b. Each building in a multifamily development that consists of two (2) or more buildings shall differ from each adjacent and facing building by using at least two (2) of the following criteria:

- (1) Shifted building orientations of at least forty-five (45°) degrees between buildings;
- (2) Facade width, height, and symmetry;
- (3) Roof pitch or design;
- (4) Total number, type, or symmetrical location of doors, windows, or architectural properties and the exterior building materials;
- (5) Architectural relief of buildings; i.e., dormers, porches;
- (6) Change in material and/or color in a vertical bay;
- (7) Other exterior building modifications approved by the Review Authority.

c. Front facing attached garage entrance doors on multifamily buildings shall be no closer to the lot line than the facade of the principal building. This requirement applies to elevations that are abutting a public street or private street.

d. Detached garages of multifamily buildings shall be constructed entirely of architectural masonry. The materials on the detached garages shall be compatible with the materials used on the primary buildings.

e. Building faces of all multifamily buildings shall be constructed entirely of architectural masonry and/or glass.

**12. Industrial buildings** authorized to be constructed within the City shall conform with the design guidelines hereinafter set forth:

a. Building exteriors of all new industrial buildings shall be constructed entirely of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials. Other decorative and textured materials may also be used to meet these requirements when authorized by the City Plan Commission. Aviation related buildings located at the Kenosha Regional Airport are exempt from these requirements.

b. Additions to industrial buildings shall be constructed entirely with materials that are comparable with the materials of the existing building. On an existing industrial building that does not have architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of two-thirds (2/3rds) of the exterior of any side which abuts a public street or residential district, building additions shall comply with the following requirements:

(1) Any addition to an existing building which creates an exterior side which abuts a public street or a residential district shall consist of architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on a minimum of the lower two-thirds (2/3rds) of the building exterior sides of both the addition and existing building which abuts a public street or a residential district. Exceptions to the two-thirds (2/3rds) requirement for any existing building exterior side which abuts a public street or residential district that has less than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials, may be granted when so authorized by the City Plan Commission.

(2) Any additions to existing buildings which are subject to the requirements of Paragraph 12.b.(1) above, and have an exterior side which abuts an interior side lot line and is adjacent to the front exterior shall be constructed with architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass, or any combination of these materials on the lower two-thirds (2/3rds) of the building exterior for a minimum of twenty (20') feet from the building front or to a natural dividing point approved by the City Plan Department. Exceptions to the twenty (20') foot requirement for any existing building exterior side which abuts an interior side lot line and is adjacent to the front exterior that has less

## ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN

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than two-thirds (2/3rds), but at least one-third (1/3rd) architectural masonry, Exterior Insulated Finish System, architectural composite aluminum or steel panels, glass or any combination of these materials on the front twenty (20') feet may be granted when so authorized by the City Plan Commission.

