



Agenda
City Plan Commission Meeting
Municipal Building, 625 52nd Street – Room 202, Kenosha, WI
Thursday, March 7, 2024
5:00 pm

Mayor John Antaramian, Chairperson
Aldersperson Dan Prozanski, Vice-Chairperson
Aldersperson David Bogdala
Aldersperson Jan Michalski
Commissioner Mark Bourque

Commissioner Michael Foster
Commissioner Stephen Retherford
Commissioner Vincent Ruffolo
Commissioner Lydia Spottswood
Commissioner Edwin Stuckey

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes from the Meeting held February 22, 2024

1. Resolution by the Finance Committee – To Approve the 2024 Consolidated Plan – Annual Plan for the Community Development Block Grant/HOME Program. PUBLIC HEARING
2. Rezoning Ordinance by the City Plan Commission– To Rezone the Property at 3303 18th Street, Parcel No. 80-4-222-242-0231, from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto) (District 5) PUBLIC HEARING
3. Resolution by the Mayor- To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of 3303 18th Street, (Parcel No(s): 80-4-222-242-0231) in the Town of Somers, Kenosha County in Wisconsin with the Approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto, Property Owner) (District 5) PUBLIC HEARING
4. Conditional Use Permit for a plastics manufacturer located at 7517 60th Street. (Schuetz Containers) (District 16) PUBLIC HEARING
5. Request for Relief to the off-street parking requirements of Section 6.01 of the Zoning Ordinance for a new plastics manufacturer to be located at 7517 60th Street. (Schuetz Containers) (District 16) PUBLIC HEARING
6. Rezoning Ordinance by the Mayor – To Rezone the Property at 5525 8th Avenue and 5506 7th Avenue, (Parcel Nos. 12-223-31-405-002 and 12-223-31-405-001), from B-3 Central Business District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (Kenosha Downtown Block I, LLC) (District 2) PUBLIC HEARING
7. Rezoning Ordinance by the City Plan Commission – To Rezone the Property at 5403 7th Avenue, 5413 7th Avenue, 610 55th Street, 616 55th Street, 618 55th Street, and 620 55th Street, (Parcel Nos. 12-223-31-402-003, 12-223-31-404-001, 12-223-31-404-007, 12-223-31-404-006, 12-223-31-404-005, 12-223-31-404-004, 12-223-31-404-003), from B-3 Central Business District and IP Institutional Park District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (JV Enterprises, LLC / City of Kenosha) (District 2) PUBLIC HEARING

8. Resolution by the Committee on Public Works - To Vacate An Alley East of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC/Siel) (District 2) PUBLIC HEARING
9. Special Exception Request from Kenosha Downtown Vision, LLC to erect two real estate signs. (Kenosha Harbor District) (District 2) PUBLIC HEARING
10. Conditional Use Permit for a Vehicle Facility located at 6332 31st Avenue. (HyWay Auto Sales – Initial Hearing) (District 8) PUBLIC HEARING
11. Special Exception Request to the Accessory Building Size Requirement of Section 3.03 D.4.d of the Zoning Ordinance and to the Accessory Building Height Requirement of Section 3.07 E. of the Zoning Ordinance to construct a new accessory structure at 1102 83rd Street. (Howe) (District 9) PUBLIC HEARING
12. Special Exception Request from AVR Real Estate, LLC to construct a fuel canopy sign at 2207 60th Street. (Kenosha Gas Stop) (District 12) PUBLIC HEARING
13. Development Agreement between The City of Kenosha, The Kenosha Water Utility and 38th Street, LLC for Development Phases, II, III, IV. PUBLIC HEARING

Commissioners' Comments

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4030 BY NOON
OF THIS MEETING DATE TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

CITY PLAN COMMISSION
Minutes
February 22, 2024

MEMBERS PRESENT:

Mayor John Antaramian, Alderperson David Bogdala, Alderperson Jan Michalski, Mark Bourque, Michael Foster, Stephen Retherford, Vincent Ruffolo, Lydia Spottswood, Edwin Stuckey

MEMBERS EXCUSED: Alderperson Prozanski

STAFF PRESENT: Tim Casey, Director, Rich Schroeder, Deputy Director, Brian Wilke, Development Coordinator

The meeting was called to order at 5:00pm by Mayor Antaramian. Roll call was taken and quorum was present.

Citizens Comments -

A motion was made by Alderperson Michalski and seconded by Ms. Spottswood to approve the minutes of January 18, 2024. The motion passed. (Ayes 8, Noes 0)

A motion was made by Alderperson Michalski and seconded by Ms. Spottswood to take Item #8 out of order. The motion passed. (Ayes 8, Noes 0)

A motion was made by Alderperson Michalski and seconded by Mr. Bourque to take Item #9 out of order. The motion passed. (Ayes 8, Noes 0)

The following items were read together for public hearing purposes.

8. Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood authorizing the KIN Innovation Redevelopment Corporation (KIRC) to construct and operate the Innovation Center. (District 7) PUBLIC HEARING

9. Resolution by the City Plan Commission – To approve the Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood authorizing the KIN Innovation Redevelopment Corporation (KIRC) to construct and operate the Innovation Center. (District 7) PUBLIC HEARING

Public hearing opened.

Bridgette Keating, Quarles and Brady, 1425 E. Courtland Place, Milwaukee, WI, was available to answer any questions.

Public hearing closed.

Mr. Casey stated that Quarles and Brady is the City's Bond Counsel. This is a complicated deal structure in order to implement New Market Tax Credit for the financing of \$2 million in equity. He passed out a rendering of the proposed building. He gave an overview of the KIN Innovation Redevelopment Corporation (KIRC). This is the first step and this will go on to the Finance Committee and Common Council on March 4th.

A motion was made by Mr. Bourque, seconded by Alderperson Bogdala to approve Item #8 per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

A motion was made by Alderperson Michalski, seconded by Mr. Bourque to approve Item #9 per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

A motion was made for the following items to be read together by Alderperson Michalski, seconded by Ms. Spottswood. The motion passed. (Ayes 8, Noes 0)

- 1. Rezoning Ordinance by the City Plan Commission – To Rezone the Property at 3525 18th Street, (Parcel No. 80-4-222-242-0120) From A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (3525 Property, LLC) (District 5) PUBLIC HEARING**
- 2. Resolution by the Mayor- To Amend the Official Map for the City of Kenosha, Wisconsin, to include the Attachment of 3525 18th Street, (Parcel No(s): 80-4-222-242-0120) in the Town of Somers, Kenosha County in Wisconsin with the Approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (3525 Property, LLC, Property Owner) (District PUBLIC HEARING**

Public hearing opened.

Alderperson Rocco LaMacchia, Alderperson of the 5th District, 2114 25th Avenue, is in support of both items.

Public hearing closed.

Mr. Schroeder went over the Staff report of both items. Staff recommends approval of both items.

A motion was made by Mr. Bourque, seconded by Mr. Ruffolo to approve Item #1 per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

A motion was made by Alderperson Michalski, seconded by Mr. Bourque to approve Item #2 per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

- 3. Conditional Use Permit for a tattoo establishment located at 2002 52nd Street. (Salon Suites Tattoo) (District 7) PUBLIC HEARING**

Mr. Stuckey entered the meeting.

Public hearing opened.

Mary and Michael Herbert, owners of Salon Suites Tattoo, 2511 Springbrook Road, Pleasant Prairie, WI, gave an overview of their business. This will allow them to bring in new customers into this location as they are struggling there. They want to make this a successful business for the area. They are available for any questions.

Aldersperson MacKay, Aldersperson of the 7th District, 4321 22nd Avenue, is in support.

John Bush, resident, is in support and feels this will help the business and the neighborhood.

Public hearing closed.

Mr. Wilke went over the Staff report, Staff recommends approval subject to the noted conditions. This is a recommendation from the City Plan Commission and will move forward to the Common Council for final review.

Mayor Antaramian asked who is doing the tattooing? Who is the Conditional Use Permit being issued to ?

Mr. Wilke replied the Conditional Use Permit is issued to the owner of the property.

Mr. Foster asked if this will apply to more than one tattoo artist in the facility?

Ms. Herbert replied yes, they will be in separate suites.

Mr. Casey asked if the tattoo artists are licensed by the County Health or by the State?

Ms. Herbert replied by the County Health for sure.

Mr. Wilke stated that he believes that the County Health licenses the artists and then they do an inspection of the establishment on behalf of the State.

A motion was made by Ms. Spottswood, seconded by Mr. Bourque to approve per staff recommendation. On a roll call vote the motion passed. (Ayes 9, Noes 0)

4. Conditional Use Permit for pool equipment store located at 5307 Green Bay Road. (Doheny Pools – Initial Hearing) (District 16) PUBLIC HEARING

Public hearing opened.

Aldersperson Ruffalo, Aldersperson of the 16th District, is in support.

Darrin Dehmlow, Principle Construction, 9450 W. Bryn Mawr, Rosemont, IL, gave an overview of the project with his rendering boards. They will be doing minor renovations inside the building. He was available to answer any questions.

Public hearing closed.

Mr. Wilke went over the Staff report. Staff recommends the Plan Commission establish the conditions of approval.

Aldersperson Michalski gave an overview of the history of the building.

Aldersperson Bogdala asked what the proposed deck area is going to look like as well as the fencing?

Mr. Dehmlow stated it will be a 6 foot wrought iron fence going around the pool area.

Alderperson Bogdala asked about the landscaping and is it just on the north side of the building?

Mr. Wilke went over where all the landscaping will be placed and noted that the Plan Commission can add another condition to add more landscaping.

Alderperson Bogdala stated he wants to make sure there is enough landscaping there to make it look nicer.

Mr. Wilke stated this will come back in 30 days for a final review.

Ms. Spottswood was excused from the meeting.

Mr. Ruffolo asked where the fence will be located along the Green Bay Road side?

Mr. Dehmlow went over the entire area where the fence will be located.

Mr. Ruffolo feels that an iron fence is not a good idea on Green Bay Road. He asked what will be placed in the back of the building?

Mr. Dehmlow stated it will be a coated wrought iron fence and showed him a picture.

Mr. Ruffolo asked why he can't make this more of a decorative fence?

Mr. Dahmlow stated this is a nice looking fence and they used this type of fence in other projects.

Mr. Ruffolo asked if there will be landscaping in front?

Mr. Dahmlow replied yes and showed him the renderings.

Mayor Antaramian suggested to the applicant that they bring a bigger rendering of the fence and landscaping to make it clearer.

A motion was made by Alderperson Michalski, seconded by Ms. Spottswood to approve per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

5. Resolution by the Mayor – To Amend Condition #9 of Resolution #111-23 to Grant a Six-Month Extension for the Recording of an Eleven-Lot Certified Survey Map for Property at 5555 30th Avenue. (City of Kenosha - Kenosha Innovation Neighborhood) (District 7) PUBLIC HEARING

Public hearing opened.

No public comments.

Public hearing closed.

Mr. Schroeder went over the Staff report. Staff recommends approval.

Alderperson Michalski asked if the hold was because the State's availability to work with the City Staff?

Mr. Wilke replied correct.

Mr. Casey stated that the primary reason they have jurisdiction is because it is adjacent to a State Highway.

A motion was made by Alderperson Bogdala, seconded by Mr. Ruffolo to approve per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

6. Request to initiate the rezoning of property at 3303 18th Street from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District. (Fragoso/Soto) (District 5) PUBLIC HEARING

Public hearing opened.

Alderperson Rocco LaMacchia, Alderperson of the 5th District, 2114 25th Avenue, is in support.

Public hearing closed.

Mr. Schroeder went over the Staff report. This will come back at the next meeting for a formal hearing.

A motion was made by Alderperson Michalski, seconded by Mr. Retherford to approve per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

7. Request to initiate the rezoning of properties at 5403 7th Avenue, 5413 7th Avenue, 610 55th Street, 616 55th Street, 618 55th Street, and 620 55th Street from B-3 Central Business District to B-5 Downtown Mixed Use District. (City of Kenosha) (District 2) PUBLIC HEARING

Public hearing opened.

No public comments.

Public hearing closed.

Mr. Schroeder went over the Staff report. This will come back at the next meeting for a formal hearing. Staff recommends that they sponsor the rezoning.

A motion was made by Mr. Ruffolo, seconded by Mr. Bourque to approve per staff recommendation. On a roll call vote the motion passed. (Ayes 8, Noes 0)

Commissioners Comments - None

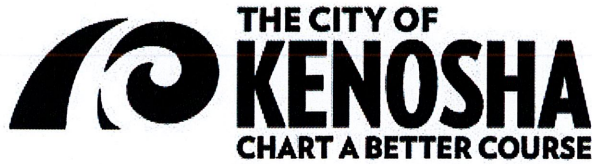
A motion to adjourn was made by Alderperson Bogdala and seconded by Alderperson Michalski. The motion passed. (Ayes 8, Noes 0) The meeting adjourned at 5:30 pm.

Certification that the minutes have been approved by the City Plan Commission.

Rich Schroeder, Deputy Director of City Development

Meeting Minutes Prepared by: Laurie Bauman, City Development

Draft



**CITY PLAN COMMISSION
Staff Report – Item #1**

**Thursday, March 7, 2024 at 5:00 pm
Municipal Building**

625 52nd Street – Room 202 – Kenosha, WI 53140

Resolution by the Finance Committee – To Approve the 2024 Consolidated Plan – Annual Plan for the Community Development Block Grant/HOME Program. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

The *Community Development Block Grant* (CDBG) portion of the Consolidated Plan – Annual Plan has also been referred to the Finance Committee with final approval by the Common Council. The *HOMES Program* portion will only go to the Finance Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: City-Wide

1. The CDBG Program is a City-Wide program with the primary purpose to aid in the elimination of slums/blight and to benefit low/moderate income persons.
2. The CDBG Committee conducted interviews on January 23 and January 24, 2024 and held the Allocation meeting on January 30, 2024 where recommendations were made.
3. The activities recommended by the CDBG Committee comply with the requirements of the CDBG Program in that they benefit low to moderate income persons and/or eliminate slum/blight.

RECOMMENDATION:

A recommendation is made to approve the CDBG Committee recommendation for the 2024 CDBG Program.



Tony Geliche, Community Development Specialist



Rich Schroeder, Deputy Director

RESOLUTION NO.

BY: FINANCE COMMITTEE

TO APPROVE THE 2024 CONSOLIDATED PLAN - ANNUAL PLAN

WHEREAS, the City of Kenosha receives CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

WHEREAS, for the purpose of the CDBG Program, public hearings were held as follows:
CDBG Committee on January 23, January 24 and January 30, 2024;
City Plan Commission on March 7, 2024;
Finance Committee on March 18, 2024;
Common Council on and March 18, 2024 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

WHEREAS, for the purpose of the HOME Program, public hearings were held before the HOME Program Commission on January 30, 2024; the Finance Committee on March 18, 2024; and the Common Council on March 18, 2024, to consider the 2024 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2024 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$1,017,976; and project allocations based on this amount; and

WHEREAS, if the actual 2024 CDBG Entitlement Grant is less than \$1,017,976, program allocations will be adjusted in proportion to each project allocation, except for the Section 108 Loan Guarantee Payment; and

WHEREAS, if the actual 2024 CDBG Entitlement Grant is more than \$1,017,976 funds will be used in accordance with the Fund Allocation Plan; and

WHEREAS, the 2024 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$556,146 and proposed allocations are based on this amount; and

WHEREAS, if the actual 2024 HOME Entitlement Grant is more or less than \$556,146, the program allocation will be adjusted in proportion to each activity allocation approved in the 2024 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2024 Consolidated Plan - Annual Plan is approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

ATTEST:

Michele Nelson, City Clerk-Treasurer

APPROVE:

John M. Antaramian, Mayor

DATED: _____

PASSED:

PUBLISHED:



2024 CDBG Program

PUBLIC SERVICE

<u>Organization</u>	<u>Proposal</u>	<u>Amount</u>
Kenosha YMCA	Frank Elementary Achievers	\$ 25,000
Kenosha Achievement Center	Transportation Security Cameras	\$ 20,000
Women and Children's Horizons	Legal Advocacy	\$ 17,000
Kenosha Area Family and Aging Services	Senior Nutrition Programs	\$ 16,000
Shalom Center	Diversion Programming	\$ 15,000
Kenosha Literacy Council	Literacy at Work	\$ 15,000
Building Our Future	Collaborative Community Work	\$ 13,000
ELCA Outreach Center	Legal Issue Assistance	\$ 11,696
Boys and Girls Club of Kenosha	Teen Workforce/Driver's Education	\$ 10,000
United Way of Kenosha	Volunteer Income Tax Assistance	<u>\$ 10,000</u>
		\$152,696

HOUSING, NEIGHBORHOOD IMPROVEMENT/ECONOMIC DEVELOPMENT

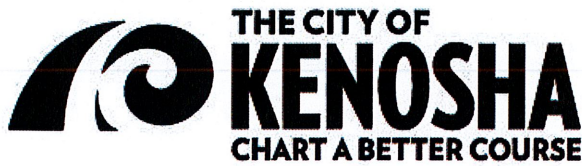
City of Kenosha	Street Improvements	\$ 95,000
Wisconsin Women's Business Initiative Corp	Training/Technical Assistance	\$ 75,000
Habitat for Humanity	Sewer/Water	\$ 50,000
Kenosha County Parks	Kemper Center Exterior Preservation	\$ 22,627
Women and Children's Horizons	Facility Security	\$ 20,000
Hope Council	Rooftop Unit Replacement	\$ 20,000
Women's Club	Building Preservation	\$ 9,000
ELCA Outreach Center	Facility Cameras	\$ 9,000
Habitat for Humanity	Solar	<u>\$ 6,058</u>
		\$306,685

SECTION 108 LOAN REPAYMENT

City of Kenosha	Section 108 Loan Repayment	\$355,000
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PLANNING/MANAGEMENT

City of Kenosha	Planning/Administration	\$203,595
		\$1,017,976



CITY PLAN COMMISSION
Staff Report – Item #2

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Rezoning Ordinance by the City Plan Commission– To Rezone the Property at 3303 18th Street, Parcel No. 80-4-222-242-0231, from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District (in Conformance with Section 10.02 of the Zoning Ordinance). (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto) (District 5) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson LaMacchia, District 5, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Town of Somers has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: 3303 18th Street

Vicinity Zoning/Land Use

North: RS-1 / Residential

South: C-2 and A-2 / Vacant and Conservancy

East: A-2 / Vacant

West: Town of Somers / Residential

1. The owner of the property has requested that the property be attached to the City. Upon attachment the property is placed in the Agricultural Land Holding District. As there is an existing single family home on the site, staff is asking the City Plan Commission to rezone the property from A-2 Agricultural Land Holding District to RS-1 Single Family Residential District.
2. The City Plan Commission initiated the rezoning of the property at their February 23, 2024 meeting.
3. The *Comprehensive Land Use Plan for the City of Kenosha: 2035* identified this area as High Density Residential. A rezoning of the Parcel to RS-1 Single Family Residential District aligns with the existing land use. Future development would need to comply with the land use identified in the *Comprehensive Land Use Plan for the City of Kenosha: 2035*.
4. The rezoning will be compatible with the surrounding land uses.

RECOMMENDATION:

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


Rachel Gasper, Planner


Rich Schroeder, Deputy Director

ORDINANCE NO. _____

SPONSOR: CITY PLAN COMMISSION

**To Rezone the Property at 3303 18th Street, Parcel No.
80-4-222-242-0231, from A-2 Agricultural Land Holding District
to RS-1 Single Family Residential District in Conformance
with Section 10.02 of the Zoning Ordinance.
(Jesus Gutierrez Fragoso and Ignacia J. Romani Soto) (District 5)**

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.
Z2-24 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
MICHELLE L. NELSON

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted by:
MATTHEW A. KNIGHT
City Attorney

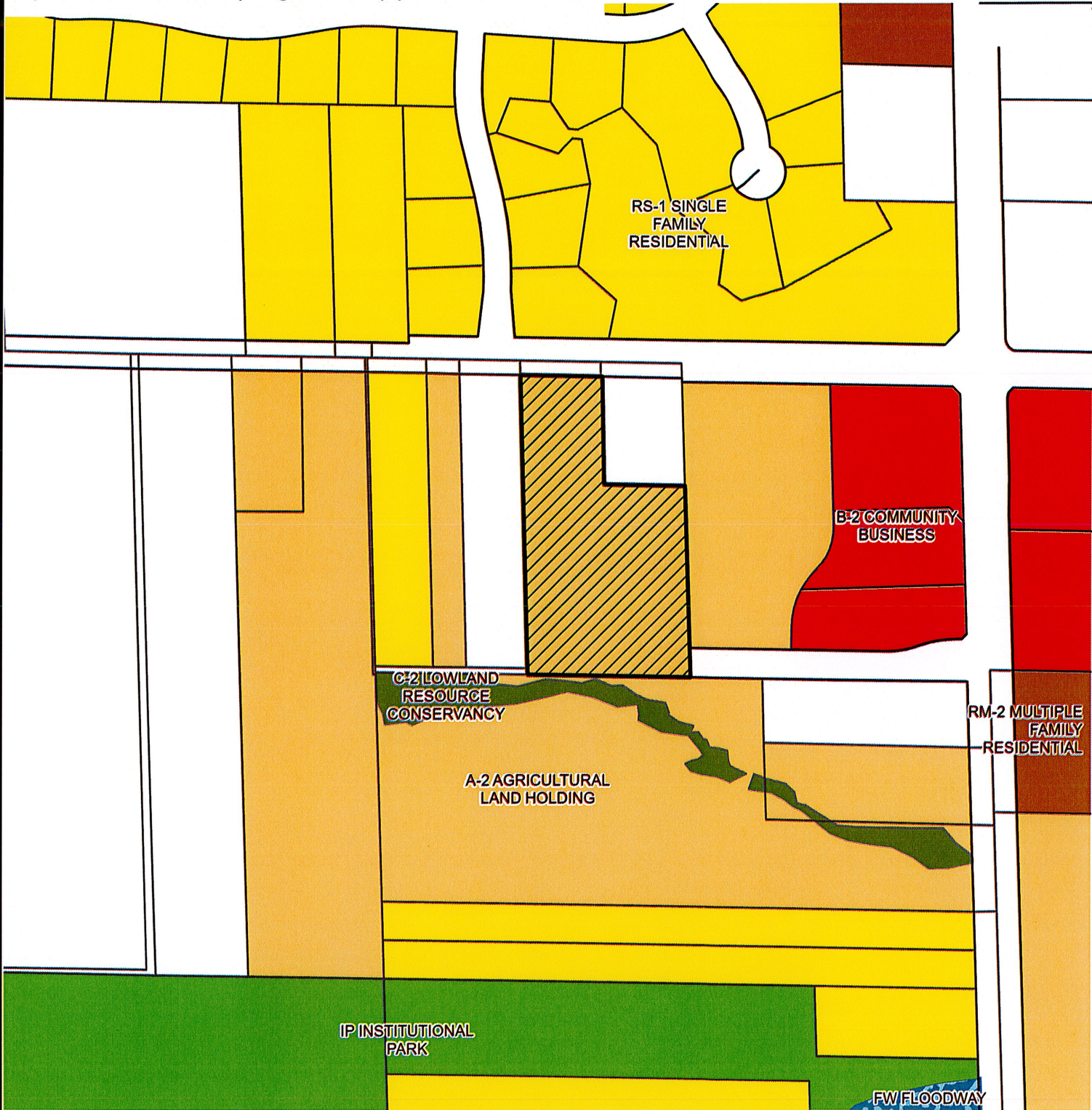
City of Kenosha

District Map Rezoning


Supplement No. Z2-24

City Plan Commission (Fragoso/Soto) petition

Ordinance No. _____



Property requested to be zoned from:

 A-2 Agricultural Land Holding to **RS-1 Single Family Residential**



0 300

Feet

City of Kenosha

Land Use Map

City Plan Commission (Fragoso/Soto) Rezoning



 Property petitioned to be rezoned



0 300

Feet



**CITY PLAN COMMISSION
Staff Report – Item #3**

Thursday, March 7, 2024 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 3303 18th Street, (Parcel No(s): 80-4-222-242-0231) in the Town of Somers, Kenosha County in Wisconsin with the Approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes. (Jesus Gutierrez Fragoso and Ignacia J. Romani Soto, Property Owner) (District 5) **PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson LaMacchia, District 5 , has been notified. A Class II Notice will be published. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: 3303 18th Street

1. The City of Kenosha and Town of Somers Agreement calls for 3303 18th Street to be transferred into the City.
2. An Attachment Agreement is pending approval by the Common Council to attach the 4.348 acres into the City. The attachment is being requested by the property owners.
3. This Resolution will amend the Official Map to place the property in the City.
4. The Resolution also places the property in the 5th Aldermanic District and in new Ward 85.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution.

Rich Schroeder, Deputy Director

RESOLUTION NO. _____

BY: THE MAYOR

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

Parcel No: 80-4-222-242-0231

Located at: 3303 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

[Jesus Gutierrez Fragoso and Ignacia J. Romani Soto, Property
Owners]

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 the First Amendment to the City of Kenosha/Town of Somers Cooperative Plan under
Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of
Administration, Intergovernmental Relations, Municipal Boundary Review, on September 15,
2015; 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. 80-4-222-242-0231
located in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin;

and,

WHEREAS, on April 1, 2024, 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. 80-4-222-242-0231, located in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the zoning district classification designated therein.

WHEREAS, Parcel No. 80-4-222-242-0231 attached to the City of Kenosha, Wisconsin pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on April 1, 2024, is within the following Districts:

2nd Congressional District
22nd State Senate District
64th State Assembly District
15th County Board District
Kenosha Unified School District

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 attached territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-222-242-0231 legally described and shown on attached Exhibit "A".

BE IT FURTHER RESOLVED that Parcel No. 80-4-222-242-0231 attached to the City of Kenosha pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on April 1, 2024, constitutes the 85th 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. 80-4-222-242-0231 attached to the City of Kenosha pursuant to the Attachment and Zoning District Classification Ordinance approved by the Common Council for the City of Kenosha, Wisconsin on April 1, 2024, constitutes City of Kenosha Voting Ward 85 and Ward 85 is adjoined to the polling place with Wards 4, 10, 11, and 84 for voting purposes as allowed by Section 5.15(6)(b), Wisconsin Statutes.

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

Adopted this _____ day of _____, 2024

ATTEST: _____ City Clerk/Treasurer Date: _____
MICHELLE L. NELSON

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

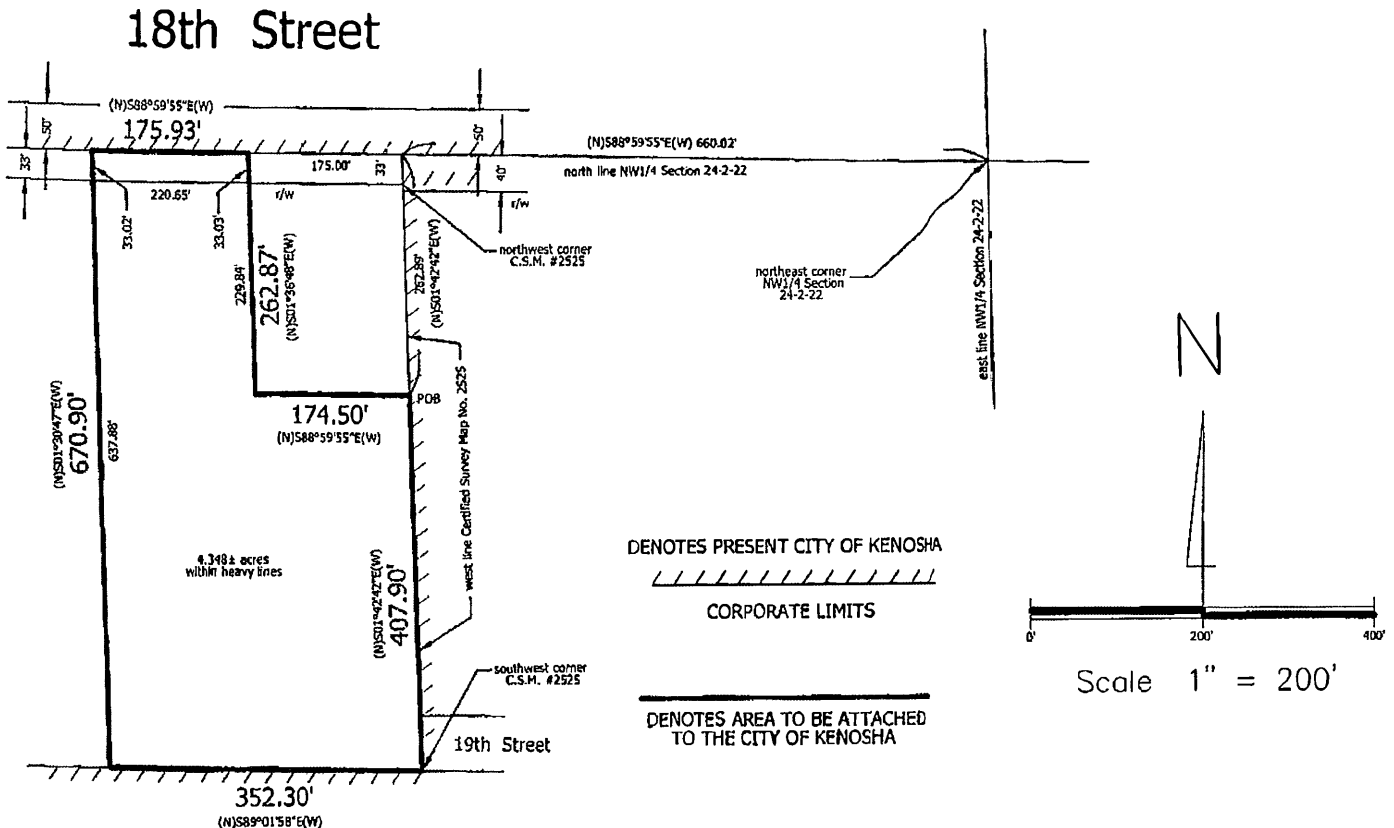
Drafted By:
MATTHEW A. KNIGHT
City Attorney

CITY OF KENOSHA
DISTRICT MAP
ATTACHMENT ORDINANCE

EXHIBIT "A"

SUPPLEMENT NO. _____ ACCOMPANYING ORDINANCE NO. _____

FRAGOSO / SOTO



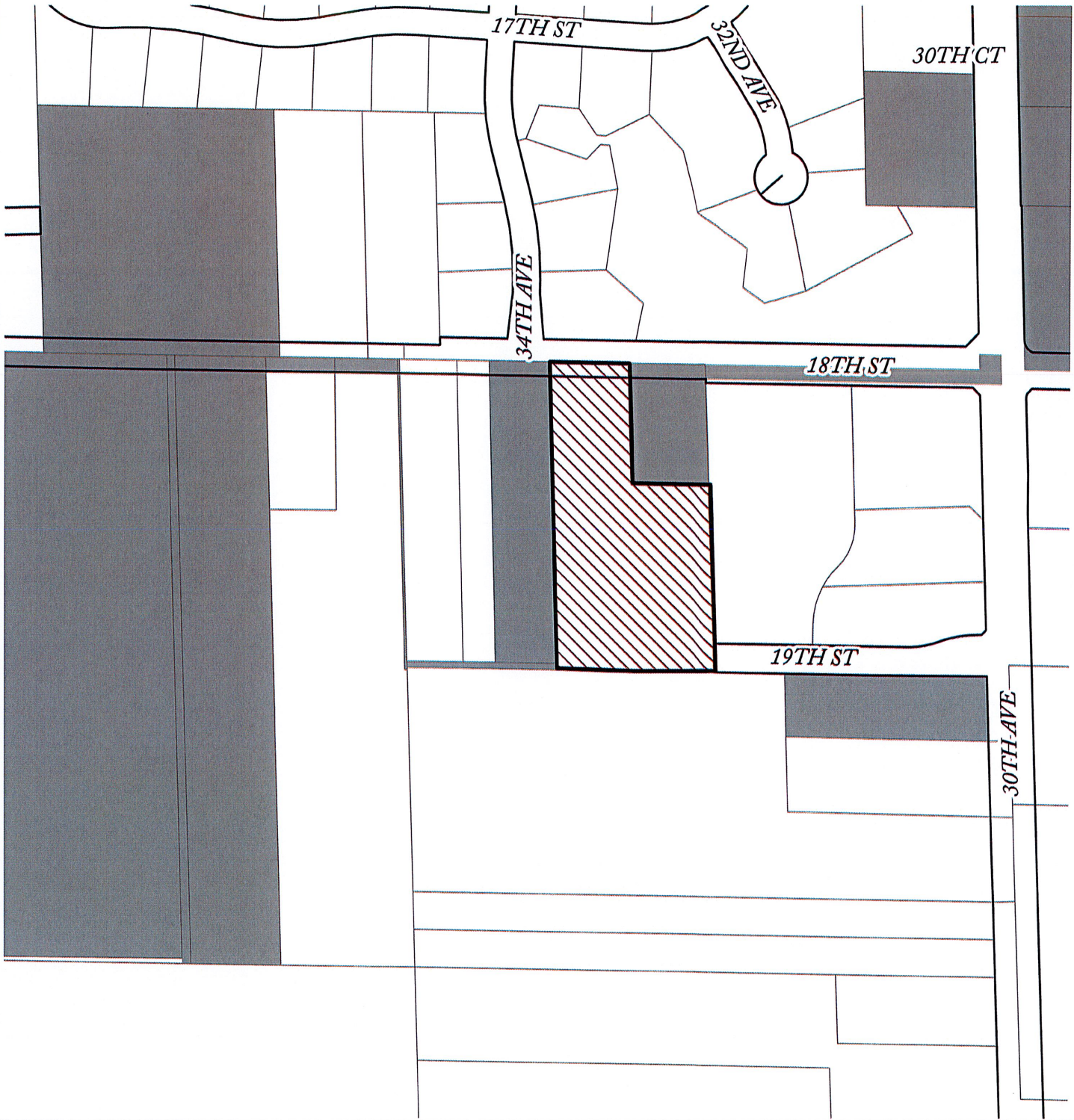
Bearings shown hereon, refer to Wisconsin Plane Coordinate System, South Zone NAD83.


ADDRESS: 3303 - 18TH STREET

TAX PARCEL NO. 80-4-222-242-0231

Part of the Northwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, Kenosha County, Wisconsin and being more particularly described as follows: Commencing at the northeast corner of said Quarter Section; thence N88°59'55"W along and upon the north line of said Quarter Section, 660.02 feet; thence S01°42'42"E along and upon the west line of CERTIFIED SURVEY MAP NO. 2525, a plat of record and on file at the Kenosha County Register of Deeds Office on June 2, 2006 and per Document No. 1482192, 262.89 feet and to the point of beginning; thence continue S01°42'42"E along and upon said west line, 407.90 feet and to the southwest corner of said CERTIFIED SURVEY MAP; thence N89°01'58"W 352.30 feet; thence N01°30'47"W 670.90 feet and to north line of the aforesaid Quarter Section; thence S88°59'55"E along and upon said north line, 175.93 feet; thence S01°36'48"E 262.87 feet; thence S88°59'55"E parallel to the north line of aforesaid Quarter Section, 174.50 feet and to the point of beginning. Containing 4.348 acres, more or less. Subject to a public road over and across the most northerly 33.00 feet thereof.

City of Kenosha
Official Map Amendment
Fragoso/Soto petition for attachment



 Area to be Attached





CITY PLAN COMMISSION
Staff Report – Item #4

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Conditional Use Permit for a plastics manufacturer located at 7517 60th Street. (Schuetz Containers)
(District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Ruffalo, District 16, has been notified. The City Plan Commission will make a recommendation to the Common Council, which is the final review authority.

LOCATION AND ANALYSIS:

Site: 7517 60th Street (final address assignment pending)

1. Schuetz Containers is proposing to build a new 371,000 square foot manufacturing / warehouse facility on property located south of 60th Street between the railroad tracks. Schuetz is a manufacturer of plastic containers for industrial packaging.
2. The exterior building materials are precast concrete panels, glass and architectural metal panels. Staff is recommending that the bottom portion of the office building be a masonry material at the ground level for durability instead of the metal panels shown on the plans.
3. The site as proposed will be short on the number of required off-street parking spaces provided. The applicant has requested relief to the minimum number required. The analysis and recommendation on that request is included in a separate report on this agenda.
4. There are no open or pending building or zoning code violations on the site.
5. The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.
6. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
7. Drive access to 60th Street is controlled by Kenosha County. If the driveway is not permitted a turn around will be required at the end of the parking lot.

RECOMMENDATION:

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

Brian Wilke, AICP, Development Coordinator

Rich Schroeder, Deputy 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 City Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain Paved Lawn Park, Public Right-of-Way Excavation, Stormwater Management and Parking Lot permits from the Department of Public Works. Any work in the County Trunk Highway K right-of-way requires approval from Kenosha County.
 - 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. The site is limited to one monument sign.
 - d. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval. Minor changes may be approved by the City Plan Division.
 - 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. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a construction permit within twelve (12) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. Outdoor display or storage of products is prohibited.
 - j. All vehicles shall be parked within designated paved areas.
 - k. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - l. Cross access shall be provided to adjacent parcels, if required, at a future date by the City.
 - m. Prior to final Occupancy of the building, the applicant shall provide an electronic copy of the following information to the Fire Prevention Bureau:

- i. Site Plan as-built
- ii. Floor Plan as-built
- iii. Site Utilities
- iv. Sprinkler Plans
- v. Fire Alarm Plans

- n. The General Contractor shall keep the active construction site secured at all times. The General Contractor shall maintain a list of all sub contractors working on the active site and their respective trades and make that list available to the City upon request. The General Contractor shall provide any necessary safety training to all sub contractors on the active construction site and maintain and update the list as it changes.
 - o. The Assessor's Office will require actual costs on the project to be submitted prior to their office signing off on the final occupancy permit(s). The costs supplied should include: all improvement costs to the raw land (retention, site elevation work, site ingress/egress work, etc.), all materials and labor associated with construction of the building, all materials and labor associated with site improvements (asphalt/concrete work, site lighting, site landscaping, etc.), and all developer's profit. Provide AIA Document G702 if applicable.
 - p. Should the project take longer than one year to complete, the Assessor's Office will require partial costs on the project to be submitted for Jan 1 of the year the project is a partial construction. The costs supplied should include: all improvement costs to the raw land (retention, site elevation work, site ingress/egress work, etc.), all materials and labor associated with construction of the building, all materials and labor associated with site improvements (asphalt/concrete work, site lighting, site landscaping, etc.), and all developer's profit. Provide AIA Document G702 if applicable.
 - q. All truck traffic entering and leaving the site shall use STH 50 (75th Street). No truck traffic is allowed on CTH K (60th Street).
 - r. The Kenosha Airport Director shall be provided with information on start dates and end dates of any cranes used during construction, including the maximum operating heights of each crane being used. A checkered flag and red obstruction light shall be used at the tip of any crane, and they must be lowered at night or when not in use.
 - s. Compliance with the Operational Plan.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits:
- a. The Fire Prevention Bureau, Kenosha Water Utility, Storm Water Utility and Traffic Plans shall be revised to address the comments in the GeoCivix letter attached.
 - b. Prior to the issuance of any permits, a Deed Restriction or Restrictive Covenant approved by the City Attorney shall be recorded with the Kenosha County Register of Deeds stating that the property shall remain fully taxable for ad valorem tax purposes, including, but not limited to, real and personal property taxes and will not be subject to any exemption or exception to taxation unless otherwise agreed to by the City. The Deed Restriction or Restrictive Covenant shall be recorded at the applicant's expense, shall run with the land and shall be enforceable by the City against the owner and the owner's successors, assigns, and successors in title, including any tenants. The recording fee for the Deed Restriction or Restrictive Covenant shall be submitted by the applicant.
 - c. Prior to the issuance of any permits, the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fee for the Conditional Use Permit shall be submitted by the applicant.

- d. The area between the ground and the windows on the office elevation must be revised to show a masonry material rather than architectural metal panels.
- e. Provide detail on the plans of the exterior surface of the silos on the east and west sides of the building.
- f. Provide detail on the screen gates for the dumpster enclosures on the west side of the building. The screen gates must be a solid material, or include a screening material on the open fencing. Sides of the enclosure must be precast to match the principal building.
- g. Approval from Kenosha County must be provided for the driveway access to County Trunk Highway K. If approval can not be obtained, the parking lot must be reconfigured with a Code compliant turnaround at the east end of the parking lot.
- h. The City Plan Commission must grant relief to the minimum number of required off-street parking spaces.
- i. An Operational Plan must be provided which details general operation of the facility, number of employees, hours of operation and methods and frequencies of trash pickup.



P: 262-653-4030
E: idtcd1@kenosha.org

625 52nd Street, Kenosha, WI 53140
www.kenosha.org

Applicant Name: Kaz Kishiue-Koval
Applicant Company: McShane Construction
Applicant Email: kkishiue-koval@mcshane.com

Project Name: Schuetz Container Systems BTS
Jurisdiction: City of Kenosha
ProjectID: 1244388

Thursday, February 29, 2024

The plans submitted for your project have been reviewed. These plans are **NOT APPROVED**.

The following items shall be addressed prior to resubmittal of revised project documents. This list identifies issues that require your attention to fully comply with the adopted codes, rules, and regulations. Please respond to each individual item in the following list. When corrections have been made to all disciplines and the plans reflect those corrections by "clouding" any changes, you may submit a revised set of plans.

A complete set of plans (including sheets that may not have revisions) must be submitted. Partial submittals will not be accepted. If you have any questions, please contact your project administrator.

City Assessor

General Issues

16. City Assessor

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	The Assessor's Office will require actual costs on the project to be submitted prior to their office signing off on the final occupancy permit(s). The costs supplied should include: all improvement costs to the raw land (retention, site elevation work, site ingress/egress work, etc.), all materials and labor associated with construction of the building, all materials and labor associated with site improvements (asphalt/concrete work, site lighting, site landscaping, etc.), and all developer's profit. Provide AIA Document G702 if applicable.
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17. City Assessor

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	Should the project take longer than one year to complete, the Assessor's Office will require partial costs on the project to be submitted for Jan 1 of the year the project is a partial construction. The costs supplied should include: all improvement costs to the raw land (retention, site elevation work, site ingress/egress work, etc.), all materials and labor associated with construction of the building, all materials and labor associated with site improvements (asphalt/concrete work, site lighting, site landscaping, etc.), and all developer's profit. Provide AIA Document G702 if applicable
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City Development

General Issues

19. Building Materials

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	The area between the ground and the windows on the office elevations must be revised to show a masonry material rather than architectural metal panels.
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20. Silos

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	Provide detail on the plans of the exterior surface of the silos on the east and west sides of the building.
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21. Dumpster Enclosure

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	Provide detail on the screen gates for the dumpster enclosures on the west side of the building. The screen gates must be a solid material, or include a screening material on the open fencing. Sides of the enclosure must be precast to match the principal building.
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22. CTH K Access

City City-Development- 1 Kenosha 2626534049 idtcd1@kenosha.org	Approval from Kenosha County must be provided for the driveway access to County Trunk Highway K. If approval can not be obtained, the parking lot must be reconfigured with a Code compliant turnaround at the east end of the parking lot.
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23. Off-Street Parking

City City-Development-
1 Kenosha
2626534049
idtcd1@kenosha.org

The City Plan Commission must grant relief to the minimum number of required off-street parking spaces.

Fire Department

General Issues

1. Automatic Fire Alarm System Required

Keith Aulds
2626534201
idthkfd1@kenosha.org

Fire Alarms Required

Fire alarms shall be required in all buildings on the plan. All alarms will be individually monitored by the address of the building. Fire alarm plans shall be reviewed and permitted through the Fire Prevention Bureau. Upon completion of the building final testing of the system shall be completed before final occupancy of the building is gained.

2. Building & Door Numbers

Keith Aulds
2626534201
idthkfd1@kenosha.org

Building & Door Numbers

Building address number size and shall meet the requirements within NFPA 10.11.1 & 10.11.2.

10.11.1 - New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.

10.11.2 - Address numbers shall be a minimum of 4 in. high with a minimum stroke of 1/2 in.

Man door number size shall be approved by the FPB, AHJ prior to installation on the building.

3. City of Kenosha Requirements

Keith Aulds
2626534201
idthkfd1@kenosha.org

Submitted drawings and acknowledgements shall address the Code requirements for the City of Kenosha and the State of Wisconsin.

4. Class Three Standpipe Required

Keith Aulds
2626534201
idthkfd1@kenosha.org

Class Three Standpipe Required:

Class Three Standpipe will be installed in the building at all exit man doors.

5. Fire Department Connections

Fire Department Connections:

Every Automatic Fire Sprinkler System shall have the following:

a. A Concrete Pumper Pad The concrete pumper pad shall have the following minimum dimensions of concrete: length of twenty (20') feet; width of fifteen (15') feet; and depth of six (6~~in~~) inches. The concrete pad must be designed and maintained to allow for the parking of at least a Fire Department pumper apparatus of sixty-five thousand (65,000 lbs.) pounds gross weight on it, without failure. Said pumper pad must have included within it or have within five (5') feet adjacent to it, a fire hydrant containing at least one (5") inch Storz connection and at least two (2) two and one-half (2.5~~in~~) inch outlets having national standard threads; if the fire hydrant is located off the concrete pumper pad, the concrete pumper pad must be oriented such that an outlet having the Kenosha standard threads must face the concrete pumper pad, and there may not be any obstruction between the fire hydrant and the pumper pad that would impede a firefighter's access to the fire hydrant from the pumper pad, or that would inhibit the operation of a hose extending from the fire hydrant to the Fire Department pumper apparatus.

b. A Fire Department Connection.The Fire Department Connection shall be operationally connected to the Automatic Fire Sprinkler System. The Fire Department Connection shall have a five (5~~in~~) inch Storz connection. The Fire Department Connection shall be located to comply with all of the following: no further than five (5') feet from the pumper pad; no further than five (5') feet from a fire hydrant; and no closer to the building it services than the height of the building that it services. There may not be any obstruction between the fire hydrant and the Fire Department Connection that would impede a firefighter's access to the Fire Department Connection, or that would inhibit the operation of a hose extending from the fire hydrant to the Fire Department Connection. There may not be any obstruction between the pumper pad and the Fire Department Connection that would impede a firefighter's access to the Fire Department Connection, or that would inhibit the operation of a hose extending from the pumper pad to the Fire Department Connection.

c. Locking Cap Covers. All Fire Department Connections, regardless of when installed, shall be occluded by a Locking Cap capable of being removed by appropriate Key Wrenches carried by the Fire Department. Due to the need for consistency and efficiency in emergency situations, and due to the proprietary nature of Key Wrenches, the Fire Department may specify a certain manufacturer or a limited number of manufacturers that provide Locking Caps removable by a particular Key Wrench configuration.

d. Bollards. Fire hydrants associated with the pumper pad and any private hydrants on the property shall be protected from vehicular traffic damage with bollards. The Bureau shall determine the number of bollards needed.

e. Signage. All Fire Department Connections will be labeled on the building or pumper pad; signage to be approved by the Bureau.

6. Fire Hydrant Colors

Keith Aulds
2626534201
idthkfd1@kenosha.org

Fire Hydrant Colors.

- a. Yard fire hydrants fed by municipal water shall be safety blue in color.
- b. Yard fire hydrants fed by a fire pump shall be painted a solid yellow color.
- c. No person shall alter the color or paint scheme of an approved private fire hydrant.

7. Fire Sprinkler System Required

Keith Aulds
2626534201
idthkfd1@kenosha.org

Automatic Fire Sprinkler System Required:

Plans and specifications shall accompany each submittal, including all applicable plan review and acceptance testing fees. Plans will be reviewed and conditionally approved by the Fire Prevention Bureau. All sprinkler systems require a permit issued by the Department of Neighborhood Services and Inspections prior to the start of any work. The Kenosha Fire Department shall witness all field and acceptance testing.

8. Knox Box

Keith Aulds
2626534201
idthkfd1@kenosha.org

Knox Box Required

A Knox Box shall be required on all buildings, multiple may be needed on larger buildings, per 3.30 (C) of the City of Kenosha Ordinance.

9. Lower Exit Signage

Keith Aulds
2626534201
idthkfd1@kenosha.org

EXIT SIGNS IN PROXIMITY OF FLOOR

Floor proximity exit signs as required per 3.27 of the City of Kenosha Ordinance. In the office sections of the buildings.

10. Means of Egress

Keith Aulds
2626534201
idthkfd1@kenosha.org

Exits and Egress shall comply with Wi SPS 321.03

11. Private Fire Hydrant

Keith Aulds
2626534201
idthkfd1@kenosha.org

Private Fire Hydrants.

a. Number of Required Private Fire Hydrants. Additional private fire hydrants shall be provided around the perimeter of the building so that no private fire hydrant is more than Five hundred (500') feet from other approved private fire hydrants measured by normal access routes.

b. Setback Distances. Private fire hydrants shall be no more than five (5') feet from the curb or edge of the street or fire apparatus access. Alternative setback distances may be considered when site conditions conflict with the provisions of this section.

c. Hydrant. There will be a need to locate a private hydrant.