**C. Site Plans.** Site Plans shall show and include:

1. Dimensions of the development site, indicated along the property line. Distances to all buildings, structures and freestanding signs, on adjoining properties and building setbacks shall be indicated.
2. The location, footprint and outside dimensions of buildings, structures, and freestanding signs.
3. Existing and proposed pedestrian and vehicular access points, streets, drives, alleys, bicycle paths, bridges, intersections, and other pedestrian and vehicular circulation elements, labeled with street names, dimensioned in feet and tenth and hundredths, and with surface materials identified; i.e., asphalt, sod, etc.
4. Vehicle accommodation areas (including parking areas, loading areas, and circulation areas), with the surface material identified and showing the layout of parking spaces and direction of travel lanes, aisles, or driveways.
5. Front, side, and rear yards, labeled as such and dimensioned.
6. Location and dimensions of all existing or planned easements, lands subject to deed restrictions or protective covenants, right-of-ways, and required emergency accessways.
7. Identification of all land to be dedicated or reserved for public use, with the use named.
8. The location, elevation and dimensions of walls and fences that are to be permanent improvements to the site or erected temporarily during construction.
9. The location, elevation and dimensions of outdoor lighting fixtures, if any.
10. With respect to construction of 250,000 square feet, or greater, of building development or expansion on a single parcel or contiguous group of parcels, a three-dimensional model or other depiction or color rendering of proposed buildings, the site, and its immediate vicinity. This model shall be at a minimum scale of 1" = 50'. It shall show all proposed buildings, roads, vehicular and pedestrian circulation elements, parking lots or parking structures, existing vegetation to remain, proposed landscaping, and any other significant natural features.
11. A legal description and certified survey of the property. Any easement, covenant or right-of-way, existing or planned, which creates site design constraints shall be indicated. Any design adjustments to these constraints shall not adversely impact the intent of these standards or the provisions of this ordinance. Location of any floodplain, welland, and shoreland boundary shall be shown.
12. The location, proportion, and orientation of buildings or structures should compliment the location, proportion and orientation of surrounding land forms, buildings or structures.
13. **Surrounding Land Uses and Respective Zoning Classifications.** The Review Authority shall consider the impact of the proposed development on the comprehensive plan, any neighborhood plan, and the Official Zoning Map, as amended. The Review Authority shall use the following criteria when assessing the development's impact on surrounding land uses: the development shall be consistent with the objectives of the comprehensive plan, and any relevant neighborhood plan, the development shall be compatible with the character and objectives of the zoning district or districts within which it is located, and the development shall be compatible with the character of the neighborhood which surrounds the development.
14. **Site access** governed by the following criteria:

warehouse addition and forge renovations for:

# SNAP - ON TOOLS

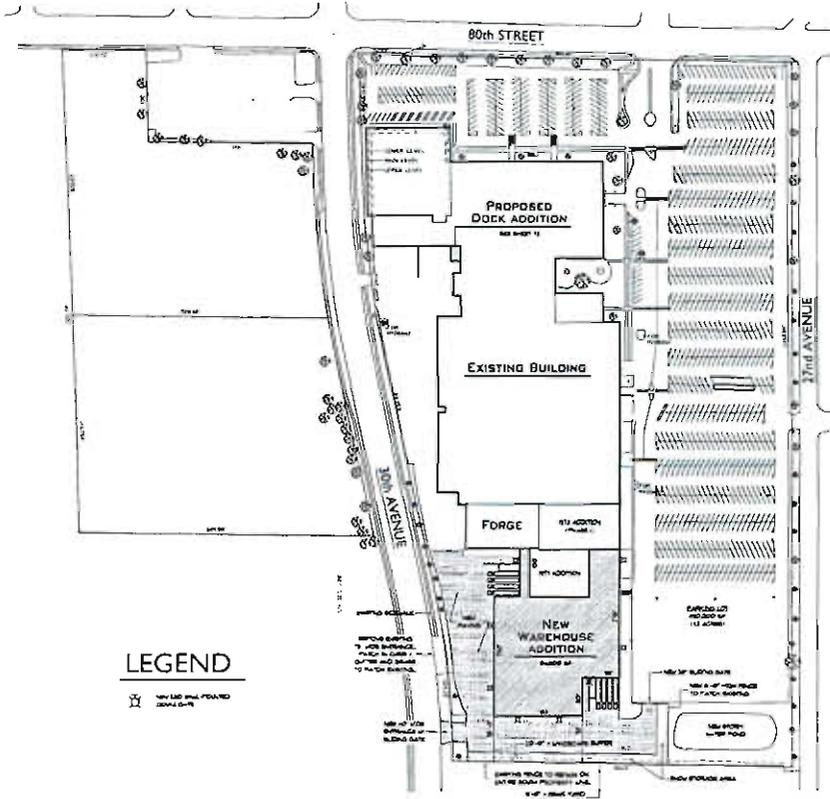
2801 80th STREET ————— KENOSHA, WISCONSIN 53143



■ ARCHITECTURE  
 ■ ENGINEERING  
 ■ PLANNING

■ 920 GOULD STREET  
 ■ RACINE, WISCONSIN

■ VOICE: (262) 634-5565  
 ■ FAX: (262) 634-5618  
 ■ E-MAIL: info@brs-architects.com



**SITE PLAN**  
SCALE: 1" = 100'-0"

## DRAWING INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET SITE PLAN
2	REMODELED FLOOR PLAN
3	EXTERIOR ELEVATIONS
4	LANDSCAPE PLAN
C.1	SITE GRADING PLAN
C.2	SITE UTILITY PLAN
C.3	EROSION CONTROL PLAN
C.4	SITE DETAILS

## PROJECT INFO

OCCUPANCY TYPE: STORAGE  
 GROUP: S-2  
 TOTAL PROJECT AREA: Addition - 64,500 s.f.  
 CONSTRUCTION CLASS: IIB  
 FIRE PROTECTION: FULLY SPRINKLERED  
 NFPA 13

JUNE 23, 2015 ISSUED PLANS FOR SITE CONCEPT REVIEW  
 OCT. 16, 2015 ISSUED PLANS FOR SITE PLAN REVIEW

## DATE

OCT. 16, 2015

## BRS PROJECT NO.

10-15

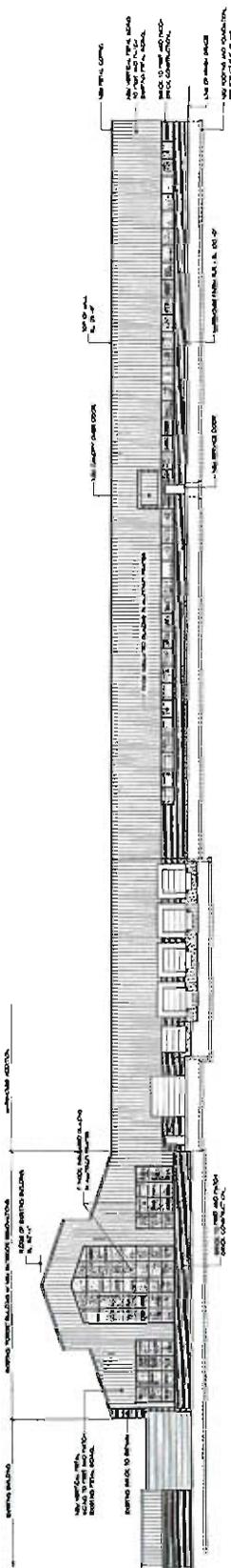
## SHEET NO.

1

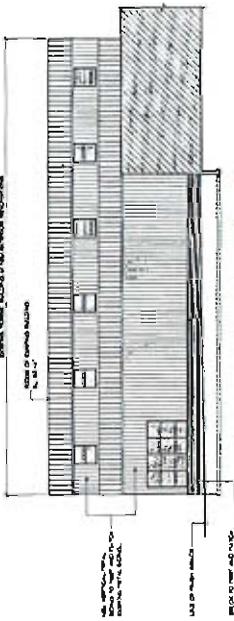
SNAP ON - WAREHOUSE ADDITION

OCT 19 2015

1/1/2015



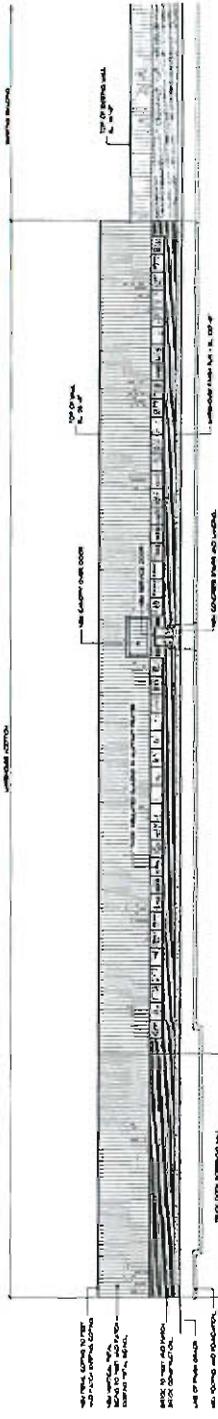
WEST ELEVATION  
 SCALE: 1/8" = 1'-0"