12. Radio Repeater Required

Keith Aulds
2626534201
idthkfd1@kenosha.org

1. Radio Repeater Required (Maybe Two)

Emergency public safety radio communication equipment needed. See attached ordinance.

13. Road Requirements

Keith Aulds
2626534201
idthkfd1@kenosha.org

Onsite Road Requirements

Private roads in the complex shall be a minimum of 22 feet wide with no parking signage on the inner side of the road.

14. Water Supply System Design

System Design.

a. Valves. Control valves shall be provided to limit the number of yard fire hydrants and/or Automatic Fire Sprinkler Systems affected by maintenance, repair or construction. Valves shall be located at street intersections and at no more than eight hundred (800) foot intervals, and sectional control valves shall be placed so that no more than a combination of yard fire hydrants and Automatic Fire Sprinkler Systems can be isolated between control valves. Valves shall be provided in each yard fire hydrant lead.

b. Outlet Position. All yard fire hydrants shall be positioned so that the largest outlet faces the street or fire apparatus access route.

c. Yard Fire Hydrant Height above Grade. The center of the lowest outlet cap of the yard fire hydrants shall be at least eighteen (18~~2~~) inches above grade and not more than twenty-three (23~~2~~) inches above grade.

d. Yard Fire Hydrant Specifications. All yard fire hydrants shall meet the specifications of the Kenosha Fire Department.

e. Bollards. Yard fire hydrants shall be protected from vehicular traffic damage with bollards. The Bureau shall determine the number of bollards needed.

15. Yard Fire Hydrants as Part of a Fire Loop

Yard Fire Hydrants as Part of a Fire Loop.

a. Number of Required Yard Fire Hydrants. Additional yard fire hydrants shall be provided around the perimeter of the building so that no yard fire hydrant is more than Five hundred (500') feet from other approved yard fire hydrants measured by normal access routes.

b. Setback Distances. Yard fire hydrants shall be no more than five (5') feet from the curb or edge of the street or fire apparatus access. Alternative setback distances may be considered when site conditions conflict with the provisions of this Section.

Leif Jackson
2626534201
idthkwu2@kenosha.org

The development of this parcel requires public water main and public sanitary main extensions across the entire northern frontage of the site, within the existing Utility Easement. As this is public infrastructure, to be owned and maintained by KWU, the Developer is to enter into a Development Agreement with KWU and the utilities are to be installed under the terms of this agreement. The agreement is to be drafted by the City's Attorney Office.

The water and sewer installed through this agreement are to be designed and built to KWU standards. The design of these utilities will be the responsibility of the Developer's Engineer, to be reviewed by KWU. Being a public utility extension, DNR approval will also be required. Obtaining DNR approval will be the responsibility of the Developer, with an owner approval letter to be provided by KWU once the design has been finalized. Please coordinate the design of these utilities through KWU's Engineering Department.

Note that the proposed water main is to connect to the existing water main located near the northwest corner of the Project Site. The water main is required to be twenty-four inch in diameter, installed with approximately six-feet of cover. The sanitary sewer shall be eight inches in diameter, connecting to the existing sanitary stub located in the northwest corner of the Project Site and run at minimum slope (0.4%) from that point onwards. The line shall terminate with a manhole containing a sewer stub to the north to allow for future connection.

25. Easement Amendment

Leif Jackson
2626534201
idthkwu2@kenosha.org

The existing public water main located within the sixty-six foot (66') access/utility easement bordering the site on the west and south (the private roads of 79th Avenue and 62nd Place, respectively) needs to be expanded into the Project Site to allow for maintenance of the water main. As the water main appears to be installed approximately four and a half feet (4.5') from the property line, an additional five feet (5') is required. The Utility Easement shall be amended along both the southern frontage (past the eastern limits of 62nd Place, to a point five feet beyond the existing public hydrant) and the entire western frontage of the Project Site.

Please provide a metes and bounds legal description for the proposed easement amendment. Be sure to include an exhibit of the proposed easement in relation to the greater parcel. The easement amendment is to be drafted by the City Attorney's Office and recorded to the property by the Developer through this Project. Note that the recording of this easement amendment will be tied to KWU's sign-off on Final Occupancy for the Development.

26. Unused Sanitary Service Stubs

Leif Jackson
2626534201
idthkwu2@kenosha.org

There are several sanitary sewer service stubs extended to the Project Site which will not be utilized. These stubs are connected directly to public manholes. Through this Project, the unused stubs are to be bulkheaded within the public manholes located in the 79th Avenue/62nd Place private drive. Please include the line-work, call-outs, and associated notes for this requirement with the Utility Plan and/or Demolition Plan.

27. Multiple Water Connections

Leif Jackson
2626534201
idthkwu2@kenosha.org

Per Section XXXII, Rule 06-08 of the Kenosha General Ordinances, each parcel may only have one water connection to the public main with a single water meter for domestic purposes. As designed, two connections to the public main are to be utilized. In order to utilize a second connection for the parcel a written request must be made to KWU's General Manager (Curt Czarnecki, P.E.). This request can be included with future Conditional Use Permit (CUP) submittals.

28. Multiple Water Connections

Leif Jackson
2626534201
idthkwu2@kenosha.org

Related to Comment #4 above, if multiple water connections to the public main are to be utilized, check valves must be installed on each water connection feeding the site. The check valves are to be located near each service valve (near the property line) to ensure no water which enters the private water system returns to the public water system. These check valves are to be private, owned and maintained by the property owner. Please include a detail of the check valve vault with future submittals. Be sure that each vault has a frost-proof lid (Neenah R-1755-F2, or approved equal) to help ensure the line does not freeze.

29. Utility Plan - Water

Leif Jackson
2626534201
idthkwu2@kenosha.org

Regarding the private water loop, note that this system is identified as a ten inch through one call-out, and as an eight inch through other call-outs. Please confirm the size of the proposed private loop and correct the notes accordingly.

30. Utility Plan - Water

Leif Jackson
2626534201
idthkwu2@kenosha.org

Also regarding the private water loop, pipe lengths and slopes are required on all proposed infrastructure. Be sure to include invert elevations at all bends, fittings, and tie-in points. Additionally, be sure to include design clearances at all utility crossings.

31. Utility Plan - FDC

Leif Jackson
2626534201
idthkwu2@kenosha.org

Still on the private water loop, there appears to be an error regarding the Fire Department Connection (FDC) and the proposed water service. The only point at which the proposed water service enters the building is near the FDC. The linework appears to show the FDC connection in the same place as the water service; it appears to be the same line. Note the FDC connection should not be directly connected to the private water loop. Rather, the FDC line should extend from the FDC assembly to the building's fire suppression system directly, with the portion upstream of the required FDC check valve remaining unpressurized. As designed, water would be pumped from the private water loop directly back into the private water loop. Please update the connection or clarify what is happening here.

32. Utility Plan - Sanitary

Leif Jackson
2626534201
idthkwu2@kenosha.org

If space allows, please relocate the proposed sampling manhole to a point in the parkway, south of the site, outside of the proposed fence. Ideally, the manhole would be placed at the connection point to the existing sanitary stub.

33. Sampling Manhole - Access Letter

Leif Jackson
2626534201
idthkwu2@kenosha.org

Please provide a letter from the Owner granting KWU access to the private sampling manhole.

34. FDC Detail

Leif Jackson
2626534201
idthkwu2@kenosha.org

Regarding the Pumper Pad FDC detail on Sheet Sheet C-10, please update the detail to include a frost-proof lid (Neenah R-1755-F2, or approved equal) to help ensure the line does not freeze.

35. Utility Plan - Notes

Leif Jackson
2626534201
idthkwu2@kenosha.org

Please include the following notes on the Utility Plan:

- All sanitary sewer and water to be installed in accordance with Kenosha Water Utility (KWU) Standards.
- All applications and fees for sanitary sewer and water must be completed and paid prior to connection to sewer/water systems.
- All water connections to existing water mains shall be completed by KWU, with excavation and backfill by the developer. Developer shall provide 72 hours notice to KWU when connection is to be made.
- Any utility work in the right-of-way and all sanitary sewer connections to be inspected by KWU. Notify KWU 48 hours in advance of work.
- Water services larger than two inches (2") shall be flushed and bacteria tested in accordance with KWU Chapter XXXII Rules & Regulations, Rule 06-35. The pressure test on the water service shall only be conducted after the bacteriological sampling is complete and certified safe by KWU.

36. Water Meter Detail

Leif Jackson
2626534201
idthkwu2@kenosha.org

A water meter detail is required to be included with the Civil Plan-set. For future submittals, please note the following regarding water meter configuration:

- **Basic Requirements** – Water meters are to be permanently housed in a climate controlled environment. The water meter shall have unobstructed access, twelve inches (12”) from the inside wall, twelve to twenty-four inches (12” to 24”) above the floor. The meter shall have full brass body ball valves on the inlet and outlet pipe.
- **By-Pass** – All water meters one and one half inches (1.5”) or greater shall have a bypass with a two-way ball valve with locking handle. Meters one and one half inches (1.5”) shall have Jomar Tamperproof Locking Devices; all meters greater than one and one half inches (1.5”) shall have an American Valve, Model 3700 Flanged Ball Valve with Tamperproof Locking Device, or approved equal.
- **Larger Meters** – For all meters three inch (3”) or larger in size a strainer shall be provided five (5) pipe diameters upstream of the water meter. Water meters three inches (3”) and larger shall also have a two inch (2”) test plug provided between the outlet side of the meter and the outlet valve.
- **Remote Meter Reader Connection** – A 3C18 gauge cable by Belden-M, or approved equal, shall be installed in a one half inch (0.5”) conduit through the exterior wall for the remote meter reader. Remote reader to be field located by KWU meter division and installed by the developer.
- **Remote Meter Reader** – Remote meter reader will be installed four feet (4’) above adjacent grade with no obstructions.
- **Fees** – Please note that the size of the meter will dictate the associated Sewer Impact Fee. A breakdown of these fees can be found at:

[KWU 2022 Water & Sewerage Service Rates](#)

37. Fire Protection Service Charge

Leif Jackson
2626534201
idthkwu2@kenosha.org

Note that each connection to the public water main has an associated monthly Private Fire Protection Service Charge based on the size of the connection. The Charge for each eight inch (8”) connection is \$38.26; the total for the private water loop as designed is therefore \$76.52 per month. A form of this note will appear on all subsequent reviews.

Stormwater

General Issues

38. Storm Sewer

City Clark-Dietz-1 Kenosha 2626534201 idtclark1@kenosha.org	<p>Calculations shall be provided to show the proposed storm sewer meets the City of Kenosha Stormwater Management Criteria for Design of Storm Sewers, last revised November 2016 (Form #PWU005)</p> <p>a. Where a storm sewer discharges into a storm water detention facility the pipe sizing must take into account the loss of hydraulic gradient due to rising water levels in the basin.</p> <p>Please include hydraulic grade line calculations for designed storm sewer accounting for the design water surface elevation of the detention pond.</p> <p>[Edited By City Clark-Dietz-1 Kenosha]</p>
---	---

39. SWMP

City Clark-Dietz-1 Kenosha 2626534201 idtclark1@kenosha.org	<p>An overflow path shall be provided for all sumps in streets and any sumps in the interior of developments to protect against damage in the case of plugged inlets or runoff in excess of the storm sewer capacity. The required capacity of this overflow route shall be equal to that required for the 100-year, 24-hour runoff.</p> <p>a. A minimum of 6-inches of freeboard must exist between the design water surface and any building or electrical enclosure.</p> <p>Please confirm the design water surface elevation and height of freeboard on east side and southeast corner of building</p> <p>[Edited By City Clark-Dietz-1 Kenosha]</p>
---	--

40. Storm Sewer

City Clark-Dietz-1 Kenosha 2626534201 idtclark1@kenosha.org	<p>Calculations shall be provided to show the proposed storm sewer meets the City of Kenosha Stormwater Management Criteria for Design of Storm Sewers, last revised November 2016 (Form #PWU005)</p> <p>a. Storm sewers shall be sized for the largest peak flow produced by the 10 year rational method design storm.</p> <p>b. The hydraulics of the storm sewer shall be designed to operate under full or partially full conditions for the 10 year storm. A design that would cause the storm sewer to surcharge during the 10 year storm is not acceptable.</p> <p>Please include the 4 inch underdrains east of railroad tracks in storm sewer calculations and confirm that the receiving sewer has capacity to accept flows.</p>
---	--

41. Storm Sewer

City Clark-Dietz-1 Kenosha 2626534201 idtclark1@kenosha.org	<p>It appears that area to the east of the building draining to storm sewer and underdrains is not included in drainage area map.</p> <p>Please update drainage area map to include all area draining to structures on site and indicate which areas are draining off site.</p>
---	---

42. SWMP

City Clark-Dietz-1 Kenosha 2626534201 idtclark1@kenosha.org	<p>This site has an approved Stormwater Management Master Plan.</p> <p>Please confirm that area and flows draining off site to the east and north comply with master plan.</p> <p>[Edited By City Clark-Dietz-1 Kenosha]</p>
---	--

43. SWMP

City Clark-Dietz-1

Kenosha

2626534201

idtclark1@kenosha.org

This site has an approved Stormwater Management Master Plan.

Please include the initial design criteria TSSS and peak discharge that are required for this site in the narrative.

[Edited By City PublicWorks-2 Kenosha]

Traffic

General Issues

18. General Notes

City PublicWorks-1

Kenosha

262-653-4050

idtqw1@kenosha.org

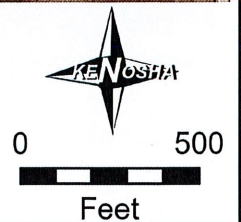
1. Public sidewalk required along CTH K with sidewalk connection to development. Public sidewalk construction may be deferred upon request for an exception to and approval of the Common Council, when and for so long as not deemed necessary as found in Section 5.05(C)(7)(b) of the General Code of Ordinances. Request should be submitted in standalone PDF document addressed to Brian Cater, Director of Public Works. Request should have address of property, supporting information for request, with exhibits showing such information as project location map, site pictures, and plan(s) sheet showing street frontage. If deferral is approved, please provide a plan showing a reserved corridor for a future ADA accessible route from development to a future public sidewalk.
2. CTH K is in Kenosha County jurisdiction. Access to CTH K will need to be granted by Kenosha County.

[Edited By City PublicWorks-1 Kenosha]

City of Kenosha
Vicinity Map
Schuetz Container Systems
Conditional Use Permit



 Subject Property





P: 262-653-4030
E: idtcd1@kenosha.org

625 52nd Street, Kenosha, WI 53140
www.kenosha.org

Project Overview

#1244388

Project Title: Schuetz Container Systems BTS
Application Type: Electronic Review
Workflow: Express Workflow

Jurisdiction: City of Kenosha
State: WI
County: Kenosha

Contact Information

Project Contact - Agent/Representative

Kaz Kishiue-Koval
McShane Construction
9500 W Brn Mawr Avenue, Suite 200
Rosemont, IL 60018
P:8472924300
kkishiue-koval@mcshane.com

Property Owner

Thomas Neal
Schuetz Container Systems, Inc.
200 Aspen Hill Rd
North Branch, NJ 08876
P:9083000934
thomas.neal@schuetz.net

Please indicate which of the following contacts are included in this project.: Contractor

Contractor

Kaz Kishiue-Koval
McShane Construction
9500 W Brn Mawr Avenue, Suite 200
Rosemont, IL 60018
P:8472924300
kkishiue-koval@mcshane.com

Project Information

Project Address: 7517 60TH ST, KENOSHA, WI 53142

Project Type: Conditional Use Permit

Project Description:

New manufacturing facility for Schuetz Container Systems where plastic drums & bulk containers will be manufactured, stored, and distributed.

Project Valuation: \$38,866,000.00

Is the property subject to any easements, covenants, or other restrictions?: No

Please indicate the restrictions that apply.:

Proposed Use: M2

Total Square Footage of Project: 371393

Project Acreage: 24.568



This application and all plan review documents **must** be submitted through the City of Kenosha's online plan review portal:

kenosha.geocivix.com/secure/

**APPLICATION FOR DEVELOPMENT
REVIEW Forms #CD301 thru #CD310
(rev. 5/21)**

***This page required with every application or
the application will be deemed incomplete.***

MAILING INFORMATION

NAME OF PROJECT: Schuetz Container Systems BTS

The property owner will receive all correspondence. The Applicant and Architect/Engineer will be copied on correspondence. Owner signature required.

Name and Address of Property Owner [Please print]:

Schuetz Container Systems, Inc.

200 Aspen Hill Rd

North Branch, NJ 08876

Phone: 908-300-0934

E-Mail*: thomas.neal@schuetz.net

Signature*: Thomas Neal

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

McShane Construction

9500 W Bryn Mawr Ave, Suite 200

Rosemont, IL 60017

Phone: 847-692-8843

E-Mail*: mgeiger@mcshane.com

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

Harris Architects Inc.

1475 E Woodfield Rd, #925

Schaumburg, IL 60173

Phone: 847-350-1078

E-Mail*: gloughran@harrisarchitects.com

PROJECT LOCATION

Location of Development (street address and / or parcel number): 7517 60th St. Kenosha, WI 53142
03-122-04-126-041

TYPE OF LAND DEVELOPMENT

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

☒ Certified Survey Map #CD301

☒ Concept Review (Land Division) #CD302

☐ Concept Review (Multi-Family Residential or Non-Residential) #CD303

☒ Conditional Use Permit #CD304

☒ Developer's Agreement #CD305

☒ Final Plat #CD306

☒ Lot Line Adjustment Survey #CD307

☒ Preliminary Plat #CD308

☒ Rezoning #CD309

☒ Site Plan Review #CD310

Section 1 Page 3

Section 2 Page 4

Section 3 Page 5

Section 4 Pages 6 & 7

Section 5 Page 8

Section 6 Pages 9 & 10

Section 7 Page 11

Section 8 Pages 12 & 13

Section 9 Pages 14 & 15

Section 10 Pages 16 & 17

Prior to submitting this Application to the Department of City Development, please review the appropriate sections 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 the address listed below.

*All applications for City Plan Commission / Common Council must include an email address and property owner signature. Staff report and agenda will be forwarded to the email address included in this application.



APPLICATION FOR CONDITIONAL USE PERMIT
Form #CD304 (rev. 11/20)

SECTION 4
CONDITIONAL USE PERMIT

Additional Information Required:	Building or Addition Square Footage: <u>371,393</u> Existing Building Size: <u>N/A</u> Site Size: <u>24.568 acres</u> Current # of Employees: <u>N/A</u> Anticipated # of New Employees: <u>97</u> Anticipated Value of Improvements: <u>\$38,866,000</u>			
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Specified Plans indicated below drawn at a standard engineering scale in .pdf format provided to bwilke@kenosha.org. Engineering plans to be stamped by Professional Engineer. ➤ Developer Site Plan/Conditional Use Permit Checklist (Appendix A) 			
If Item to be Reviewed by Plan Commission/Common Council must Submit:	<ul style="list-style-type: none"> ➤ Fifteen (15) copies of 11" x 17" reduction of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides) SUBMIT WHEN REQUESTED BY STAFF ➤ Sample Board containing colored samples of all exterior building materials ➤ <i>*Application will not be reviewed by City Plan Commission without these submittals.</i> 			
Fees:		<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. <u>or</u> \$1,025 = CPC/CC
	Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <u>or</u> \$1,300 = CPC/CC
	Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <u>or</u> \$1,725 = CPC/CC
	Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <u>or</u> \$2,125 = CPC/CC
	<ul style="list-style-type: none"> ➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed. ➤ Application fee entitles applicant to an initial review and one re-submittal. ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews. ➤ CUP Amendment = 50% of the applicable fee as determined above. 			
Appendices to Review:	➤ All			
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 30 days for Staff Review ➤ 45-60 days for City Plan Commission/Common Council Review 			
The conditional use permit plans, <i>prepared to a standard engineering scale</i> , shall be submitted with this application & shall include the following information:				
Building Plan:	<ul style="list-style-type: none"> ➤ Layout of building(s) including size and layout of rooms ➤ Design and architecture ➤ Plans and details on fire suppression and/or standpipe ➤ Plans and details on fire detection, fire alarm and other safety devices 			
Site Plan (based on a plat of survey)	<ul style="list-style-type: none"> ➤ Legal description of property ➤ Location and footprint of building(s) and structure(s) ➤ Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks ➤ Outline of any development stages ➤ Location and details on any required emergency access roads ➤ A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space 			



APPLICATION FOR CONDITIONAL USE PERMIT
Form #CD304 (rev. 11/20) (continued)

SECTION 4
CONDITIONAL USE PERMIT Continued

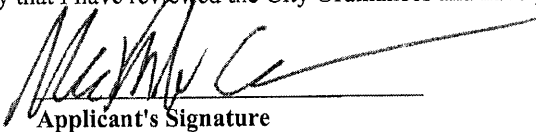
Drainage Plan	<ul style="list-style-type: none"> ➤ Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations ➤ Floodplain boundaries, if applicable ➤ Soil characteristics, where applicable ➤ Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas
Landscape Plan	<ul style="list-style-type: none"> ➤ Existing trees and land form ➤ Location, extent and type of all proposed plantings ➤ Location, height, opaque characteristics and type of any required screening
Utility Plan	<ul style="list-style-type: none"> ➤ Location of all utilities: storm and sanitary sewers, water mains, fire hydrants, electrical, natural gas, and communication (cable television, telephone, etc.) lines (<i>Refer to Exhibit C for more specific information requested</i>) ➤ Exterior lighting for parking and other outdoor areas, outdoor signs and building exteriors ➤ Location of waste and trash collection, and indicate plans for snow removal
Erosion Control Plan	<ul style="list-style-type: none"> ➤ Location of all Erosion Control measures in compliance with Section 33.0 of the Code of General Ordinances

The alderman of the district will be notified of the application.

The Conditional Use Permit will be reviewed for compliance with Sections 4 and 14 of the Zoning Ordinance, as well as requirements contained in other City and/or State codes and ordinances in reviewing the application.

It is noted that under Section 4.04 I of the Zoning Ordinance, if a construction permit is required and not secured within twelve (12) months of the date of approval by the review authority, the conditional use permit shall expire.

I hereby certify that I have reviewed the City Ordinances and have provided of all required information.


 Applicant's Signature



CONCEPTUAL ARCHITECTURAL RENDERING

SCHUETZ CONTAINER SYSTEMS

KENOSHA, WISCONSIN



CONCEPTUAL ARCHITECTURAL RENDERING

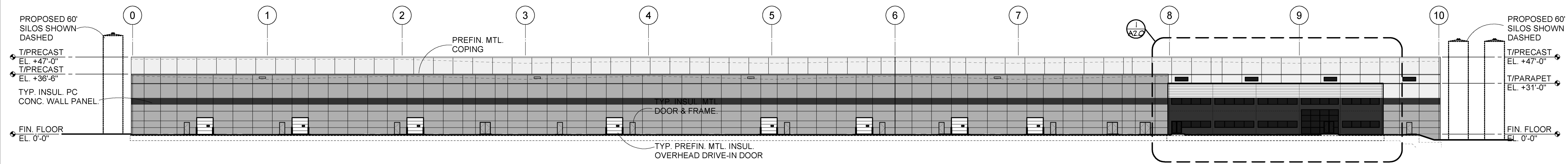
SCHUETZ CONTAINER SYSTEMS

KENOSHA, WISCONSIN



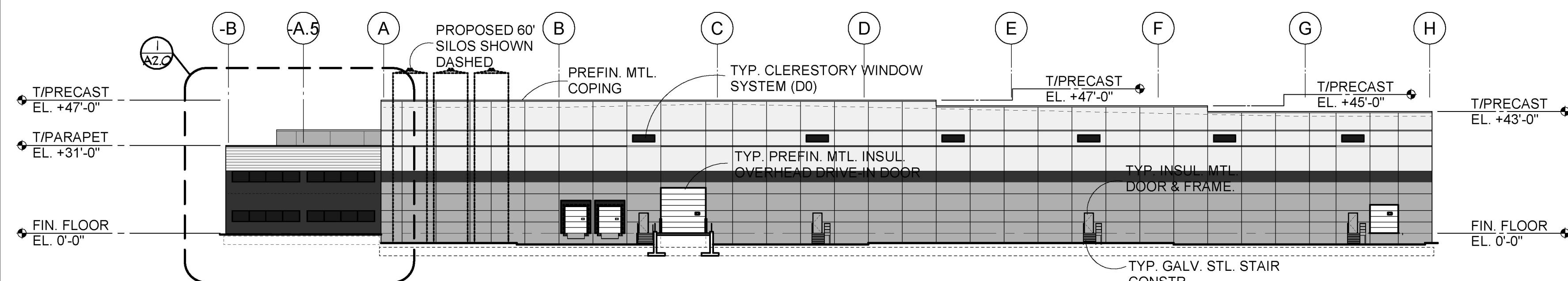
CONCEPTUAL ARCHITECTURAL RENDERING

SCHUETZ CONTAINER SYSTEMS
KENOSHA, WISCONSIN



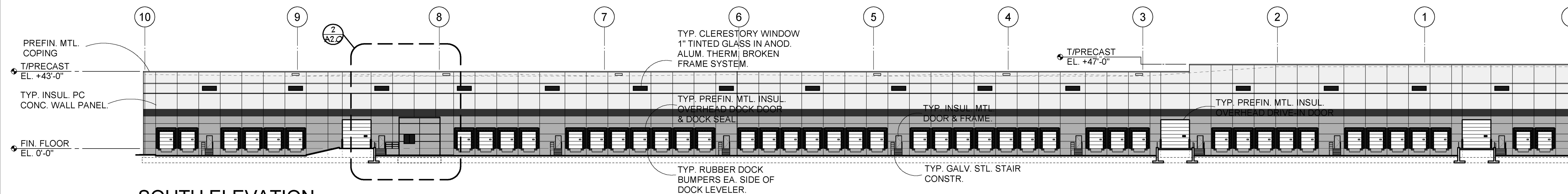
NORTH ELEVATION

SCALE: 1" = 30'-0"



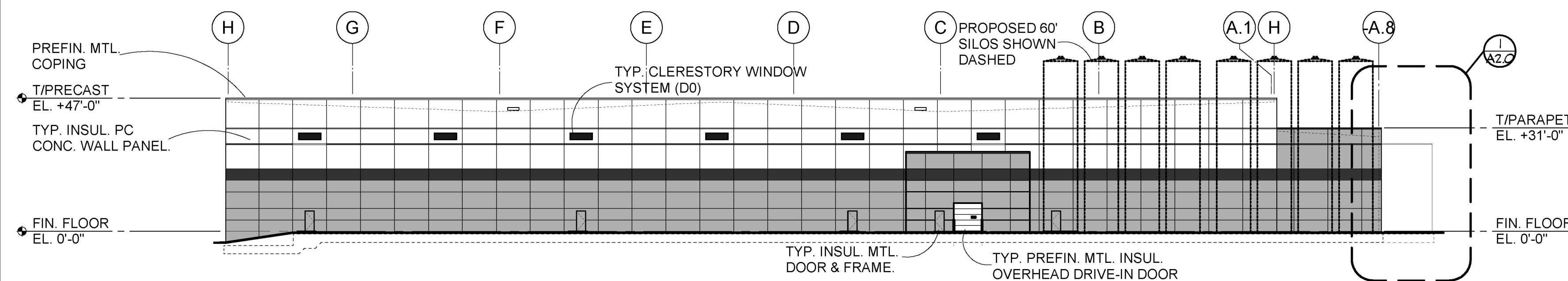
WEST ELEVATION

SCALE: 1" = 30'-0"



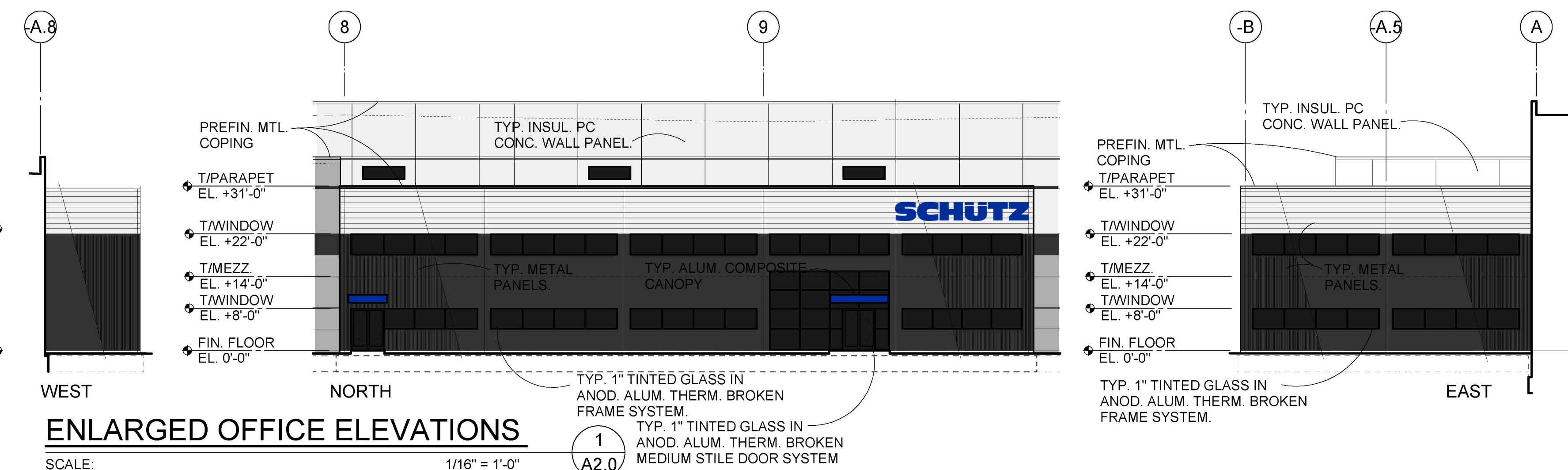
SOUTH ELEVATION

SCALE: 1" = 30'-0"



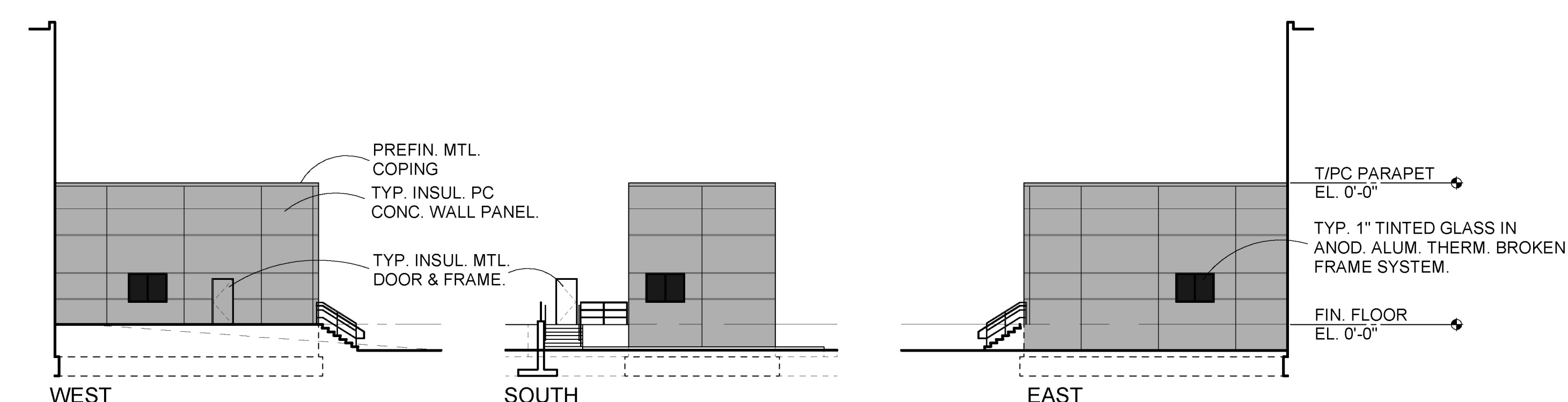
EAST ELEVATION

SCALE: 1" = 30'-0"



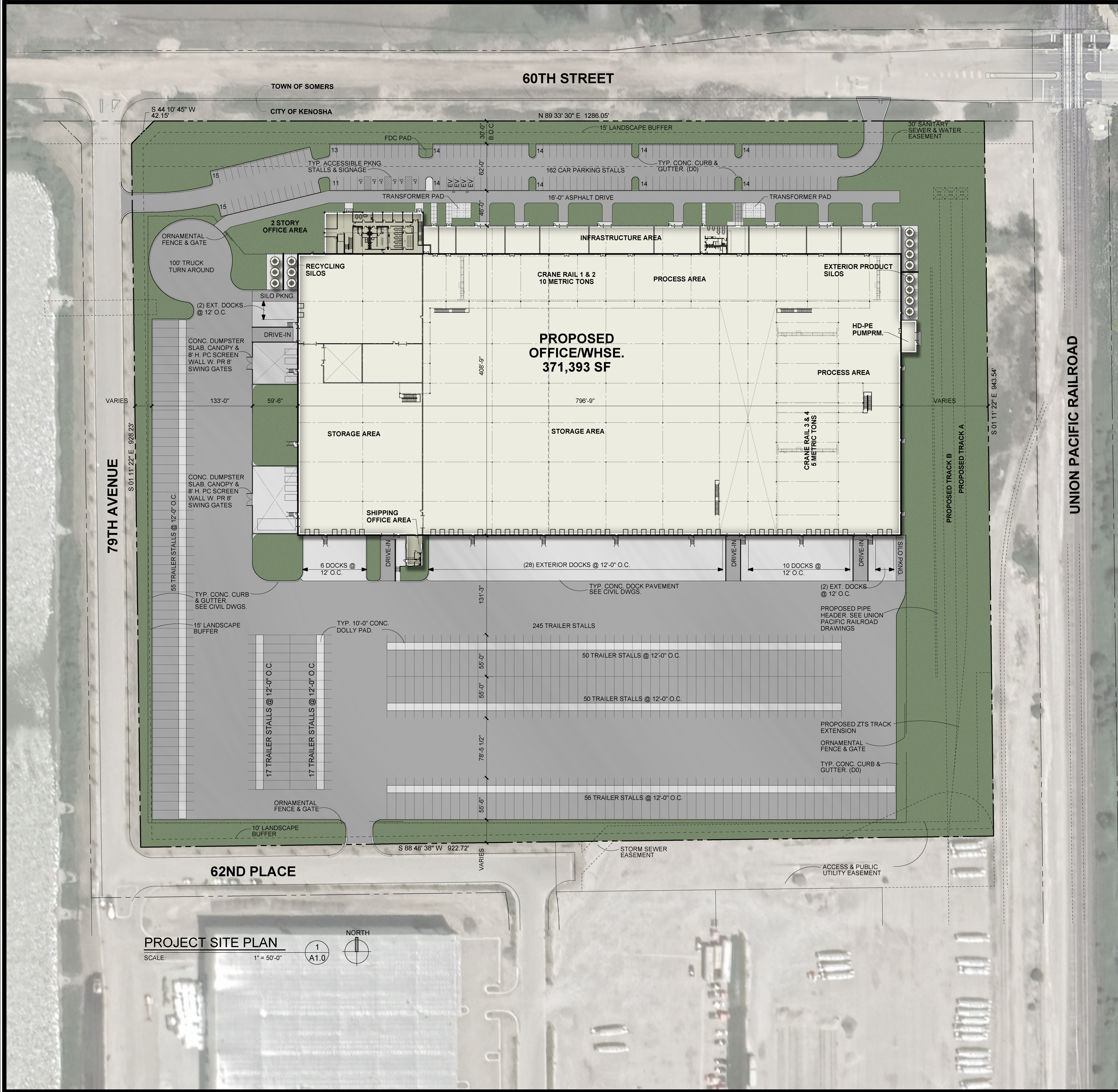
ENLARGED OFFICE ELEVATIONS

SCALE: 1/16" = 1'-0"

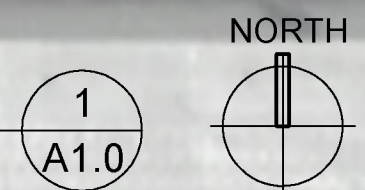


SHIPPING OFFICE ELEVATIONS

SCALE: 1/16" = 1'-0"



PROJECT SITE PLAN
SCALE: 1" = 50'-0"



CONSTRUCTION DATA

BUILDING CODE: KENOSHA WISCONSIN CODE OF ORDINANCES
WISCONSIN ADMINISTRATIVE CODE & NATIONAL CODES
ADOPTION OF INTERNATIONAL CODES - (SPS 361.05)
2015 INTERNATIONAL BUILDING CODE - (SPS 362)
2015 INTERNATIONAL ENERGY CONSERVATION CODE - (SPS 363)
2015 INTERNATIONAL MECHANICAL CODE - (SPS 364)
2015 INTERNATIONAL FUEL GAS CODE - (SPS 365)
2015 INTERNATIONAL EXISTING BUILDING CODE - (SPS 366)
2015 INTERNATIONAL PLUMBING CODE - (SPS 380 - 387)
2015 NATIONAL ELECTRIC CODE NFPA 70
WISCONSIN STATE ELECTRICAL CODE, VOLUME 1

FIRE DEPARTMENT: 2015 INTERNATIONAL FIRE CODE
ZONING: M-2, HEAVY MANUFACTURING
AIR - 4 KENOSHA REGIONAL AIRPORT OVERLAY ZONING DISTRICT

CONSTRUCTION TYPE: TYPE 2B, NON-COMBUSTIBLE

OCCUPANCY TYPE: B - BUSINESS, S-1 - MODERATE HAZARD STORAGE

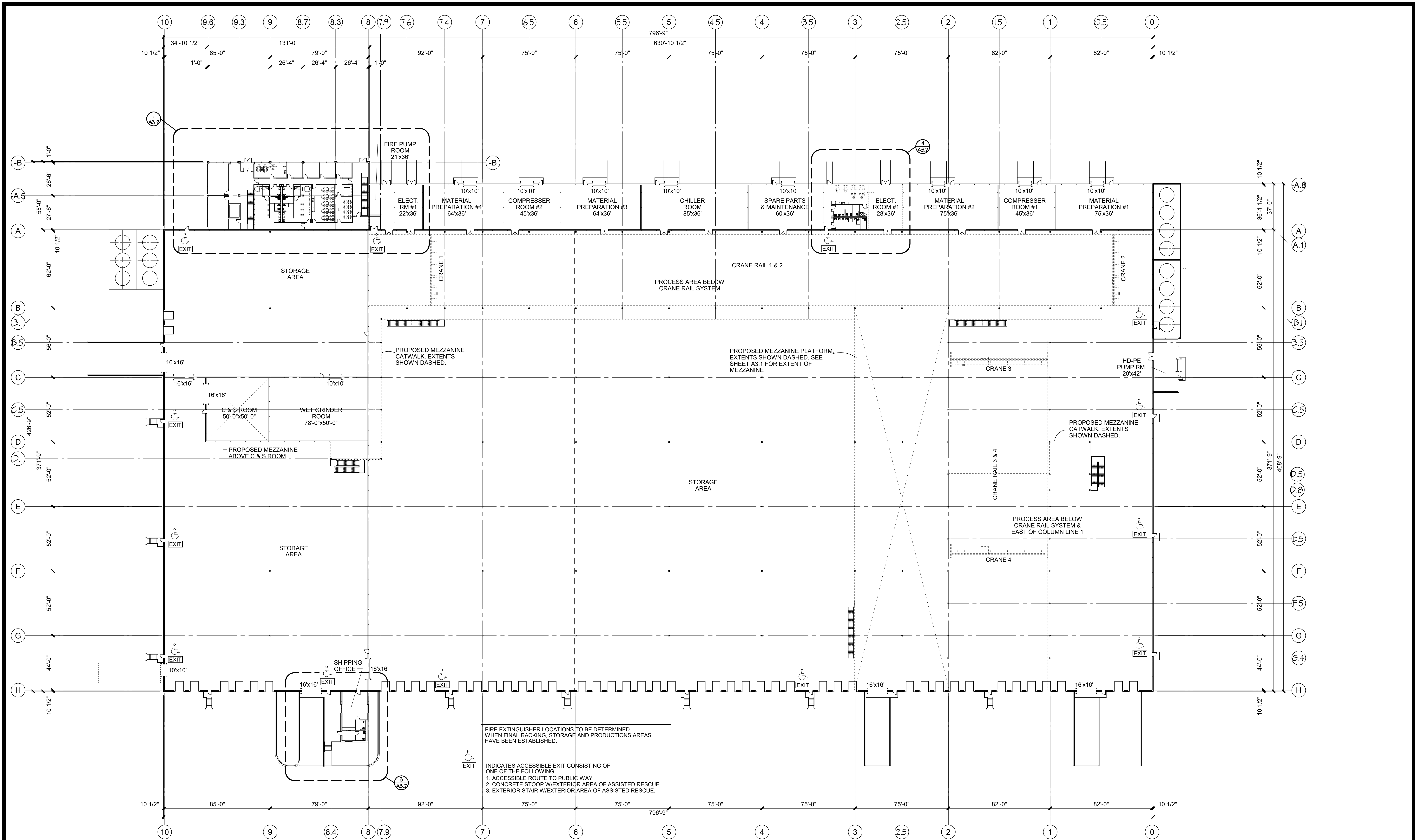
HANDICAPPED PARKING: SIGNS & PARKING STALLS PER LATEST
STATE OF WISCONSIN ACCESSIBILITY STANDARDS

FIRE PROTECTION: BUILDING TO BE EQUIPPED THROUGHOUT WITH E.S.F.R.
AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED FOR
NFPA 13 FOR CLASS I THROUGH CLASS IV COMMODITIES
AS DEFINED IN NFPA 231C
REFER TO FIRE PROTECTION DRAWINGS BY OTHERS.

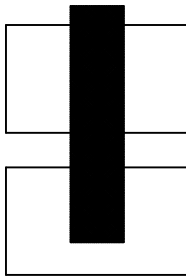
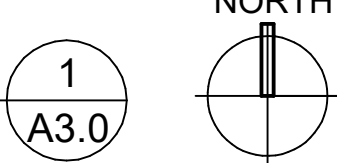
THE OWNER IS TO VERIFY IF FACTORY MUTUAL OR I.S.O. REQUIREMENTS APPLY
TO THE DESIGN OF THE FIRE PROTECTION SYSTEM. IF SO, THE FIRE PROTECTION
CONTRACTOR SHALL MEET WITH OWNER/TEENANT AND THEIR INSURANCE
REPRESENTATIVE TO OBTAIN THE CRITERIA FOR THE DESIGN OF THE SPRINKLER
SYSTEM. DRAWINGS, DESIGN AND CALCULATIONS SHALL BE SUBMITTED TO THE
OWNER / OWNER INSURANCE REPRESENTATIVE FOR REVIEW, COMMENTS AND
FINAL APPROVAL PRIOR TO PERMIT SUBMITTAL.

SITE DATA

SITE AREA (+24.568 ACRES)	+1,070,196 SF
PROPOSED DETENTION	OFF SITE PROVIDED
OPEN/GREENSPACE REQUIRED	15%
OPEN/GREENSPACE PROVIDED - 188,794 SF/1,070,196 SF = 0.176(100) =	17.6%
BUILDING AREA	
PROPOSED 1ST FLOOR OFFICE	7,322 SF
PROPOSED MEZZANINE OFFICE	7,322 SF
TOTAL OFFICE AREA	14,644 SF
ANCILLARY BUILDING AREA	23,245 SF
STORAGE AREA	205,552 SF
C & S EQUIPMENT MEZZANINE	2,588 SF
SHIPPING OFFICE	930 SF
PROCESS AREA	90,655 SF
HD-PE PUMP ROOM	913 SF
PRODUCTION EQUIPMENT MEZZANINE AREA	32,866 SF
TOTAL BUILDING AREA	371,393 SF
EMPLOYEE NUMBERS (PROVIDED BY SCHUETZ CONTAINER)	
PROCESS/STORAGE AREA	120
OFFICE AREA	20
TOTAL	140
PARKING PROVIDED	162 STALLS
CAR PARKING REQUIREMENTS	
OFFICE USE REQUIREMENTS	
4 SPACES FOR EACH 1,000 S.F. (ASSUME 14,644 S.F.)	58 STALLS
PROCESS AREA	
2 PER 3 EMPLOYEES (FIRST SHIFT - 120 EMPLOYEES)	80 STALLS
NOT LESS THAN 2/1,000 SF	182 STALLS
STORAGE AREA	
2 PER 3 EMPLOYEES (MAXIMUM SHIFT)	20 STALLS
1/1,000 SF - 1ST 20,000 SF	10 STALLS
1/2,000 SF - 2ND 20,000 SF	10 STALLS
1/4,000 SF - GREATER THAN 40,000 SF	42 STALLS
TOTAL PARKING REQUIRED	72 STALLS
EXTERIOR DOCKS	
WEST EXTERIOR DOCKS/LEVELERS PROVIDED	2 DOCKS
SOUTH EXTERIOR DOCKS/LEVELERS PROVIDED	46 DOCKS
TOTAL EXTERIOR DOCKS PROVIDED	48 DOCKS
10'x10' DRIVE-IN DOORS	10 DOORS
16'x16' DRIVE-IN DOORS	4 DOORS
TRAILER STALLS PROVIDED	245 STALLS
BUILDING HEIGHT	
PRODUCTION & STORAGE AREA CLEAR HEIGHT	40'-0" AFF
ANCILLARY CLEAR HEIGHT	31'-0" AFF
CRANE RAIL PICK HEIGHT	31'-0" AFF




BUILDING FLOOR PLAN
SCALE: 1" = 30'-0"



DESIGNED: AIN
REVIEWED: TOM
DRAFTED: TOM

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC.



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

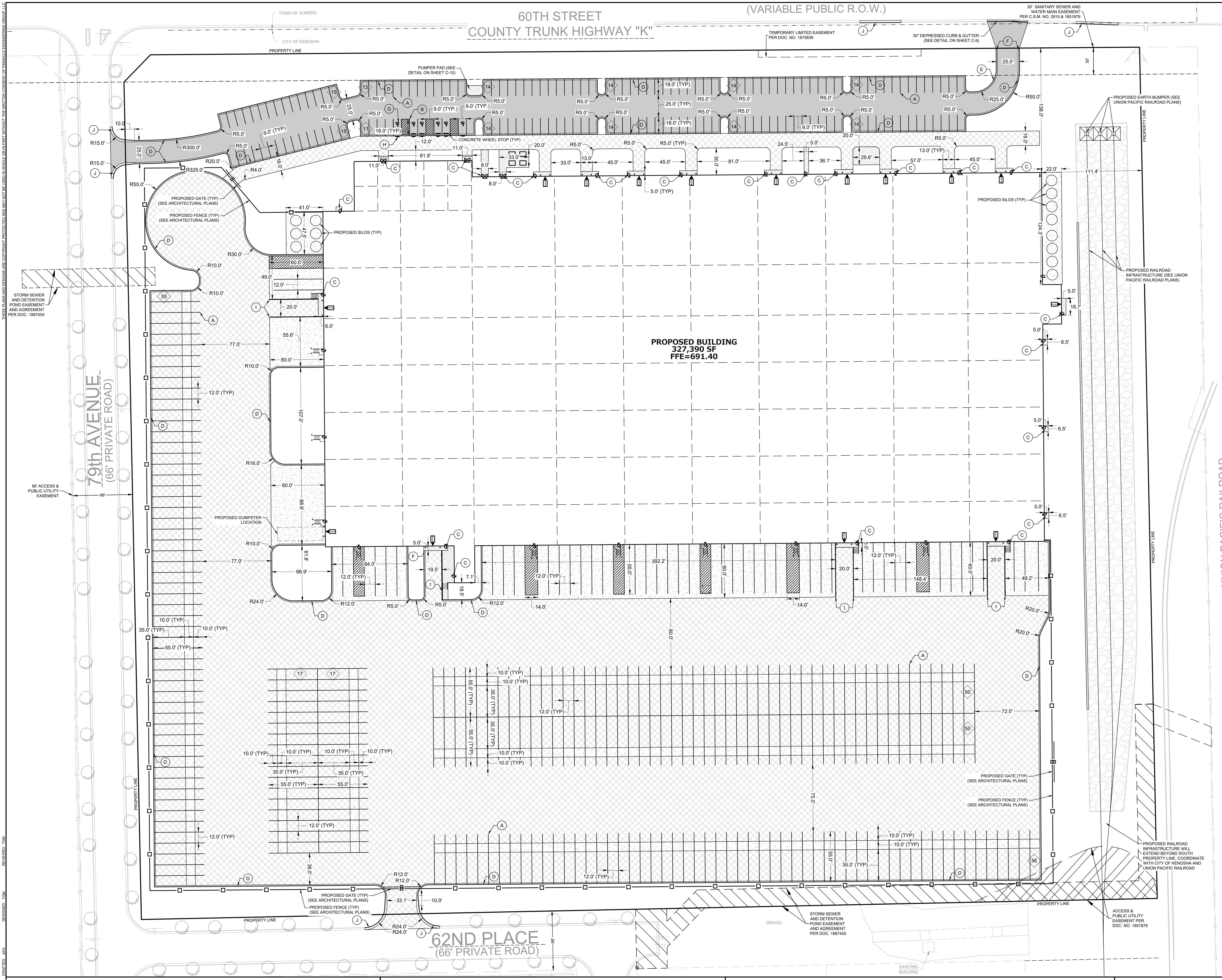
WISCONSIN OFFICE:
20725 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53106
(262) 754-8888


CHICAGO ILLINOIS OFFICE:
NATIONWIDE

PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

SCHUETZ CONTAINER
7517 60TH ST.
KENOSHA, WI

Z:\PROJECTS\2011\108.00C-W\CAD\SHEETS\108.00C_SITEDIMENSIONAL&PAVING.DWG





GRAPHICAL SCALE (FEET)
0 1" = 40' 80'

LEGEND

- LIGHT DUTY PAVEMENT
 - 6" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LESTONITE)
 - 2" ASPHALTIC CONC. (2 LIFTS)
 - 2" LOWER LAYER (DHT 58-28.5)
 - 2" UPPER LAYER (DHT 58-28.5)
- HEAVY DUTY PAVEMENT
 - 10" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LESTONITE)
 - 2" ASPHALTIC CONC. (2 LIFTS)
 - 2" LOWER LAYER (DHT 58-28.5)
 - 2" UPPER LAYER (DHT 58-28.5)
- CONCRETE PAVEMENT / DOLLY PAD
 - 6" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED VIRGIN LESTONITE)
 - 8" PCC (4000 PSI AIR ENTRAINED CONCRETE)
- CONCRETE SIDEWALK
 - 6" CRUSHED AGGREGATE BASE COURSE (6" DENSE GRADED LESTONITE)
 - 4" PCC (4000 PSI AIR ENTRAINED CONCRETE)
- GRAVEL SUBBALLAST
 - 10" SUBBALLAST (SEE UNION PACIFIC RAILROAD PLANS)
- CURB & GUTTER
 - REVERSE PITCH CURB & GUTTER
- 4" SOLID WHITE STRIPE
- 4" DIAGONAL AT 45° SPACED 2" O.C.
- BUILDING DOOR SLAB (2% MAX SLOPE WITHIN 5-FT OF DRIVE IN OR MAN DOOR)
- 18" REVERSE CURB & GUTTER (SEE DETAIL)
- 18" CURB & GUTTER (SEE DETAIL)
- TAPER CURB HEAD (SEE DETAIL)
- ADA STALL INSIGNIA
- ADA SIGN WITH BOLLARD (SEE DETAIL)
- RETAINING WALL (BY OTHERS)
- 30" CURB & GUTTER (SEE DETAIL)
- PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)
- MAN DOOR
- OVERHEAD DOOR

SITE DATA

SITE AREA:	1,070,196 S.F. / 24.57 AC
IMPERVIOUS SPACE:	836,577 S.F. / 88.65 AC / 78.26%
GREEN SPACE:	188,794 S.F. / 36.27 AC / 17.64%
PROPOSED BUILDING	
BUILDING FOOTPRINT AREA:	327,390 S.F.
PARKING PROVIDED (9'x18'):	166 (6 ADA)
PARKING RATIO TO FLOOR AREA:	0.51 SPACES PER 1000 S.F.

ALL WALLS (OVER 5' IN HEIGHT) REQUIRE CITY OF KENOSHA PERMIT PER GENERAL ORDINANCE 9.26 & BE PERFORMED BY LICENSED CIVIL ENGINEER

ALL WORK WITHIN PUBLIC R.O.W. SHALL CONFORM TO THE CITY OF KENOSHA AND KENOSHA COUNTY STANDARDS.

EXISTING CONDITIONS SURVEY:

EXISTING CONDITIONS SURVEY PROVIDED BY PINNACLE ENGINEERING GROUP. ALTHOUGH PEG HAS NO REASON TO BELIEVE THE SURVEY IS INACCURATE, PEG MAKES NO WARRANTIES THAT EXISTING INFORMATION CONTAINED WITHIN THESE PLANS IS ALL-INCLUSIVE OR ACCURATE. CONTRACTOR SHALL UNDERTAKE NECESSARY EFFORTS TO VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF MATERIAL PROCUREMENT AND CONSTRUCTION EFFORTS/ACTIVITIES.

CONTRACTOR RESPONSIBILITY:

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL OBSERVATION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

REVISIONS

1	CIP SUBMITTAL #1	02/07/24
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PEC 208 No. 108.00C
PEC PM MTS
START DATE 01/19/24
SCALE 1"=40'

SHEET C-4 OF C-10

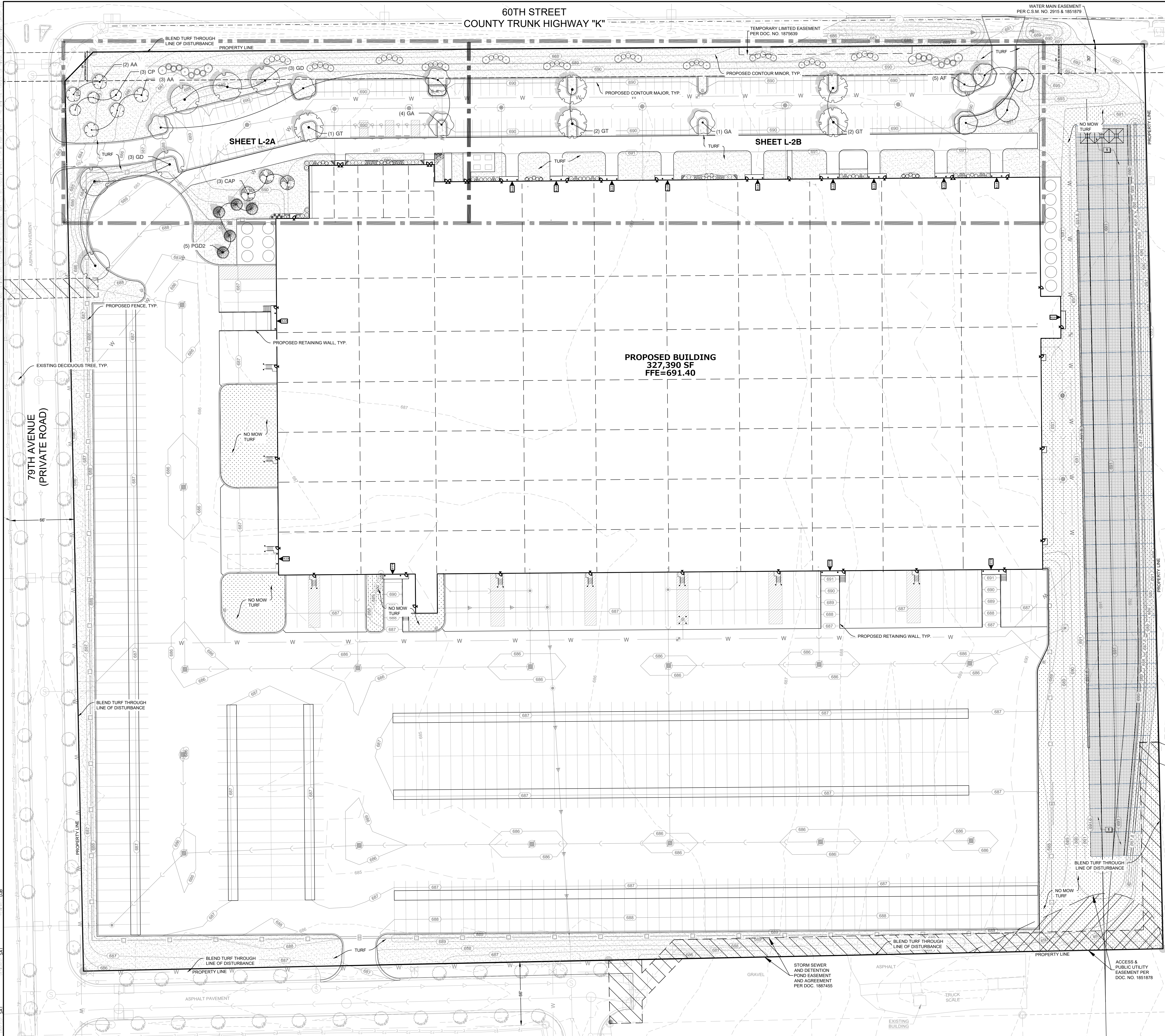
FOR REVIEW ONLY

SITE DIMENSIONAL & PAVING PLAN

www.pinnacle-engr.com

FOR REVIEW ONLY

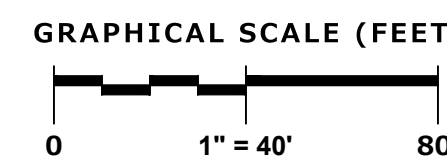
SITE DIMENSIONAL & PAVING PLAN



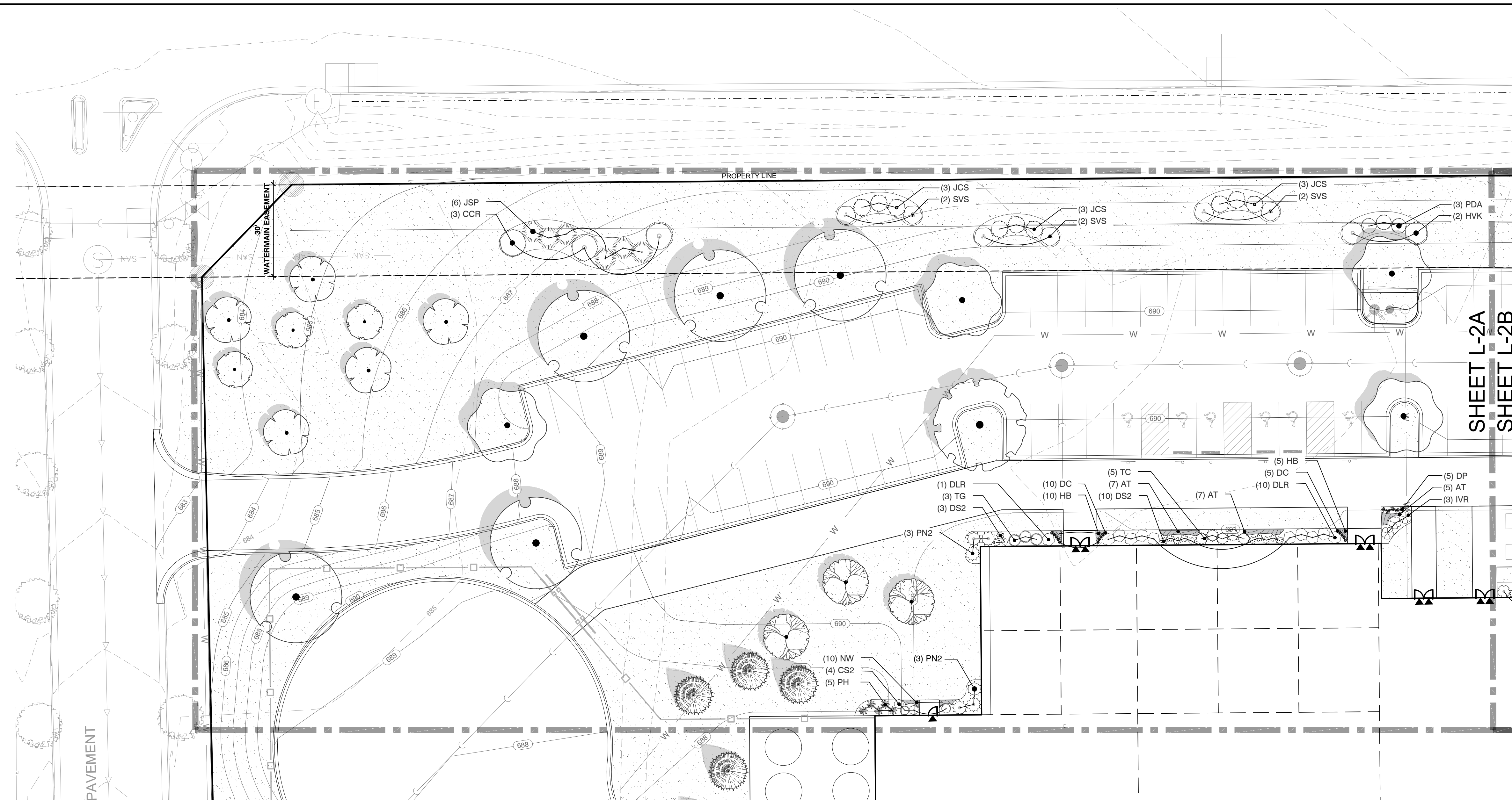
PLANT SCHEDULE					
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
TREES					
CAP	3	Cornus alternifolia 20' T x 25' W	Pagoda Dogwood	1.5" Cal.	
EVERGREEN TREES					
PGD2	5	Picea glauca 'Densata' 30' T x 15' W	Black Hills Spruce	5' Ht.	
STREET TREES					
AF	5	Acer saccharum 'JFS-Caddo2' 60' Tl x 30' W	Flashfire® Sugar Maple	2.5" Cal.	
AA	5	Acer x freemanii 'Armstrong' 50' T x 20' W	Armstrong Freeman Maple	2.5" Cal.	
CP	3	Celtis occidentalis 'Prairie Sentinel' 45' T x 15' W	Prairie Sentinel Hackberry	2.5" Cal.	
GA	5	Ginkgo biloba 'Autumn Gold' 50' T x 30' W	Autumn Gold Maidenhair Tree	2.5" Cal.	
GT	5	Gleditsia triacanthos inermis 'Sunburst' 45' T x 35' W	Sunburst® Honey Locust	2.5" Cal.	
GD	6	Gymmodorus dioica 'Espresso' 50' T x 35' W	Kentucky Coffeetree	2.5" Cal.	
SHRUBS					
CS	4	Cornus sericea 'Bergeson's Compact' 5' T x 5' W	Bergeson's Red Twig Dogwood	2' Ht.	
CS2	4	Cornus sericea 'Farrow' 5' T x 3' W	Arctic Fire® Red Twig Dogwood	2' Ht.	
CCR	6	Cotinus coggygria 'Royal Purple' 12' T x 12' W	Royal Purple Smokebush	3' Ht.	
DLR	17	Diervilla x 'GZXB854' 4' T x 4' W	Kodiak Orange Diervilla	2' Ht.	
HVK	10	Hamamelis vernalis 'Kohankie Red' 9' T x 10' W	Kohankie Red Ozark Witchazel	3' Ht.	
IVJ	8	Ilex verticillata 'Jim Dandy' 5' T x 5' W	Jim Dandy Winterberry	2' Ht.	
IVR	3	Ilex verticillata 'Red Sprite' 5' T x 5' W	Red Sprite Winterberry	2' Ht.	
SVS	12	Syringa vulgaris 'Sensation' 11' T x 8' W	Sensation Lilac	3' Ht.	
EVERGREEN SHRUBS					
JSP	12	Juniperus chinensis 'J.N. Select Blue' 16' T x 8' W	Star Power Juniper	4' Ht.	
JCS	18	Juniperus chinensis 'Sea Green' 5' T x 7' W	Sea Green Juniper	2' Ht.	
PN2	6	Picea abies 'Nidiformis' 3' T x 5' W	Nest Spruce	18" Ht.	
PDA	15	Picea glauca 'Conica' 8' T x 5' W	Dwarf Alberta Spruce	18" Ht.	
TG	9	Taxus x media 'SMNTHDB' 4' T x 4' W	Stonehenge Dark Druid® Yew	2' Ht.	
TC	22	Taxus x media 'SMNTHDC' 8' T x 4' W	Stonehenge® Anglo-Japanese Yew	2' Ht.	
ORNAMENTAL GRASSES					
DC	25	Deschampsia cespitosa 'Northern Lights' 12" T x 12" W	Northern Lights Tufted Hair Grass	1 gal.	
DP	5	Deschampsia cespitosa 'Pixie Fountain' 18" T x 18" W	Pixie Fountain Tufted Hair Grass	1 gal.	
DS2	47	Deschampsia cespitosa 'Schottland' 36" T x 28" W	Schottland Tufted Hair Grass	1 gal.	
PH	5	Panicum virgatum 'Heavy Metal' 4' T x 3' W	Blue Switch Grass	1 gal.	
PERENNIALS					
AT	29	Alchemilla mollis 'Thriller' 24" T x 24" W	Thriller Lady's Mantle	4.5" Cont.	20" o.c.
HB	25	Heuchera x 'Berry Smoothie' 15" T x 15" W	Berry Smoothie Coral Bells	4.5" Cont.	12" o.c.
NW	10	Nipeta x faassenii 'Walkers Low' 24" T x 18" W	Walkers Low Catmint	4.5" Cont.	15" o.c.
SYMBOL					
TURF					
	122,006 sf	Turf Hydroseed	Reinders - Cadet 70/30 Fescue/Blue Mix		
	68,100 sf	Turf Hydroseed Low Grow	Reinders No Mow/Low Grow Mix		

REFERENCE NOTES SCHEDULE

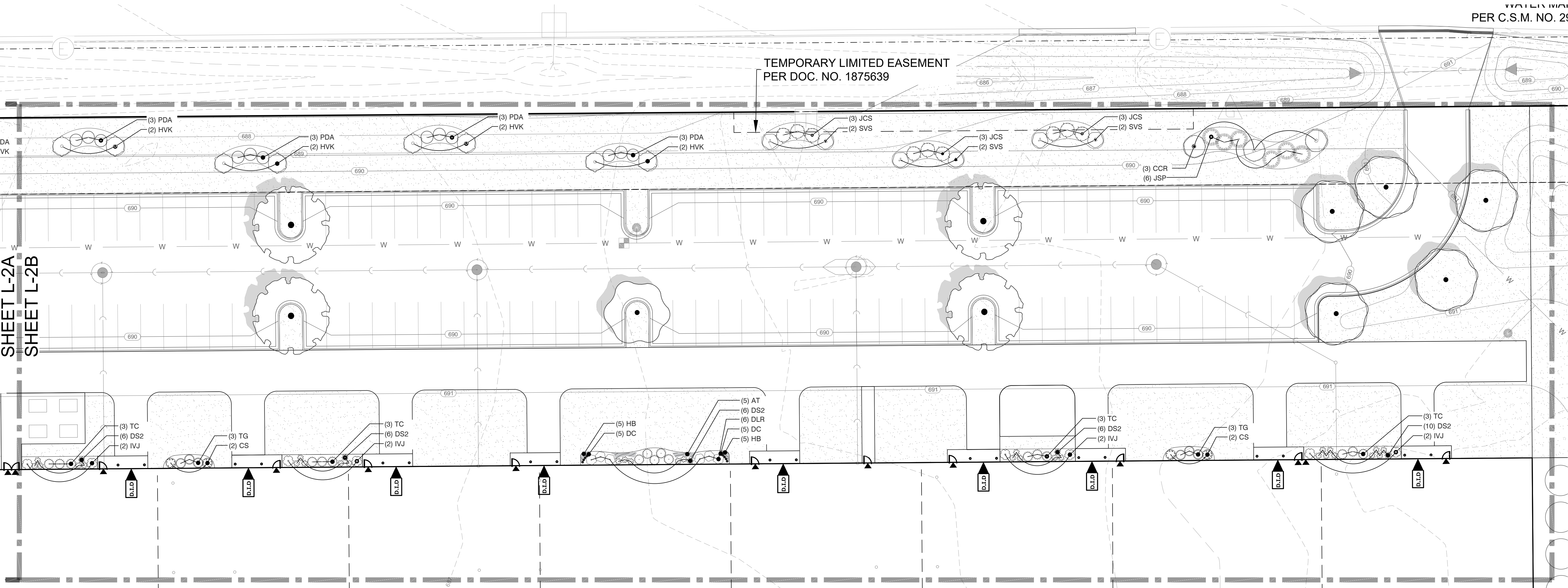
SYMBOL	DESCRIPTION	QTY	DETAIL
	GRAVEL SUBBALLAST	1,285 cy	



REVISIONS	
CUP SUBMITTAL #1	02/07/24



ENLARGEMENT L-2A
SCALE: 1"=20'



ENLARGEMENT L-2B
SCALE: 1"=20'

PLANT KEY		
CODE	BOTANICAL NAME	COMMON NAME
TREES		
CAP	Cornus alternifolia	Pagoda Dogwood
EVERGREEN TREES		
PGD2	Picea glauca 'Densata'	Black Hills Spruce
STREET TREES		
AF	Acer saccharum 'JFS-Caddo2'	Flashfire® Sugar Maple
AA	Acer x freemanii 'Armstrong'	Armstrong Freeman Maple
CP	Celtis occidentalis 'Prairie Sentinel'	Prairie Sentinel Hackberry
GA	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree
GT	Gleditsia triacanthos inermis 'Sunburst'	Sunburst® Honey Locust
GD	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree
SHRUBS		
CS	Cornus sericea 'Bergeson's Compact'	Bergeson's Red Twig Dogwood
CS2	Cornus sericea 'Farrow'	Arctic Fire® Red Twig Dogwood
CCR	Cotinus coggygria 'Royal Purple'	Royal Purple Smokebush
DLR	Diervilla x 'G2X88544'	Kodiak Orange Diervilla
HVK	Hamamelis vernalis 'Kohankie Red'	Kohankie Red Ozark Witchazel
IVJ	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry
IVR	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry
SVS	Syringa vulgaris 'Sensation'	Sensation Lilac
EVERGREEN SHRUBS		
JSP	Juniperus chinensis 'J.N. Select Blue'	Star Power Juniper
JCS	Juniperus chinensis 'Sea Green'	Sea Green Juniper
PN2	Picea abies 'Nidiformis'	Nest Spruce
PDA	Picea glauca 'Conica'	Dwarf Alberta Spruce
TG	Taxus x media 'SMNTHDB'	Stonehenge Dark Druid® Yew
TC	Taxus x media 'SMNTHDC'	Stonehenge® Anglo-Japanese Yew
ORNAMENTAL GRASSES		
DC	Deschampsia cespitosa 'Northern Lights'	Northern Lights Tufted Hair Grass
DP	Deschampsia cespitosa 'Fixie Fountain'	Fixie Fountain Tufted Hair Grass
DS2	Deschampsia cespitosa 'Schottland'	Schottland Tufted Hair Grass
PH	Panicum virgatum 'Heavy Metal'	Blue Switch Grass
PERENNIALS		
AT	Aichemilia mollis 'Thriller'	Thriller Lady's Mantle
HB	Heuchera x 'Berry Smoothie'	Berry Smoothie Coral Bells
NW	Nepeta x 'faassenii' 'Walkers Low'	Walkers Low Catmint
SYMBOL		
TURF		
	Turf Hydroseed	Reinders - Cadet 70/30 Fescue/Blue Mix
	Turf Hydroseed Low Grow	Reinders No Mow/Low Grow Mix

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Request for Relief to the off-street parking requirements of Section 6.01 of the Zoning Ordinance for a new plastics manufacturer to be located at 7517 60th Street. (Schuetz Containers) (District 16)
PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Ruffalo, District 16, has been notified. The City Plan Commission is the final review authority. Property owners within 100 feet of the property boundary have been notified.

LOCATION AND ANALYSIS:

Site: 7517 60th Street (final address assignment pending)

1. Schuetz Containers proposes to build a new manufacturing / warehousing facility on 60th Street between the railroad tracks. As proposed, the site will not provide the minimum number of off-street parking spaces required by Section 6.0 of the Zoning Ordinance. The applicant has requested relief to the minimum number of off-street parking spaces required. The City Plan Commission is the review authority to grant relief to the minimum number of off-street parking spaces required.
2. The proposed number of off-street parking spaces on the site will not be sufficient to cover the minimum amount required by Section 6.01 of the Zoning Ordinance. The calculations are as follows:

Required Parking	
Office Use (14,664 s.f.) @ 1 sp. / 250 s.f.	58
Manufacturing Use (90,655 s.f.) @ 2 sp. / 1000 s.f.	182
Warehousing (208,140 s.f.)	72
Total Required	312
Total Provided	162
Shortage	150

3. Schuetz has indicated that at full employment, the facility will employ around 97 employees. The 162 off-street parking spaces they plan to provide would adequately accommodate the maximum number of employees plus visitors.

RECOMMENDATION:

A recommendation is made to approve the relief to the minimum number of required off-street parking spaces.


Brian Wilke, AICP, Development Coordinator


Rich Schroeder, Deputy Director

- 16.a. **Shelter Facility:** 1.0 space per six (6) beds.

BUSINESS





17. **Convenience Retail, General Merchandise and Service Stores; Office Buildings; Financial Institutions; Miscellaneous Retail and Service Uses; Home Improvement and Gardening Supply Stores and Uses; and Motor Vehicle Uses:** 1.0 space per two hundred fifty (250) square feet of gross floor area, except for the uses listed in 18. to 33. below.
18. **Automobile Sales and/or Service, Automobile and/or Truck Rental or Leasing, Mobile or Manufactured Home Sales and Service, and Recreational Vehicle Sales and Service:** 1.0 space per three hundred (300) square feet of gross floor area, plus one (1) space per two thousand five hundred (2,500) square feet of gross land area devoted to sales or rental.
19. **Automobile Service or Fuel Station:** 3.0 spaces minimum, plus 3.0 spaces per each service bay.
20. **Automobile Body Shop:** 3.0 spaces minimum, plus one (1) space per five hundred (500) square feet of gross floor area.
21. **Automobile or Truck Wash:** 1.0 space per employee on largest shift, plus any additional spaces required as part of a conditional use review.
22. **Carpenter, Electrical, Plumbing, Heating and Air Conditioning Shops; Furniture and Household Appliance Stores; Printing or Publishing Establishment; and Radio or Television Studio:** 1.0 space per five hundred (500) square feet of gross floor area.
23. **Funeral Home:** 1.0 space per fifty (50) square feet of gross floor area of public spaces, including parlor, chapel, reception, lobby and lounge areas.
24. **Self-Service Storage Facility:** 3.0 spaces minimum, plus one (1) space per one hundred (100) storage units.
25. **Medical Offices, Clinic, Laboratory, and Professional Offices of a Dentist, Doctor, Surgeon or Other Individual Licensed to Practice Medicine:** 1.0 space per two hundred fifty (250) square feet of gross floor area.
26. **Recreational Uses-Indoor, Private:**
- a. **Bowling Alley:** 5.0 spaces per alley, plus additional spaces as may be required herein for affiliated uses such as restaurants and other mixed uses.
 - b. **Game and Athletic Courts:** 3.0 spaces per court.
 - c. **Physical Fitness and Health Club:** 1.0 space per two hundred (200) square feet of gross floor area.
 - d. **Other Indoor Recreational Uses:** 1.0 space per five hundred (500) square feet of gross floor area.
 - e.

Golf Range, Batting Range, Batting Cage, or Golf and/or Batting Simulator: 3.0 spaces per individual station.

27. Recreational Uses-Outdoor, Private:

- a. **Athletic Field:** 10.0 spaces per field, plus 1.0 space per ten (10) seats within bleachers or stands.
 - b. **Golf Driving Range:** 2.0 spaces per driving tee.
 - c. **Golf Courses:** 3.0 spaces per hole, plus spaces equal to thirty (30) percent of the total licensed capacity of any affiliated clubhouse, restaurant or lounge.
 - d. **Other Outdoor Recreational Uses:** 1.0 space per five thousand (5,000) square feet of lot area.
- 28. Restaurants Without Drive-in or Drive-through Facilities:** 10.0 spaces minimum, or spaces equal to thirty (30) percent of the total licensed capacity, whichever is greater.
- 29. Restaurants With Drive-in or Drive-through Facilities:** 10.0 spaces minimum, or spaces equal to forty (40) percent of the total licensed capacity, whichever is greater.
- 30. Shopping Centers:** 4.5 spaces per one thousand (1,000) square feet of leasable floor area, and any additional parking required as part of a conditional use review.
- 31. Taverns and Cocktail Lounges:** 10.0 spaces minimum, or spaces equal to twenty (20) percent of the total licensed capacity, whichever is greater.
- 32. Recycling Collection Centers:** Minimum of five (5) parking spaces.

MANUFACTURING

-  **33. Manufacturing and Industrial Establishments or Uses:** 2.0 spaces per three (3) employees on maximum shift, but in no event less than 2.0 spaces per one thousand (1,000) square feet of gross floor area.
-  **34. Wholesale and Warehouse Establishments, and Distribution Plant:** 2.0 spaces per three (3) employees on maximum shift, but in no event less than:
 - a. 1.0 space per one thousand (1,000) square feet of gross floor area for the first twenty thousand (20,000) square feet.
 - b. 1.0 space per two thousand (2,000) square feet of gross floor area for the second twenty thousand (20,000) square feet.
 - c. 1.0 space per four thousand (4,000) square feet of gross floor area in excess of the initial forty thousand (40,000) square feet of floor area of the building.

(Ord. No. 22-23, § 4, 6-19-2023; Ord. No. 31-23, §§ 5, 6, 8-7-2023)

SCHÜTZ CONTAINER SYSTEMS, INC.

SCHÜTZ

2/7/2024

Brian Wilke
City of Kenosha
Department of Community
Development
625 52nd Street Kenosha, WI
53140

Re: REQUEST FOR CONSIDERATION
7517 60th St, Kenosha,
WI 53142

Dear Brian,

Schuetz Container Systems, Inc. would like to officially request consideration to be granted an EXCEPTION to the requirement of Ordinance 6.01 PARKING AND LOADING REQUIREMENTS, Subsection F-33, Manufacturing & Industrial Establishments or Uses for the Schuetz Container Systems BTS project.

The address for this parcel is 7517 60th Street, Kenosha, WI 53142 and can be identified as Kenosha County PIN Number: 03-122-04-126-041. Staff have reviewed the project, and we are currently working to address the remaining items with the goal of commencing construction in April.

Section 6.01(F) 33. Two (2) spaces per three (3) employees on maximum shift with no less than two (2) spaces per 1,000 square feet of gross floor area exceeds Schuetz's operations and is not deemed necessary.

The maximum employee count for this facility is estimated to be +/- 97. This is based on Schuetz's operations of similar facilities around the country. It is requested that the (162) car parking spaces shown are sufficient for Schuetz's operations at this facility.

In communication with the City of Kenosha, there were also questions about the quantity of trucks per day. The Traffic Impact Analysis conducted in 2018 estimated 860 trucks per day. It is estimated that +/- 100 trucks per day will leave this site based on Schuetz's operations at other facilities around the country. It is deemed the (245) trailer stalls on the site are sufficient for this facility and truck counts are well within the anticipated counts for this site within the overall development.

Address
200 Aspen Hill Road
PO. Box 5950
North Branch, NJ
08876-5950
USA

Telephone
(908) 526-6161

Fax
(908) 526-0550

Internet
www.schuetz.net

SCHÜTZ CONTAINER SYSTEMS, INC.

SCHÜTZ

It is our understanding that this request must be presented to, and approved by, the Public Works Committee and Common Council. We respectfully request that this request be presented to these City representatives.

If you have any questions about the information presented within, please do not hesitate to contact us. We would be pleased to discuss any items contained within this document.

Sincerely,



Thomas Neal
Project Manager
Schuetz Container Systems, Inc.

Address

200 Aspen Hill Road
P.O. Box 5950
North Branch, NJ
08876-5950
USA

Telephone

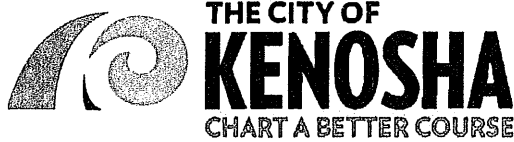
(908) 526-6161

Fax

(908) 526-0550

Internet

www.schuetz.net



February 27, 2024

PUBLIC MEETING NOTICE
Off-Street Parking Exception
7517 60th Street (Schuetz Containers)

Property Owner:

The property owner, Schuetz Containers, is requesting a Special Exception from the requirements of Section 6 of the Zoning Ordinance relating to Off-Street Parking Requirements.

The Zoning Ordinance requires 312 off-street parking spaces for the construction of a new 371,393 square foot manufacturing warehouse building. Only 182 off-street parking spaces would be constructed, a shortage of 150 off-street parking spaces.

You are being notified of this public hearing as the owner of property within 100-feet of the proposed Special Exception Request. The enclosed map identifies the boundaries of the Request.

A public hearing will be held as follows:

City Plan Commission Meeting
Thursday, March 7, 2024 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.

Additional information regarding this Special Exception Request is on file with the Department of City Development, Room 308. Please contact Brian Wilke at 262.653.4049 or via email at bwilke@kenosha.org with any question or for further information.

BRW:llb
Enclosure

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Rezoning Ordinance by the Mayor – To Rezone the Property at 5525 8th Avenue and 5506 7th Avenue, (Parcel Nos. 12-223-31-405-002 and 12-223-31-405-001), from B-3 Central Business District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (Kenosha Downtown Block I, LLC) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Siel, District 2, 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:

Site: 5525 8th Avenue and 5506 7th Avenue

Vicinity Zoning/Land Use

North: B-3 / Commercial
South: B-3 / Commercial

East: B-3 / Commercial
West: B-3 and IP / Vacant

1. The owner of the property is requesting to rezone the property from *B-3 Central Business District* to *B-5 Downtown Mixed Use District*. The purpose of the rezoning is to permit redevelopment as part of the Kenosha Harbor District redevelopment project master plan.
2. There is currently a building on the property, which will be razed. The property is proposed to be developed according to the concept plan submitted to the Department of City Development and attached to this report. The concept proposes a five (5) story apartment building. There will be two (2) levels of indoor parking, one story underground and one above ground. The project would provide 1.3 parking stalls per unit which meets the minimum parking requirement. The apartments will be on the ground floor up to the fifth floor. The building will contain 158 apartment units for a project density of 117 units per acre. There will be a mixture of studio, 1,2 and 3 bedroom units. The proposed exterior materials are precast panels, brick and fiber cement panels.
3. Rezoning of the property to *B-5 Downtown Mixed Use District* is consistent with the existing land uses in the area and the adopted Comprehensive Land Use Plan for the City of Kenosha: 2035. Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with the development plan dated February 1, 2024.
4. Prior to development, the applicant will also be required to obtain final approval through a Conditional Use Permit. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
5. The rezoning will be compatible with the surrounding land uses and is compatible with the approved Development Agreement between Kenosha Downtown Partners, LLC, and the City of Kenosha.

RECOMMENDATION:

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



Rachel Gasper, Planner



Rich Schroeder, Deputy Director

ORDINANCE NO. _____

SPONSOR: THE MAYOR

**To Rezone the Property at 5525 8th Avenue and 5506 7th Avenue,
Parcel Nos. 12-223-31-405-002 and 12-223-31-405-001, from B-3 Central
Business District to B-5 Downtown Mixed Use District in Conformance
with Section 10.02 of the Zoning Ordinance. (Kenosha Downtown Block I, LLC)
(District 2)**

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. Z4-24 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 7th day of March, 2024, and is on file with the Department of City Development, 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
MICHELLE L. NELSON

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
City Attorney

City of Kenosha

District Map Rezoning


Supplement No. Z4-24

Ordinance No. _____

Kenosha Downtown Block I, LLC petition



Property requested to be zoned from:

 B-3 Central Business to B-5 Downtown Mixed Use



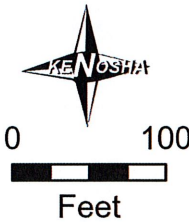
City of Kenosha

Land Use Map

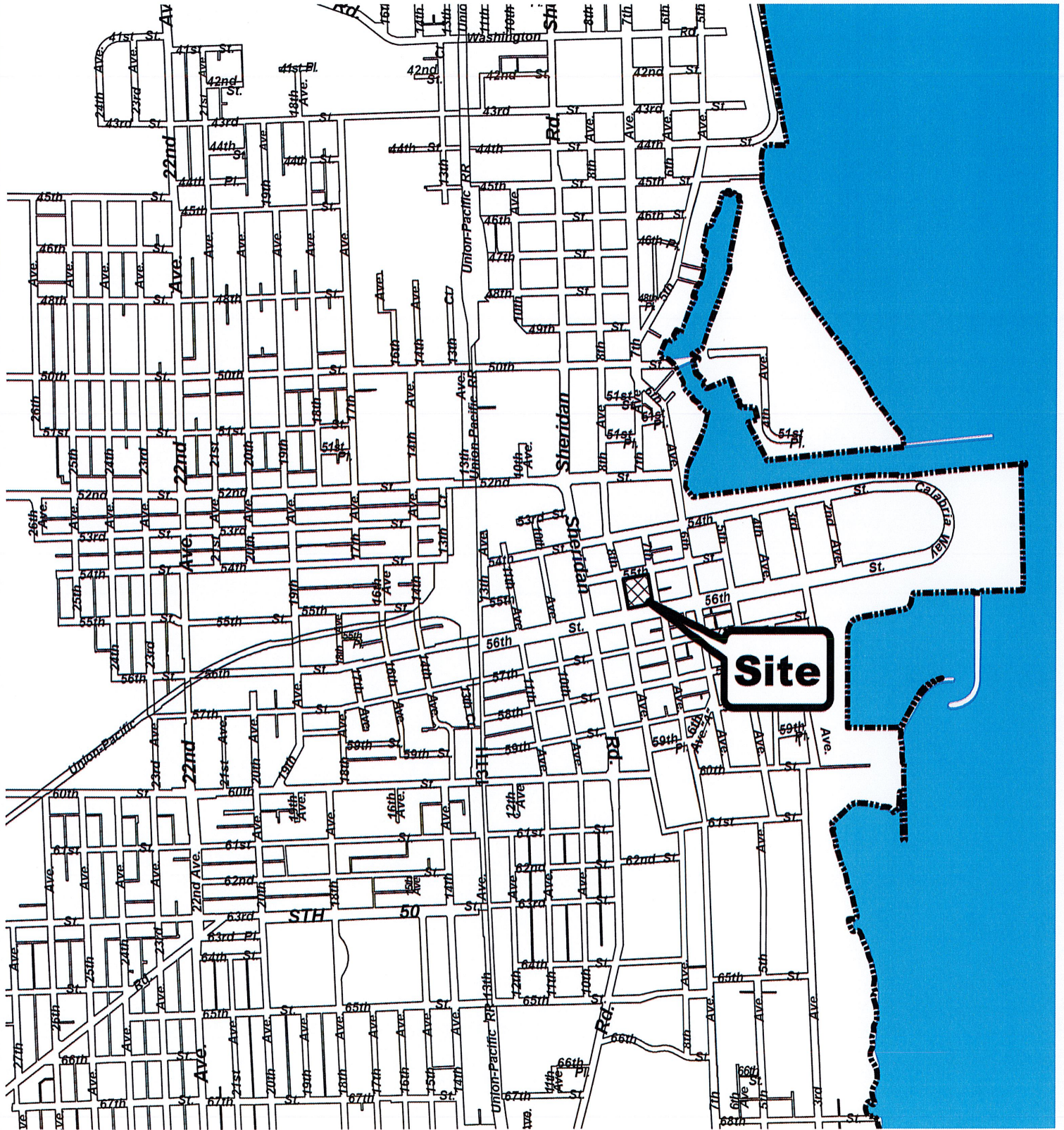
Kenosha Downtown Block I, LLC Rezoning



 Property petitioned to be rezoned



City of Kenosha
Vicinity Map
Kenosha Downtown Block I, LLC rezoning



0 1,200
Feet

February 21, 2024

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

RE: Kenosha Harbor District Block I – Rezoning Petition

Dear Members of the Common Council:

It is requested that my property located at 5506 7th Ave. and 5525 8th Ave. be rezoned from B-3 Central Business to B-5 Downtown Mixed Use. The purpose of the rezoning is to permit redevelopment as part of the Kenosha Harbor District redevelopment project masterplan.

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. We 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 us of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Kenosha Downtown Partners, LLC at 125 Camelot Drive, Fond du Lac, WI 54935. The development team can be reached at 414-271-5000, if there are any questions regarding this request for rezoning.

Sincerely,

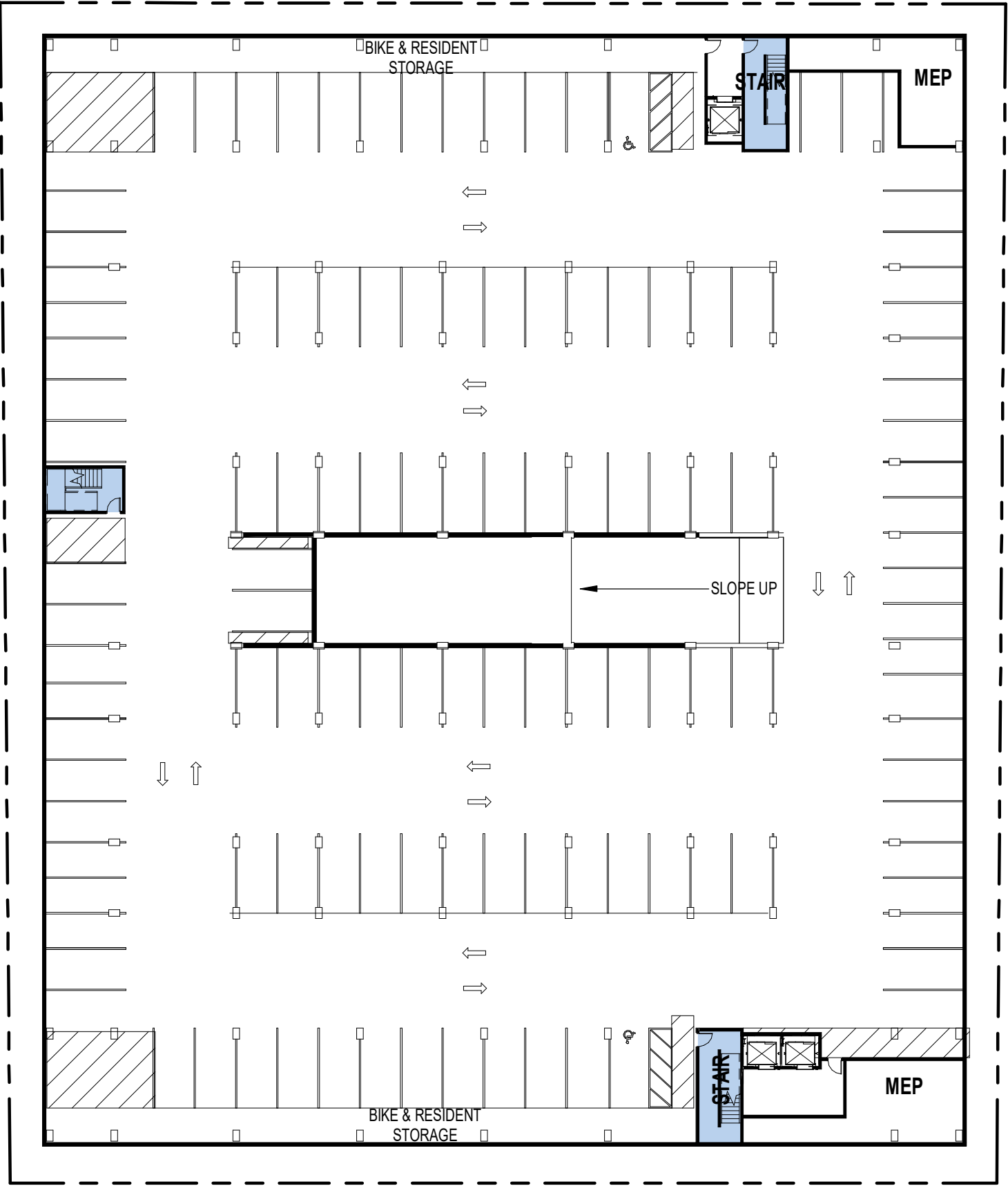


Scott Yauck, Authorized Representative
Kenosha Downtown Block I, LLC

KENOSHA HARBOR DISTRICT BLOCK I APARTMENTS REZONING SUBMITTAL



LOWER LEVEL	52,487 SF
FIRST FLOOR	52,176 SF
SECOND FLOOR	43,455 SF
THIRD FLOOR	35,781 SF
FOURTH FLOOR	35,775 SF
FIFTH FLOOR	34,397 SF
BUILDING TOTAL	254,071 SF

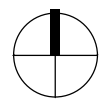




LOWER LEVEL FLOOR PLAN
 1" = 30'-0"

UNITS	
ROOM NAME	Count
1 BED DEN UNIT	
1 BED DEN A	8
1 BED DEN B	6
1 BED DEN C	4
1 BED DEN D	2
	20
1 BED UNIT	
1 BED A	45
1 BED B	2
1 BED C	1
	48
2 BED UNIT	
2 BED A	32
2 BED B	14
2 BED C	2
	48
3 BED UNIT	
3 BED A	3
3 BED B	3
	6
JUNIOR 1 BED UNIT	
JR 1 BED A	13
JR 1 BED B	4
JR 1 BED C	1
	18
STUDIO UNIT	
STUDIO A	10
STUDIO B	8
	18
TOTAL	158