SOUTH FORGE ELEVATION  
 SCALE: 1/8" = 1'-0"

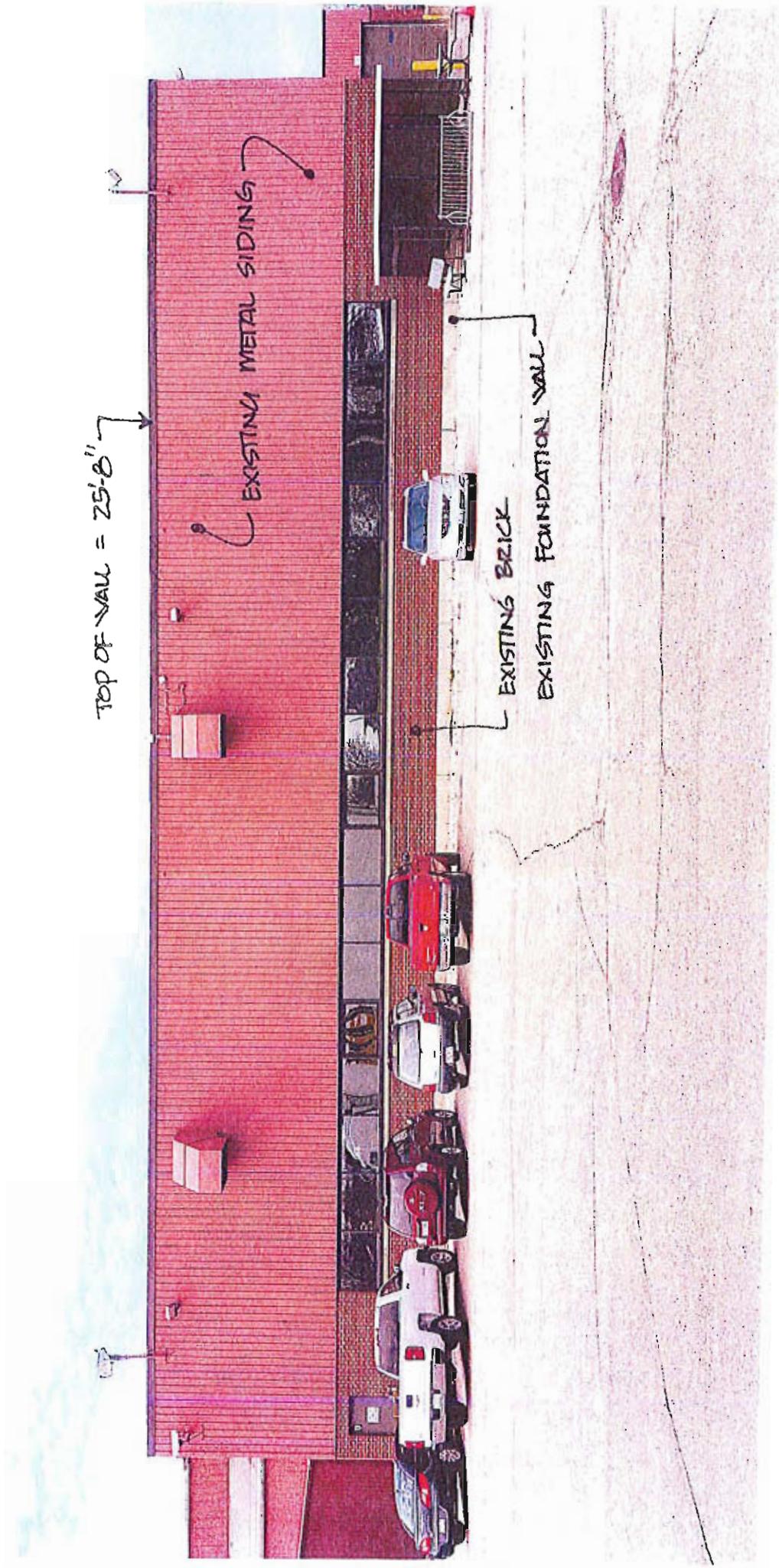


SOUTH WAREHOUSE ELEVATION  
 SCALE: 1/8" = 1'-0"



EAST ELEVATION  
 SCALE: 1/8" = 1'-0"

# EXISTING SOUTH ELEVATION



Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

City Plan Commission Resolution - To Adopt the *Report for the Former Chrysler Engine Plant Site Redevelopment for Kenosha, WI, prepared by ULI Advisory Services Panel* dated April 19-24, 2015. (Chrysler) (District 7) PUBLIC HEARING

#### NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderman Juliana, District 7, has been notified. The City Plan Commission Resolution recommends the Common Council approve the Amendment through a Zoning Ordinance Amendment.

#### LOCATION AND ANALYSIS:

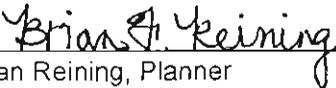
**Site:** Chrysler Site - bounded by 52nd Street to the North, 30th Avenue to the West, 60th Street to the South and 23rd Avenue to the East

1. Wisconsin Statutes require the City Plan Commission to adopt a City Plan Commission Resolution to recommend that the Common Council adopt amendments to the Comprehensive Plan. The City Plan Commission will need six (6) affirmative votes from the Commission to pass.
2. The attached Resolution satisfies this requirement and will be attached to the Zoning Ordinance to create Subsection 18.02 uu. to adopt the plan titled *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015, and to be referenced in the *Comprehensive Plan for the City of Kenosha: 2035*.
3. If the Commission supports this Amendment, a separation Resolution is also required to amend the City's Official Map.
4. The overall goal of the planning report is to restore this site's historic vitality and improve the economic conditions of the surrounding neighborhoods and their residents. A mix of small manufacturing, educational, recreational, and public space are the most appropriate uses for the site.
5. The establishment of a new grid system within the site is intended to enhance connectivity to the surrounding neighborhoods, including the downtown and other areas of the City. The new grid system will subdivide the site into smaller, more manageable areas that are more in character with this area of the City and encourage small business development and social interaction.
6. The ULI Report calls for an "innovation center" that brings together a consortium of academic, business, and organizations with the goal of training and developing innovative entrepreneurs in order to foster the social and economic growth for the City. The center should be designed for maximum flexibility to accommodate small and medium size companies seeking office space, laboratory, research or food preparation space to function as incubator space for entrepreneurs as well as classroom and meeting space for students and the public.
7. As the site develops, the report recommends the use of mixed-use buildings that includes upper-level residential, live/work, or office space. The report suggests the more that mixed-use development occurs, the better it is for enhancing the quality of development for the entire site.

8. The use of green infrastructure and green building is suggested throughout the site. A central green boulevard, particularly 28th Avenue, is recommended that can serve infrastructure functions as well as provide an opportunity to integrate drainage and stormwater management into the landscape and site amenities.
9. While the concepts and ideas stated in the report define a flexible framework that are important for the development of the site, this framework is not a master plan ready for implementation. The City will need to prepare a final master plan and design guideline documents that build on the concepts and ideas in the report. The report recommends that this work should include a public input component so that the master plan has the support of the community. It also recommends that the master plan and community input work should begin as soon as possible so that certain short-term implementation actions can begin in the next few years.

**RECOMMENDATION:**

A recommendation is made to approve the City Plan Commission Resolution amending the Comprehensive Plan.