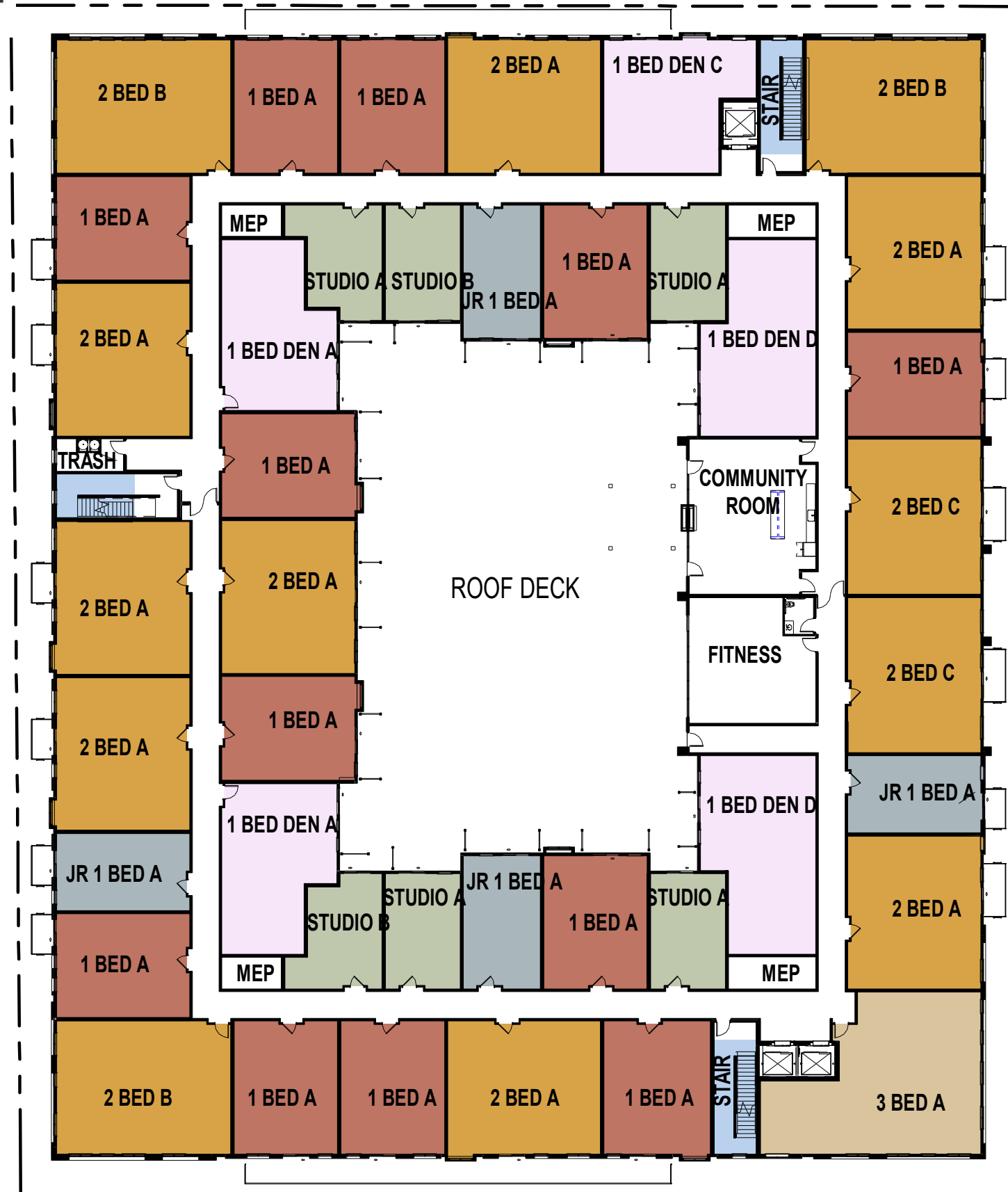
PARKING - 205 STALLS



FIRST FLOOR PLAN

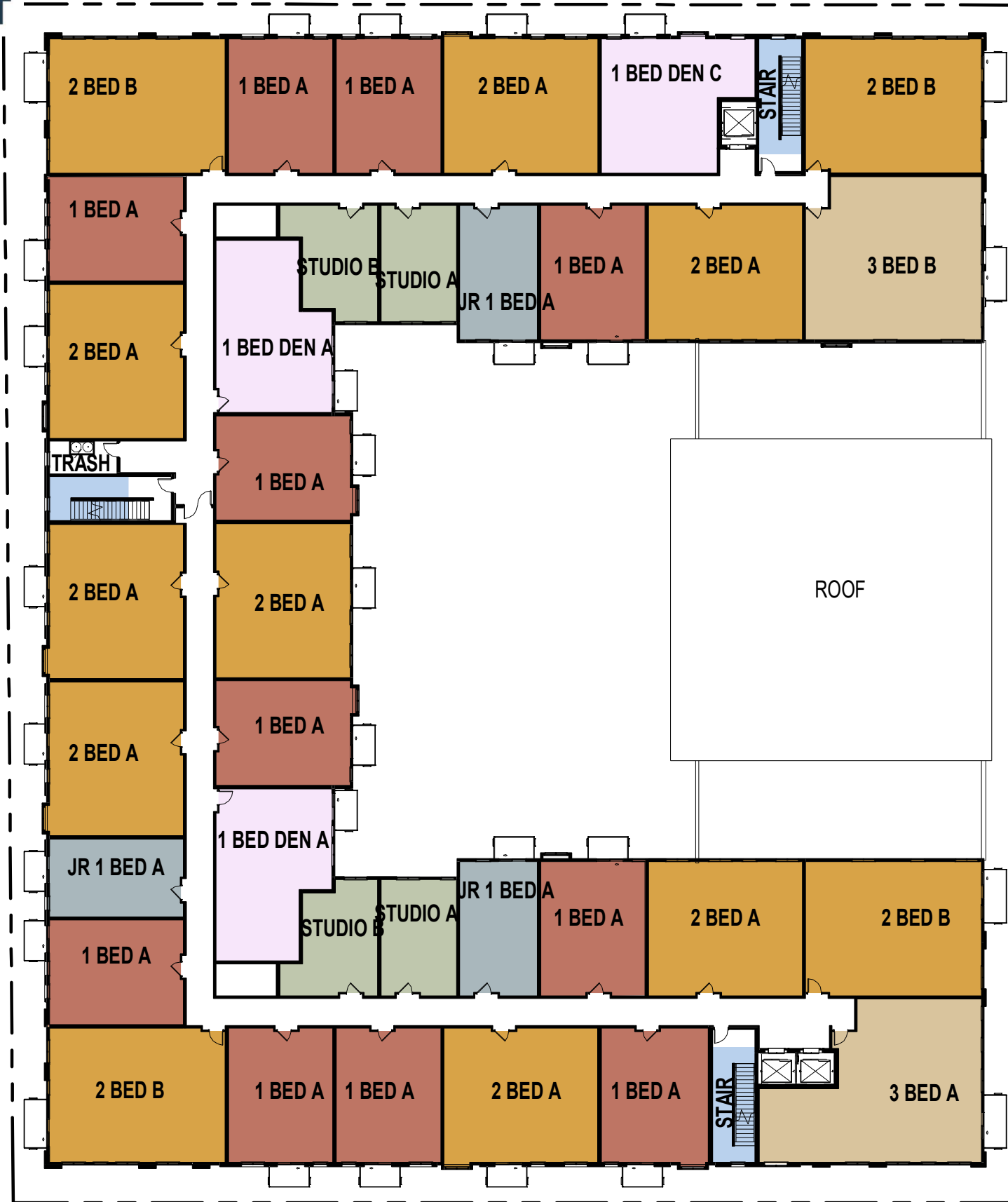
1" = 30'-0"





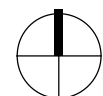
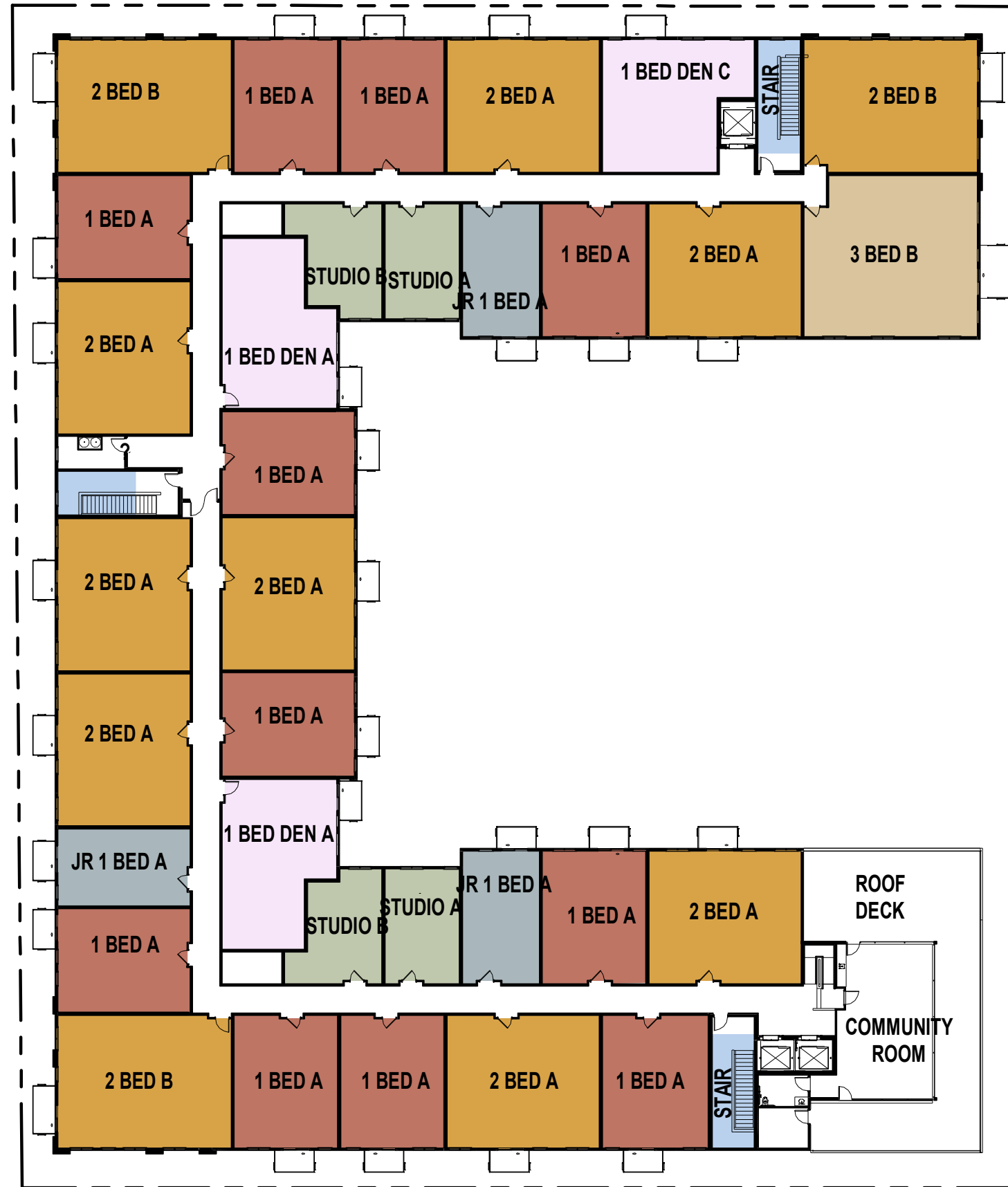
SECOND FLOOR PLAN

1" = 30'-0"



THIRD/FOURTH FLOOR PLAN

1" = 30'-0"



FIFTH FLOOR PLAN

1" = 30'-0"



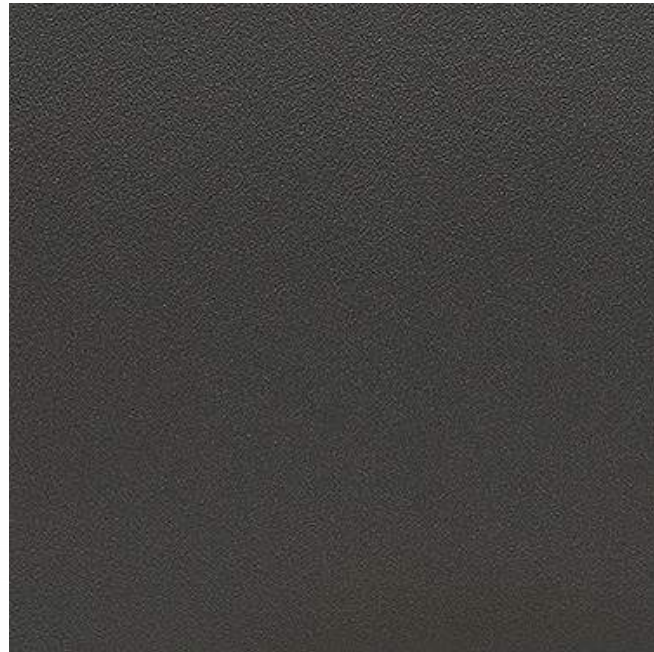


A NORTH ELEVATION COLOR
1" = 20'-0"



B EAST ELEVATION COLOR
1" = 20'-0"





FIBER CEMENT PANELS



FIBER CEMENT PANELS



FIBER CEMENT PANELS



PRECAST PANELS



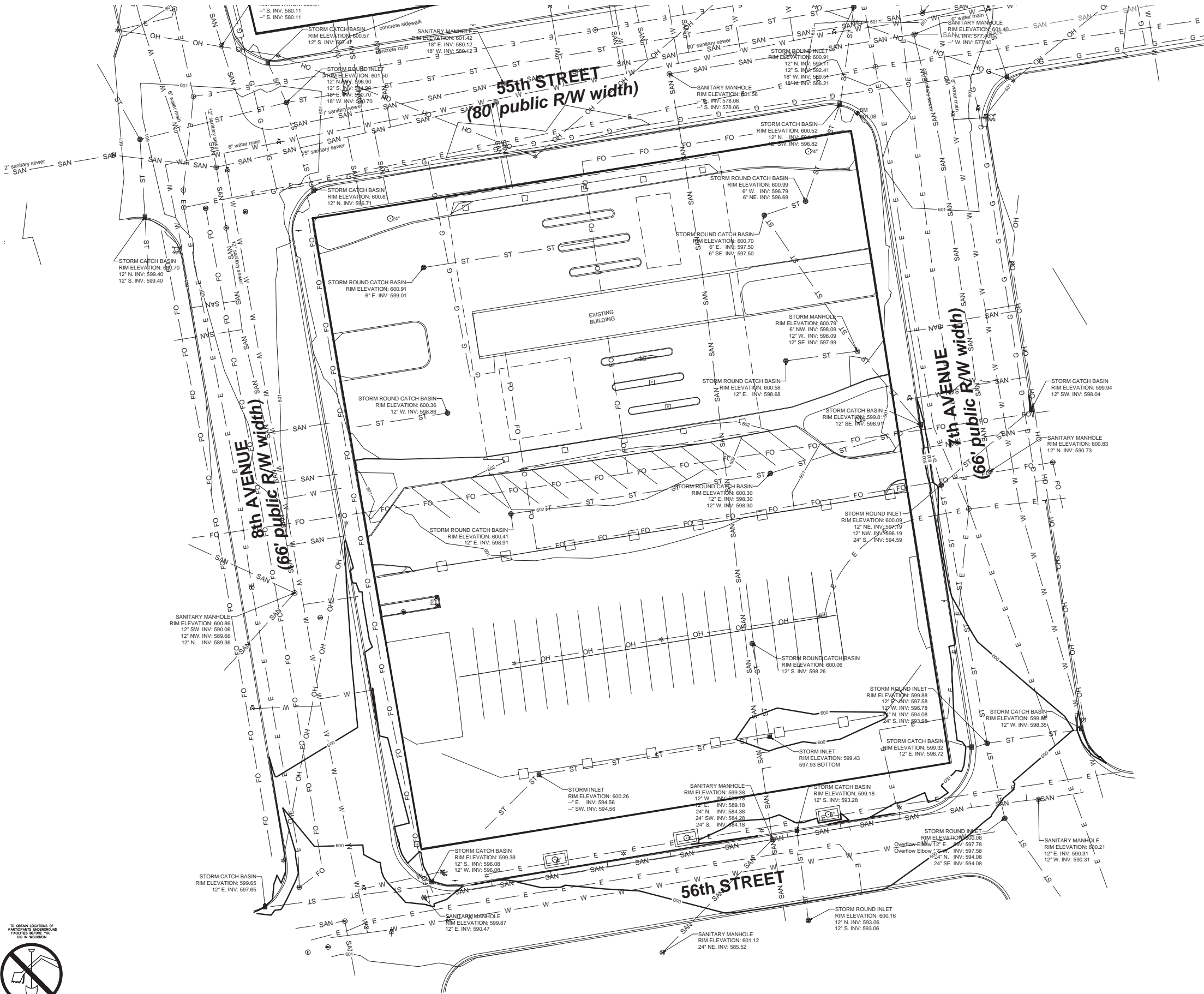
BRICK



CALL DIGGERS' HOTLINE
1-800-242-8511
TOLL FREE

WE STATUTE 182.07(1)(b)4
REQUIRES MIN. 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE
MILW. AREA 259-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.



LEGEND:

- | | |
|---------------------|--------------------------|
| --- | SECTION 1/4 SECTION LINE |
| --- | PROPERTY LINE |
| --- | EASEMENT |
| -X-X- | CHAIN LINK FENCE |
| --- | GUARD RAIL |
| --- | METAL FENCE |
| --- | WOOD FENCE |
| --- | TREE LINE |
| OH | OVERHEAD UTILITY LINE |
| E | ELECTRIC |
| T | TELEPHONE |
| FO | FIBER OPTIC |
| CTV | CABLE TV |
| SAN | SANITARY SEWER |
| FS | FORCE MAIN |
| ST | STORM SEWER |
| W | WATER MAIN |
| G | GAS |
| 670 | EXISTING CONTOUR |
| WET | WETLAND |
| FP | FLOODPLAIN |
| UNKNOWN MANHOLE | IRON PIPE FOUND/SET |
| SANITARY MANHOLE | REBAR FOUND/SET |
| STORM MANHOLE | CHISELED CROSS FOUND/SET |
| ELECTRIC MANHOLE | PK NAIL FOUND/SET |
| MMSD MANHOLE | SPIKE/NAIL |
| TELEPHONE MANHOLE | MONUMENT |
| CLEANOUT | BENCHMARK |
| CATCH BASIN | SIGN |
| CATCH BASIN (ROUND) | PARKING METER |
| ROOF DRAIN | FLAG POLE |
| CULVERT END | DECIDUOUS TREE |
| HYDRANT | CONIFEROUS TREE |
| WATER VALVE | BUSH |
| GAS VALVE | POST |
| GAS METER | SOIL BORING |
| ELECTRIC METER | TRAFFIC SIGNAL |
| UTILITY PEDESTAL | LIGHT POLE |
| HANDHOLE | UTILITY POLE |
| VENT | GUY WIRE |
| MONITORING WELL | GUY POLE |

GENERAL NOTES:

1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
2. VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. DRAWING IS BASED ON FIELD SURVEY COMPLETED BY SIGMA ON DECEMBER 13, 2023.
4. DATUM FOR THE PROJECT SURVEY IS NAD 83. BENCHMARK FOR THE PROJECT SURVEY IS NORTH LINE OF THE SE 1/4 OF SECTION 31, TOWN 2 N, RANGE 23 E.
5. CONTRACTOR TO VERIFY EXISTING CONDITIONS, CONTACT ENGINEER WITH DISCREPANCIES.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

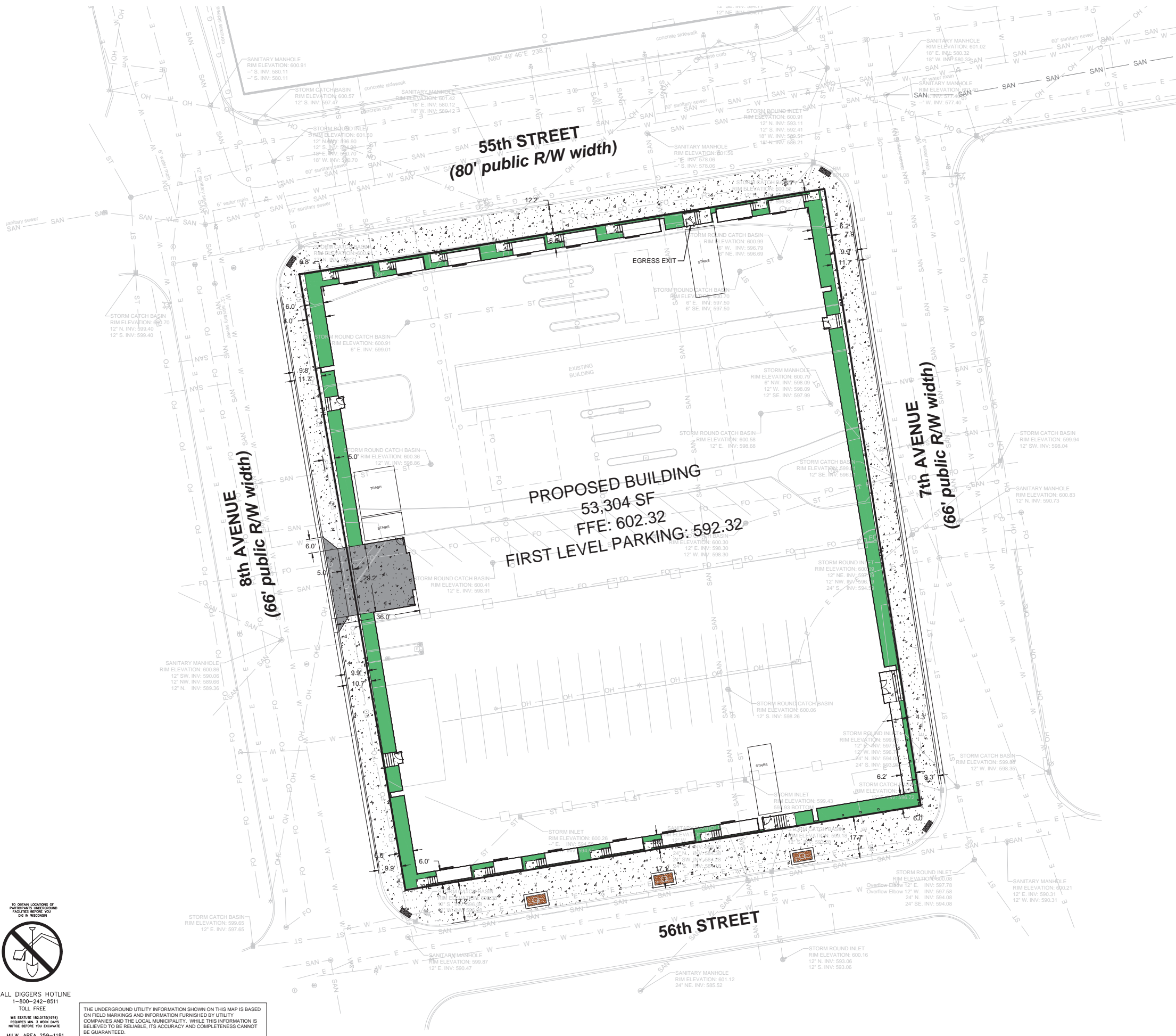


KENOSHA HARBOR DISTRICT
BLOCK I
KENOSHA, WI
SITE SURVEY








PRELIMINARY
NOT FOR
CONSTRUCTION

ISSUANCE	DATE
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PROJECT NO:	21983
DESIGN DATE:	----
PLOT DATE:	2024.02.01
DRAWN BY:	----
CHECKED BY:	----
APPROVED BY:	----
SHEET NO:	C001



LEGEND:

		5' THICK CONCRETE WALK
		CONCRETE PAVEMENT
		LANDSCAPE/GREENSPACE AREA
		CURB & GUTTER

LEGEND:

THICK CONCRETE WALK

CONCRETE PAVEMENT

SCAPE/GREENSPACE AREA

SEWER & GUTTER

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



KENOSHA
HARBOR
DISTRICT

KENOSHA HARBOR DISTRICT
BLOCK I
KENOSHA, WI

OVERALL SITE PLAN

PRELIMINARY
NOT FOR
CONSTRUCTION

[illegible]

C100



CITY PLAN COMMISSION
Staff Report – Item #7

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Rezoning Ordinance by the City Plan Commission – To Rezone the Property at 5403 7th Avenue, 5413 7th Avenue, 610 55th Street, 616 55th Street, 618 55th Street, and 620 55th Street, (Parcel Nos. 12-223-31-402-003, 12-223-31-404-001, 12-223-31-404-007, 12-223-31-404-006, 12-223-31-404-005, 12-223-31-404-004, 12-223-31-404-003), from B-3 Central Business District and IP Institutional Park District to B-5 Downtown Mixed Use District (in Conformance with Section 10.02 of the Zoning Ordinance). (JV Enterprises, LLC / City of Kenosha) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Siel, District 2, 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:

Site: 5403 7th Avenue; 5413 7th Avenue; 610 55th Street; 616 55th Street; 618 55th Street; 620 55th Street

Vicinity Zoning/Land Use

North: IP / Government and Institutional
South: B-3 / Commercial

East: B-3 / Vacant and Residential
West: B-3 / Commercial

1. The owner of the property is requesting to rezone the property from *B-3 Central Business District* to *B-5 Downtown Mixed Use District*. The purpose of the rezoning is to permit redevelopment as part of the Kenosha Harbor District redevelopment project master plan. The rezoning of the properties owned by the City were initiated by the City Plan Commission on February 22, 2024.
2. There is currently an office building on the property, which will be razed. The property is proposed to be developed according to the concept plan submitted to the Department of City Development and attached to this report. The proposed building is a ten (10) story mixed use building, with a three (3) story parking garage attached to the southwest side. The mixed use building will consist of first floor retail, coworking spaces, and a lobby entrance for the apartments. The nine (9) remaining floors will contain 188 apartment units. There will be a mixture of studio, 1,2 and 3 bedroom units. Additionally, the concept proposes seven (7) townhomes along the east face of the parking garage. The project would provide 1.41 parking stalls per unit which exceeds the minimum requirement of 1.3 spaces per unit. The 188 apartment units and seven townhomes result in a project density of 111 units per acre. The proposed exterior materials are architectural metal panels, brick and glass.
3. Rezoning of the property to *B-5 Downtown Mixed Use District* is consistent with the existing land uses in the area and the adopted Comprehensive Land Use Plan for the City of Kenosha: 2035. Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with the development plan dated February 1, 2024.
4. Prior to development, the applicant will also be required to obtain final approval through a Conditional Use Permit. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
5. The rezoning will be compatible with the surrounding land uses and is compatible with the approved Development Agreement between Kenosha Downtown Partners, LLC, and the City of Kenosha.

RECOMMENDATION:

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



Rachel Gasper, Planner



Rich Schroeder, Deputy Director

ORDINANCE NO. _____

SPONSOR: CITY PLAN COMMISSION

To Rezone the Property at 5403 7th Avenue, 5413 7th Avenue, 610 55th Street, 616 55th Street, 618 55th Street, and 620 55th Street, Parcel Nos. 12-223-31-402-003, 12-223-31-404-001, 12-223-31-404-007, 12-223-31-404-006, 12-223-31-404-005, 12-223-31-404-004, 12-223-31-404-003, from B-3 Central Business District and IP Institutional Park District to B-5 Downtown Mixed Use District in Conformance with Section 10.02 of the Zoning Ordinance.
(JV Enterprises, LLC / City of Kenosha) (District 2)

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. Z3-24 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 7th day of March, 2024, and is on file with the Department of City Development, 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
MICHELLE L. NELSON

APPROVED: _____ Mayor
JOHN M. ANTARAMIAN

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
City Attorney

City of Kenosha



District Map Rezoning

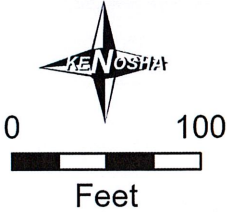
JV Enterprise, LLC/City of Kenosha petition

Supplement No. Z3-24
Ordinance No. _____



Property requested to be zoned from:

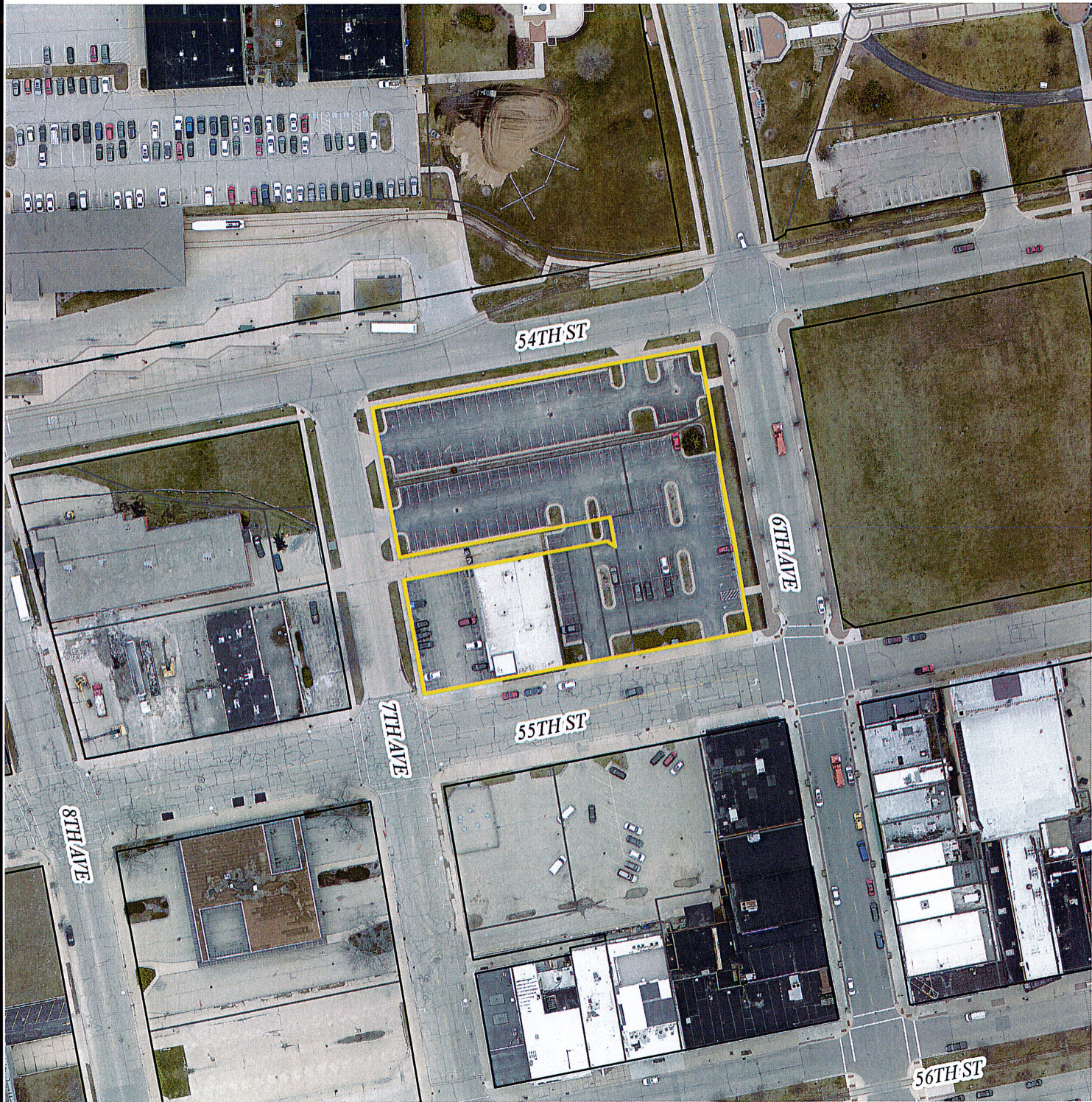
-  B-3 Central Business to B-5 Downtown Mixed Use
-  IP Institutional Park to B-5 Downtown Mixed Use



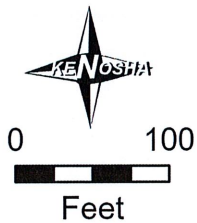
City of Kenosha

Land Use Map

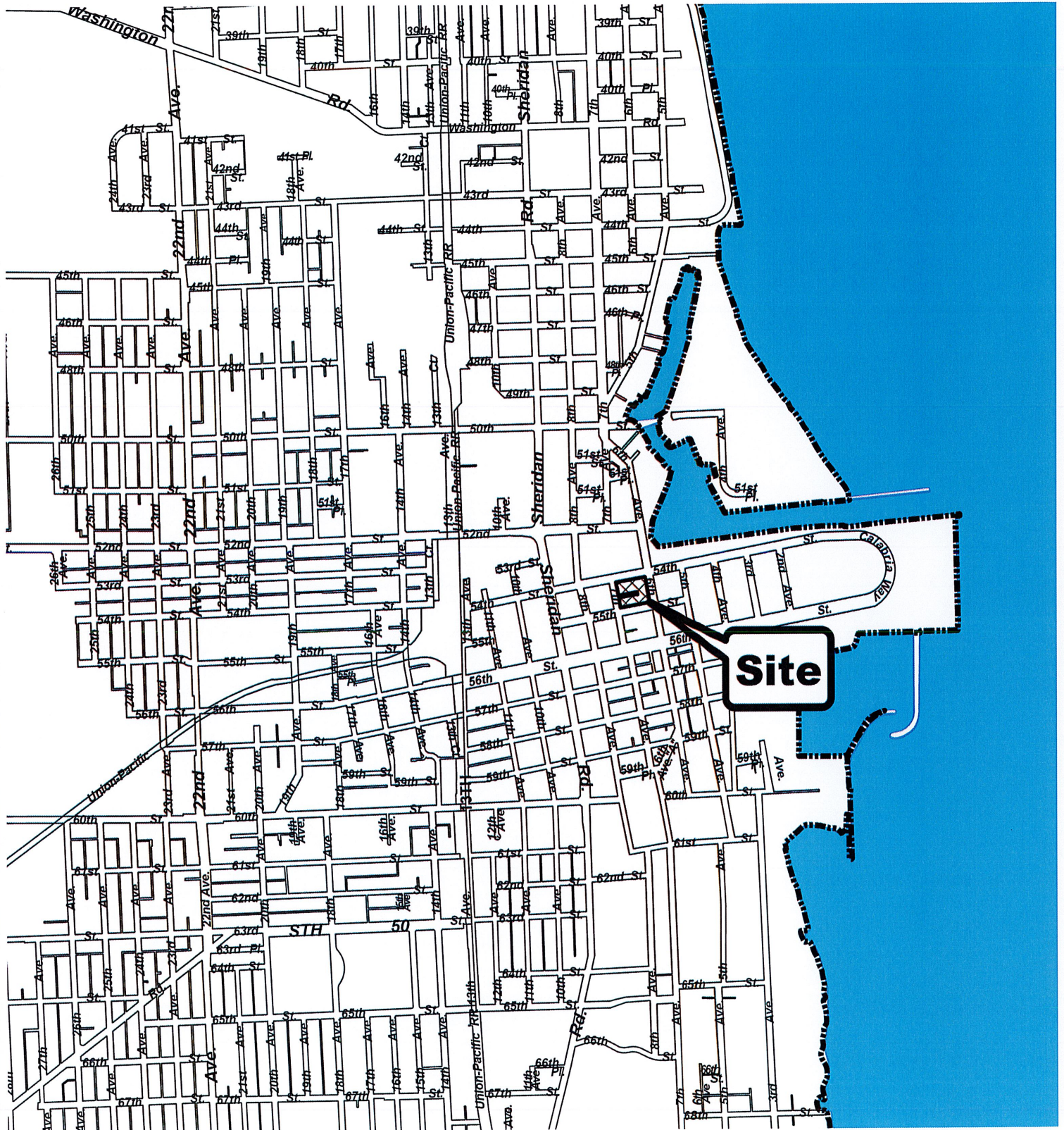
JV Enterprises, LLC/City of Kenosha Rezoning



 Property petitioned to be rezoned



City of Kenosha
Vicinity Map
JV Enterprises, LLC/City of Kenosha rezoning



0 1,320
Feet

February 7, 2024

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

RE: Kenosha Harbor District Block B – Rezoning Petition

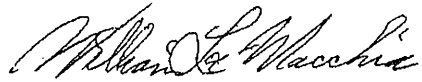
Dear Members of the Common Council:

It is requested that my property located at 618 55th Street, Kenosha, WI be rezoned from B-3 Central Business to B-5 Downtown Mixed-Use. The purpose of the rezoning is to permit redevelopment as part of the Kenosha Harbor District redevelopment project masterplan.

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.

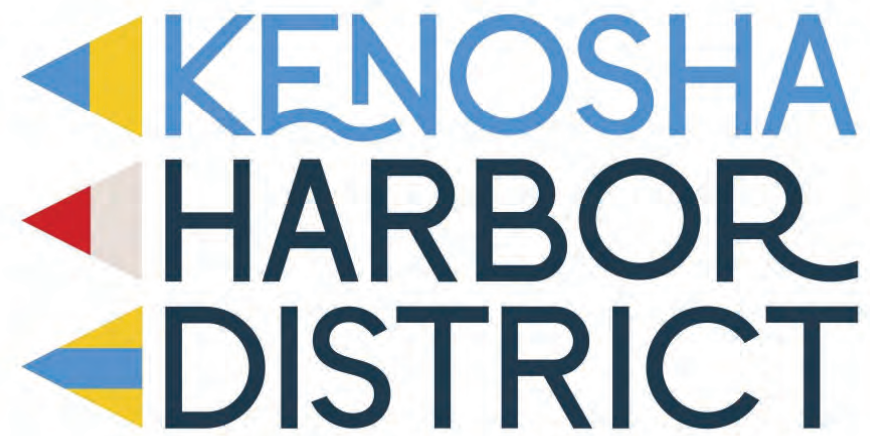
Please inform the master developer of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Kenosha Downtown Partners, LLC at 125 Camelot Drive, Fond du Lac, WI 54935. The development team can be reached at 414-271-5000, if there are any questions regarding this request for rezoning.

Sincerely,

A handwritten signature in black ink, appearing to read "William La Macchia".

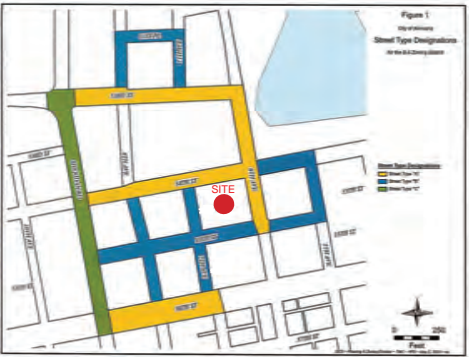
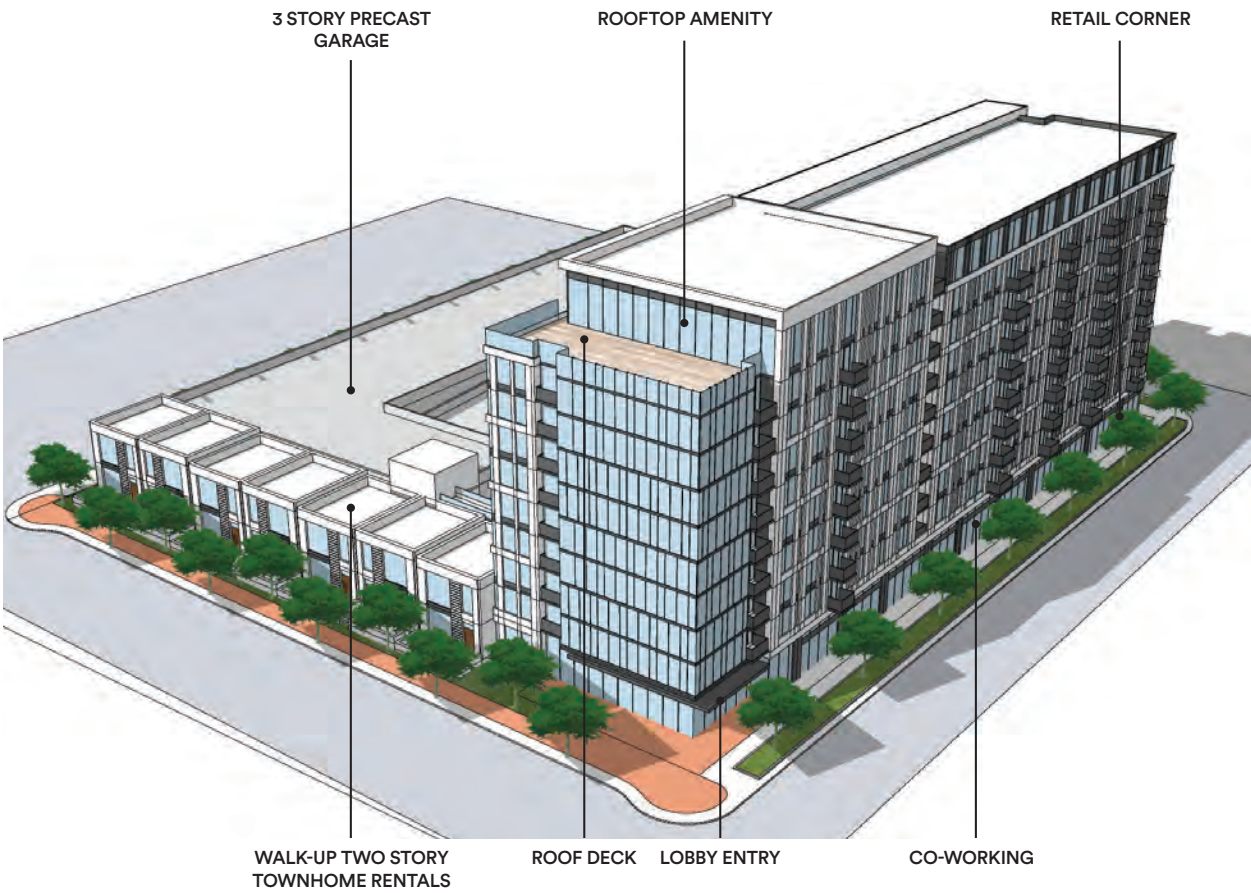
William La Macchia, JV Enterprise, LLC

Kenosha Downtown Development Plan: Block B Conceptual Package





BUILDING MASSING



PROGRAM

10 STORIES
188 UNITS
830 AVERAGE SF/UNIT
122 BALCONIES
68 % OF UNITS

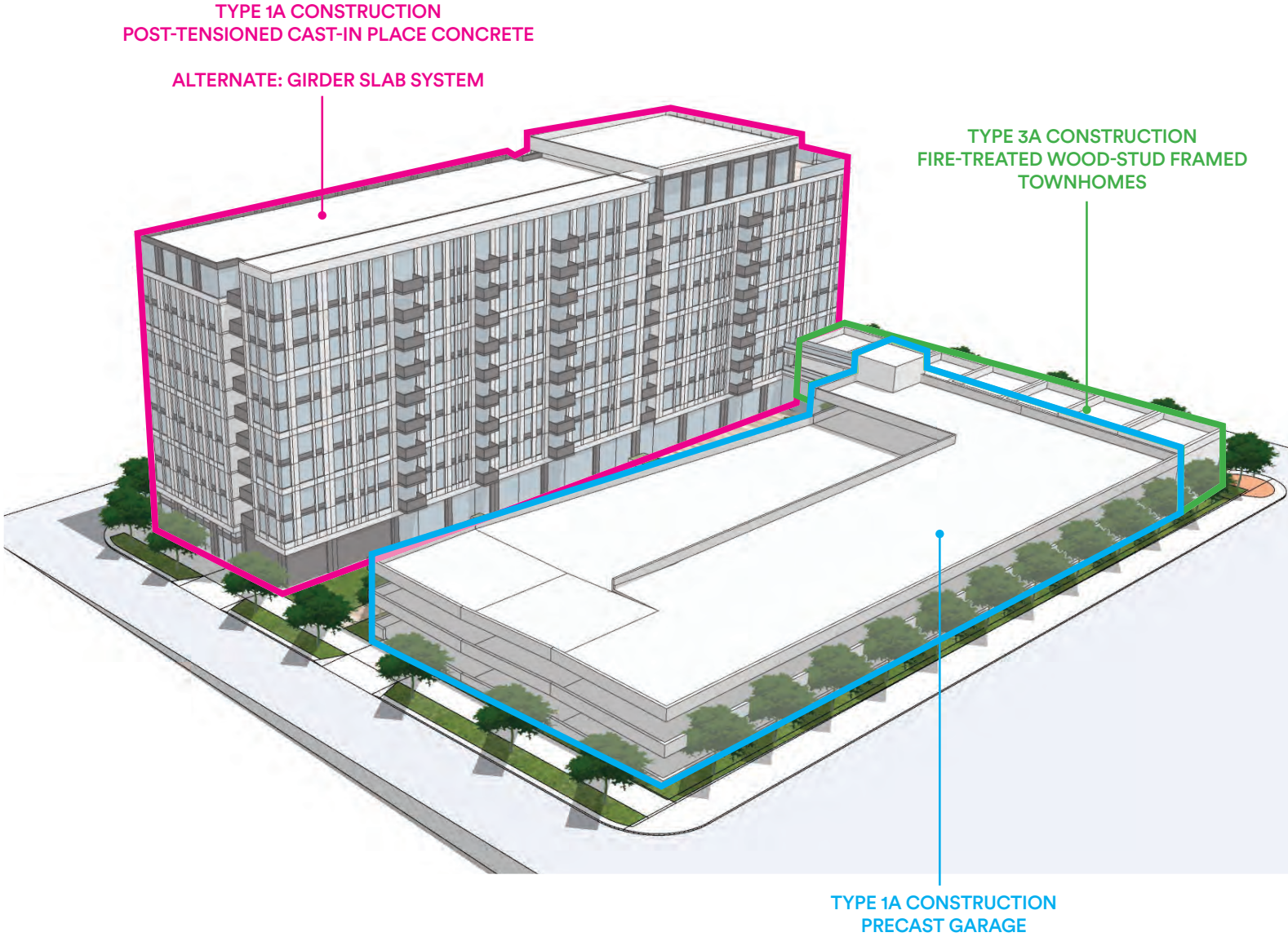
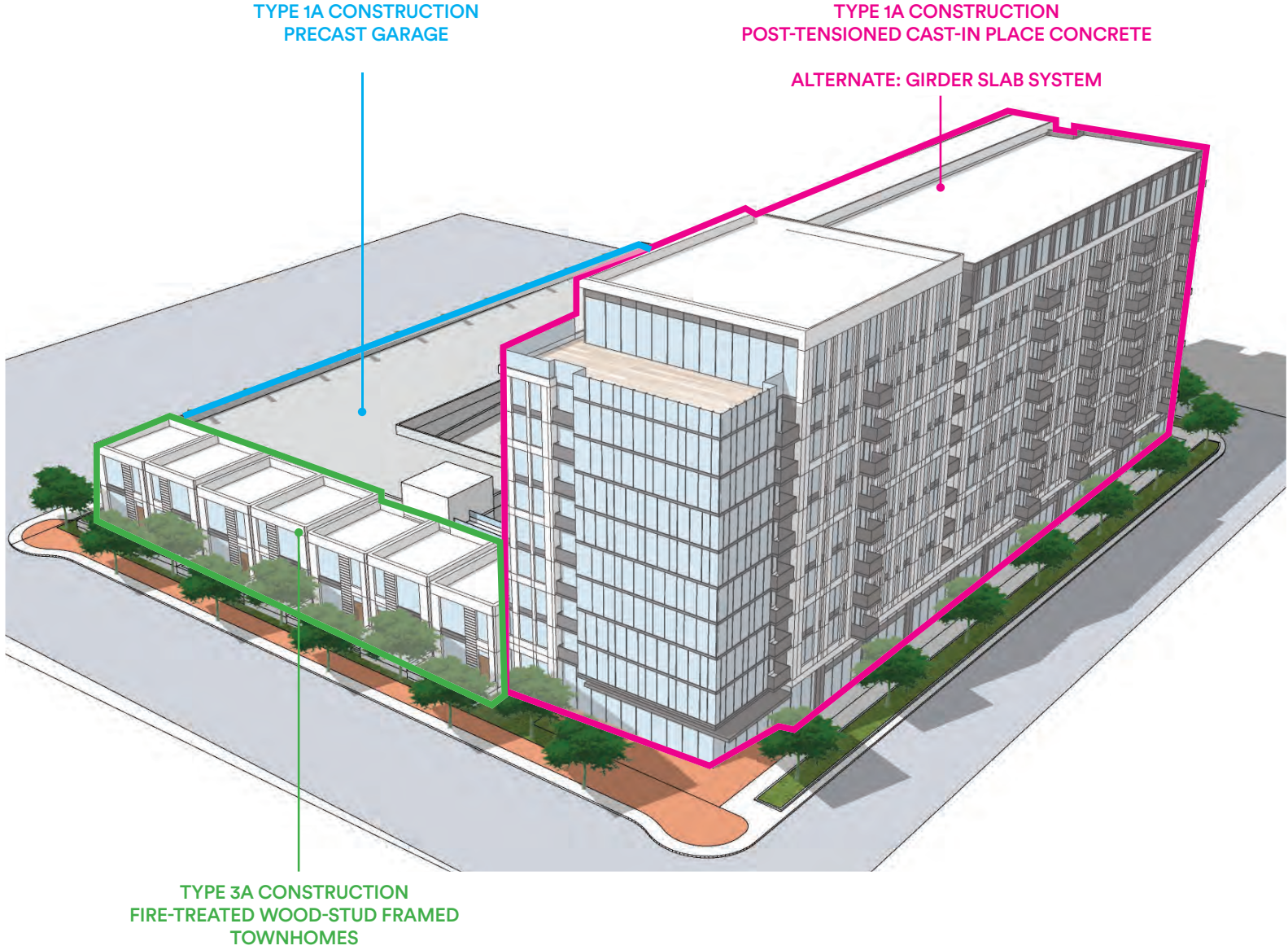
265 PARKING SPACES
1.41 SPACES/UNIT
340 SF/SPACE

2,740 RETAIL GSF

TYPE	UNITS	AREA MIX	NSF/UNIT	NSF/TYPE
STU	19	10.1%	450	8,550
1BR	95	50.5%	724	68,825
JR-1BR / CONV	18	9.6%	575	10,350
1BR-A	27	14.4%	650	17,550
1BR-B	9	4.8%	725	6,525
1BR-C	25	13.3%	800	20,000
1BR+Den	16	8.5%	900	14,400
2BR	64	34.0%	1,050	67,200
3BR/TH	10	5.3%	1,350	13,500
	188		841	158,075