  
\_\_\_\_\_  
Brian Reining, Planner

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

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CITY PLAN COMMISSION RESOLUTION #\_\_\_ - 15

By: City Plan Commission

To Adopt the Report for the  
*Former Chrysler Engine Plant Site Redevelopment for Kenosha, Wisconsin,*  
*prepared by ULI Advisory Services Panel dated April 19-24, 2015*

**WHEREAS**, the City of Kenosha, pursuant to Section 62.23(1) of the Wisconsin Statutes, has established the City Plan Commission; and

**WHEREAS**, the Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010, following extensive public participation; and

**WHEREAS**, under Wisconsin Statutes 62.23(3)(a), cities have the responsibility for the preparation and adoption of a Master Plan with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; and

**WHEREAS**, the City of Kenosha has contracted with the Urban Land Institute to prepare a *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015; and

**WHEREAS**, the City Plan Commission finds that the Comprehensive Plan, with the proposed amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed amendment, is internally consistent; and

**WHEREAS**, the City has duly noticed and will hold a public hearing on the proposed amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

**NOW, THEREFORE BE IT RESOLVED** that the City Plan Commission, for the City of Kenosha, Wisconsin does hereby adopt the *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015; and

**BE IT FURTHER RESOLVED**, that the City Plan Commission, for the City of Kenosha, Wisconsin, does hereby recommend that the Common Council enact a Zoning Ordinance adopting the Comprehensive Plan Amendment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

\_\_\_\_\_  
Mayor Keith Bosman, Chairman of City Plan Commission





CITY PLAN COMMISSION  
Staff Report - Item 1 b

Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 uu. of the Zoning Ordinance to Adopt the ULI Advisory Services Panel Report A Former Chrysler Engine Plant Site Redevelopment, Kenosha, Wisconsin. (Chrysler) (District 7) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Alderperson Juliana, District 7, has been notified. The Common Council is the final review authority.

**LOCATION AND ANALYSIS:**

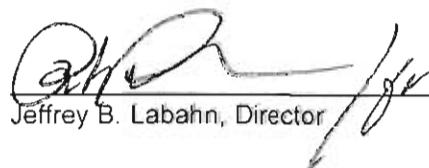
**Site:** Chrysler Site - bounded by 52nd Street to the North, 30th Avenue to the West, 60th Street to the South and 23rd Avenue to the East

1. The Common Council adopted a Comprehensive Plan for the City of Kenosha: 2035 on April 19, 2010.
2. Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
3. One component of the Comprehensive Plan includes various neighborhoods as well as other related plans adopted by the City. The Urban Land Institute prepared a plan titled *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015.
4. Approval of this Ordinance incorporates the plan to be referenced in the City's Comprehensive Plan.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Zoning Ordinance.

  
Brian Reining, Planner

  
Jeffrey B. Labahn, Director

ORDINANCE NO. \_\_\_\_\_

SPONSOR: CITY PLAN COMMISSION

TO CREATE SUBSECTION 18.02 uu. OF THE ZONING  
ORDINANCE TO ADOPT THE ULI ADVISORY SERVICES PANEL  
REPORT "FORMER CHRYSLER ENGINE PLANT SITE  
REDEVELOPMENT, KENOSHA, WISCONSIN."

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

**Section One:** Subsection 18.02 uu. of the Zoning Ordinance for the City  
of Kenosha, Wisconsin, is hereby created as follows:

**18.02** The comprehensive plan adopted in subsection 18.01 is amended by the following:

**uu.** By City Plan Commission Resolution No. \_\_\_\_\_ on file with the Department of  
Community Development and Inspections.

**Section Two:** This Ordinance shall become effective upon passage and  
publication.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

CITY PLAN COMMISSION RESOLUTION #\_\_\_ - 15

By: City Plan Commission

To Adopt the *Report for the Former Chrysler Engine Plant Site Redevelopment for Kenosha, Wisconsin, prepared by ULI Advisory Services Panel* dated April 19-24, 2015

**WHEREAS**, the City of Kenosha, pursuant to Section 62.23(1) of the Wisconsin Statutes, has established the City Plan Commission; and

**WHEREAS**, the Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010, following extensive public participation; and

**WHEREAS**, under Wisconsin Statutes 62.23(3)(a), cities have the responsibility for the preparation and adoption of a Master Plan with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with the existing and future needs, best promote public health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; and

**WHEREAS**, the City of Kenosha has contracted with the Urban Land Institute to prepare a *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015; and