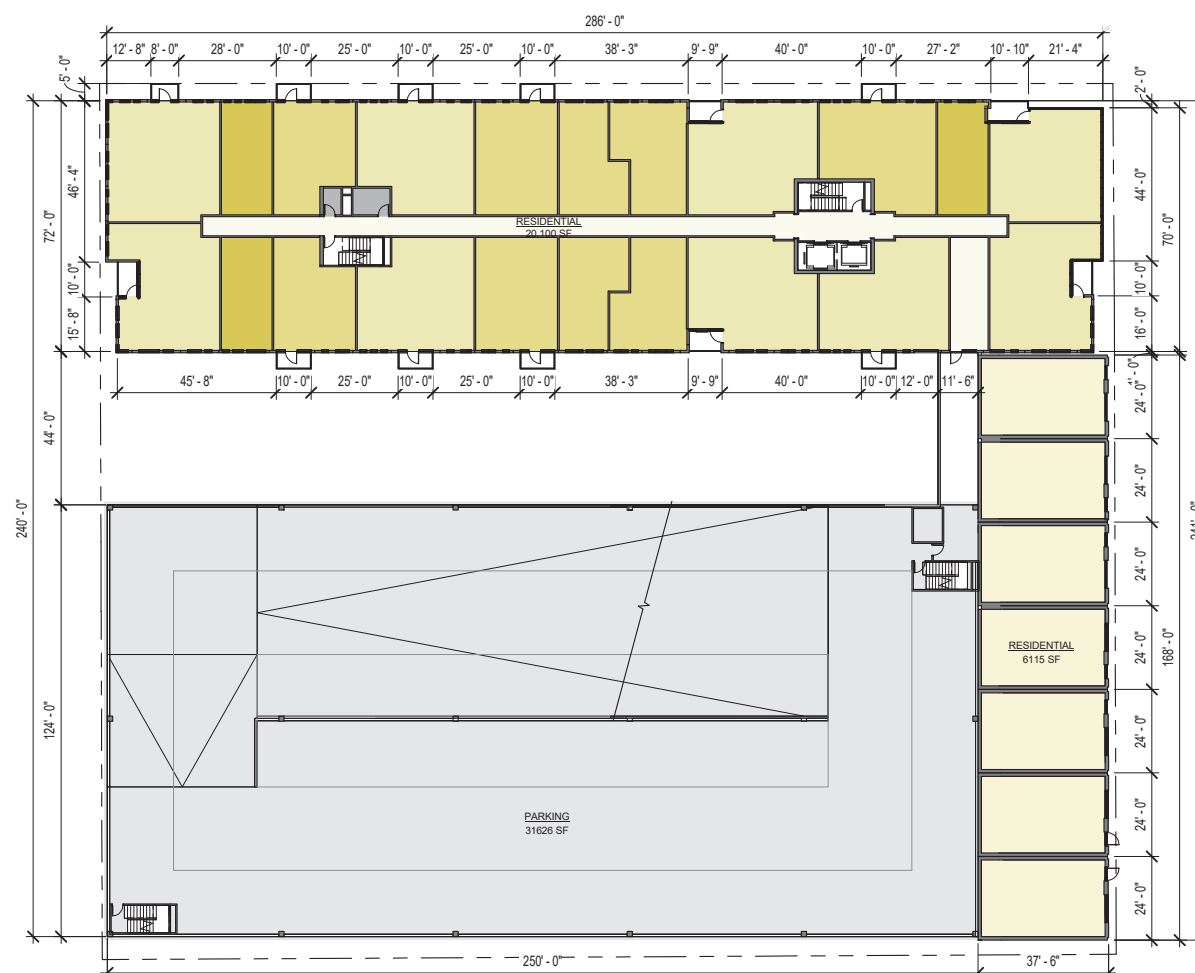
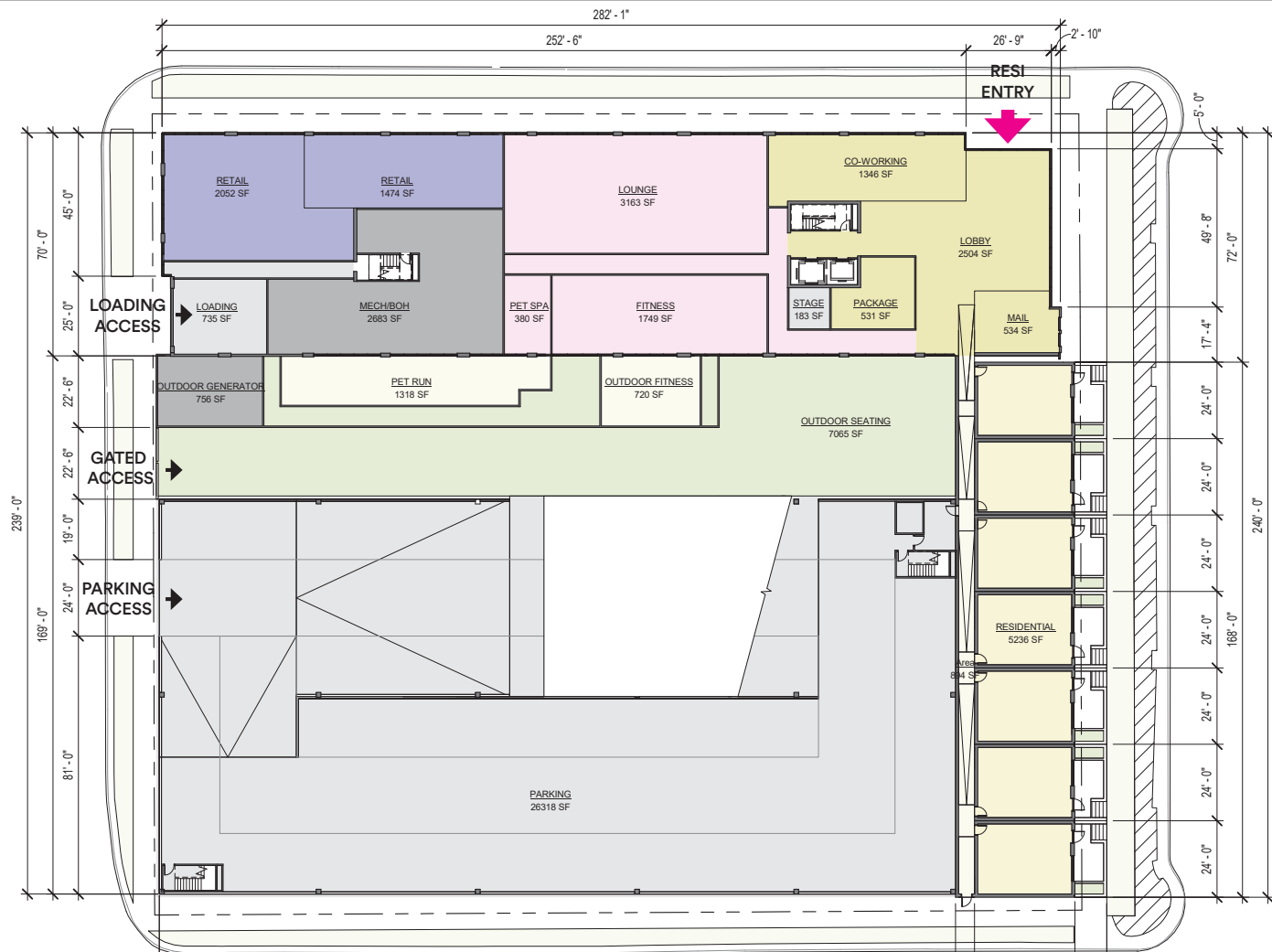
BUILDING CONSTRUCTION



TOWER 194,111 GSF

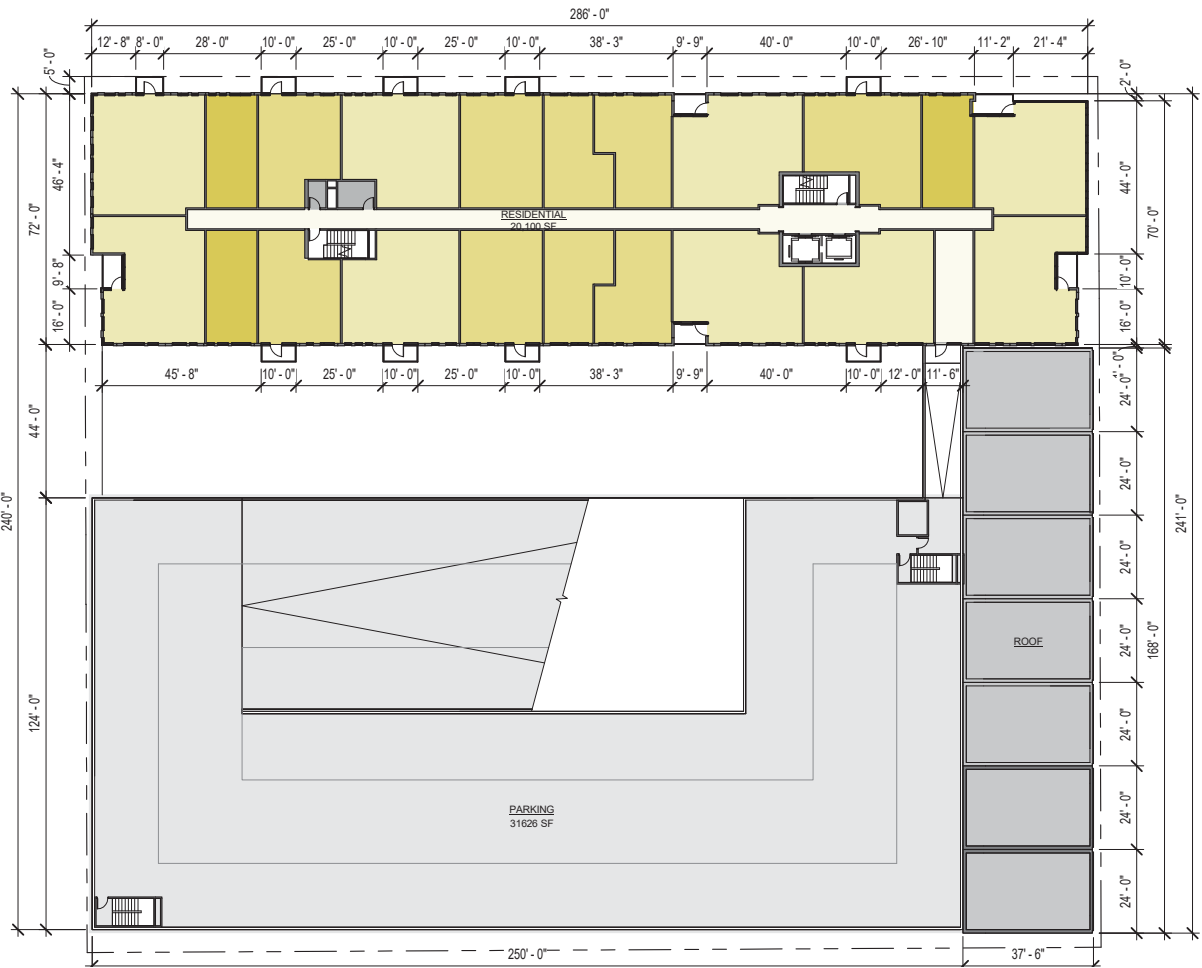
TOWNHOMES 12,230 GSF

PARKING GARAGE 90,816 GSF

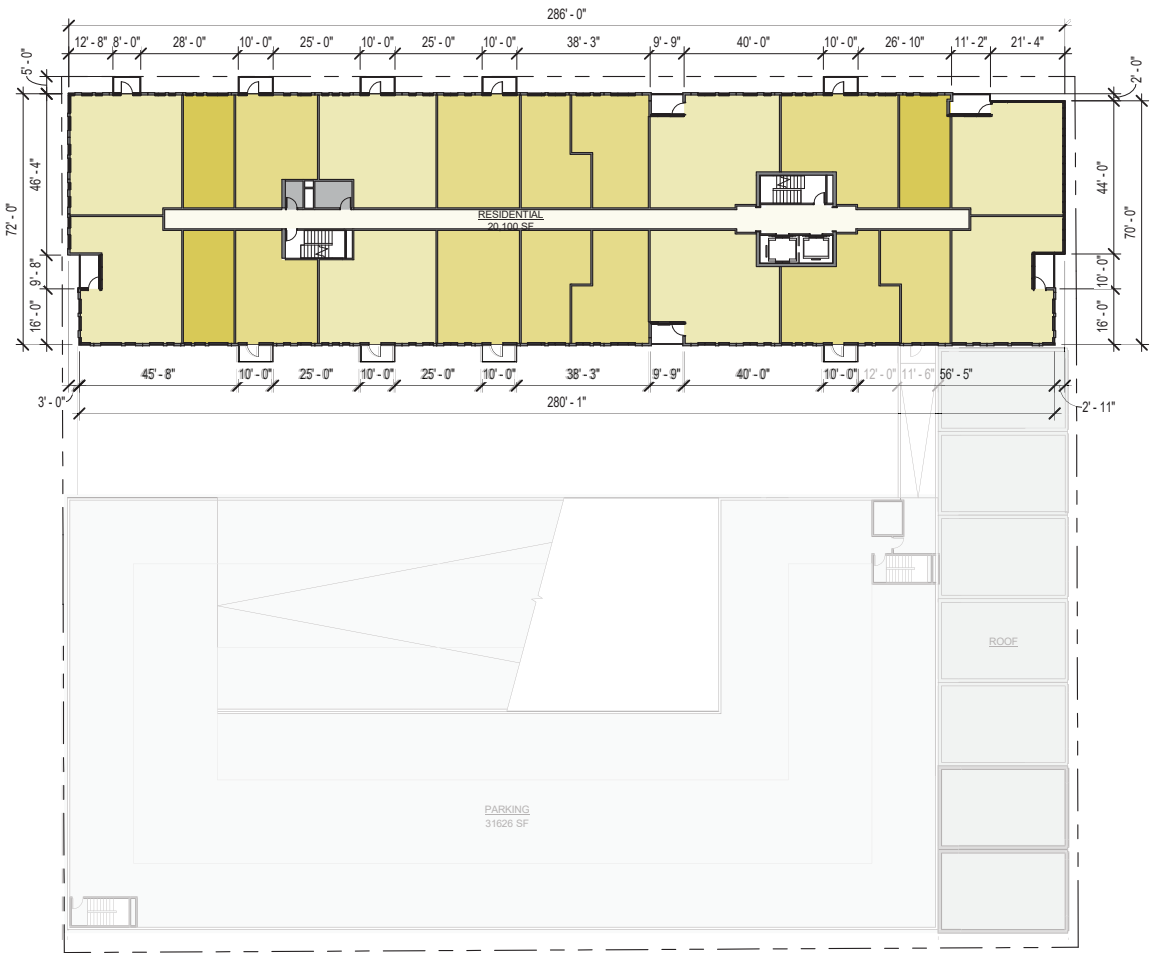




FLOOR PLANS



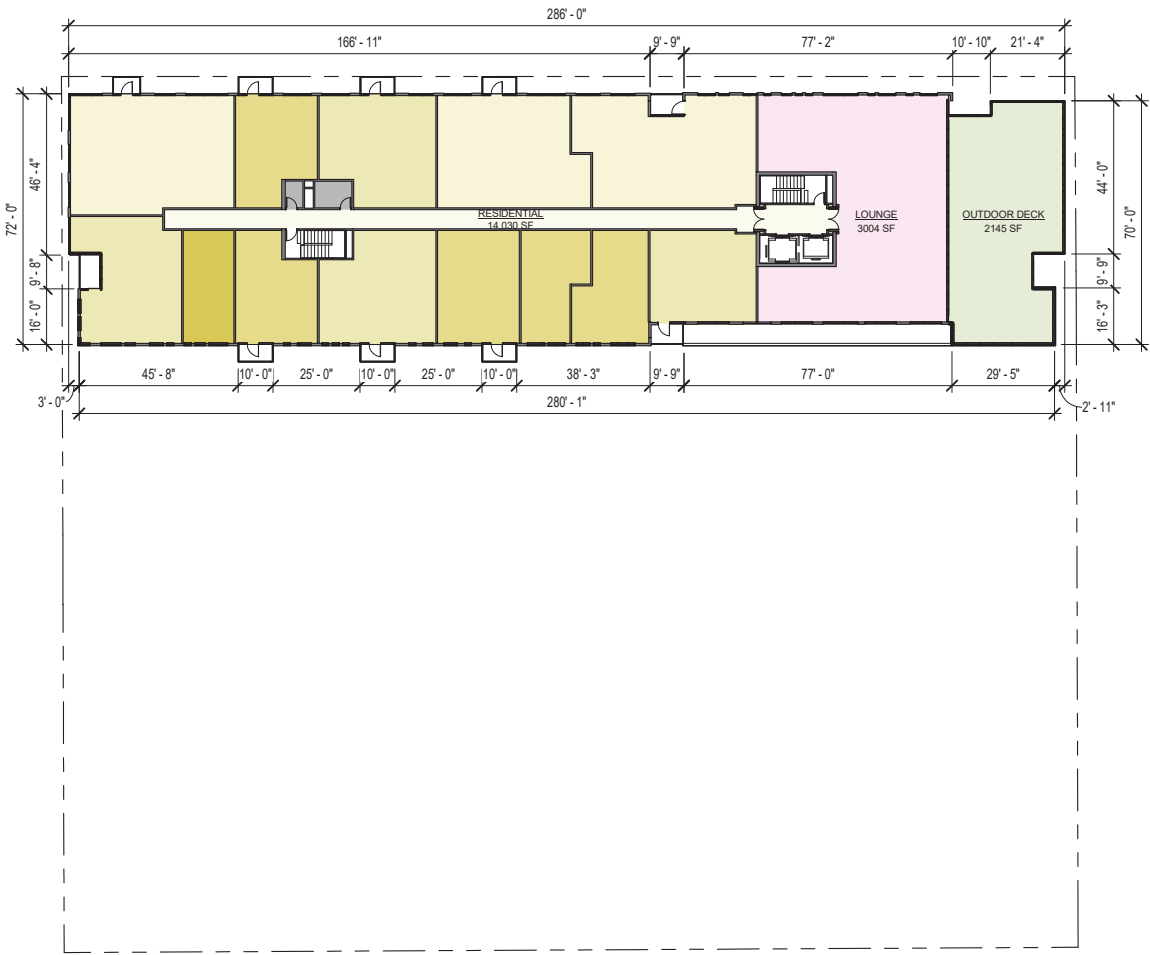
LEVEL 03



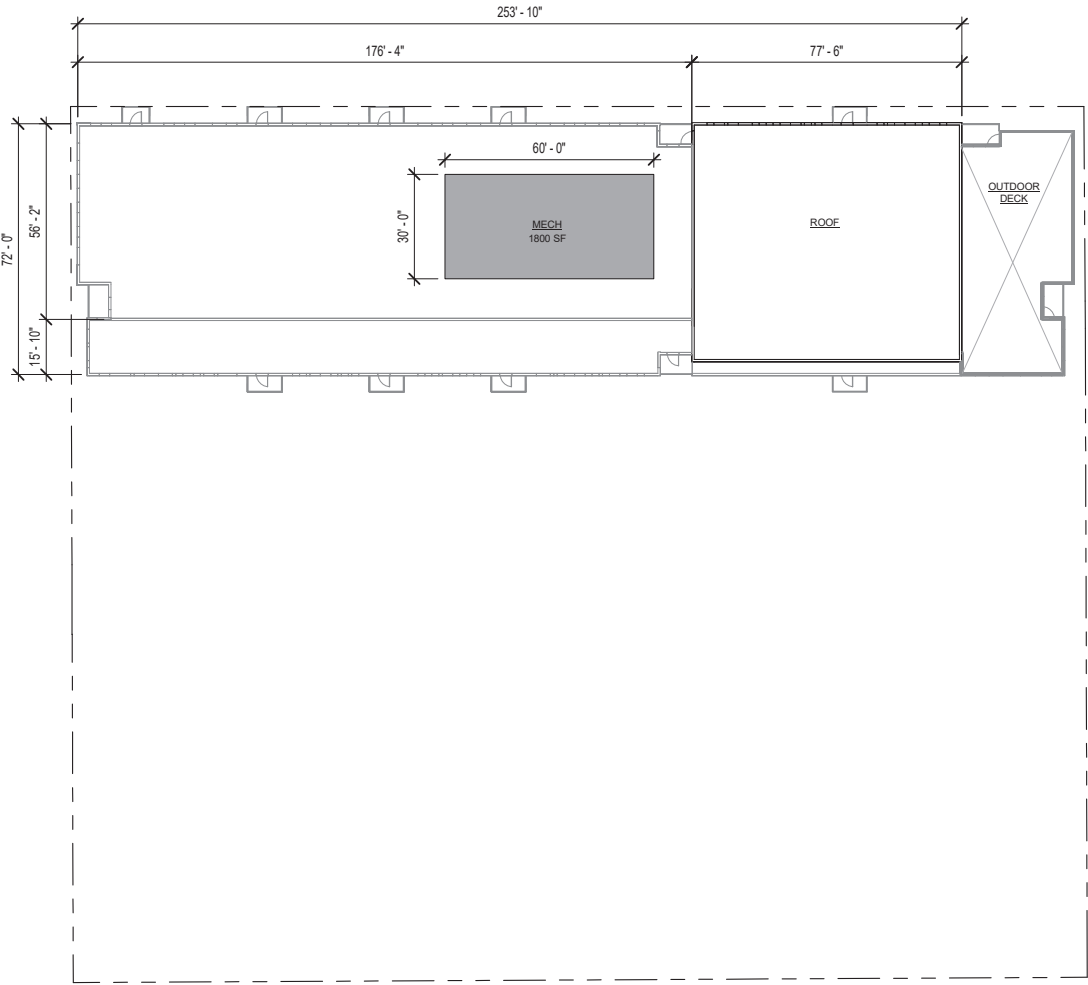
TYPICAL FLOOR (LEVEL 04-09)



FLOOR PLANS



LEVEL 10



ROOF PLAN



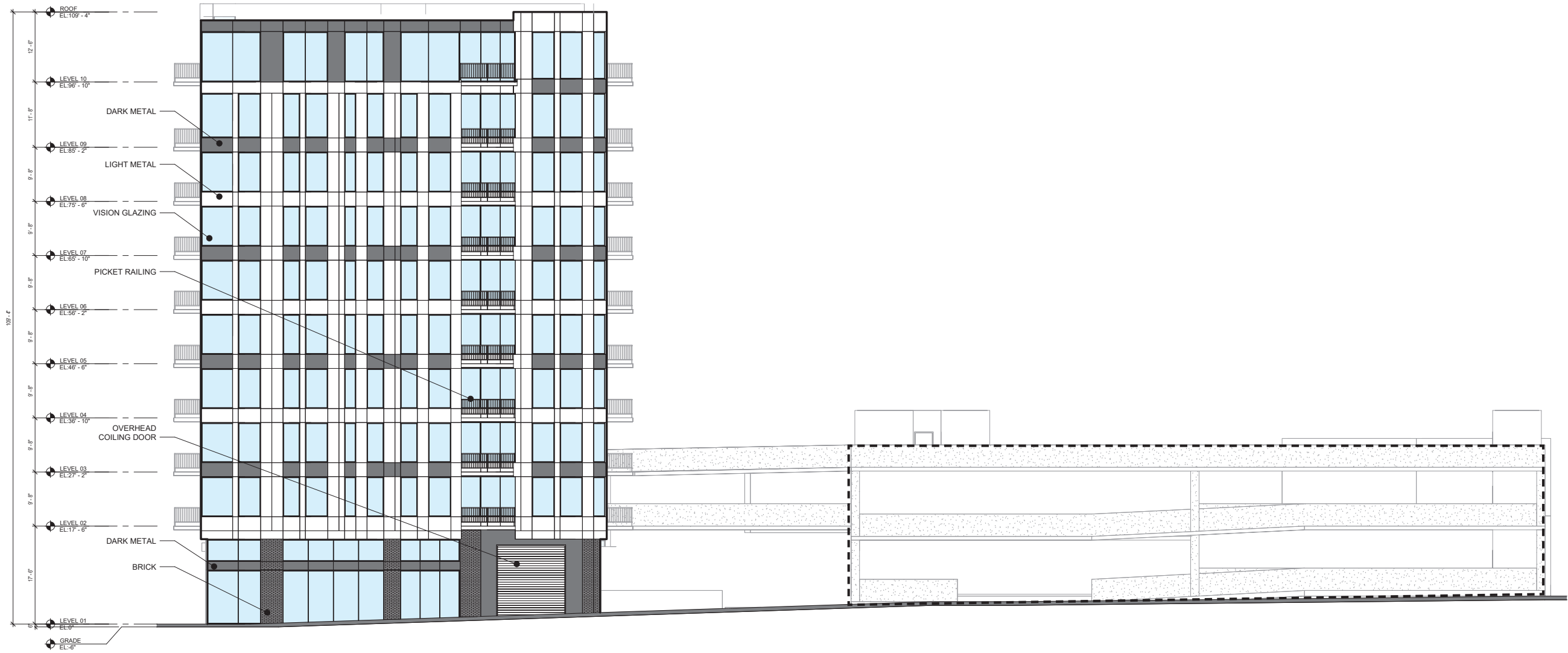
ELEVATION | NORTH







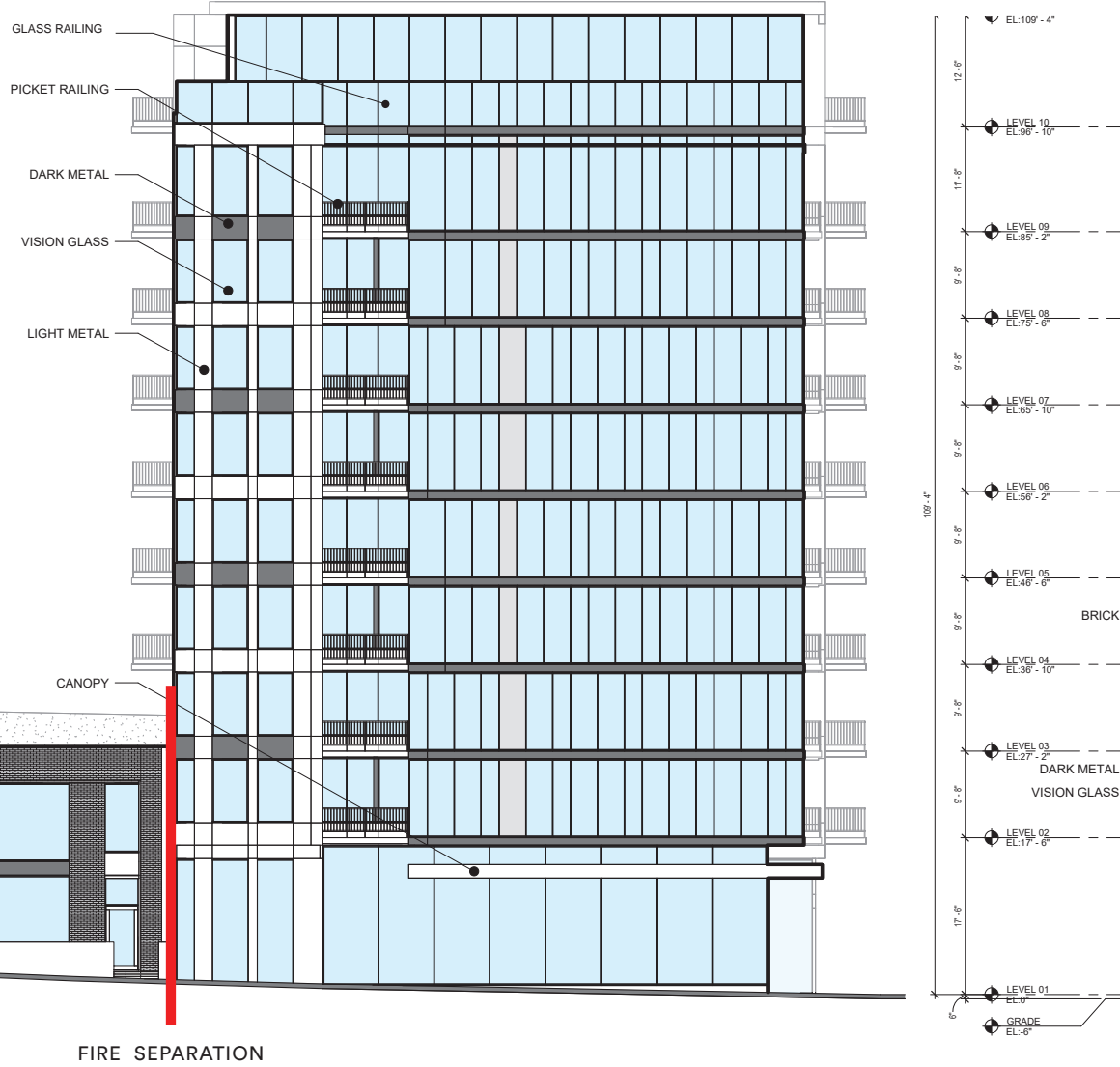
ELEVATION | WEST



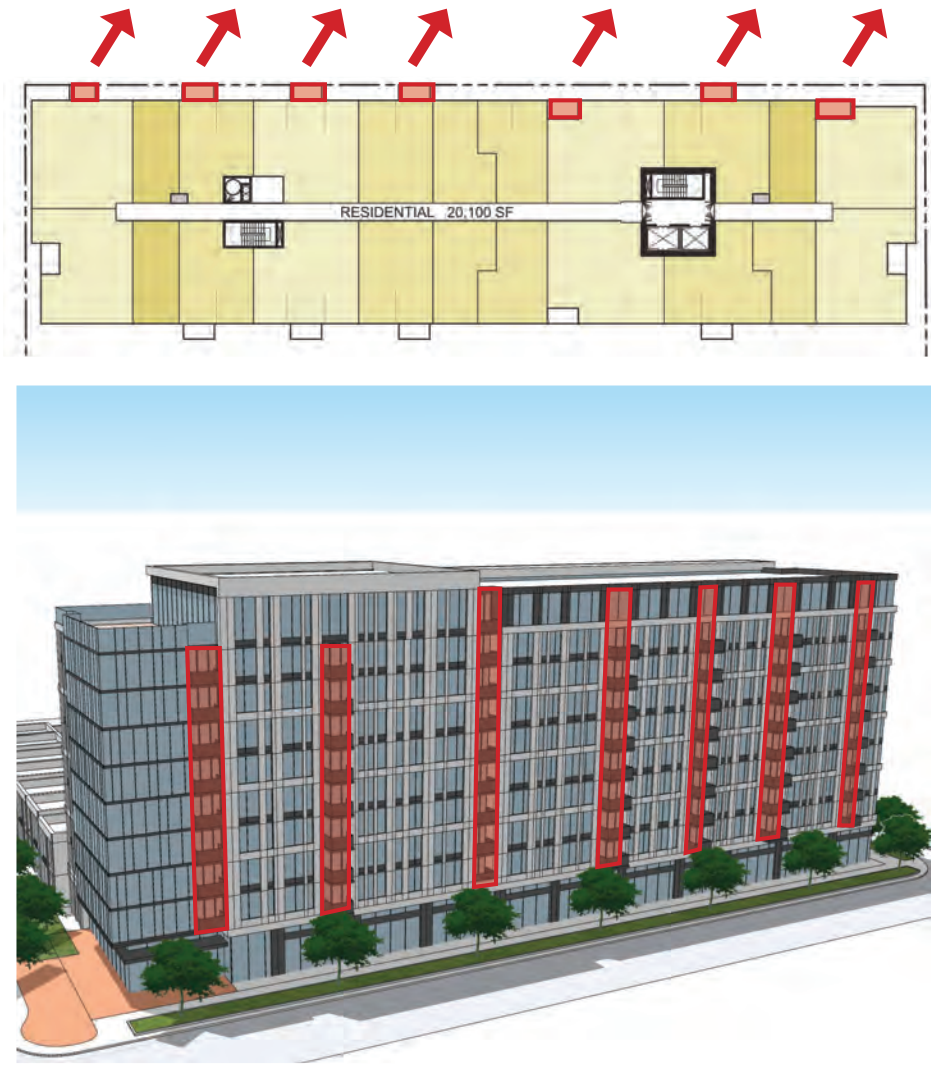


ELEVATION | EAST

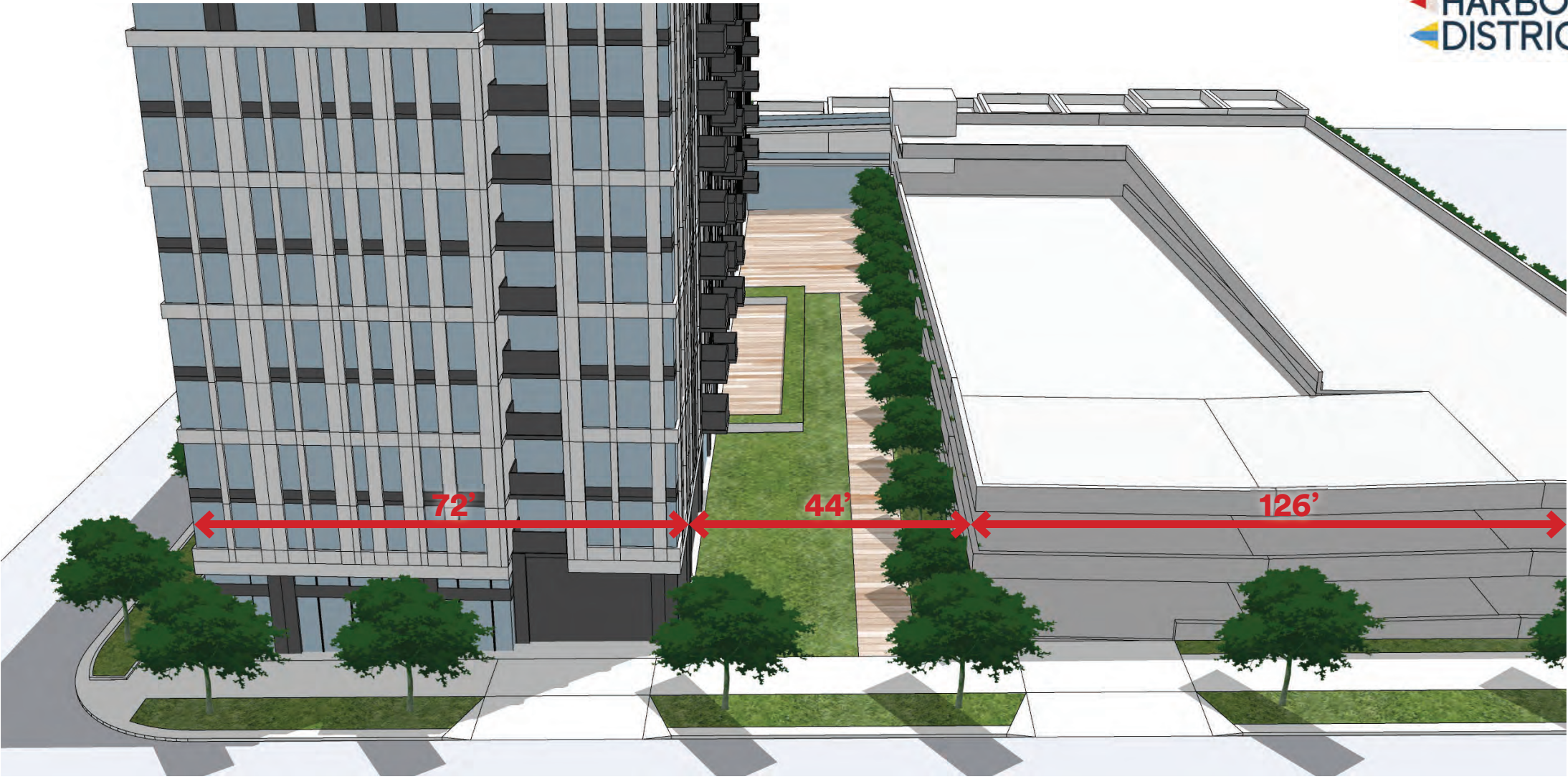
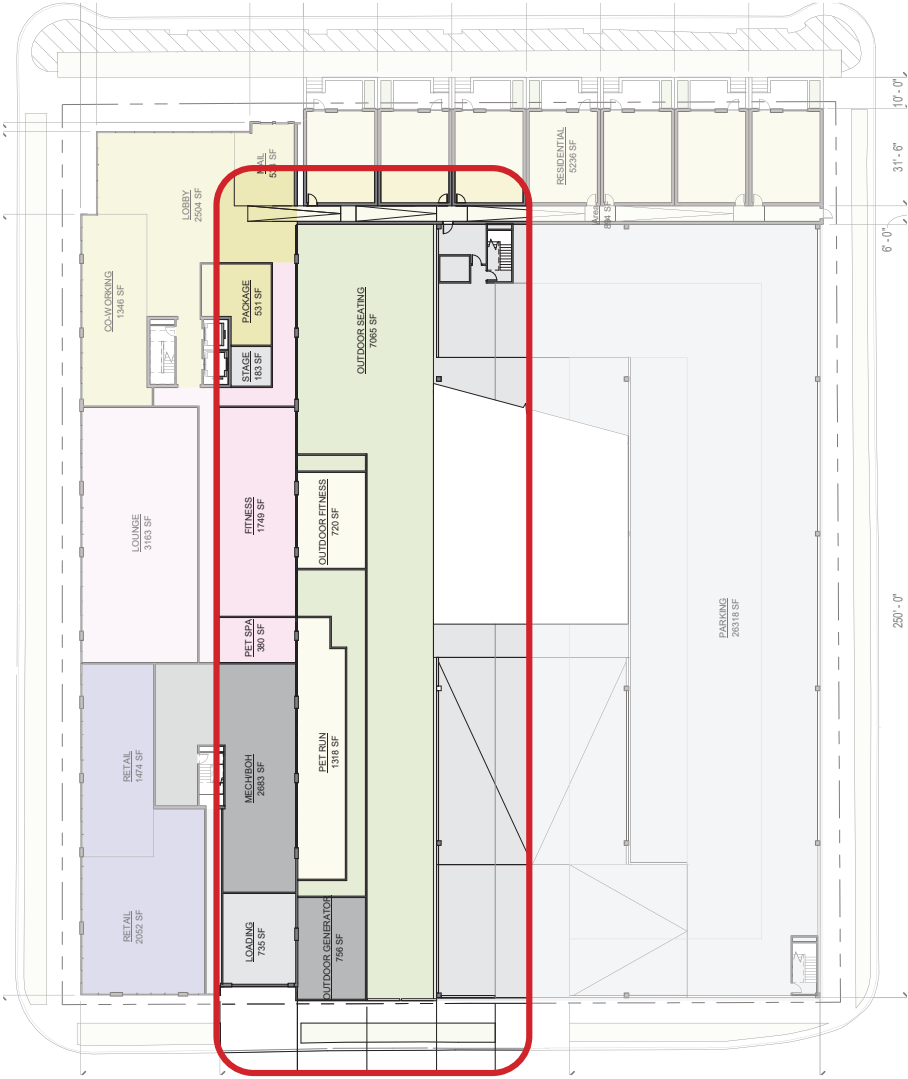
MATERIAL PALETTE



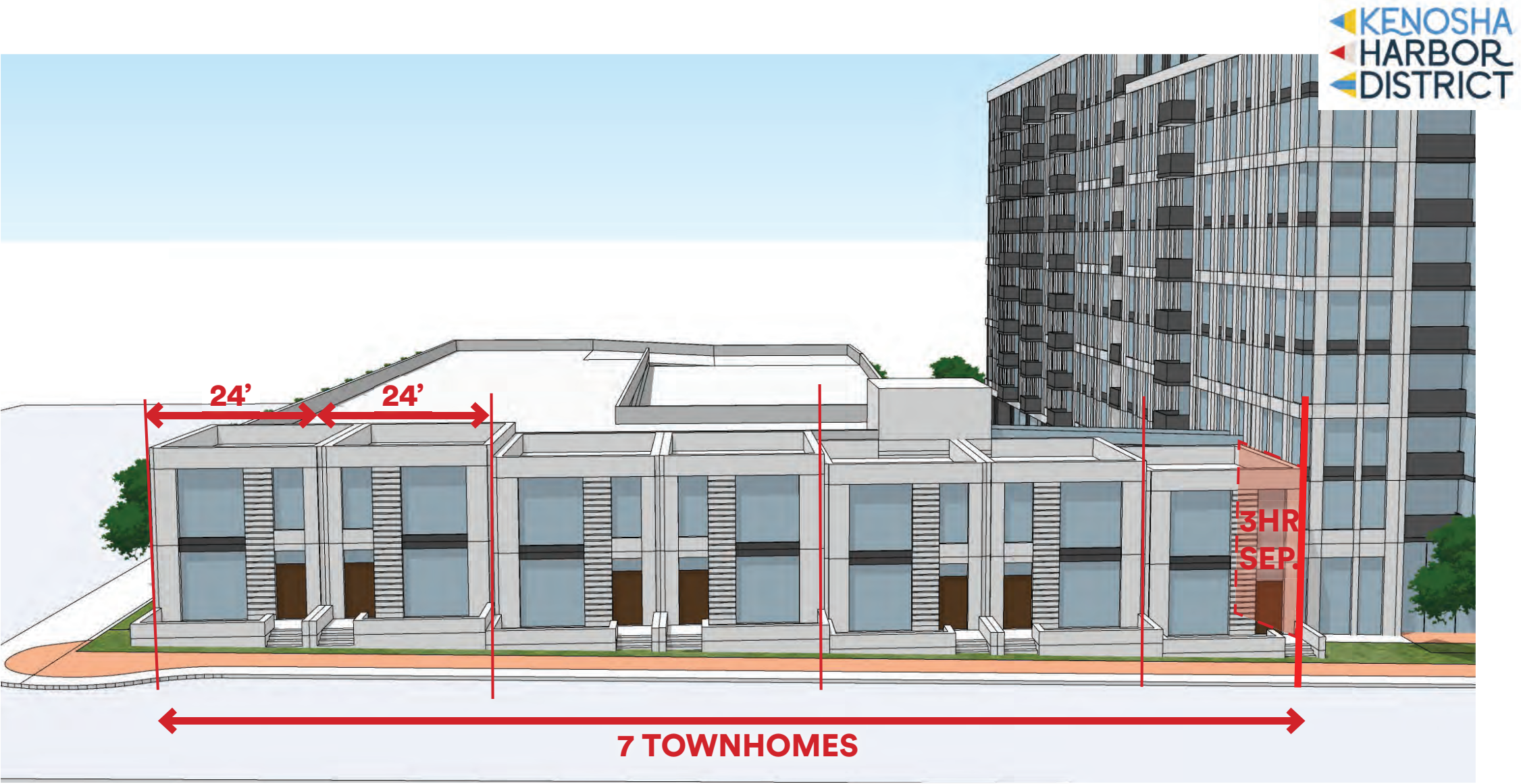
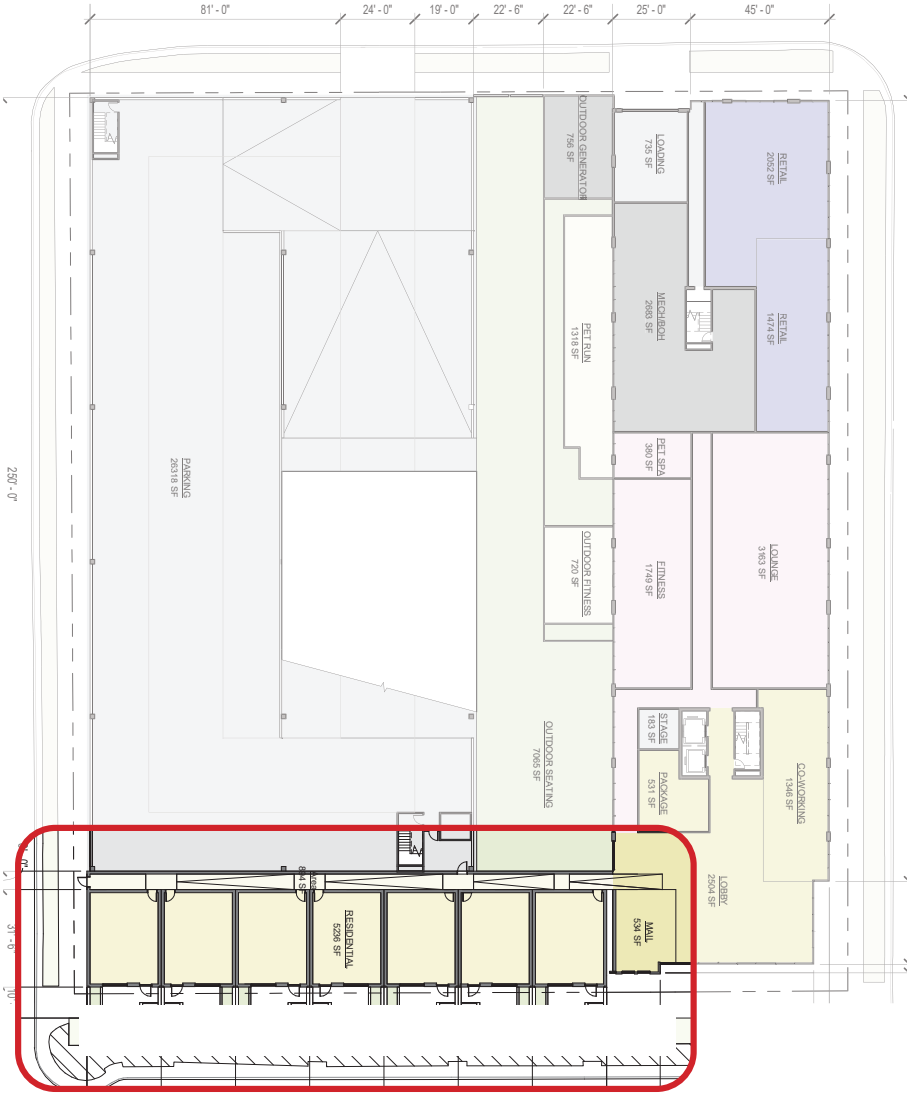
MASSING | BALCONY VIEWS | LOOKING NORTHEAST

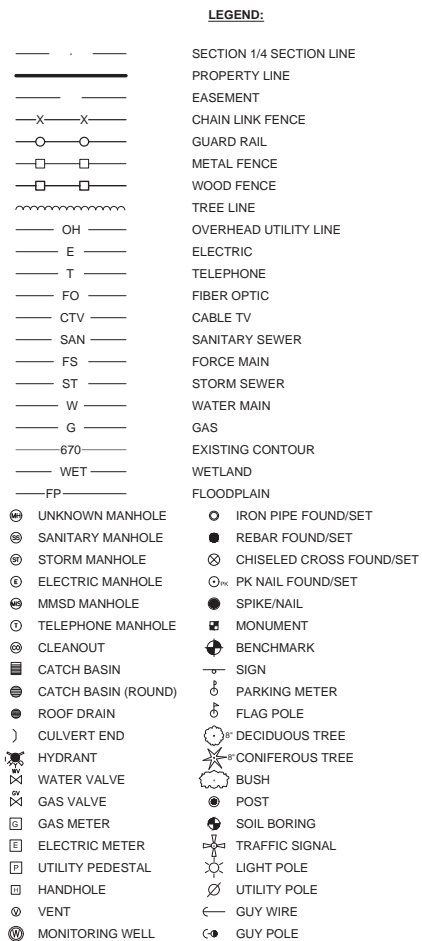


MASSING | COURTYARD



MASSING | TOWNHOMES

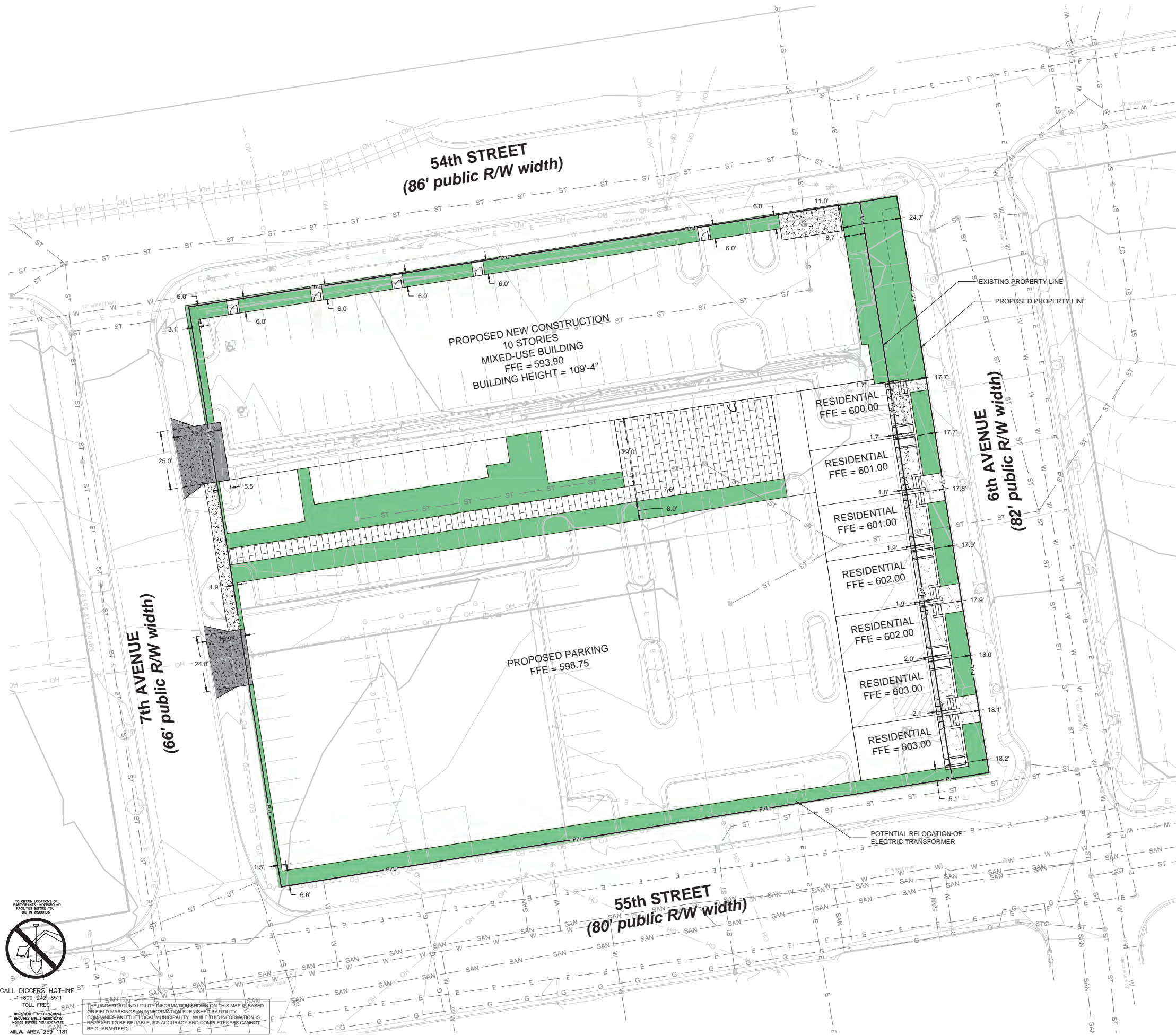




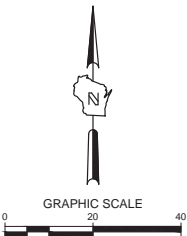
5. CONTRACTOR TO VERIFY EXISTING CONDITIONS, CONTACT ENGINEER WITH DISCREPANCIES.







PROJECT NO:	21983
DESIGN DATE:	----
PLOT DATE:	2024.02.01
DRAWN BY:	----
CHECKED BY:	----
APPROVED BY:	----
SHEET NO:	

C001



SITE INFORMATION			
SITE AREA	78251	1.796 AC	
SITE DISTURBED AREA	78251	1.796 AC	
EXISTING IMPERVIOUS AREA	64991	1.492 AC	83.1 %
PROPOSED IMPERVIOUS AREA	67404	1.547 AC	86.1 %



- LEGEND:**
- | | |
|---|---------------------------|
|  | 5" THICK CONCRETE WALK |
|  | CONCRETE PAVEMENT |
|  | LANDSCAPE/GREENSPACE AREA |
|  | PAVERS |
|  | CURB & GUTTER
(ACCEPT) |
|  | CURB & GUTTER
(REJECT) |

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



KENOSHA HARBOR DISTRICT BLOCK B KENOSHA, WI SITE PLAN

**PRELIMINARY
NOT FOR
CONSTRUCTION**

ISSUANCE	DATE
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NO. REVISION	DATE
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PROJECT NO:	21983
DESIGN DATE:
PLOT DATE:	2024.02.01
DRAWN BY:
CHECKED BY:
APPROVED BY:
SHEET NO:	

C100



**CITY PLAN COMMISSION
Staff Report - Item #8**

**Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

Resolution by the Committee on Public Works - To Vacate An Alley East of 7th Avenue between 54th and 55th Street. (JV Enterprises, LLC/Siel) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Siel, District 2, has been notified. This item will also be reviewed by the Public Works Committee before final approval by the Common Council. The Vacation has been initiated by Petition. A Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via mail. A Class III Notice will be published for the Common Council public hearing

LOCATION AND ANALYSIS:

Site: Alley located east of 7th Avenue between 54th and 55th Street

1. A petition has been filed by the abutting property owner to vacate this alley. The City owns the balance of the abutting frontage. The existing alley right-of-way is paved.
2. The purpose of the vacation is to facilitate the development of the entire block as a part of the Kenosha Harbor District project.
3. The existing alley right-of-way is twenty (20') feet wide. The land would be deeded equally to abutting property owners, but the site will eventually be combined into one lot when the project develops on the block.
4. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

RECOMMENDATION:

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



Brian R Wilke, AICP Development Coordinator



Rich Schroeder, Deputy Director

RESOLUTION TO VACATE AN ALLEY
EAST OF 7TH AVENUE BETWEEN
54TH AND 55TH STREET
DISTRICT 2
[JV ENTERPRISES, LLC / SIEL]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Parcel Identification No.(s)

CITY OF KENOSHA	12-223-31-404-001
JV ENTERPRISES, LLC	12-223-31-404-003
CITY OF KENOSHA	12-223-31-404-004
CITY OF KENOSHA	12-223-31-404-005
CITY OF KENOSHA	12-223-31-404-006

RESOLUTION _____

BY: COMMITTEE ON PUBLIC WORKS

**RESOLUTION TO VACATE AN ALLEY EAST OF
7TH AVENUE BETWEEN 54TH AND 55TH STREET
DISTRICT 2 [JV ENTERPRISES, LLC / SIEL]**

WHEREAS, the public interest requires the vacation of an alley located east of 7th avenue between 54th street and 55th street.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley located east of 7th avenue between 54th street and 55th street, legally described on attached Exhibit A and shown on attached Exhibit B ("Area"), be and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER RESOLVED that the Area is vacated subject to any municipal and zoning ordinances.

IT IS FURTHER RESOLVED that the Area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby

be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this _____ day of _____, 2024.

ATTEST: _____ Date: _____
MICHELLE L. NELSON, City Clerk/Treasurer

APPROVED: _____ Date: _____
JOHN M. ANTARAMIAN, Mayor

STATE OF WISCONSIN)
:SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024,
John M. Antaramian, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of
Kenosha, Wisconsin, a municipal corporation to me known to be such Mayor and City
Clerk/Treasurer of said municipal corporation and acknowledged to me that they executed the
foregoing instruments as officers as the agreement of said City, by its authority.

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

Drafted By:
MATTHEW A. KNIGHT
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

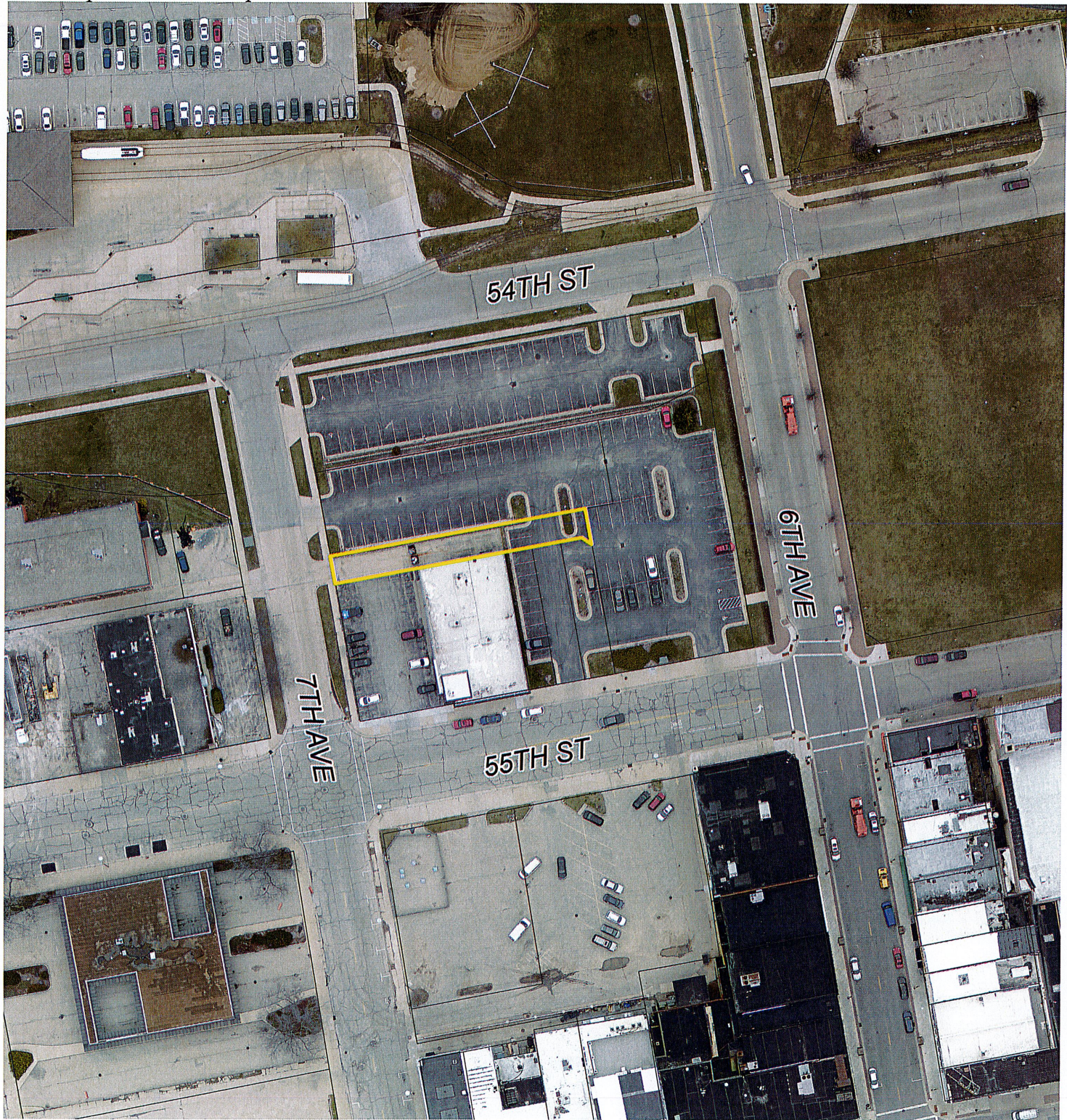
Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29'35"W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29'35"W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22'57"E along and upon said north line, 187.22 feet; thence S10°29'35"E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33'21"W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22'57"W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.

City of Kenosha

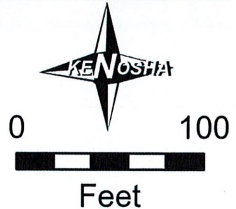
District Map
Vacation

Supplement No. V1-24
Resolution No. _____

JV Enterprises, LLC / Siel petition



Alley petitioned to be vacated

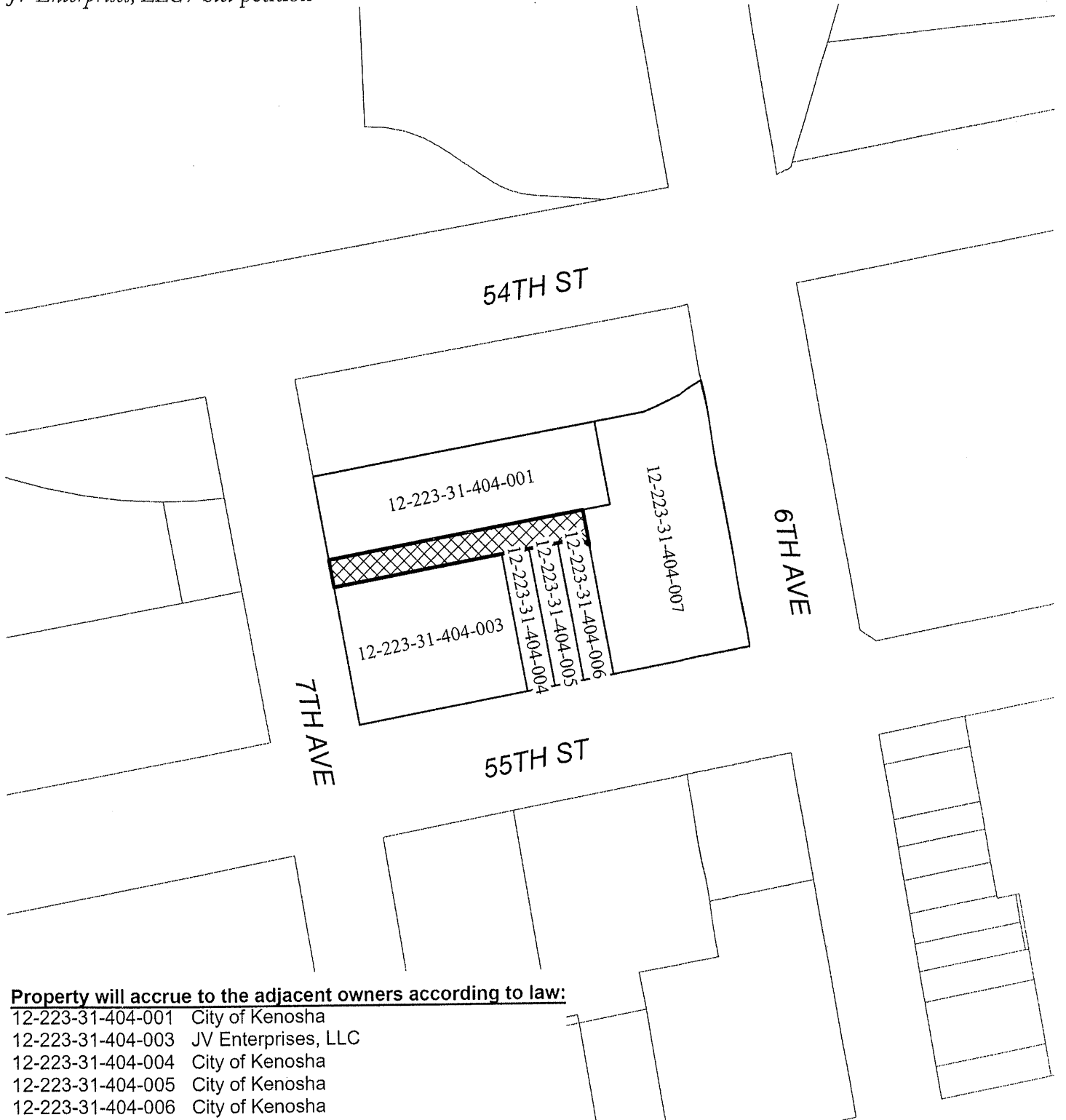


City of Kenosha

District Map Vacation

Supplement No. V1-24
Resolution No. _____

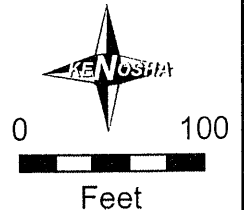
JV Enterprises, LLC / Siel petition



Property will accrue to the adjacent owners according to law:

12-223-31-404-001	City of Kenosha
12-223-31-404-003	JV Enterprises, LLC
12-223-31-404-004	City of Kenosha
12-223-31-404-005	City of Kenosha
12-223-31-404-006	City of Kenosha

 JV Enterprises, LLC



Document #: **1959804**

Date: **2024-02-23** Time: **9:08 AM** Pages: **1**

Fee: **\$30.00** County: **KENOSHA** State: **WI**

REGISTER OF DEEDS: **JOELLYN M. STORZ**

Document Number

**LIS PENDENS
STATE OF WISCONSIN**

PLEASE TAKE NOTICE that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the alley located East of 7th Avenue Between 54th and 55th Streets more particularly described as:

A 20-foot Public Alley running 187' more or less, Easterly from 7th Avenue through Block 14

Part of Block 14 in the ORIGINAL TOWN OF SOUTHPORT, a plat of record and on file at the Kenosha County Register of Deeds Office, on March 5, 1889, per Document Number SP3 and per Plat Number 5276; ALSO being part of the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Recording Area

Name and Return Address:

Brian Wilke
City Development
625 52nd Street - Room 308
Kenosha, WI 53140

Commencing at the northeast corner of 55th Street and 7th Avenue; thence N10°29'35"W along and upon the east line of 7th Avenue, 100.00 feet and to the south line of a 20 foot public alley and the point of beginning; thence continue N10°29'35"W along and upon the east line of said 7th Avenue, 20.00 and to the north line of said 20 foot public alley; thence N79°22'57"E along and upon said north line, 187.22 feet; thence S10°29'35"E parallel to the west line of 6th Avenue, 26.00 feet; thence N55°33'21"W 8.48 feet and to the south line aforesaid 20 foot public alley; thence S79°22'57"W along and upon said south line, 181.22 feet and to the point of beginning. Containing 3,762 square feet, more or less. Subject to easements or restrictions of record.

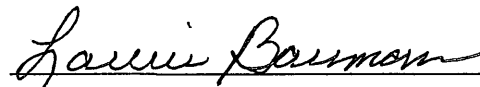
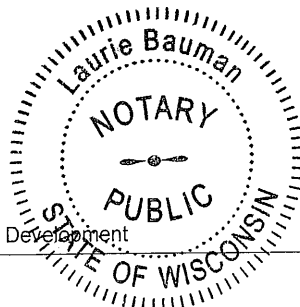
Parcel Identification Number (PIN)
12-223-31-404-001, 12-223-31-404-003,
12-223-31-404-004, 12-223-31-404-005,
12-223-31-404-006

Dated at Kenosha this 21st day of February, 2024



Rich Schroeder, Deputy Director, City Development

Personally came before me this 21st day of February, 2024, Rich Schroeder, Deputy Director of City Development and acknowledged to me that he executed the foregoing instrument as such Deputy Director of City Development of the City of Kenosha by its authority.



Laurie Bauman
Notary Public, Kenosha County, Wisconsin

My commission expires: Aug. 23, 2026

Drafted By: Brian Wilke, Department of City Development



CITY PLAN COMMISSION
Staff Report - Item #9

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Special Exception Request from Kenosha Downtown Vision, LLC to erect two real estate signs.
(Kenosha Harbor District) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Siel, District 2, has been notified. This item is reviewed by the City Plan Commission.

LOCATION AND ANALYSIS:

Site: Parcel A (54th Street and 6th Avenue) and Parcel F (Sheridan Road and 52nd Street)

1. The City of Kenosha has an approved Development Agreement with Kenosha Downtown Vision, LLC to construct mixed use commercial and residential buildings on eight downtown blocks. The applicant wishes to install signs advertising for the upcoming development project. By definition in the Sign Code, these types of signs are considered Real Estate Signs. A Real Estate Sign for a Commercial District may not exceed thirty-two (32) square feet. The applicant would like to install two signs for the project which would both be sixty-four (64) square feet in size.
2. The Sign Code also allows for Construction Signs which can be installed up to sixty-four (64) square feet in size. However, a Construction Sign can not be installed until a building permit has been issued for the premises and must be installed on the premises where work is occurring. The proposed signs on Block A and Block F of the development would not meet either of these criteria.
3. The Code of General Ordinances for Special Exceptions, Section 15.17 B. states *"Upon application for a Special Exception, the City Plan Commission may, after investigation and public hearing, grant a Special Exception from the terms of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice"* Since a Construction Sign could be installed by right without permits at sixty-four (64) square feet, and while this project spans multiple blocks, the project is considered one overall development, Staff is recommending approval of the Special Exception.
4. Staff also recommends that the approval of a Special Exception for the larger Real Estate Signs should be valid for ten (10) years from the date of the Special Exception approval or upon the developer obtaining a building permit for the last block in the development, whichever occurs first. The signs must also be one-sided and must be located outside of the vision clearance triangle.

RECOMMENDATION:

A recommendation is made to approve the Special Exception for a period of ten years from the date of the Special Exception approval or upon the developer obtaining a building permit for the last block in the development, whichever occurs first.


Brian R Wilke, AICP Development Coordinator


Rich Schroeder, Deputy Director



FOR OFFICE USE ONLY

Date Filed _____
Received by _____
Receipt Number _____

APPLICATION FOR SPECIAL EXCEPTION FOR SIGNS

Form #CD169 (rev. 03/20)

5215 Sheridan Rd. $\frac{1}{2}$ 12-223-31-401-101 (Block A)

Location of Special Exception Request

APPLICANT Kenosha Downtown Partners, LLC PHONE (414) 271-5000

MAILING ADDRESS 400 N. Broadway, Ste 100, Milwaukee, WI 53202 E-MAIL CYauk@cobaltmke.com

OWNER (if different from applicant) City of Kenosha PHONE (262) 653-4000

MAILING ADDRESS 625 52nd St, Kenosha, WI 53140 E-MAIL _____

If the applicant is other than the property owner, a notarized signature of the property owner authorizing the applicant to act on his/her behalf is required.

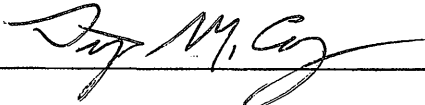
I/We Kenosha Downtown Partners, LLC hereby apply for a Special Exception pursuant to Section
(Property Owner / Applicant)

15.17 B of the City of Kenosha Code of General Ordinances for 5215 Sheridan Rd (Block F) $\frac{1}{2}$ 12-223-31-401-101 (Block
(Address / parcel # of subject property)

to allow (describe request) the installation of two Kenosha Harbor District
project/marketing signs. One sign being on the northwest corner of Block F
and the other on the northwest corner of Block A. The signs are
8'x8' and securely installed into the ground. Attached are surveys showing location

(A separate sheet of paper may be used if additional space is required.)

I hereby authorize City of Kenosha staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements contained herein are true and correct to the best of my knowledge and belief.

Applicant's signature: 



City of Kenosha Plan Commission
625 52nd Street
Kenosha, WI
53140

February 6, 2024

Application for Special Exception for Signs

Project Location

The two project locations are the northwest corner of Block F (5215 W Sheridan Rd.) and the northwest corner of Block A (tax key 12-223-31-401-101). Both sites are currently vacant and city-owned, but part of the future Kenosha Harbor District development.

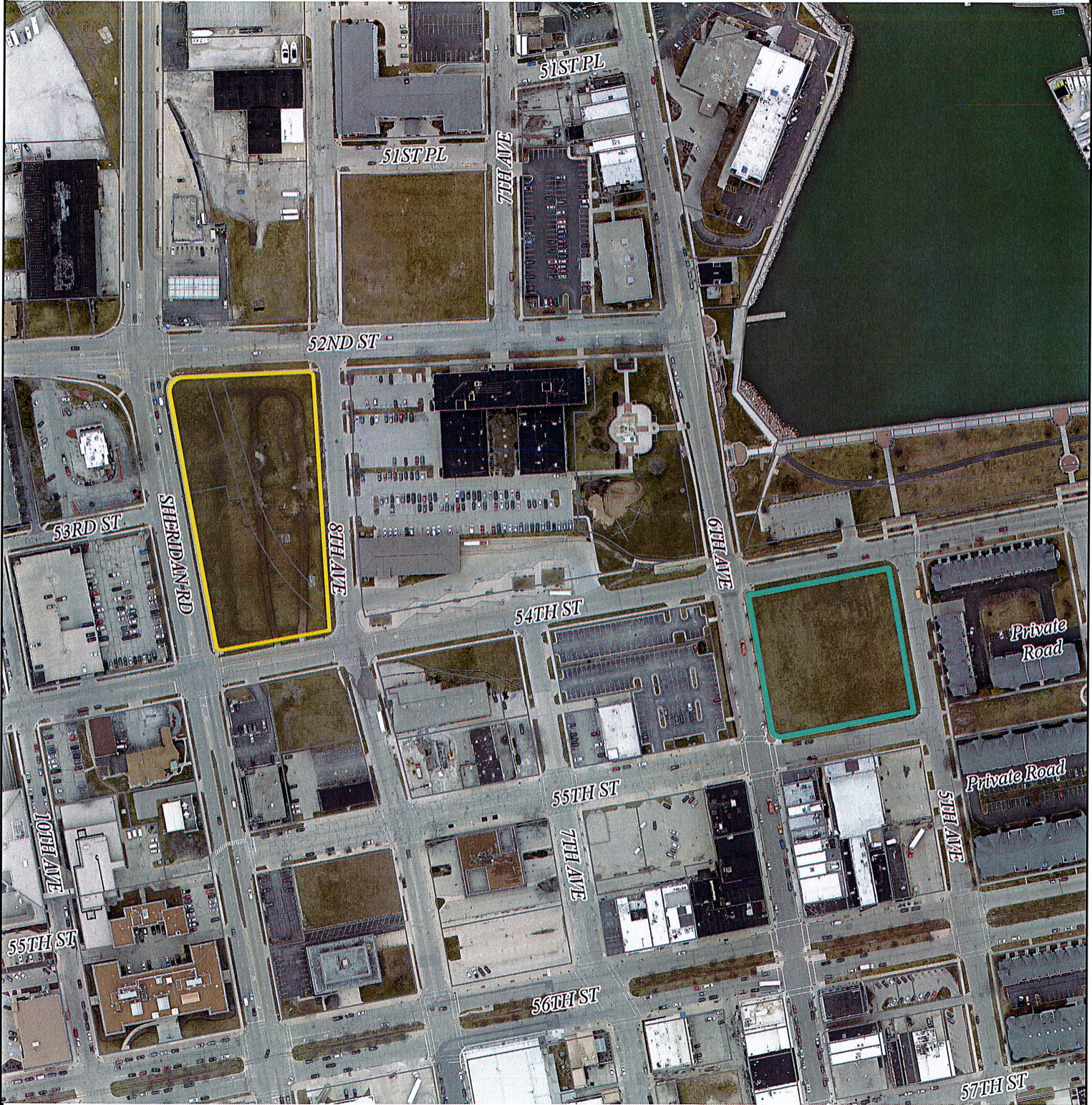
Project Description

We are seeking a sign exception for two 8'x8' marketing/informational project signs to be installed at the above locations. With our goal of getting the public excited and spreading awareness of our project, we feel strongly that the current limitation of 5'x5' is insufficient for attracting such awareness. These signs would be securely installed into the ground with a wooden base. Please see the other attached information regarding specific locations of the signs as well as the renderings.

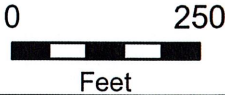
Respectfully,

Kenosha Downtown Partners, LLC

Kenosha Harbor District
Special Exception for Sign



- Block A
- Block F



15.11. - Exempt Signs.

The following Signs shall be exempt from the requirement of this Ordinance to obtain a Sign Permit, but shall be subject to and be in compliance with the Code of General Ordinances and Zoning Ordinance, the other conditions and requirements of this Ordinance, and the specific conditions and restrictions below provided.

Address Numerals. Address numerals as defined in Section 9.18 C. of the City of Kenosha Code of General Ordinances.

Architectural Elements. Architectural elements of a building which include an integral and incidental Sign, so long as such elements do not contain a commercial message, moving parts, or lights.

Building Marker. A Building Marker not to exceed a Sign Face of four (4) square feet.

Bulletin Board. One (1) Bulletin Board located at main entrance of building, not exceed a Sign Face of twelve (12) square feet (i.e., list of occupants, hours of operation, or special events).

➡ **Construction Signs.** One (1) construction Sign per Street Frontage, when placed on the Premises where work is in progress. Such Signs shall not be erected prior to the beginning of work for which a valid Building or Demolition Permit has been issued, and shall be removed within ten (10) days of completion of work or the expiration of the permit, whichever is sooner. Construction Sign Faces for single-family residences shall not exceed sixteen (16) square feet. Construction Sign Faces for commercial, industrial, multifamily or planned development uses on parcels of less than 100,000 square feet shall not exceed sixty-four (64) square feet; and on parcels greater than one hundred thousand (100,000) square feet shall not exceed ninety-six (96) square feet.

Digital Display Off-Premises Sign. An off-premises advertising sign, display or device that may contain multiple or variable messages, including messages on louvers that are rotated and messages formed solely by use of lights or other electronic or digital displays, that may be changed by any electronic process.

Directional/Informational Signs. A Sign that has a purpose secondary to the use of the lot on which it is located, such as "No Parking," "Entrance," "Loading Only," "Telephone," "Enter," and other similar directives. No Sign with a commercial message, legible from a position off the lot on which the Sign is located, shall be considered directional/informational. There shall be no limitation on the number of such Signs per premises provided all such Signs are directional or informational in nature.

Elevated Water Towers. Signs placed or allowed on elevated water towers owned and maintained by The Kenosha Water Utility.

Flags, Standards, Emblems and Insignia. Flags, standards, emblems, and insignia of public and not-for-profit institutions.

Governmental Signs. Signs erected by or on behalf of a Federal, State or local governmental unit for a public purpose, meeting area, height and setback limitations of this Ordinance, where applicable.

Historic Signs. Signs which the Historic Preservation Commission has evaluated for historical significance, determined to be historically significant, and are listed on a Historic Sign Inventory on file in the Department of City Development. These Signs may be maintained and preserved without a Sign Permit. Changes to the Sign or message on the Sign (where the message is of historical significance) require a Sign Permit. Historic Signs may include rooftop, projecting, freestanding, wall, obsolete, on-premises, off-premises, or nonconforming Signs.

Historical Markers. Commemorative plaques, memorial tablets or emblems of official historical bodies, not exceeding four (4) square feet placed flat against a building, monument stone, or other permanent surface.

Holiday Decorations. Holiday Decorations as a temporary display, clearly incidental to and customarily associated with holidays designated by any unit of government, limited in duration to the respective holiday season generally recognized by the Kenosha business community.

Incidental Signs. A small Sign, emblem or decal, not exceeding one (1) square foot in area, informing the public of goods, facilities or services available on commercial premises; e.g., a credit card Sign or a Sign indicating hours of business.

Interior Signs. Interior Signs which provide information, but not a Commercial Message, not exceeding a total of four (4) square feet of Sign Face per Premises located on the interior of a Premises, oriented to persons within that Premises, and not intended to be legible from any location Off-Premises.


Model Home Signs. Model Home Signs not to exceed a Sign Face of eight (8) square feet identifying a non-occupied dwelling unit used as a demonstration unit for selling, leasing, or renting other dwelling units.

Nameplates. One flush mounted, nonilluminated nameplate, provided that only one (1) nameplate per occupancy may be erected and that such nameplate shall not exceed one (1) square feet.

Notices. Notices posted by Federal, State, or local units of government.

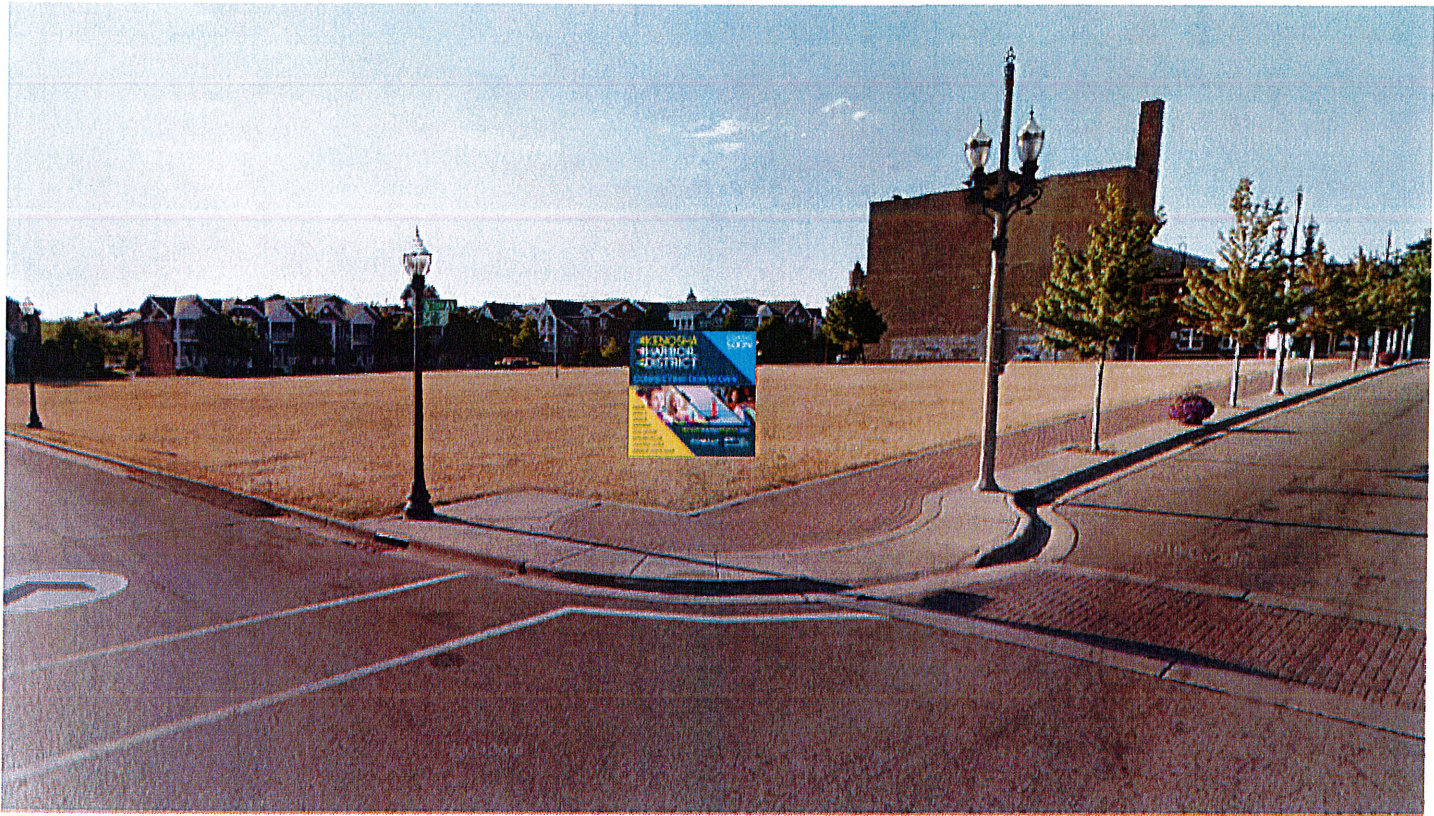
Parks. Commercial signs placed in city-owned parks or recreational areas provided such sign received approval by the Parks Commission, such approval being subject to annual review.

Political Campaign Signs. Signs promoting candidates for public office or issues on election ballots, not exceeding thirty-two (32) square feet per occupancy, posted on private property in accordance with this Chapter.

 **Real Estate Signs.** One (1) Real Estate Sign per Street Frontage of a Lot or Premises, not to be directly illuminated and not to exceed a Sign Face of eight (8) square feet for residential districts, thirty-two (32) square feet for commercial districts, or sixty-four (64) square feet for industrial districts.

Religious Institution Signs. Bulletin boards, Identification and Directional Signs pertaining to religious institutions, not exceeding one (1) per abutting street, nor sixteen (16) square feet, which are not internally illuminated.





Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Conditional Use Permit for a Vehicle Facility located at 6332 31st Avenue. (HyWay Auto Sales – Initial Hearing) (District 8) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Mau, District 8, has been notified. The City Plan Commission is the final review authority.

LOCATION AND ANALYSIS:

Site: 6332 31st Avenue

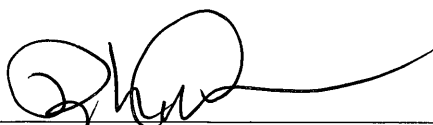
1. The applicant is seeking approval of a Conditional Use Permit to sell vehicles from the property located at 6332 31st Avenue. The applicant had been selling vehicles from this site for several years. When the Common Council adopted an amendment to the Zoning Ordinance and Code of General Ordinances in November of 2021 to regulate vehicle sales facilities, the site was not in compliance. Cars for sale were located on a gravel surface which was not accessed by a drive opening. The attached plans show where the applicant would pave on the site to provide four spaces for vehicles to be displayed for sale on the site in conformance with the current Ordinances. The applicant will also be paving a parking area to park vehicles which will be under repair on the site, but not for sale.
2. The proposed vehicle display area will be buffered by a landscaped interior lawn park area. A fence behind the vehicle display area that was installed without permits and in violation of the material requirements of the Zoning Ordinance will be removed and replaced by a fence that will meet the requirements of the Zoning Ordinance. The applicant is asking for an eight-foot (8') tall fence, which can be approved by the City Plan Commission under the Conditional Use Permit.
3. A request to defer installation of public sidewalk across the front of the property was approved by the Common Council on September 6, 2023.
4. The City has issued a non-renewal letter to the applicant since their site is not in compliance with the Vehicle Facility Permit standards and the case has been submitted to Municipal Court. Since the applicant has been actively working with Staff to get the site into compliance, no fines have currently been issued for the non-compliance.
5. The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.
6. The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
7. Per the Wisconsin State Statutes, the Conditions of Approval shall be established at this meeting. After a Class II Notice is published, the formal public hearing will be held and the review authority can take final action on the Conditional Use Permit at that meeting.

RECOMMENDATION:

A recommendation is made for the City Plan Commission to establish the Conditions of Approval and schedule a public hearing after publication of a Class II Notice.



Brian Wilke, AICP, Development Coordinator

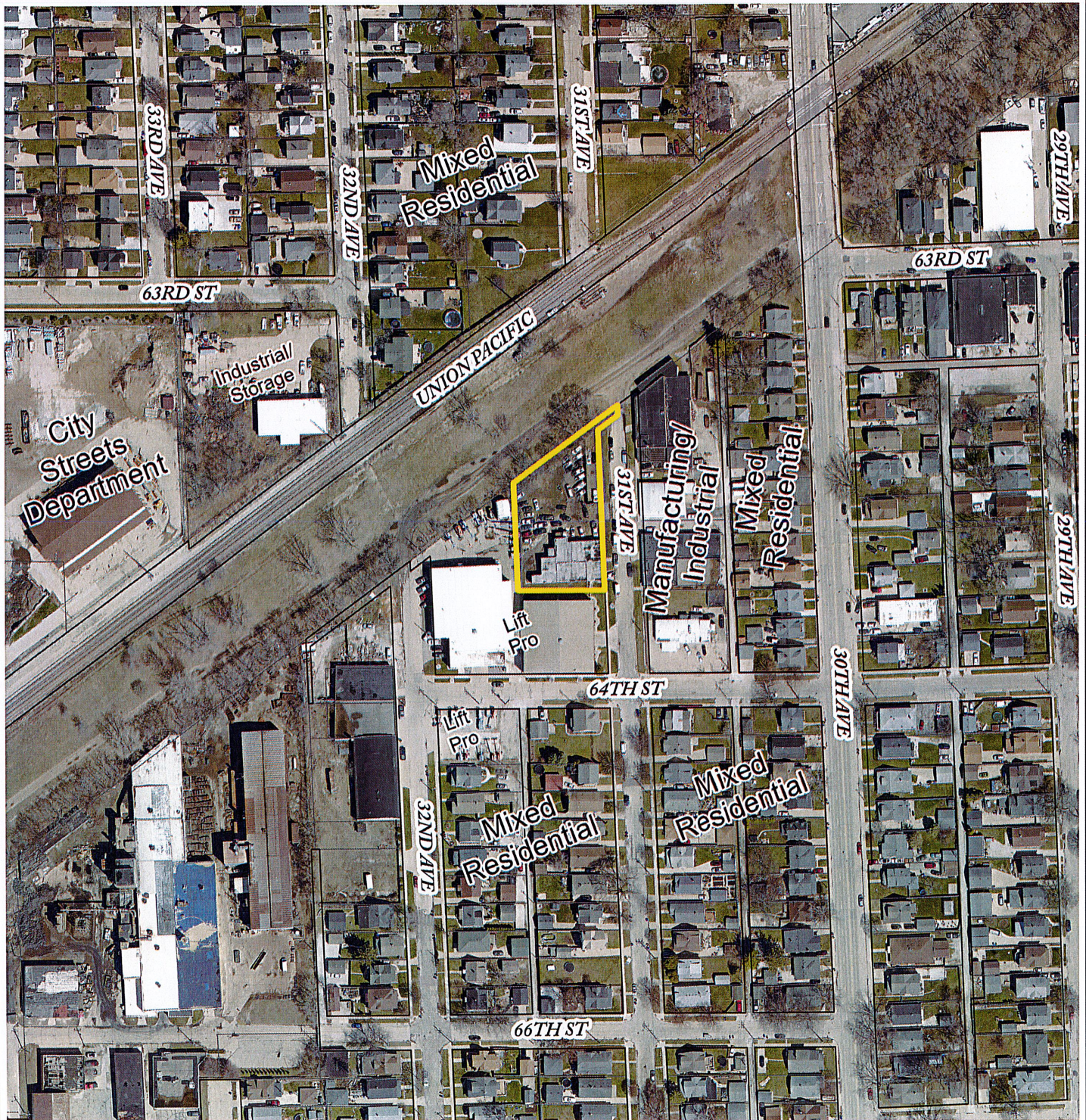


Rich Schroeder, Deputy Director

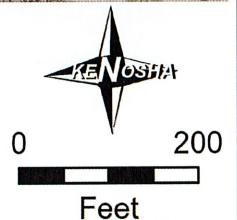
1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of City Inspections. This includes, but is not limited to Erosion Control, Fence and Occupancy permits.
 - b. The applicant shall obtain a Driveway Approach permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval. Minor changes may be approved by the City Plan Division.
 - e. Prior to the issuance of a Vehicle Facility permit, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed.
 - f. Compliance with City and State and/or Federal Codes and Ordinances.
 - g. All trash containers shall be stored within the enclosure or building. The applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a construction 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.
 - i. All vehicles for sale shall be parked within designated paved areas for vehicle sales. All vehicles on site, whether for sale or not, must be licensed and operable.
 - 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. The existing fence on the site erected without a permit and in violation of the material requirements of the Zoning Ordinance must be removed prior to the use of the site for automotive sales. Any new fence proposed for the site will require a Permit from the Department of City Inspections. Barbed-wire will not be permitted on the site.
 - l. Prior to selling any vehicles, the applicant shall obtain a Vehicle Facility Permit from the City Clerk and annually renew said Permit.
 - m. Compliance with the Operational Plan.
2. The following Conditions of Approval shall be satisfied with City Staff prior to the issuance of any construction permits:

- a. Prior to the issuance of any permits, a Deed Restriction or Restrictive Covenant approved by the City Attorney shall be recorded with the Kenosha County Register of Deeds stating that the property shall remain fully taxable for ad valorem tax purposes, including, but not limited to, real and personal property taxes and will not be subject to any exemption or exception to taxation unless otherwise agreed to by the City. The Deed Restriction or Restrictive Covenant shall be recorded at the applicant's expense, shall run with the land and shall be enforceable by the City against the owner and the owner's successors, assigns, and successors in title, including any tenants. The recording fee for the Deed Restriction or Restrictive Covenant shall be submitted by the applicant.
- b. Prior to the issuance of any permits, the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. The recording fee for the Conditional Use Permit shall be submitted by the applicant.
- c. The fence detail shall show that the swinging gate is a vinyl-coated chain-link fence and all existing barbed-wire fencing must be removed.

City of Kenosha
Vicinity Map
HyWay Auto Sales Vehicle Facility
Conditional Use Permit



Subject Property





P: 262-653-4030
E: idtcd1@kenosha.org

625 52nd Street, Kenosha, WI 53140
www.kenosha.org

Project Overview

#1077223

Project Title: Hy-way Sales
Application Type: Electronic Review
Workflow: Express Workflow

Jurisdiction: City of Kenosha
State: WI
County: Kenosha

Contact Information

Project Contact - Agent/Representative

Scott Drabicki
Clark Dietz
625 57th Street, 6th Floor
Kenosha, WI 53140
P:2628422406
scott.drabicki@clarkdietz.com

Property Owner

Jay Brosten
Hy-Way Sales
6332 31st Ave
Kenosha, IL 60083
P:262-859-9400
jay@hywaysales.com

Please indicate which of the following contacts are included in this project.: Engineer

Engineer

Scott Drabicki
Clark Dietz
625 57th Street, 6th Floor
Kenosha, WI 53140
P:2628422406
scott.drabicki@clarkdietz.com

Project Information

Project Address: 6332 31ST AVE

Project Type: Conditional Use Permit

Project Description:

Paving, fencing, and landscaping improvements.

Project Valuation: \$20,000.00

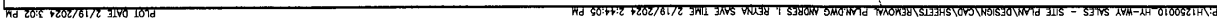
Is the property subject to any easements, covenants, or other restrictions?: No

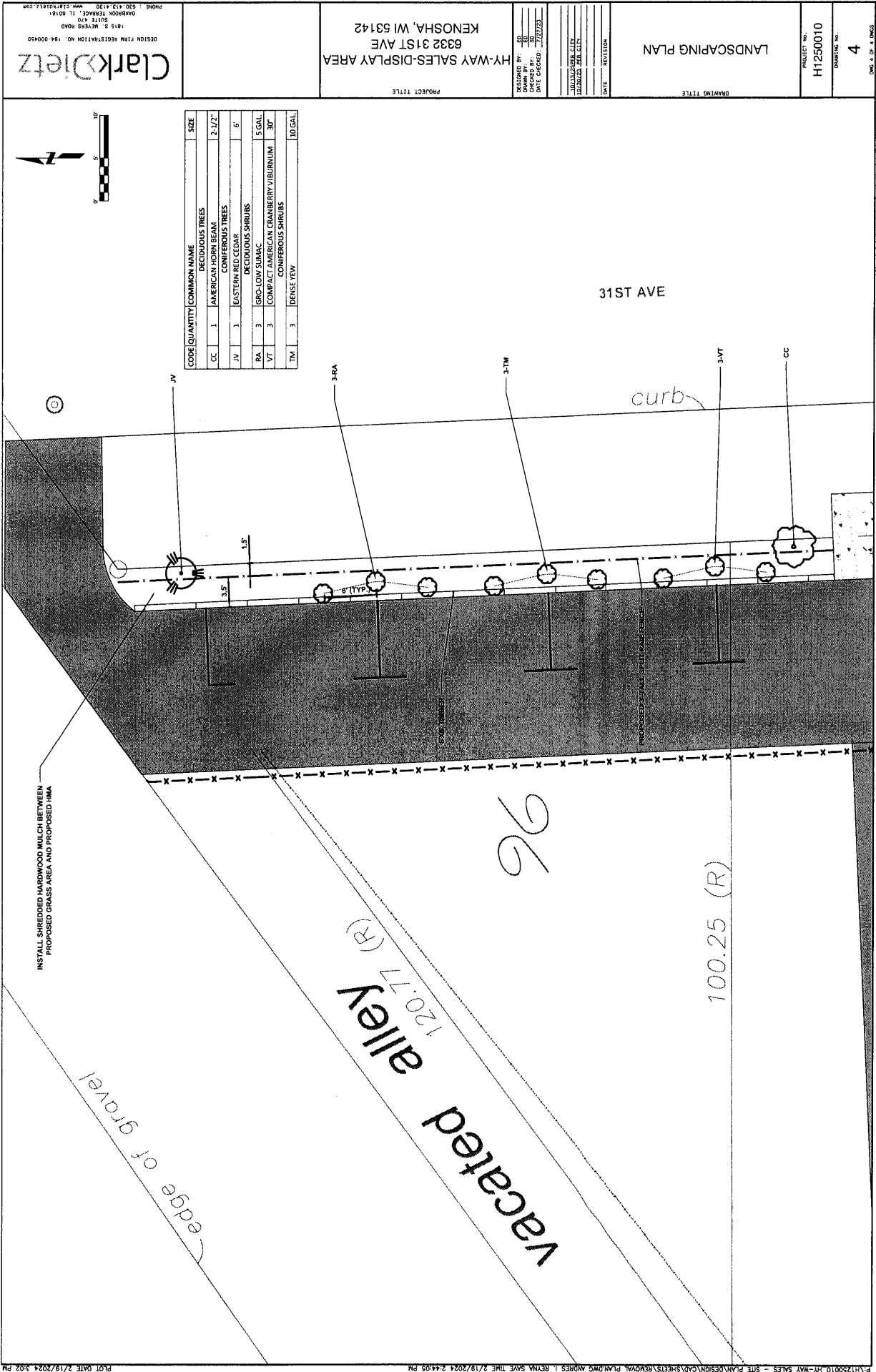
Please indicate the restrictions that apply.:

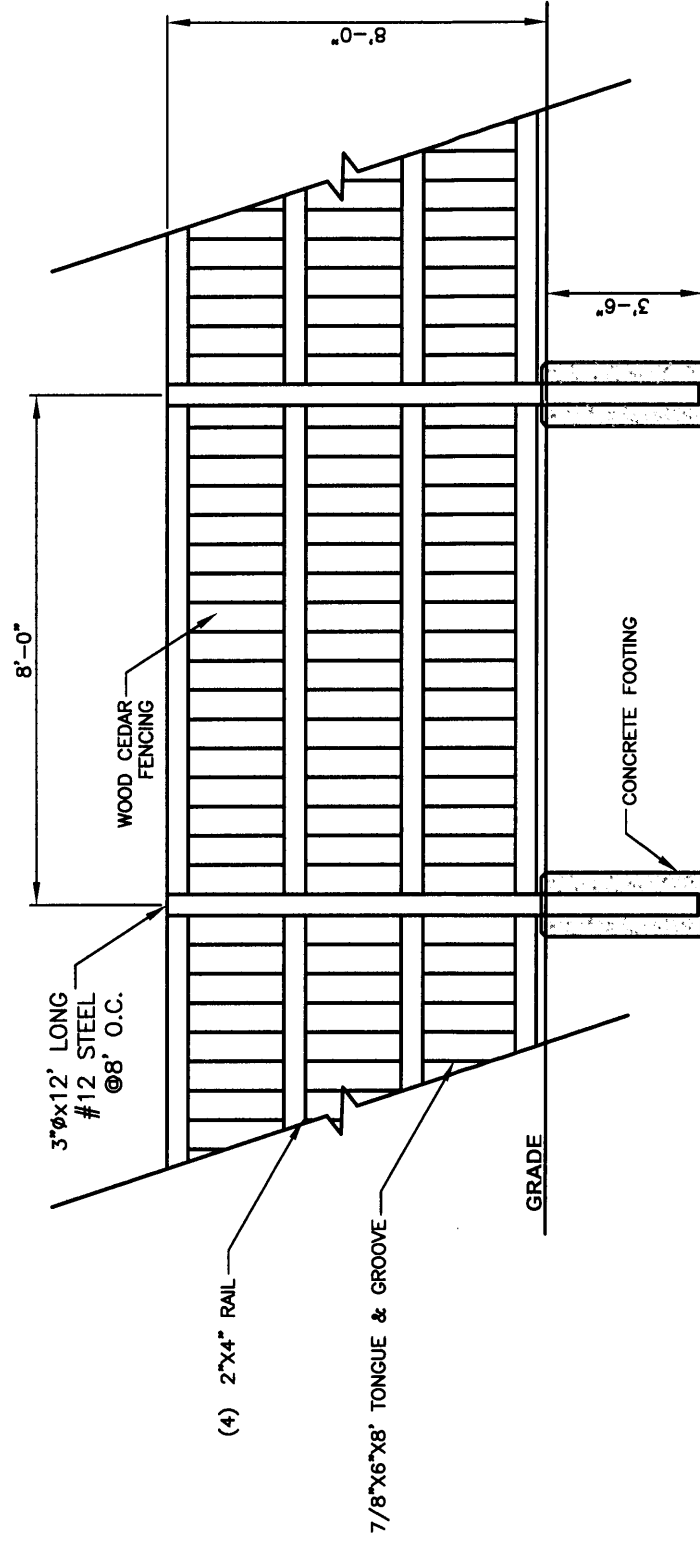
Proposed Use: Vehicle Facility.