**WHEREAS**, the City Plan Commission finds that the Comprehensive Plan, with the proposed amendment, contains all of the required elements specified in Section 66.1001(2) of the Wisconsin Statutes and the Comprehensive Plan, with the proposed amendment, is internally consistent; and

**WHEREAS**, the City has duly noticed and will hold a public hearing on the proposed amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

**NOW, THEREFORE BE IT RESOLVED** that the City Plan Commission, for the City of Kenosha, Wisconsin does hereby adopt the *Former Chrysler Engine Plant Site Redevelopment - A ULI Advisory Services Panel Report* dated April 19-24, 2015; and

**BE IT FURTHER RESOLVED**, that the City Plan Commission, for the City of Kenosha, Wisconsin, does hereby recommend that the Common Council enact a Zoning Ordinance adopting the Comprehensive Plan Amendment.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

\_\_\_\_\_  
Mayor Keith Bosman, Chairman of City Plan Commission



Thursday, December 10, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To Designate 56th Street between 23rd and 30th Avenues as a future street and To Designate 28th Avenue between 52nd and 60th Streets as a future street, pursuant to Section 62.23 (6)(c) Wisconsin Statutes.  
(Chrysler) (District 7) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Juliana, District 7, has been notified. This item will be reviewed by the Public Works Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** Chrysler Site - bounded by 52nd Street to the North, 30th Avenue to the West, 60th Street to the South and 23rd Avenue to the East

1. The Urban Land Institute (ULI) Report recommends restoring the City's grid system of 56th Street and 28th Avenue through the Chrysler Site.
2. The Resolution will designate 56th Street and 28th Avenue as future streets. Adopting the location of 56th Street and 28th Avenue is encouraged to promote the efficient and effective development of the area between 56th and 60th Streets and between 23rd and 30th Avenues.
3. The restoration of the City grid system will assist in facilitating future development by dividing up the site into four master parcels of roughly twenty (20) acres each. In addition, the report suggests that the creation of a basic street grid will provide an opportunity to incorporate other future street connections as well as public open space.

**RECOMMENDATION:**

A recommendation is made to approve the proposed Resolution amending the Official Map.

  
\_\_\_\_\_  
Brian Reining, Planner

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

RESOLUTION NO. \_\_\_-15

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA, WISCONSIN, TO DESIGNATE 56TH STREET BETWEEN 23RD AND 30TH AVENUES AS A FUTURE STREET AND TO DESIGNATE 28TH AVENUE BETWEEN 52ND AND 60TH STREETS AS A FUTURE STREET, PURSUANT TO SECTION 62.23(6)(C), WISCONSIN STATUTES

**WHEREAS**, Section 62.23(6)(c), Wisconsin Statutes, provides for the establishment of an official City map for the purpose of conserving and promoting the public health, safety, convenience, and general welfare; and,

**WHEREAS**, the City of Kenosha, Wisconsin, is adopting two future streets on its Official map in order to ensure proper development and access within the neighborhood lying in the Southeast Quarter of Section 36, Town 2 North, Range 22 East of the Principal Meridian, in the City of Kenosha in Kenosha County, Wisconsin, generally described as 56th Street between 23rd and 30th Avenues and 28th Avenue between 52nd and 60th Streets; and,

**WHEREAS**, the said future streets generally described as 56th Street between 23rd and 30th Avenues and 28th Avenue between 52nd and 60th Streets are required to be designated to adequately serve the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6) of the Wisconsin Statutes, the Official Map for the City of Kenosha, Wisconsin, be and hereby is amended by designating therefrom 56th Street between 23rd and 30th Avenues as a future street and by designating therefrom 28th Avenue between 52nd and 60th Streets as a future street as depicted on Supplement No. FS2-15.

**BE IT THEREFORE RESOLVED**, that this resolution shall not be effective until an ordinance amending the Comprehensive Plan consistent herewith is effective.

Adopted this \_\_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

City of Kenosha  
Official Map Amendment

Supplement No. FS2-15

Resolution No. \_\_\_\_\_



 Future 28th Avenue (120' ROW)

 Future 56th Street (84' ROW)