Total Square Footage of Project: 11800

Project Acreage: 0.27







8-FOOT PRIVACY FENCE DETAIL

SCALE: NONE

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140

Special Exception Request to the Accessory Building Size Requirement of Section 3.03 D.4.d of the Zoning Ordinance and to the Accessory Building Height Requirement of Section 3.07 E. of the Zoning Ordinance to construct a new accessory structure at 1102 83rd Street. (Howe) (District 9) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Rosenberg, District 9, has been notified. Property owners within 100 feet of the property were notified of the public hearing by mail. The City Plan Commission is the final review authority.

LOCATION AND ANALYSIS:

Site: 1102 83rd Street

1. The applicant is proposing to construct a new accessory structure on this property zoned RD Two-Family Residential. The applicant is proposing to construct a 988 square foot garage on the property. The total area allowed for all accessory structures on the site is 840 square feet. The garage would also be constructed to a height of seventeen-feet-eight inches (17'-8"). The maximum height for an accessory structure is sixteen feet (16').
2. The applicant has requested an area and height exception to the Zoning Ordinance. Their plans and justification are attached.
3. Section 3.03 F. of the Zoning Ordinance includes specific criteria that must be met before the Review Authority can issue the Special Exception.
4. Staff has reviewed the Request and all of the criteria have been met. The size meets the criteria of Section 3.03 F.1.e.(1) as it does not exceed the total square footage or footprint of the two-story residence. The height meets the criteria of Section 3.03 F.d. as the height of the garage will not exceed the height of the primary residence or twenty-five feet (25'). The applicant will be siding the garage and the house with the same color and style of siding so they will match.
5. The applicant also appears to have moved a small 100 square foot shed from the subject property to the adjacent vacant property which he also owns. This is a violation since an accessory structure can not be erected or moved on to a property without a principal structure. Staff's recommendation is that this shed must be removed before a permit can be issued for the new garage.

RECOMMENDATION:

A recommendation is made to approve the Special Exception for the size and height of the Accessory Building, subject to the applicant removing the existing shed prior to obtaining a building permit.



Brian Wilke, AICP, Development Coordinator



Rich Schroeder, Deputy Director

City of Kenosha

Howe

Special Exception Request for Accessory Building



 Subject Property



0 150

Feet



FOR OFFICE USE ONLY

Date Filed _____

Received by _____

Receipt #: _____

APPLICATION FOR SPECIAL EXCEPTION FOR RESIDENTIAL ACCESSORY STRUCTURE*
Form #CD167 (rev. 03/20)

*for relief from the height restriction of sixteen feet (16') and/or the area restriction of 840 square feet

1102-83st
Location of Special Exception Request

APPLICANT SPENCER HOWE PHONE 262-945-9592

MAILING ADDRESS 10508-77st PLEASANT PRAIRIE 53158 E-MAIL SPENCERBHOWE@Icloud.com

OWNER (if different from applicant) _____ PHONE _____

MAILING ADDRESS _____ E-MAIL _____

If the applicant is other than the property owner, a notarized signature of the property owner authorizing the applicant to act on his/her behalf is required.

I/We SPENCER HOWE hereby apply for a Special Exception pursuant to Section
(Property Owner / Applicant)

Section 3.03 F of the City of Kenosha Zoning Ordinance for 1102-83st 451-005
(Address / parcel # of subject property)

to allow (describe request) Raise the height restriction to 18 feet and
increase the square footage to 988

(A separate sheet of paper may be used if additional space is required.)

I hereby authorize City of Kenosha staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements contained herein are true and correct to the best of my knowledge and belief.

Applicant's signature: Spencer Howe

AMBIT LAND SURVEYING
8120-312th Avenue
Wheatland, WI. 53105-8934
Licensed Professionals in
both Illinois & Wisconsin

PLAT OF SURVEY OF

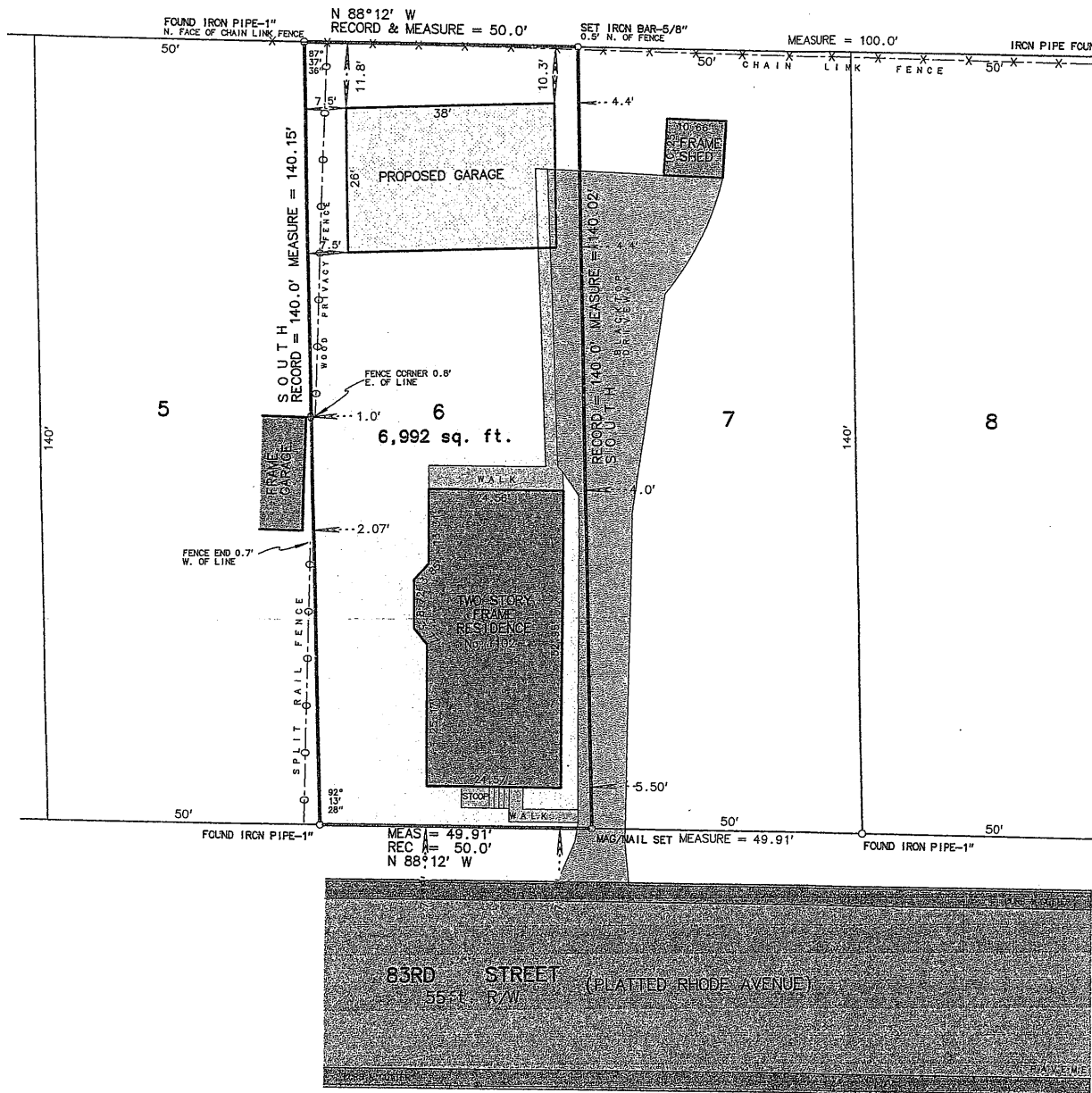
PHONE: 262-!

FAX: 262-!

EMAIL: ambitpls@

Lot 6 of RHODE'S SHERIDAN DRIVE SUBDIVISION, of part of the Southwest Quarter of the Southeast Quarter of Section 7, Town 1 North, Range 23 East of the 4th Principal Meridian, in the City of Kenosha, Kenosha County, Wisconsin.

PARCEL IDENTIFICATION No. 06-123-07-451-005



February 8, 2024:
SIZE AND LOCATION OF THE
PROPOSED GARAGE MODIFIED ONLY.

Fieldwork completed on and date of certification: September

I hereby certify that I have surveyed the above described property plat is a true representation thereof and shows the size and loc property, its exterior boundaries, the location and dimensions of structures thereon, boundary fences, apparent easements and roadway encroachments, if any.

This survey is made for the exclusive use of the present owners of and also those who purchase, mortgage or guarantee the title therel YEAR from the date hereof.

Dated at Wheatland, Wisconsin this 8th day of February

Mark A. Balander
Mark A. Balander

SCALE: 1 inch = 20 feet

ORDERED BY: S. Howe

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

#2

MENARDS

Design & Buy™

GARAGE

How to recall and purchase your design at home:

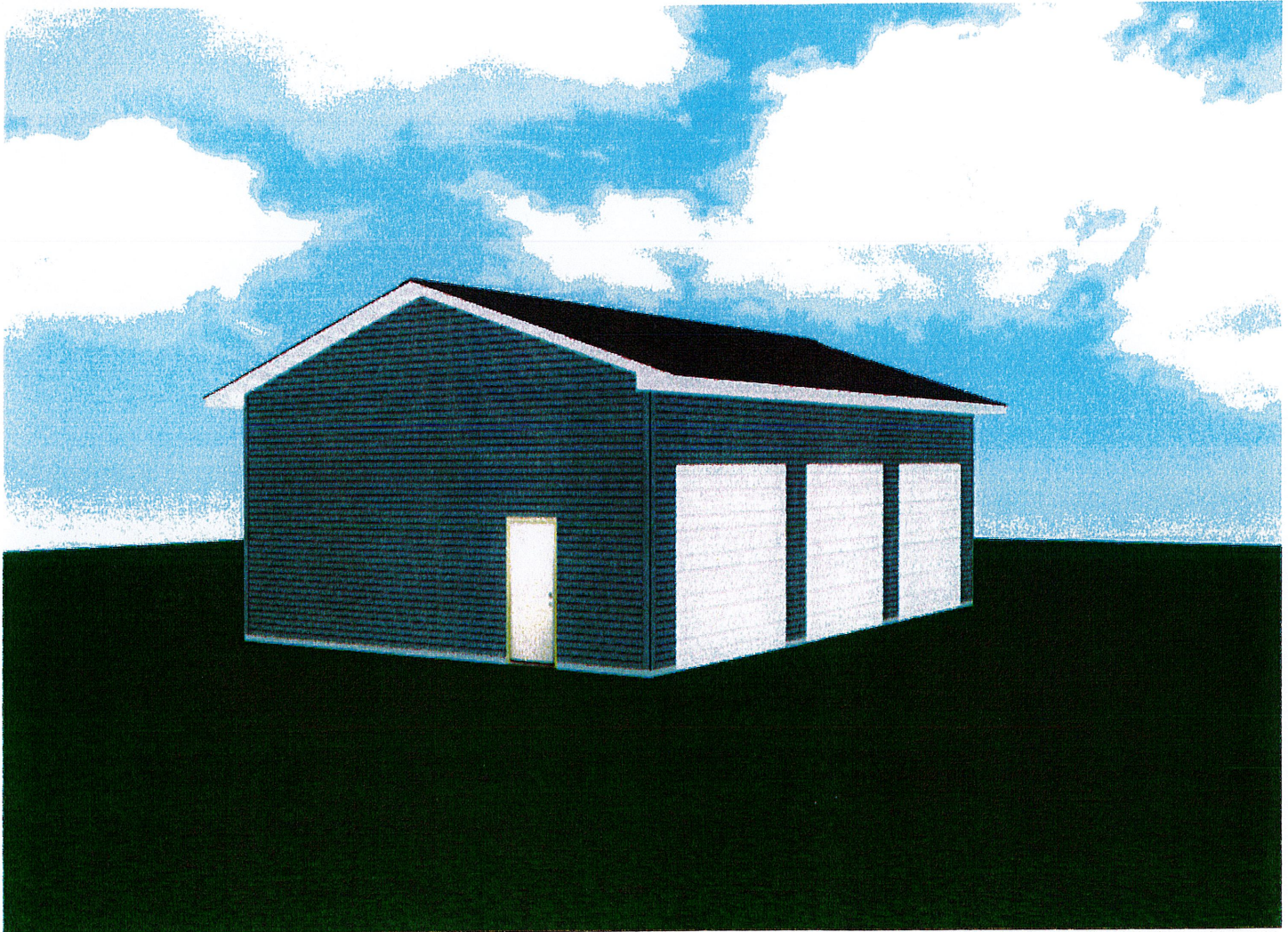


OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 312751596153
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 312751596153 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions



Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

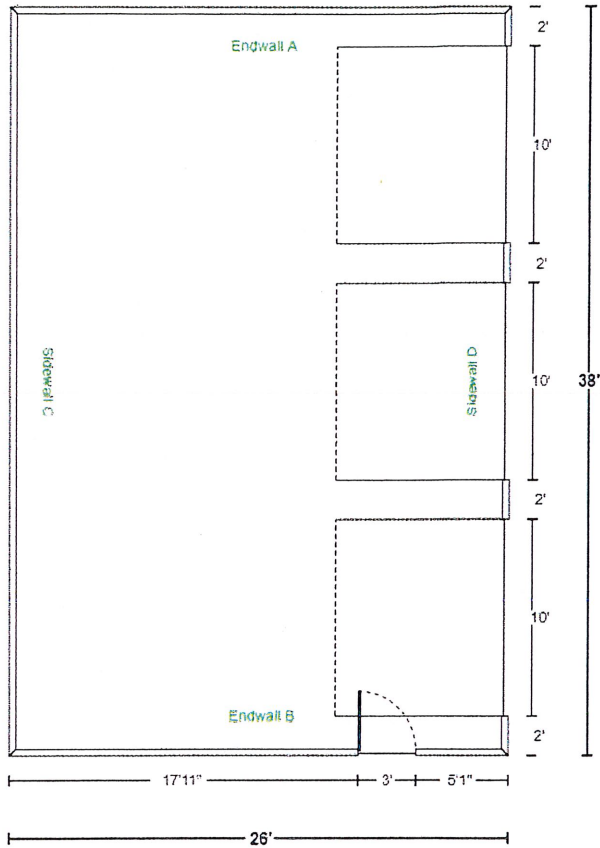
Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MEVARD'S

Design & Buy™

GARAGE



Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

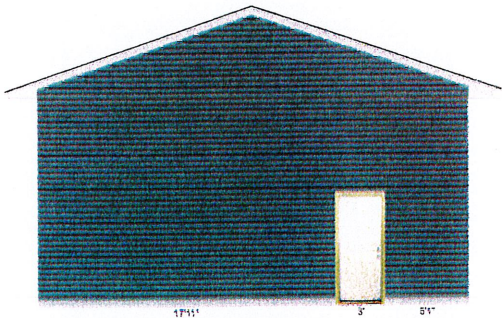
Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

Dimensions

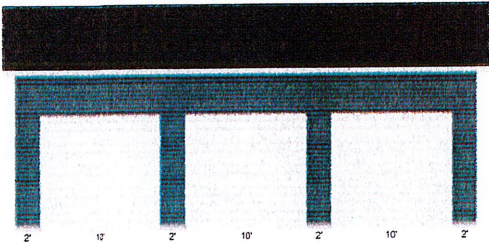
Wall Configurations

*Some items like wainscot, gutter, gable accents, are not displayed if selected.



ENDWALL B

Mastercraft® 36W x 80H Primed Steel 6-Panel



SIDEWALL D

10X9 White Deep Ribbed Torsion Spring

10X9 White Deep Ribbed Torsion Spring

10X9 White Deep Ribbed Torsion Spring

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

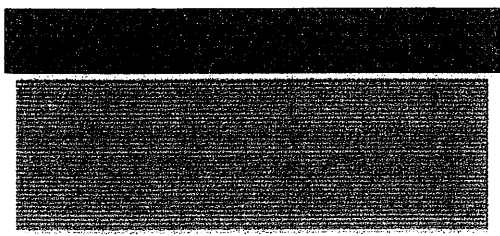
Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

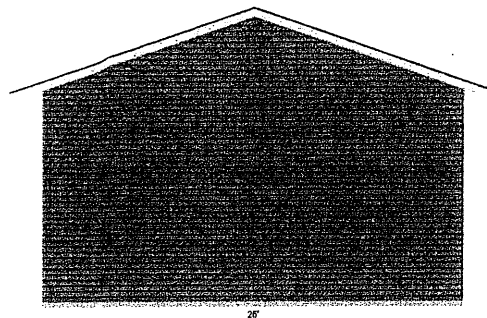
MENARDS

Design & Buy™

GARAGE



SIDEWALL C



ENDWALL A

Date: 2/07/2024 - 3:50 PM
Design ID: 312751596153
Estimate ID: 1209
Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*



Materials

Building Type

Building Location Zip Code: 53140
Building Type: Gable

Building Info

Building Width: 26'
Building Length: 38'
Building Height: 12'
Wall Framing Stud: 2 x 6
Roof Framing: Truss Construction
Truss Type: Common (24" on center spacing)
Roof Pitch: 4/12 Pitch
Eave Overhang: 24"
Gable Overhang: 12"
Curb: Poured Curb
Curb Height: 4"
Foundation Type: Poured
Custom Garage Plan: No I do not need a custom building plan

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*



Wall Info

Siding Material Types:

Vinyl Siding:

Vinyl Corner Trim Color:

Accent Material Type:

Wainscot Material Type:

Wall Sheathing:

House Wrap:

Gable Vents:

Vinyl

ABTCO® Cedar Creek™ Double 4, Color: Slate Blue

Slate Blue

None

None

7/16 x 4 x 8 OSB(Oriented Strand Board)

Kimberly-Clark BLOCK-IT® 9'x75'House Wrap

None

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*



Roof Info

Roof Sheathing:	1/2 x 4 x 8 OSB(Oriented Strand Board)
Roofing Material Type:	Architectural Shingle
Architectural Roofing:	Owens Corning® TruDefinition® Duration® Limited Lifetime Warranty Architectural Shingles (32.8 sq. ft.), Color: Desert Rose
Roof Underlayment:	Owens Corning® ProArmor® Synthetic Roofing Underlayment 42" x 286' (1,000 sq. ft.)
Ice and Water Barrier:	Owens Corning® WeatherLock® G Granulated Self-Sealing Ice and Water Barrier 3' x 66.7'(200sq.ft)
Fascia Material Type:	Textured Aluminum Fascia
Fascia:	6" x 12' Aluminum Rustic Fascia, Color: White
Soffit Material Type:	Aluminum Soffit
Soffit:	16" x 12' Aluminum Vented Soffit, Color: White
Gutter Material Type:	None
Ridge Vent:	None
Roof Vents:	None

Openings

Service Door:	Mastercraft® 36Wx 80H Primed Steel 6-Panel
Overhead Door:	10X9 White Deep Ribbed Torsion Spring
Additional Information:	C5ESS Torsion Spring
Overhead Door:	10X9 White Deep Ribbed Torsion Spring
Additional Information:	C5ESS Torsion Spring
Overhead Door:	10X9 White Deep Ribbed Torsion Spring
Additional Information:	C5ESS Torsion Spring
Overhead Door Trim Type:	Vinyl
Vinyl Trim Color:	White

Date: 2/07/2024 - 3:50 PM

Design ID: 312751596153

Estimate ID: 1209

Estimated Price: \$16,537.22

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS®

Design & Buy™
GARAGE

Additional Options

Ceiling Insulation:	None
Wall Insulation:	None
Ceiling Finish:	None
Wall Finish:	None
Mounting Blocks:	No
Hydronic Radiant Heat:	No
Anchor bolt:	Grip Fast® 1/2 x 10 HDG Anchor Bolt w/ Nut & Washer
Framing Fasteners:	Grip Fast® 3-1/4 16D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Sheathing Fasteners:	Grip Fast® 2-1/2 8D Vinyl-Coated Smooth Shank Sinker Nail - 5 lb. Box
Roofing/Shingle Fasteners:	Grip Fast® 1-1/4 Electro-Galvanized Coil Roofing Nails - 7,200 Count
Truss Fastener:	FastenMaster® TimberLOK® 5/16 x 6 Hex Drive Black Hex Head Timber Screw - 50 Count
Overhead Opening Hardware:	No

hot tub or spa to meet setback requirements of Section 3.03.D.5. without cost to the City; moreover, should the applicant or their successor in interest otherwise be entitled to compensation for removal or relocation of their swimming pool, hot tub or spa for enforcement of an eminent domain right, the applicant and their successor-in-interest waive compensation for any damages associated with the removal of the structure, such waiver shall specifically include cost for the relocation of the swimming pool.

6. **Decks.** A deck shall not be closer than five (5) feet to an interior side property line, nor closer than fifteen (15) feet to a rear property line.
7. **Nonconforming Buildings and Structures.** Buildings or structures which were nonconforming as to yard requirements, and which continue to be nonconforming as to yard requirements established by this Ordinance, shall continue to be considered nonconforming and shall not be entitled to the yard exceptions outlined in this Section. Repairs, alterations and additions are permitted to nonconforming buildings and structures as provided in Section 7.0 of this Ordinance.

E. Building Height Exceptions.

1. **Single-family Residences.** Single-family residences in the RR-1, RR-2, RR-3, RS-1, RS-2, RS-3 and RG-1 Districts may be increased in height by not more than ten (10) feet above the district height limit when interior side yards are increased to a minimum fifteen (15) feet provided that such residences shall not exceed forty-five (45) feet in height.
2. **Antennas.** Television and radio receiving antennas, used exclusively for a residence, may be erected to a height which exceeds the height limit established for any residential district, but in no instance may exceed forty-five (45) feet in height.
3. **Secondary Religious Facilities.** Accessory secondary religious facilities servicing a religious institution located in a residential district may be erected to a height which exceeds the accessory building height limit established for the district, but shall not exceed the principal building height limit established for the district.

F. Special Exceptions—Residential Accessory Building or Structures. A Special Exception from the eight hundred forty-square foot limitation of Subparagraph 3.03.D.4.d. or the height restrictions for an accessory building or structure may be granted where such Special Exception(s) will not be contrary to the spirit and purpose of this Ordinance.

1. **Exemption Criteria—**A Special Exception shall meet the following criteria:
 - a. The architectural appearance and functional design of the building or structure and site shall not be so dissimilar to the existing principal buildings and area so as to cause impairment of property values or a blighting influence. All sides of the principal and accessory buildings or structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.

- b. Relief cannot be contrary to covenants associated with the subject property.
 - c. For all residential districts, a maximum of two (2) accessory buildings, structures or combination building and structure shall be permitted.
 - d. No accessory building or structure shall exceed the height of the principal building. However, in no case shall such accessory building or structure exceed twenty-five (25) feet in height in any residential district.
 - e. A Special Exception may be granted for accessory buildings or structures as accessory uses in residential areas provided:
 - (1) The total square footage of the footprint of all detached covered accessory buildings and/or structures is not larger than the smaller of the following:
 - i. Eighty (80) percent of the total square footage of the footprint of a single-story principal building's livable space; or
 - ii. One hundred (100) percent of the total square footage of a multi-story principal building's livable space; or
 - iii. The total square footage of the footprint of the multi-story principal building; and
 - (2) The maximum square footage of the footprint of all accessory buildings or structures does not exceed one thousand (1,000) square feet.
 - f. Doors shall not exceed nine (9) feet in height.
 - g. No negative impacts on stormwater runoff. A grading plan may be required.
 - h. Utilizing the list of surrounding property owners, within one hundred (100) feet of subject property, which measurement excludes street rights-of-way, the Administrator shall mail to all such listed property owners, by regular mail, a copy of the public notice for the proposed appeal or application. It shall be sufficient that such written notice is addressed to such owner at the address stated on said roll. If no owner is stated on the tax roll, or no address appears thereon, the written notice to such property shall not be required. Failure of a property owner to receive said notice shall not invalidate any action taken by the City Plan Commission.
2. Additionally, in consideration of a Special Exception request, the City may impose additional conditions to protect the best interests of the surrounding area or the City as a whole. Violation of any such condition is a violation of this Section and Ordinance. Additional conditions imposed may include, but are not limited to, the following:
- a. Require the use of trim, lighting or other additional architectural detail to soften the impact of the bulk and height of the proposed structure(s) or building(s).
 - b.

Require the visibility of the accessory building(s) or structure(s) be minimized as viewed from adjacent lots and rights-of-way through the use of topography, increased setbacks, fencing, or existing or proposed vegetative landscaping.

- c. Require garage door openings are placed so as to reduce their visibility from adjacent lots and rights-of-way.
 - d. Require the accessory building(s) or structure(s) be reasonably compatible with the architectural detail of the principal structure. The applicant holds the burden of proving the proposed building(s) or structure(s) are reasonably compatible with the architectural detail of the principal structure.
 - e. Require the use of the same or similar window and exterior door proportion and type, as the principal building, to soften the impact of the bulk and height of the proposed structure(s).
 - f. Require general compatibility with adjacent and other property in the district.
3. **Application Procedure.** Any application for a Special Exception must be submitted on forms provided by the Administrator. The application must be filed with the Administrator. In order to be accepted for filing, the application must be accompanied by a receipt from the Department of City Development indicating payment of the five hundred dollar (\$500.00) application fee. Within thirty (30) days of receipt of the application, the Administrator or designee thereof, shall submit a written report and a recommendation to the City Plan Commission. The City Plan Commission, within sixty (60) days of receipt of the application, shall either grant or deny the application for a Special Exception after conducting a public hearing. An applicant objecting to the decision of the City Plan Commission related to the Special Exception Request may appeal the decision to the Common Council. Such appeals must be filed with the Department of City Development within thirty (30) days of the decision by the City Plan Commission, and must include the payment of the fee therefor established by the Common Council, from time to time by resolution.

Notwithstanding the above procedure, if the owner of any property is required to be notified pursuant to Subsection 3.03.F.1.h. objects to the application in writing to the Administrator, the Special Exception request may only be granted upon an affirmative vote of a minimum of three-quarters ($\frac{3}{4}$) of either the City Plan Commission members voting on the Special Exception of the Common Council members voting on the Special Exception upon appeal.

G. Home Occupations.

1. **Purpose.** It is the intent of this Section to permit home occupations in any residential dwelling, provided such uses conform to the standards and conditions set forth in this Section. Custom and tradition are intentionally excluded as criteria. In general, a home



February 22, 2024

PUBLIC MEETING NOTICE
Accessory Building Exception
Address (1102 83rd Street)

Property Owner:

The property owner, Spencer Howe, is requesting a Special Exception to the requirements of Section 3.03 D.4.d. of the Zoning Ordinance relating to the maximum size of Accessory Buildings and to the requirements of Section 3.07 E. of the Zoning Ordinance relating to the maximum height of Accessory Buildings..

The Request is to construct a twenty-six foot (26') by thirty-eight foot (38') new detached garage at a height of seventeen-feet-eight-inches (17'-8"). The maximum size of all accessory structures is 840 square feet and the maximum height permitted for an accessory structure is sixteen feet (16').

You are being notified of this public hearing as the owner of property within 100-feet of the proposed Special Exception Request. The enclosed map identifies the boundaries of the Request.

A public hearing will be held as follows:

City Plan Commission Meeting
Thursday, March 7, 2024 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.

Additional information regarding this Special Exception Request is on file with the Department of City Development, Room 308. Please contact Brian Wilke at 262.653.4049 or via email at bwilke@kenosha.org with any question or for further information.

BRW:
Enclosure



CITY PLAN COMMISSION
Staff Report - Item #12

Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Special Exception Request from AVR Real Estate, LLC to construct a fuel canopy sign at 2207 60th Street. (Kenosha Gas Stop) (District 12) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Dyson, District 12, has been notified. Aldersperson MacKay and Aldersperson Siel were also notified as this property is within 100 feet of their Districts. This item is reviewed by the City Plan Commission.

LOCATION AND ANALYSIS:

Site: 2207 60th Street

1. The applicant's contractor submitted a Sign Permit to install a channel letter sign on the east facade of the existing fuel canopy. Chapter 15 of the Code of General Ordinances for Signs allows canopy signs up to fifteen percent (15%) of the canopy area as a maximum size. In this case, the facade of the fuel canopy is 120 square feet of area, which would allow a sign with a maximum area of eighteen (18) square feet. The contractor submitted a sign permit for a sign which is 32.2 square feet. The special exception request is for a sign that would be forty-four (44) square feet in size.
2. The applicant's contractor has stated that the intersection of 22nd Avenue and 60th Street is very busy, and therefore a larger sign is needed for traffic safety. The east facade does not directly face the intersection. Also, the existing Citgo signs, which comply with the size requirements of the Sign Code, currently comply with the maximum size requirement of the Sign Code. Those signs have been installed since 2012.
3. The Code of General Ordinances for Special Exceptions, Section 15.17 B. states *"Upon application for a Special Exception, the City Plan Commission may, after investigation and public hearing, grant a Special Exception from the terms of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice"* Staff does not believe that an exception should be granted for this sign. There is nothing unique to this site that would necessitate a Special Exception. A smaller sign which meets the Sign Code requirements would still be large enough to attract attention to the business.

RECOMMENDATION:


A recommendation is made to deny the Special Exception.

Brian R Wilke, AICP Development Coordinator


Rich Schroeder, Deputy Director

Kenosha Gas Stop Special Exception for Sign



 Kenosha Gas Stop



0 150

Feet



FOR OFFICE USE ONLY

Date Filed _____

Received by _____

Receipt Number _____

APPLICATION FOR SPECIAL EXCEPTION FOR SIGNS
Form #CD169 (rev. 03/20)

Kenosha Gas Stop - 2207 60th St, Kenosha, WI

Location of Special Exception Request

APPLICANT Reggie Peters - Lemberg Electric PHONE 262-202-9145

MAILING ADDRESS 4085 N 128th St, Brookfield, WI, 53005 E-MAIL rpeters@lembergelectric.com

OWNER (if different from applicant) Vijay Rao PHONE (262)705-6153

MAILING ADDRESS 2207 60th St, Kenosha, WI E-MAIL Vijayrao307@gmail.com

If the applicant is other than the property owner, a notarized signature of the property owner authorizing the applicant to act on his/her behalf is required.

I/We Vijay Rao hereby apply for a Special Exception pursuant to Section
(Property Owner / Applicant)

15.17 B of the City of Kenosha Code of General Ordinances for 2207 60th St, Kenosha, WI
(Address / parcel # of subject property)

to allow (describe request) Please see attached statement for request.

(A separate sheet of paper may be used if additional space is required.)

I hereby authorize City of Kenosha staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements contained herein are true and correct to the best of my knowledge and belief.

Applicant's signature: Reggie Peters Reggie Peters - PM, Lemberg Electric



4085 North 128th Street, Brookfield, WI 53005
phone 262.781.1500 - fax 262.781.1540
www.LembergElectric.com



SERVICE



SIGNS



DATA COMM



ENERGY TECH



CONSTRUCTION

February 2, 2024

City of Kenosha – City Development
625 52nd St
Kenosha, WI, 53140

RE: Kenosha Gas Stop -

To whom it may concern,

Lemberg Electric, on behalf of Vijay Rao and Kenosha Gas Stop is respectively requesting a special exception to install lettering on his gas station canopy that exceeds the allowed 18 square feet of sign footage allowed per code.

Included in our application packet is a rendering on page 5 of what this lettering would look like at the requested 18 square feet. On a canopy of that size, the lettering looks quite small and could create a possible traffic hazard.

My client is respectively requesting lettering that is 21” high, and covers a total area of 44 square feet. A rendering of this is included on page 3 of this application.

If this is too large of a variance, my client has asked that you also consider his signage at 19” high, which covers a total area of 35.86 square feet. This rendering is on page 4 of our drawing package.

The intersection of 22nd Avenue and 60th Street is a busy one, seeing large traffic volumes at any time of day. Having a clear label on a building that cars and pedestrians can read without diverting their attention will help to preserve the safety of this intersection.

Additionally, with the pending road construction and relocation of his property lines, Mr. Rao is foreseeing the hardship of access to his business through no fault of his own. This attractive and high-quality signage helps to distinctly label his establishment, as well as create continuity with the signage that is already installed.



4085 North 128th Street, Brookfield, WI 53005
phone 262.781.1500 • fax 262.781.1540
www.LembergElectric.com

Page # 2

Finally, if this canopy were considered as a wall at approximately 20 ft. in height, rather than 3 ft, the allowed signage area would be 120 square feet. If this were the case, his requested signage would meet code guidelines by a large margin.

We thank you for your time and consideration of this application. Please do not hesitate to reach out to me with any concerns or to request additional information.

Reggie Peters

Reggie Peters
Project Manager – Lemberg Electric

KENOSHA GAS STOP

Kenosha Gas Stop

2207 60th Street, Kenosha, WI 53140

Drawing Package Title: Kenosha Gas Stop Signage 1 (9)

Date: 1-29-24

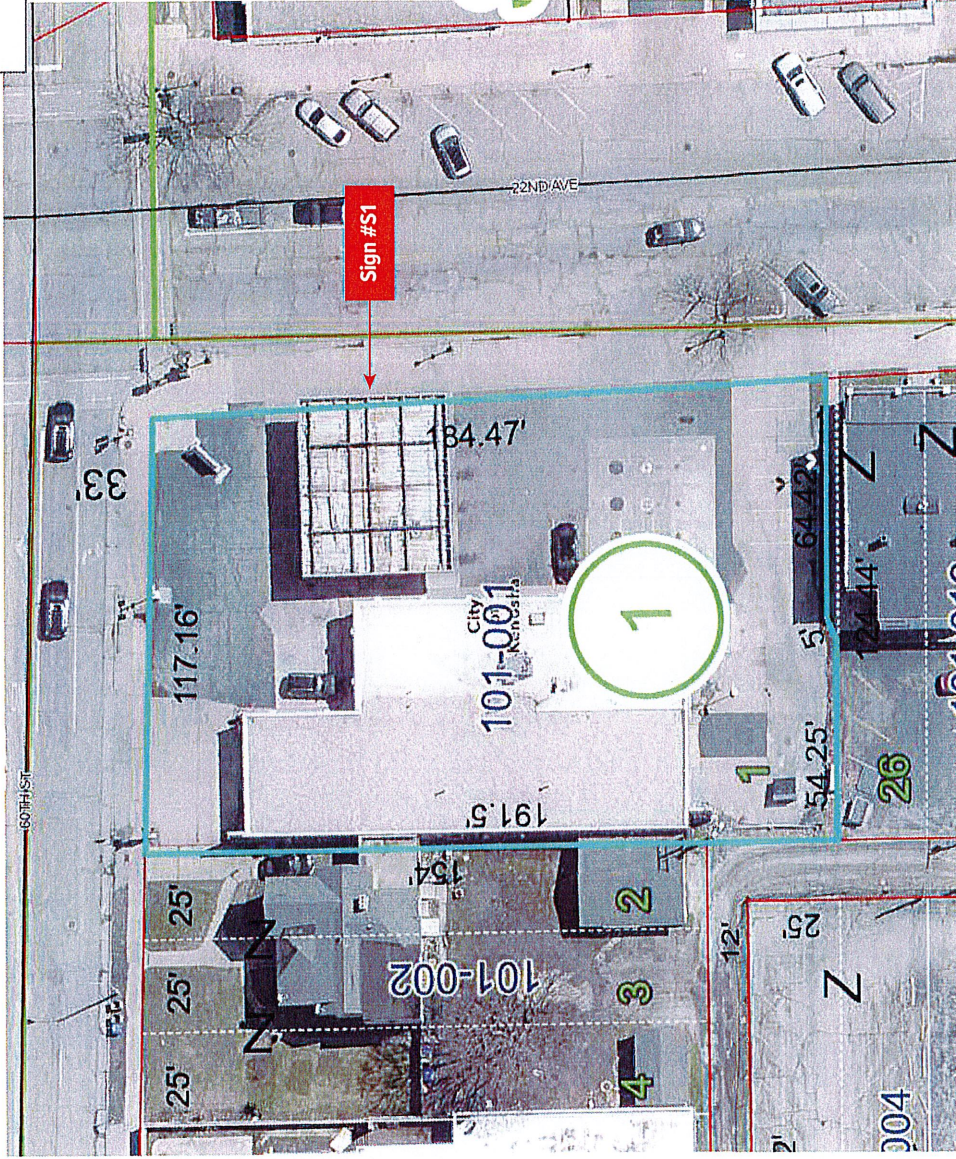
4085 North 128th Street
Brookfield, WI 53005
p. 262-781-1500
www.LembergElectric.com



LEMBERG

CONCEPTUAL DRAWING

1 of 6



4885 North 129th Street
Brookfield, WI 53005
p. 262-781-1500
www.LembergElectric.com



LEMBERG

Client / Location or Project / Sign Classification / Version or Sheet / Revision / Drawing Status
KenoshaGasStop_MAP_v02_r00_D

Date:
1-12-24

Scale: NTS

Paper Size: 11x17

Signature / Date:

Sales Representative: Brian Pritzkow

Project Manager: Reggie Peters

Designer: Eric Bailey / MCM

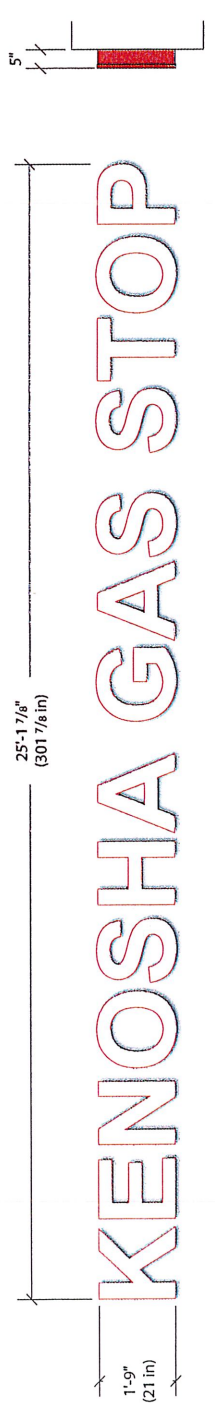
Client: Kenosha Gas Stop

Location: 2207 60th Street

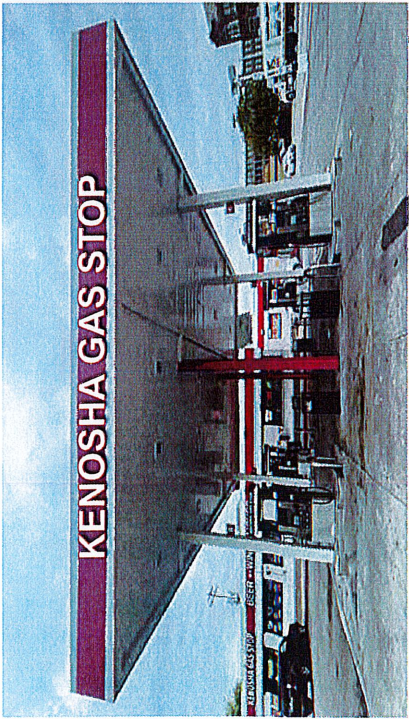
City: Kenosha, WI 53140

These designs are the exclusive property of Lemberg Electric Inc. Use or adaptation without expressed written permission of Lemberg Electric Inc. is prohibited. Drawings are for conceptual use only. The document represents an approximation of materials & colors. Actual product colors may vary.

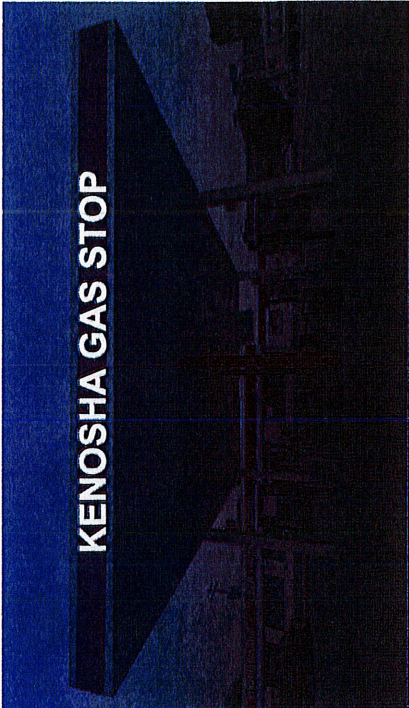
#S1	Channel Letter Specifications
One (1) Set of Face-Lit Channel Letters, Individually Mounted.	
Illuminated / Single Sided / UL approved fabrication	
Photocell for Automatic On & Off Lighting Control	
Remote Located Power Supplies (120 / 277v Universal)	
44 Sq'	
(A) Channel Letters	
5" deep aluminum returns (red) / 1" trim cap (red) / White Acrylic faces / Internal white LED illumination (standard white). Letters are individually mounted through letter backs with appropriate fasteners for wall type, and set up with Paige Wall Busters (98P0014 (14")). Letters to have 3/8" mounting holes (NO RIVNUTS).	
Colors	
Paint	(P-1) -
Vinyl Graphics	(V-1) -
Specialized Products	
	(S-1) Acrylic -
	(S-2) Red Returns
	(S-2) Red Trimcap





Side View



Proposed Location



Illumination



4085 North 14th Street
Brookfield, WI 53005
p. 262-781-1500
www.LembergElectric.com

Client: Kenosha Gas Stop	Sales Representative: Brian Prizkow	Scale: 3/8" = 1'
Location: 2207 60th Street	Project Manager: Reggie Peters	Paper Size: 11x17
City: Kenosha, WI 53140	Designer: Eric Bailey / MCM	Signature / Date:

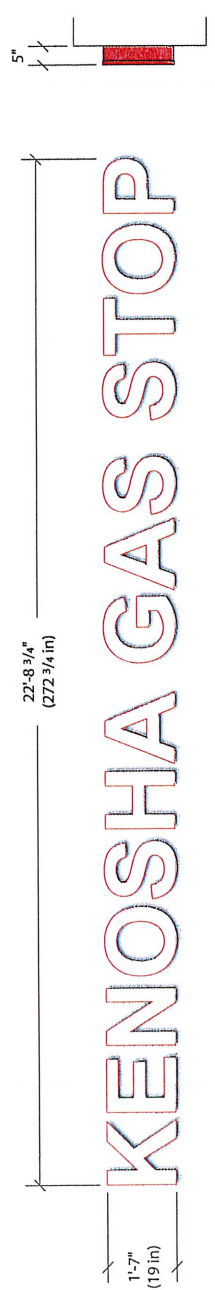
These designs are the exclusive property of Lemberg Electric Inc. Use or duplication without expressed written permission is prohibited. Drawings are for conceptual use only. The document represents an approximation of materials & colors. Actual product colors may vary.

Client / Location or Project / Sign Classification / Version or Sheet / Revision / Drawing Status
KenoshaGasStop_CL_v01_r04_D

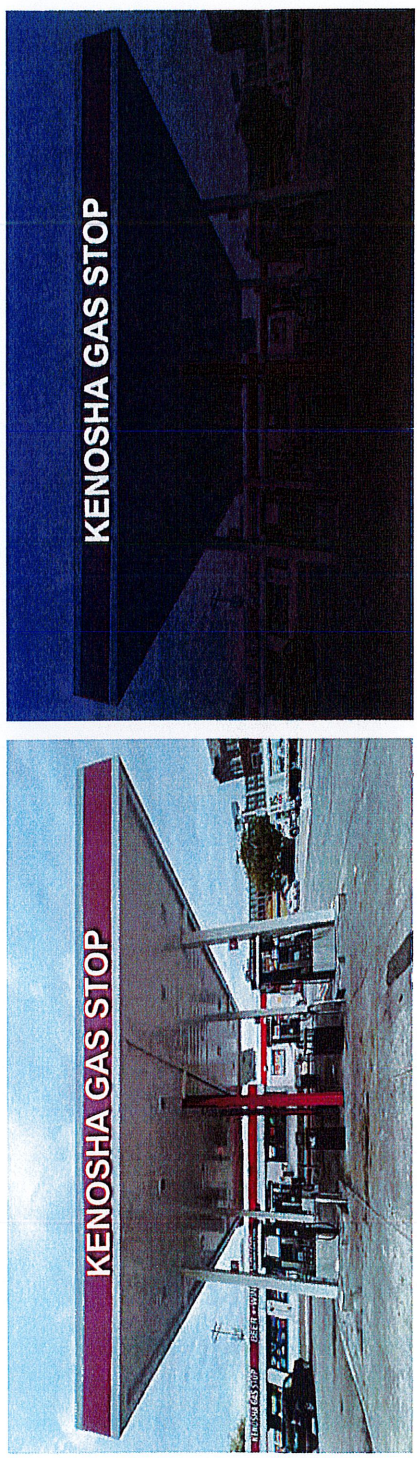
Date:
1-29-24

***AS PROPOSED AT 44 S.F.**

#S1	Channel Letter Specifications
One (1) Set of Face-Lit Channel Letters, Individually Mounted.	
Illuminated / Single Sided / UL approved fabrication	
Photocell for Automatic On & Off Lighting Control	
Remote Located Power Supplies (120 / 277v Universal)	
35.86 Sq'	
(A) Channel Letters	
5" deep aluminum returns (red) / 1" trim cap (red) / White Acrylic faces / Internal white LED illumination (standard white). Letters are individually mounted through letter backs with appropriate fasteners for wall type, and set up with Paige Wall Busters (98P0014 (14")). Letters to have 3/8" mounting holes (NO RIVNUTS).	
Colors	
Paint (P-1) -	
Vinyl Graphics (V-1) -	
Specialized Products	
(S-1) Acrylic ✓	
(S-2) Red Returns ?	
(S-2) Red Trimcap ?	




Side View



Proposed Location

Illumination



4085 North 128th Street
Brookfield, WI 53005
p. 262-781-1500
www.LembergElectric.com

Client: Kenosha Gas Stop	Sales Representative: Brian Pritzlow	Scale: 3/8" = 1'
Location: 2207 60th Street	Project Manager: TBD	Paper Size: 11x17
City: Kenosha, WI 53140	Designer: Eric Bailey / MCM	Signature / Date:

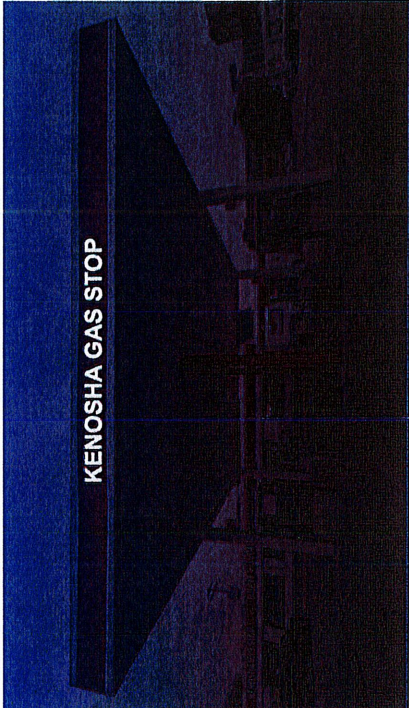
Client / Location or Project Sign Classification / Vendor or Sheet / Revision / Drawing Status
KenoshaGasStop_CL_v01_r03_D
Date: 1-12-24

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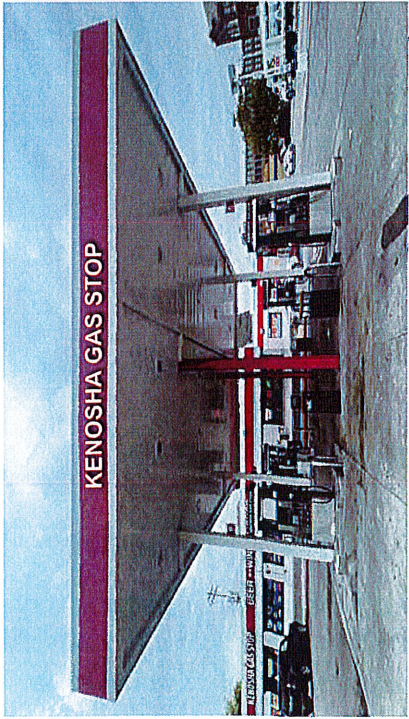
* AS PROPOSED (OPTION 2) AT 35.86 S.F.

CONCEPTUAL DRAWING	
#S1	Channel Letter Specifications
One (1) Set of Face-Lit Channel Letters, Individually Mounted.	
Illuminated / Single Sided / UL approved fabrication	
Photocell for Automatic On & Off Lighting Control	
Remote Located Power Supplies (120 / 277v Universal)	
18 Sq'	
(A) Channel Letters 5" deep aluminum returns (red) / 1" trim cap (red) / White Acrylic faces / Internal white LED illumination (standard white). Letters are individually mounted through letter backs with appropriate fasteners for wall type, and set up with Paige Wall Busters (98P0014 (14")); Letters to have 3/8" mounting holes (NO RIVNUTS).	
Colors	_____
Paint	(P-1) - _____
Vinyl Graphics	(V-1) - _____
Specialized Products	_____
	(S-1) Acrylic ✓
	(S-2) Red Returns
	(S-2) Red Trimcap

This rendering shows the size of the signage on the canopy if it were to follow the 18 sq.ft. code requirement.



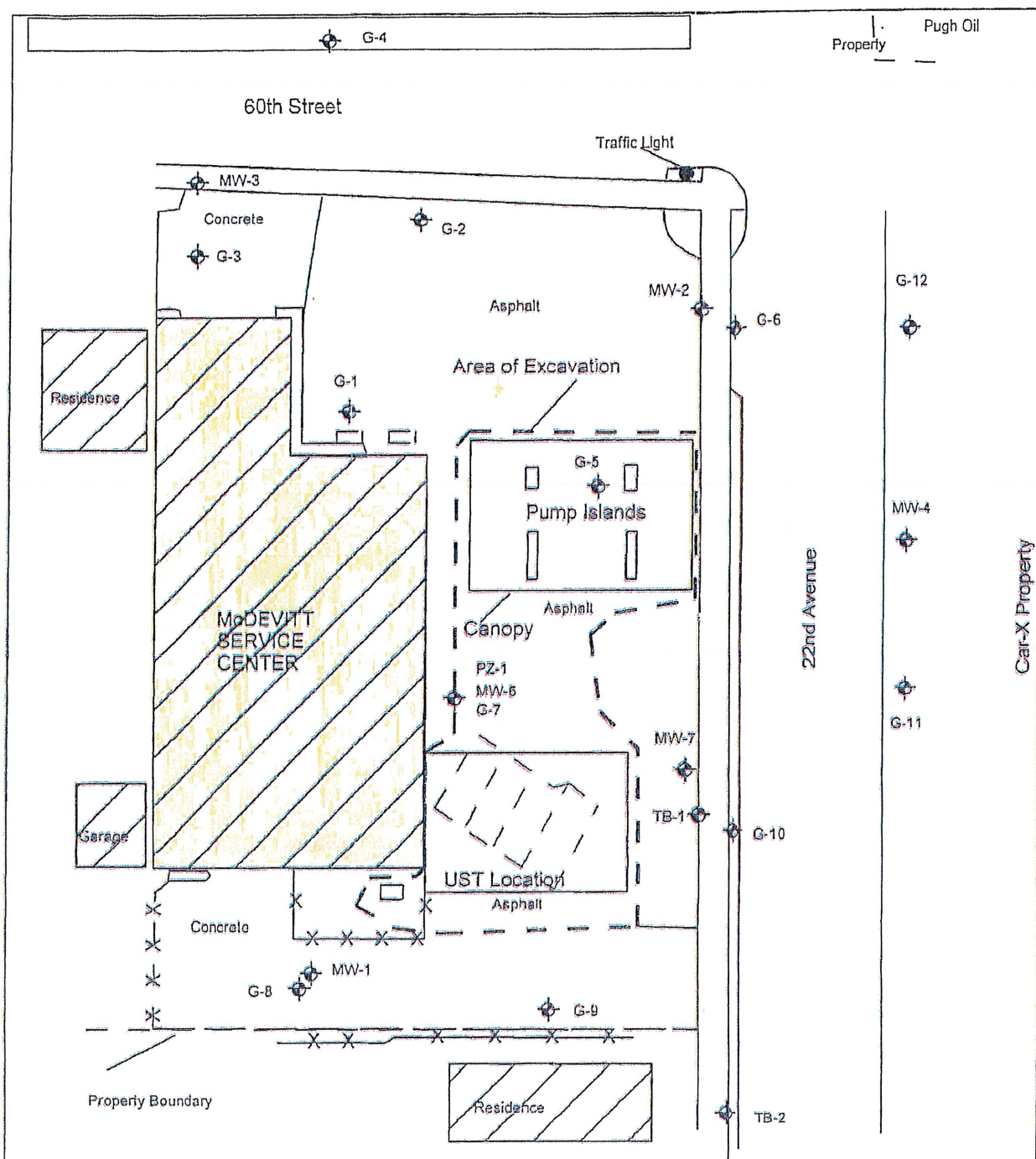
Illumination



Proposed Location

 4085 North 128th Street Brookfield, WI 53005 P. 262-781-1500 www.LembergElectric.com	Client: Kenosha Gas Stop	Sales Representative: Brian Pritzkow	Scale: 3/8" = 1'
	Location: 2207 60th Street	Project Manager: Reggie Peters	Paper Size: 11x17
City: Kenosha, WI 53140		Designer: Eric Bailey / MCM	Signature / Date:
These designs are the exclusive property of Lemberg Electric Inc. Use or duplication without expressed written permission of Lemberg Electric Inc. is prohibited. Drawings are for conceptual use only. The document represents an approximation of materials & colors. Actual product colors may vary.			
KenoshaGasStop_CL_v02_r00_D			Date: 1-29-24

*EXAMPLE OF SIGN WHICH MEETS CODE



Envirogen's Conditional Site Closure Request dated 1/27/1999 was referenced for map data.

MW-5

<p>N</p> <p>Soil Borings</p> <p>0 15 30</p> <p>1" = 30'</p>	EXCAVATION LOCATION MAP		Figure 3
	2207 60th Street, Kenosha, Wisconsin 53140		Project # P99-12081WI
	By: Gabriel Environmental Services 5803 52nd Street, Kenosha, Wisconsin 53144		Last Rev. 02/18/03 JB

15.18. - Penalty.

Any Person who shall violate or cause to be violated any provisions of this Ordinance, shall upon conviction thereof, be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), together with the costs of prosecution, and in default of timely payment thereof, shall be committed to the Kenosha County Jail for a term not exceeding ninety (90) days. Each day a violation exists, or continues, shall constitute a separate offense.

TABLE 1

SIGN DESCRIPTIONS	ZONING DISTRICTS				
	B-1/B-2/B-3	IP	M-1/M-2	RG/RS/RD/RR	RM
Banners* [Mounted flush to principal building only—see Ordinance requirements]	PERMITTED	PERMITTED	PERMITTED	NOT PERMITTED	NOT PERMITTED
Canopy Structures* [Not to exceed 15% per side of each canopy face.]	PERMITTED	PERMITTED	PERMITTED	NOT PERMITTED	NOT PERMITTED
Construction: One (1) sign per street footage. Parcels 100,000 s.f. or less: 64 s.f. maximum sign area. Parcels 100,000+: 96 s.f. maximum sign area.	PERMITTED Refer to Previous Criteria.	PERMITTED Refer to Previous Criteria.	PERMITTED Refer to Previous Criteria	Single Family: Not to exceed sixteen (16) square feet	Multi-family: Refer to previous criteria
Directional/Information* [8 s.f. sign area/3 foot max. height.]	PERMITTED	PERMITTED	PERMITTED	PERMITTED	PERMITTED



View of Canopy with Citgo Signs



**CITY PLAN COMMISSION
Staff Report - Item #13**

**Thursday, March 7, 2024 at 5:00 pm
Municipal Building
625 52nd Street – Room 202 – Kenosha, WI 53140**

**Development Agreement between the City of Kenosha, the Kenosha Water Utility, and 38th Street, LLC
for Development Phases, II, III and IV. (District 16) PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Dominic Ruffalo, District 16, has been notified. The Common Council and the Board of Water Commissioners are the final review authorities upon recommendation of the City Plan Commission, Public Works Committee and Storm Water Utility Committee.

LOCATION AND ANALYSIS:

Site: Uline Phase II, III and IV located west of 128th Avenue, north and south of 38th Street

1. This agreement would cover the next 3 phases of the Uline Development. The developer will be responsible for reconstructing 38th Street and install utilities from 128th Avenue to just west of CTH UE.
2. The City as part of a TID will reconstruct 128th Avenue from 38th Street to 60th Street. The Developer will also contribute \$2 million towards additional street improvements that may be required in the future.
3. The exhibits for the agreement are still being finalized and will be provided at or prior to the meeting.

RECOMMENDATION:

A recommendation will be provided at the meeting.

Rich Schroeder, Deputy Director

<p>Document Number</p>	<p>DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KENOSHA, THE KENOSHA WATER UTILITY AND 38TH STREET, LLC FOR DEVELOPMENT PHASES II, III AND IV <i>[3/01/2024 Final]</i></p> <p>Document Title</p>	<p>This space is reserved for recording data</p> <hr/> <p>Return to:</p> <p>Attorney Matthew A. Knight Office of the City Attorney 625 52nd Street, Room 201 Kenosha, WI 53140</p> <hr/> <p>Parcel Identification Numbers</p> <p>parcel # 08-221-25-252-041 08-221-25-351-200 08-221-25-351-101 08-221-25-351-400 08-221-25-351-105</p>
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DEVELOPMENT AGREEMENT

Between

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

And

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

And

**38TH STREET, LLC
A Delaware Limited Liability Company —**

This Development Agreement, ("Agreement") effective as of the last date of execution (the "Effective Date") 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 Wisconsin Statute § 66.0805 ("Utility"), and 38th Street, LLC, a Delaware limited liability company, with principal offices located at 12575 Uline Drive, Pleasant Prairie, Wisconsin 53158 ("Developer"), collectively referred to as the Parties.

WITNESSETH:

Whereas, the Developer is the owner of approximately 334 acres of real estate, which is legally described on attached Exhibit A as the "Total Development Real Estate," which is now in the City of Kenosha.

Whereas, Developer intends to develop the Total Development Real Estate in four (4) separate Phases, which are approximately shown on Exhibit D (each, a "Phase"); and,

Whereas, Developer entered into an Agreement with the City entitled "Development Agreement Between the City of Kenosha and 38th Street, LLC," which was recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1948890 (the "Phase I Development Agreement"), to permit the development of Phase I, as defined therein, of the Total Development Real Estate, which is hereinafter referred to as the "Phase I Land," or "Phase I," on Exhibit A, and which also included some limited work on the Phase IV Land, as defined on Exhibit A, to support the Phase I Land, but not to allow construction of a building on the Phase IV Land; and,

Whereas, an area of the Total Development Real Estate shown on Exhibit D as Phase IV, and defined as "Phase IV" or the "Phase IV Land" on Exhibit A, was necessarily involved in the development of Phase I, either because it is currently part of the same tax parcel and was included in the First CSM defined below, or is needed for certain grading and stormwater work on the Phase IV Land to serve the Phase I Land although the Phase I Development Agreement does not permit the Developer to construct buildings or otherwise use the Phase IV Land other than for the approved work permitted pursuant to the Conditional Use Permit approval in the Phase I Development Agreement; and,

Whereas, the Phase I Development Agreement contemplated that Developer would be required to enter into a subsequent Development Agreements with the City to permit the development of the Phase II Land, the Phase III Land, and the Phase IV Land (except for the limited work on the Phase IV Land to support the Phase I Development, which included mass grading, the construction of detention basins, temporary drainage work, and stabilization of soil berms with a permanent cover including temporary or permanent berms defined by an approved Conditional Use Plan Review for the Phase I Land); and

Whereas, in connection with the Phase I Development Agreement, the Phase I Land and the Phase IV Land were combined into one parcel, becoming Lot 1 ("Lot 1") of Certified Survey Map No. 3051, as shown on the certified survey map attached as Exhibit B (the "First CSM") and as more particularly described on Exhibit A; and,

Whereas, in connection with the Phase I Development Agreement, and in order for the Developer to develop the Phase I Land for industrial purposes, the Developer secured, for Lot 1, a conditional use permit, which was recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1949101 (the "first conditional use permit" or "First CUP"); the First CUP for Lot 1 is attached hereto as Exhibit C; and, a condition of which is execution of the Phase I Development Agreement and the recording of the Restrictions related to the First CUP, which were recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1948889 ("First Restrictions"); and,

Whereas, the Developer wishes to develop the remainder of the Total Development Real Estate, in the Phases identified on Exhibit A, (each, a "Phase"), with this Agreement intending to control all of the remaining development, and requiring, for each Phase, a new or amended Certified Survey Map (unless that Phase has already been created as a separate parcel under a prior Certified Survey Map), a new or amended Conditional Use Permit, and new or amended permit applications, approvals and permits to be submitted, finalized and issued by the City and the Utility, as the case may be, only for an individual Phase as identified herein; and

Whereas, attachment has been completed from the Town of Paris so all of the Phases and the Total Development Real Estate are now in the City of Kenosha; and

Whereas, no erosion control or building permits will be issued for any of Phases II, III or IV until Developer has dedicated necessary right of way for the construction of 38th Street and 128th Avenue, the 38th Street public improvement plan design (street, sanitary sewer, water facilities) has been approved by the City and Utility, as the case may be, required assurances have been posted, final approval and execution of a CSM and CUP for that Phase, (unless that Phase was already created as a separate parcel in a prior CSM), and the Development for that Phase will be subject to the conditions in the CSM and the CUP for that Phase; and,

Whereas, each Phase of the Development will include the construction of an industrial building (the "Development") hereafter referred to as "New Construction;" and,

Whereas, the industrial development of each Phase by the Developer requires the design, construction and installation of certain utility improvements (the "Utility Improvements" defined on Exhibit H), certain Street Improvements to the Adjacent Streets, (as defined on Exhibit F), certain sanitary sewerage facilities, certain water supply and distribution facilities, certain stormwater drainage facilities constructed in that Phase as required in the CUP for that Phase, and other improvements defined in Section I of this Agreement, collectively referred to as the "Public Improvements," all of which are more fully described in this Agreement and are specifically listed on Exhibits E and H hereto; and

Whereas, the Parties acknowledge and agree that, except as otherwise provided in this Agreement, certain of the Public Improvements to be made by the Developer for that Phase pursuant to this Agreement (which are listed as the "Public Dedicated Improvements" on Exhibit E), are to be substantially completed, dedicated and Accepted by City and Utility, as the case may be, (in accordance with the Acceptance Procedure defined herein), prior to City issuance of any Certificate of Occupancy to the Developer for any New Construction within that Phase of the Development, provided however that the 38th Street Public Dedicated Improvements must be substantially completed, prior to any Certificate of Occupancy being issued for any Phase; and,

Whereas, the Phase I Land and Phase IV Land is zoned M-2 Heavy Manufacturing District, and AIR-4 Airport Overlay District Overflight at the time of execution of this Agreement; the Phase III Land is zoned A-2, Agricultural Land Holding, and Air-4 Airport Overlay Overflight, Phase II is zoned A-2, Agricultural Land Holding, Air-4 Airport Overlay District Overflight FFO Floodplain Fringe Overlay and SWO Shoreland Wetland Overlay, and the City's comprehensive plan has designated the Total Development Real Estate for Industrial development and

Whereas, although this Agreement is not intended to be a final approval of a Site Plan, certified survey map or conditional use permit, each time the Plan Commission of the City recommends to the Common Council and the Common Council approval of a certified survey map and conditional use permit for a Phase, such approval will be on the condition that the Developer has entered into this Agreement relative to the method and manner by which that Phase is to be developed subject to the requirements of this

Agreement, (including any grading, stormwater and utility work approved on adjacent Phases by the Site Plan Approval); and

Whereas, the Developer agrees to develop each Phase as provided in the certified survey map, and the conditional use permit for each such Phase, and this Agreement; and

Whereas, to the extent there are historical agreements affecting any such Phase, such agreements shall be revised in order to allow the development as identified herein; and

Whereas, to the extent the First CSM and First CUP, and their Restrictions, apply both to Phase I Land and Phase IV Land, the development of the Phase IV Land with buildings, shall require an amendment to those documents or a new CSM and CUP that apply only to the Phase IV Land buildings; and

Whereas the terms "certificate of occupancy" and "temporary certificate of occupancy" as used herein are intended to be interpreted and applied consistent with Section 8.04 of the City of KEnosha Zoning Code; and

Whereas, although this Agreement identifies that it applies to all "Phases" of the Total Development Real Estate, nothing contained in this Agreement shall apply to the development of Phase I, which shall be completely controlled by the Phase I Development Agreement.

Now, Therefore, in consideration of the mutual promises and undertakings of the Parties, the Parties agree that the Phase II Land, the Phase III Land and the Phase IV Land, will be developed as provided in the certified survey map and the conditional use permit for that Phase, and this Agreement. Whenever "for that Phase" or "for each Phase" is referenced herein, it shall mean the land for the Phase for which permits for construction of a building are being requested and the Site Plan Review Approval for that Phase.

I. IMPROVEMENTS BY DEVELOPER

A. Sanitary Sewerage Facilities

1. Developer, at Developer's cost and expense, shall design, construct and install sanitary sewerage facilities providing sanitary sewer service for each Phase, including the mains and appurtenances which are located in 38th Street between 128th Avenue and CTH UE for any public purpose, except as limited below in this section (the Developer "Sanitary Sewerage Facilities"), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Sanitary Sewer Plans approved by Utility General Manager, all applicable Wisconsin Department of Natural Resources (WDNR) requirements, all applicable Federal and State environmental law, rules, and regulations, and this Agreement, collectively referred to as the "Sanitary Sewerage Requirements." Developer may

choose to perform the Sanitary Sewer Requirements for Phases II, III and IV independent of one another or more than one Phase together at Developer's discretion. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Sanitary Sewerage Facilities for each Phase from Utility General Manager and the WDNR prior to construction or installation of the Sanitary Sewerage Facilities for that Phase. Developer shall provide copies of all WDNR approvals to Utility upon receipt. However, notwithstanding the language above, and as identified in Exhibit H, no Sanitary or Facilities will be required in, on, or to, the east side of 136th Avenue (CTH UE), for either the Phase III or Phase IV development, and no such facilities shall be included in the definition of Sanitary Sewerage Requirements, since all facilities for those Phases will come from 38th Street; and further, there shall be no requirement to install any Utility Improvements in Phase III or Phase IV for the benefit of other surrounding or adjacent land (the "Utility Exclusion"). All Sanitary Sewerage Facilities for Phases II, III or IV and included in the 38th Street Improvements, must be installed for the issuance of occupancy permits for buildings on any of these Phases.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Sanitary Sewerage Facilities for each Phase, prior to the construction and installation of the Sanitary Sewerage Facilities for that Phase. City and Utility shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Sanitary Sewerage Facilities for each Phase.
3. Subject to Developer's compliance with the Sanitary Sewerage Requirements, Utility shall allow Developer to extend and connect the Sanitary Sewerage Facilities for each Phase to the sanitary sewerage facilities of Utility at Developer's cost and expense, including payment by Developer of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Sanitary Sewerage Facilities.
4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Sanitary Sewerage Facilities for each Phase without defect, damage or non-conformance with the Sanitary Sewerage Requirements for each Phase.
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 for each Phase 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 for each Phase in accordance with Utility specifications.

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 for each Phase. 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 for each Phase were designed, constructed, installed, completed, and function as intended in accordance with the Sanitary Sewerage Requirements for that Phase. 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 Certificate of Occupancy to Developer for any improvements for that Phase.
7. Utility shall accept the Sanitary Sewerage Facilities, according to the Acceptance Procedure, for each Phase required to be designed, constructed and installed by Developer in accordance with the Sanitary Sewerage Requirements which are located in the public rights-of-way within that Phase upon the following:
 - a. completion of the Sanitary Sewerage Facilities for that Phase in accordance with the Sanitary Sewerage Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Sanitary Sewerage Facilities for that Phase without defect, damage or nonconformance with the Sanitary Sewerage Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Sanitary Sewerage Facilities for that Phase 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 in accordance with Utility specifications as required pursuant to Section I.A.5. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Sanitary Sewerage Facilities for that Phase as 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 Developer Sanitary Sewerage Facilities for that Phase pursuant to the Code of General Ordinances and this Agreement.

- f. receipt of final lien waivers from all contractors, subcontractors and suppliers.
 - g. certification of items a - f above by Utility General Manager.
 - h. acceptance by Utility Board of Water Commissioners according to the Acceptance Procedure, upon recommendation of Utility General Manager of the Sanitary Sewerage Facilities for that Phase.
8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the Sanitary Sewerage Facilities for each Phase, including locate requests, unless and until the Sanitary Sewerage Facilities are accepted by Utility for that Phase, according to the Acceptance Procedure. Upon acceptance of the Sanitary Sewerage Facilities for that Phase, Utility shall have full jurisdiction and ownership of the Sanitary Sewerage Facilities located in the public rights-of-way for that Phase and be responsible for their maintenance and operation subject to the guarantee of the Developer provided in this Agreement.
9. The Sanitary Sewerage Facilities for each Phase shall be installed, functional and accepted by Utility according to the Acceptance Procedure, prior to City issuance of any Certificate of Occupancy to Developer for any improvements for that Phase of the Development.

B. Water Supply and Distribution Facilities

1. Developer, at Developer's cost and expense, shall design, construct, and install, water supply and distribution facilities providing water service to each Phase, including the mains and appurtenances which are located in 38th Street between 128th Avenue and CTH UE for any public purpose, (the "Water Supply and Distribution Facilities"), in accordance with Utility specifications, the conditional use permit, the certified survey map, the Water Main Plans approved by Utility General Manager, all applicable WDNR requirements, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, collectively referred to as the "Water Supply and Distribution Requirements." If required Developer may choose to perform Phase specific Water Supply and Distribution Requirements for Phases II, III and IV independent of one another or more than one Phase together at Developer's discretion. Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Water Supply and Distribution Facilities for each Phase from Utility General Manager and the WDNR prior to construction or installation of the Water Supply and Distribution Facilities for that Phase. Developer shall provide copies of all WDNR approvals to Utility upon receipt. However, notwithstanding the language above, and as identified in Exhibit H, no Water Supply and Distribution Facilities will be required in, on, or to, the east side of 136th Avenue (CTH UE), for either

the Phase III or Phase IV development, and no such utilities shall be included in the definition of Water Supply and Distribution Facilities, since all utilities for those Phases will come from 38th Street; and further, there shall be no requirement to install any Utility Improvements in Phase III or Phase IV for the benefit of other surrounding or adjacent land (the "Utility Exclusion"). All Water Supply and Distribution Facilities for either Phase II, III or IV, and included in the 38th Street Improvements, must be installed for the issuance of occupancy permits for buildings on any of these Phases.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Water Supply and Distribution Facilities for each Phase prior to construction and installation of the Water Supply and Distribution Facilities for that Phase. City and Utility shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Water Supply and Distribution Facilities for each Phase.
3. Subject to Developer's compliance with the Water Supply and Distribution Requirements, Utility shall allow Developer to extend and connect the Water Supply and Distribution Facilities for each Phase to the water supply and distribution facilities of Utility at Developer's cost and expense, including payment by Developer of all fees and charges required to be paid pursuant to any applicable federal, state, county, City or Utility laws, ordinances, resolutions, rules, regulations, the conditional use permit and this Agreement for the Water Supply and Distribution Facilities, unless such requirement is otherwise limited in this Agreement.
4. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Water Supply and Distribution Facilities for each Phase without defect, damage or non-conformance with the Water Supply and Distribution Requirements for each Phase.
5. 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 for each Phase 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 for each Phase in accordance with Utility specifications.
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 Water Supply and Distribution Facilities for each Phase.

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 for each Phase were designed, constructed, installed, completed, and function as intended in accordance with the Water Supply and Distribution Requirements for each Phase. 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 Certificate of Occupancy to Developer for any improvements for the Phase.

7. Utility shall accept the Water Supply and Distribution Facilities for each Phase (according to the Acceptance Procedure), required to be designed, constructed and installed by Developer in accordance with the Water Supply and Distribution Requirements which are located in the public rights-of-way within that Phase upon the following:
 - a. completion of the Water Supply and Distribution Facilities for that Phase in accordance with the Water Supply and Distribution Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Water Supply and Distribution Facilities for that Phase without defect, damage or nonconformance with the Water Supply and Distribution Requirements.
 - c. receipt by Utility of copies of the results of all tests and inspections of the Water Supply and Distribution Facilities for that Phase 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 in accordance with Utility specifications as required pursuant to Section I.B.5. of this Agreement.
 - d. approval by Utility General Manager of the stamped and certified "as-built" plans of the Water Supply and Distribution Facilities for that Phase as required pursuant to Section I.B.6. of this Agreement.
 - e. payment of all fees and charges required to be paid by Developer for the Water Supply and Distribution Facilities for that Phase pursuant to the Code of General Ordinances and this Agreement.
 - f. receipt of final lien waivers from all contractors, subcontractors and suppliers for that Phase.
 - g. certification of items a - f above by Utility General Manager for that Phase.

- h. acceptance by Utility Board of Water Commissioners (according to the Acceptance Procedure) upon recommendation of Utility General Manager of the Water Supply and Distribution Facilities for that Phase.
- 8. Developer, at Developer's cost and expense, shall be responsible for the maintenance and operation of the Water Supply and Distribution Facilities for each Phase, including locate requests, unless and until the Water Supply and Distribution Facilities are accepted by Utility for that Phase, according to the Acceptance Procedure. Upon acceptance of the Water Supply and Distribution Facilities for that Phase, Utility shall have full jurisdiction and ownership of the Water Supply and Distribution Facilities located in the public rights-of-way or in any easement located within that Phase and be responsible for their maintenance and operation subject to the guarantee of Developer provided in this Agreement.
- 9. The Water Supply and Distribution Facilities for each Phase shall be installed, functional and accepted by Utility prior to City issuance of any Certificate of Occupancy to Developer for any improvements for that Phase of the Development.

C. Stormwater Management Facilities

- 1. Developer, at Developer's cost and expense, shall design, construct and install the stormwater management facilities for each Phase, and the public rights-of-way adjoining that Phase, including storm and surface water management facilities, (the "Stormwater Management Facilities"), in accordance with City specifications, the certified survey map, conditional use permit, the Stormwater Management Plans approved by City Engineer, the Storm Sewer Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules and regulations, and this Agreement, collectively referred to as the "Stormwater Management Requirements." Note Developer may choose to perform the Stormwater Management Requirements for more than one Phase together, and City agrees to receive and process all permits necessary to complete the work permitted by the Site Plan Review approval which includes mass grading, the construction of detention basins, temporary drainage work and stabilization of soil berms with a permanent cover for an adjacent Phase. Therefore, notwithstanding anything to the contrary contained herein, Developer, upon obtaining Site Plan Approval from the Department of City Development, and prior to full CUP approval, may apply for and obtain an erosion control permit from the City to undertake mass grading of that Phase, and any needed adjacent Phase needed for that Phase, including the construction of detention basins on the adjacent Phase, temporary drainage work and stabilization of any excess soil berms with a permanent cover, after public improvement plan design for

that Phase (sanitary sewer, and water facilities, and in the case of Phase II or III, the 38th Street public improvement plans) have been approved by the City and the Utility, required assurances have been posted, and in the case of Phase II, III and IV, the right of way for the construction of 38th Street has been dedicated to the City.

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, for each Phase of the Development. No land disturbing construction activity as defined in Chapter XXXVI of the Code of General Ordinances for the City of Kenosha shall be permitted by Developer on that Phase until the Post-Construction Runoff Permit for that Phase is issued to Developer by City, which is part of the Site Plan Review approval. All land disturbing construction activities and the design, construction, installation and maintenance of the Stormwater Management Facilities shall be done in compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, the Stormwater Management Requirements, the approved Stormwater Management Facilities Maintenance Agreement, and the Post-Construction Runoff Permit issued to Developer.
3. Developer, at Developer's cost and expense, shall prepare all plans, specifications, and calculations for all Stormwater Management Facilities for each Phase, and submit them to City Engineer for written approval which must be obtained prior to construction of the Stormwater Management Facilities for that Phase. The Stormwater Management Facilities shall comply with the performance standards set forth in Section 36.07 of the Code of General Ordinances for the City of Kenosha and the Stormwater Management Requirements.
4. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency having jurisdiction over the construction and installation of the Stormwater Management Facilities for that Phase, prior to the construction and installation of the Stormwater Management Facilities on that Phase. City shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Stormwater Management Facilities. Developer shall provide copies of all permits and approvals to City upon receipt.
5. Title to all Stormwater Management Facilities, (including retention/detention basins and outlet structures,) located within a Phase, or any easements located within a Phase as shown on the approved Stormwater Management Plans and the approved Storm Sewer Plans,

shall be retained by Developer or conveyed by Developer to an owners' association approved by City (if Developer, or a closely affiliated entity, will no longer be the owner of all of the Phases). Developer, or the owners' association as the case may be, shall be responsible for the inspection, maintenance and operation of all Stormwater Management Facilities located within that Phase, in any easement located within that Phase, as shown on the approved Stormwater Management Plans and the approved Storm Sewer Plans, and shall enter into a Stormwater Management Facilities Maintenance Agreement with City for that Phase in accordance with Section 36.10 of the Code of General Ordinances for the City of Kenosha to provide for their inspection, maintenance and operation. The Stormwater Management Facilities Maintenance Agreement for that Phase shall be substantially similar to the document for the Phase I Land, subject to City Staff approved changes. The Stormwater Management Facilities Maintenance Agreement shall be subject to approval by the Common Council for the City of Kenosha upon recommendation by City Engineer and the Stormwater Utility Committee. The Stormwater Management Facilities Maintenance Agreement for that Phase 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 that Phase. The Stormwater Management Facilities Maintenance Agreement for each Phase shall include among its provisions the following:

- a. identification of the Stormwater Management Facilities and designation of the drainage area served by the Stormwater Management Facilities.
- b. a schedule for the regular inspection, maintenance, repair, replacement, and operation of the Stormwater Management Facilities consistent with the Stormwater Management Plan.
- c. identification of the landowner or the owners' association (if any) responsible for the inspection, maintenance, repair, replacement, and operation of the Stormwater Management Facilities.
- d. requirement that the landowner, or owners' association (if any) inspect, maintain, repair, replace, and operate the Stormwater Management Facilities in accordance with the schedule included in subparagraph b. above.
- e. authorization for City to access that Phase to conduct inspections of the Stormwater Management Facilities as necessary to determine whether they are being maintained, repaired, replaced, and operated in accordance with the Stormwater Management Facilities Maintenance Agreement.

- f. requirement that City maintain public records of the results of the inspections of the Stormwater Management 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 Management 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 Management 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 Management Facilities for that Phase, 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 that Phase for the charges incurred by City in performing or having performed on City's behalf the inspection, maintenance, repairs or replacement to the Stormwater Management Facilities which are the subject of the Stormwater Management Facilities Maintenance Agreement.
- 6. Developer shall grant to City a Permanent Storm Sewer and Detention Pond Easement, substantially similar to the Easement for the Phase I Land, for the Stormwater Management Facilities located within that Phase authorizing City to inspect, maintain, repair, or replace the Stormwater Management Facilities in that Phase, in accordance with the Stormwater Management Facilities Maintenance Agreement for that Phase. The Permanent Storm Sewer and Detention Pond Easement shall be substantially similar to the one for the Phase I Land, subject to City Staff approved changes 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 Permanent Storm Sewer and Detention Pond 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 land in that Phase.
- 7. Developer, at Developer's cost and expense, shall complete the construction and installation of the fully functional Stormwater Management Facilities in that Phase, without defect, damage or non-conformance with the Stormwater Management Requirements.
- 8. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the Stormwater

Management Facilities for that Phase, required by City. Developer, at Developer's cost and expense, shall provide City with copies of the results of all density tests required by City verifying proper compaction of Stormwater Management Facilities backfill in accordance with City specifications.

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 Management Facilities for that Phase, 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 Management Facilities for that Phase, 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 Stormwater Management Requirements, the approved Stormwater Management Facilities Maintenance Agreement, and the Post-Construction Runoff Permit issued to Developer. The "as-built" plans for that Phase 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 Stormwater Management Facilities from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within that Phase.
10. City shall accept the Stormwater Management Facilities (using the Acceptance Procedure) for that Phase required to be designed, constructed, and installed by Developer in accordance with the Stormwater Management Requirements which are located in City public rights-of-way upon the following:
 - a. completion of the Stormwater Management Facilities for that Phase in accordance with the Stormwater Management Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Stormwater Management Facilities for that Phase without defect, damage or nonconformance with the Stormwater Management Requirements.
 - c. receipt by City of copies of the results of all tests and inspections of the Stormwater Management Facilities for that Phase required by City pursuant to Section I.C.9. of this Agreement.
 - d. receipt by City of copies of the results of all density tests required by City, verifying proper compaction of Stormwater Management

Facilities trench backfill for that Phase, in accordance with City specifications pursuant to Section I.C.9. of this Agreement.

- e. approval by City Engineer of the stamped and certified "as-built" plans of the Stormwater Management Facilities for that Phase, including retention/detention basins and outlet structures, required pursuant to Section I.C.10. of this Agreement.
 - f. receipt by City of the Stormwater Management Facilities Maintenance Agreement for that Phase, for the inspection, maintenance and operation of the Stormwater Management Facilities, including retention/detention basins and outlet structures, in form acceptable to City.
 - g. receipt by City of the Permanent Storm Sewer and Detention Pond Easement for the Stormwater Management Facilities for that Phase including retention/detention basins and outlet structures, located within that Phase, in form acceptable to City.
 - h. payment of all fees and charges, including all engineering, inspection and administrative services, required to be paid by the Developer, for the Stormwater Management Facilities for that Phase, pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - i. receipt of final lien waivers from all contractors, subcontractors, and suppliers for any Improvements to be dedicated to the City, or other evidence that such public Improvements are not subject to construction liens.
 - j. certification of items a - i above by City Engineer.
 - k. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer, the City of Kenosha Board of Public Works, and the Stormwater Utility Committee of the Stormwater Management Facilities.
11. Developer, at Developer's cost and expense, shall be responsible for the inspection, maintenance and operation of the Stormwater Management Facilities for that Phase, located within City public rights-of-way unless and until the Stormwater Management Facilities located within the City public rights-of-way are accepted by City, (using the Acceptance Procedure). Upon acceptance of the Stormwater Management Facilities located within the City public rights-of-way for that Phase City shall have full jurisdiction and ownership of the Stormwater Management Facilities located within the City 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, their officers, employees and agents from and against any and all claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorney fees (the "Damages"), which any of them may hereafter sustain, incur or be required to pay arising out of, or in any way related to, the design, construction and installation of the Stormwater Management Facilities for each Phase required by the conditional use permit, certified survey map and this Agreement, which causes storm and surface water to flow in full or part upon any public or private property (a "Triggering Event"). Upon the filing with City of a claim for Damages arising out of a Triggering Event, the City shall notify Developer of such claim, and in the event that Developer does not settle or otherwise compromise such claim, Developer shall undertake the legal defense of such claim on behalf of Developer and City and their officers, employees and agents. It is specifically agreed that City, at City's cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against City or any of 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 sustained, incurred or paid by City, their officers, employees or agents arising out of a Triggering Event, shall be reimbursed through Developer's assurances required pursuant to this Agreement or through such other means as the City, in their sole discretion, deem appropriate. This paragraph shall survive installation of the Stormwater Management Facilities to effectuate its purpose.
13. The Stormwater Management Facilities for that Phase shall be installed and functional, prior to City issuance of a Certificate of Occupancy to Developer for any Improvements within that Phase of the Development.

D. Developer Streets, Curbs, and Gutters

1. As part of the development of the Phase II, III or IV Land, whichever occurs first, Developer, at Developer's cost and expense, shall design, construct, and install the 38th Street Improvements identified on Exhibit F, in accordance with City specifications, the Street Plans approved by City Engineer, all applicable Federal and State environmental laws, rules, and regulations, and this Agreement, and which are generally shown on the preliminary description shown on Exhibit F (the "Street Improvements"). Developer, at Developer's cost and expense, shall obtain approval of the plans and specifications for the Street Improvements from City Engineer. Developer, at Developer's cost and expense shall obtain all required permits and approvals for the design, construction, and installation of all Street Improvements from the City Engineer prior to construction or

installation of the Street Improvements. The Parties recognize and agree that the Street Improvements described herein are the only street improvements required as part of the Phase II, III or IV Land Development. For the avoidance of doubt, the Parties agree that the City has received an approved TIA for the Phase I Land, and has received an updated TIA for the Phase II, III and IV Land, and that DOT has identified what additional improvements are required, and that no other Street Improvements are required for these Phases other than the Street Improvements described on Exhibit E. The "TIA for the Phase II, III and IV Land" shall be the Traffic Impact Study for Uline Expansion, Kenosha, Wisconsin, prepared by TADI, dated October 5, 2023. Out of an abundance of caution it is emphasized that the Street Improvements shall all be designed and created to WisDOT Facilities and Development Standards for Urban Roadway ("Urban Roadway Standards"), to the same configuration as the existing improvements in 38th Street east of 128th Avenue and that the City shall secure whatever consents from Kenosha County are needed to approve these Street Improvements. Whenever in this Agreement there is an obligation to dedicate such Street Improvements to the City, the Developer shall have met its obligation when it has submitted such dedication documents to the City, whether or not the City shall have accepted the dedication, and whether or not the County has a difference of opinion on whether the Street Improvements shall have been built to Urban Roadway Standards or WisDOT Facilities and Development Standards for Rural Roadways ("Rural Roadway Standards"). Developer is willing to escrow with the City a quitclaim deed for the road rights of way to either the City or County as the City directs. It is understood that the final design plans for the 38th Street Improvements must be approved, and assurances posted, before any permits, including erosion control permits, are issued for Phase II, III or IV, and that the 38th Street Improvements must be substantially completed prior to the issuance of any occupancy permit for Phase II, III or IV.

2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by the City or the Wisconsin Department of Transportation ("WisDOT") of the Street Improvements, prior to construction and installation of the Street Improvements. City shall cooperate with Developer in obtaining all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Street Improvements, including specifically any approvals required from Kenosha County to build the Street Improvements to WisDOT Urban Roadway Standards. Developer shall provide copies of all permits and approvals to City upon receipt.
3. Developer, at Developer's cost and expense, shall dedicate to the City as public right-of-way all land required for the design, construction and installation of the Street Improvements on 128th Avenue and 38th Street, prior to City issuance of any Building permits to Developer for any building

improvements in Phase II, III or IV of the Development, but this shall not delay all work permitted on any Phase or adjacent Phases, pursuant to an approved Site Plan Review. The dedication of land from Developer for public right of way required pursuant to this Section I.D.3., for the Street Improvements, shall be delivered to the City, prior to the issuance of any Building permits for any New Construction for Phase II, III or IV. City shall accept the dedication of the land for the Street Improvements, (in accordance with the Acceptance Procedure defined below), and record with the Kenosha County Register of Deeds, at Developer's expense, the dedication documents, (which can be the CSM or a separate deed) prior to the issuance of any Building permits or approvals required for the construction or installation of the Street Improvements, or the commencement of any activities related to the construction or installation of the Street Improvements, as determined by City Engineer, whichever comes first. Note, acceptance of the "Street Improvements" means acceptance of the completed improvements (see Section I.D.7); the prior sentence refers to acceptance of the dedication of the land for the Street Improvements, which shall be accepted by the City notwithstanding any disagreement with the County on whether the Street Improvements should have been built to Urban Roadway Standards or Rural Roadway Standards. For the avoidance of doubt, Developer's failure to comply with the provisions of this Section I.D.3. shall result in the City Engineer issuing a Stop Work Order ordering all activities related to the construction or installation of all Improvements to immediately cease. Developer's failure to comply with the provisions of this Section I.D.3. shall also constitute a default under this Agreement.

4. Developer shall not perform any street paving or install any curbs and gutters after November 15th 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 1st of any calendar year. Street paving and installation of curb and gutter may commence after April 15th of any calendar year with the approval of City Engineer.
5. Developer, at Developer's cost and expense, shall provide City with copies of the results of all tests and inspections of the Street Improvements required by City. Developer, at Developer's cost and expense, shall provide City with copies of the results of all density tests required by City verifying proper compaction of Street Improvements backfill in accordance with City specifications.
6. 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. 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 were designed, constructed, installed, completed, and

function as intended in accordance with the requirements for the Street Improvements contained herein. The “as-built” plans shall be provided to City in print and digital form acceptable to City Engineer.

7. City shall accept the Street Improvements (according to the Acceptance Procedures) required to be designed, constructed, and installed by Developer in accordance with the requirements for the Street Improvements contained herein, which are located in City public rights-of-way, or under the City’s jurisdiction, for any Street Improvements included in what is then County public rights-of-way, upon the following:
 - a. completion of the Street Improvements in accordance with the requirements for the Street Improvements contained herein, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Street Improvements without defect, damage or nonconformance with the requirements for the Street Improvements contained herein.
 - c. receipt by City of copies of the results of all tests and inspections of the Street Improvements required by City pursuant to Section I.D.5. of this Agreement.
 - d. receipt by City of the results of all density tests required by City, verifying proper compaction of Street Improvements backfill in accordance with City specifications pursuant to Section I.D.5. of this Agreement.
 - e. approval by City Engineer of the stamped and certified “as-built” plans of the Street Improvements required pursuant to Section I.D.6. of this Agreement.
 - f. payment of all fees and charges, including all engineering, inspection and administrative services, required to be paid by Developer for the Street Improvements pursuant to the Code of General Ordinances for the City of Kenosha and this Agreement.
 - g. receipt of final lien waivers from all contractors, subcontractors, and suppliers who have lien rights against any portion of the Street Improvements which are in the public right of way, or other evidence of lack of lien rights thereto.
 - h. certification of items a - g above by City Engineer.
 - i. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer

and the City of Kenosha Board of Public Works of the Street Improvements.

Note: the approval and acceptance in this Section 7 is for the Street Improvements; the acceptance in paragraph 3 above is acceptance of the dedication of the land for the Street Improvements by the City, notwithstanding any disagreement with the County over the type of Street Improvements required, or whether the Street Improvements are in a then existing County public right of way.

8. The Street Improvements for that Phase, shall be Substantially Completed, and dedicated to the City between April 15 and December 1; and prior to City issuance of any Certificate of Occupancy to Developer for any New Construction within that Phase of the Development. The Street Improvements shall be completed and accepted by City (using the Acceptance Procedure) prior to issuance of any Certificate of Occupancy to Developer for any improvement within the Phase of the Development for which those Street Improvements are needed for primary access.
9. Developer, at Developer's cost and expense, shall design, construct, grade, gravel, pave, and maintain, including snow plowing, all private streets, curbs, gutters, driveways, and parking lots located within that Phase required by the certified survey map, conditional use permit and this Agreement.

E. Other Utilities and Utility Easements

1. Developer, at Developer's cost and expense, shall locate and install all other utilities in that Phase of the Development in accordance with utility specifications, the certified survey map, conditional use permit and the plans approved by City Engineer and Utility General Manager, all applicable WDNR requirements, all applicable USACE requirements, and all applicable 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. Notwithstanding anything contained in this Agreement, Developer shall not have any responsibility to install utilities along its western boundary, unless Developer is tapping into and using such utilities for this Development, and shall have no obligation to install utilities which are part of the Utility Exclusion defined above.
2. Developer, at Developer's cost and expense shall provide easements for City water and stormwater utilities in that Phase, which shall be shown on the plans approved by City Engineer and Utility General Manager. Developer shall not have any obligation to provide easements off of the Total Development Real Estate for the development of any Phase. City and Utility shall be obligated to secure any utility easements off of the

Total Development Real Estate required by this Agreement, with the understanding that if Developer wishes to create a water loop to increase water pressure, that will be the subject of a future discussion and/or future agreements. The Utility agrees that the Total Development Real Estate shall be entitled to connect to municipal water and sanitary sewer from the existing mains which are in 128th Avenue and 38th Street, that these water and sanitary mains have been paid for in full and, notwithstanding anything to the contrary contained herein, there is no further charge, impact fee, assessment, or a Right of Recovery due for those water or sanitary mains, except for those Rights of Recovery detailed in Exhibit J, the Memo dated October 19, 2023 from Ian Bagley to Rich Schroeder (the "Rights of Recovery"), to the extent they are still valid. To the extent the Rights of Recovery are due to Route 142, LLC, a party related to Developer, the Utility will consider them terminated and paid upon the execution of a document between Developer and Route 142, LLC, similar to the one executed in the form of Exhibit A to the Phase I Development Agreement.

3. Easements for utilities may be modified or terminated only by City, Utility, or other utility which is a party thereto, 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 for the Improvements required to be made by Developer in that Phase (and on any adjacent Phase needed for that Phase), pursuant to the certified survey map, conditional use permit and this Agreement 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 for the Improvements required to be made by Developer for each Phase, pursuant to the certified survey map, conditional use permit and this Agreement and shall submit to City the cash assurance (or Letter of Credit) for the completion of this work for each Phase, all in accordance with Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer, at Developer's cost and expense, shall apply for and obtain all WDNR and USACE permits and approvals in any way related to land disturbing activities or land disturbing construction activities within any wetlands located within that Phase or any public rights-of-way. Except for the work permitted pursuant to the approved Site Plan Review which includes mass grading, construction of detention basins, temporary drainage work and stabilization of soil berms with a permanent cover for that Phase, no land disturbing activities or no land disturbing construction activities as defined in Chapter XXXIII of the

Code of General Ordinances for the City of Kenosha shall be permitted by Developer until the Erosion and Sediment Control Plan for that Phase is approved by City, the cash assurance for that work is paid to City, all permits and approvals in any way related to land disturbing activities or land disturbing construction activities within any wetlands for that Phase, or any public rights-of-way are issued by WDNR and USACE, and the Erosion Control Permit for that Phase 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, all permits required by any governmental unit or regulatory agency, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The Erosion and Sediment Control Plan shall include the location and duration of "Soil Stockpiles" as defined in Chapter XXXIII of the Code of General Ordinances for that Phase, for the City of Kenosha. Developer, at Developer's cost and expense, shall remove all Soil Stockpiles for that Phase, in accordance with Chapter XXXIII of the Code of General Ordinances, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations, other than permitted soil berms, prior to City issuance of any Certificate of Occupancy to Developer for any New Construction within that Phase, except for vegetation that cannot be planted for seasonal growing reasons.

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 for the Improvements in that Phase required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities in that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of all permits and approvals to City upon receipt.

G. Grading

1. Developer, at Developer's cost and expense, shall grade each Phase, and shall grade any adjacent lands needed for the Public Improvements in that Phase, required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement in accordance with City specifications, the Grading Plans approved by City Engineer, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules and regulations. Except as provided above in the Site Plan Approval, approval of the Grading Plans for each Phase shall be obtained from City Engineer prior to commencement by Developer of any land disturbing activities or land

disturbing construction activities for that Phase as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha.

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 for the Improvements in that Phase required to be made by Developer pursuant to this Agreement prior to commencement by Developer of any land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha. Developer shall provide copies of all permits and approvals to City upon receipt.
3. Developer, at Developer's cost and expense, shall provide all permanent limited easements to be granted by Developer in favor of the City required for Developer to complete the grading for each Phase in connection with the construction and installation of the Adjacent Streets for that Phase, in accordance with the approved Grading Plans and the requirements for the Street Improvements for that Phase, including but not limited to the right to construct side slopes, operate the necessary equipment thereon, ingress and egress during the term of the easements, and install and maintain landscaping. The permanent limited easements required by this Section, I.E.3., shall be substantially similar to the documents for the Phase I Land, and approved by City Staff, with any material modification 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 permanent limited easements shall be recorded with the Kenosha County Register of Deeds, at Developer's expense, prior to the issuance of any permits or approvals required for the construction or installation of the Street Improvements for that Phase, on Adjacent Streets, the commencement of any activities related to the construction or installation of the Street Improvements on Adjacent Streets, as determined by City Engineer, or the issuance of any Building permits for any New Construction within that Phase of the Development, whichever occurs first. For the avoidance of doubt, Developer's failure to comply with the provisions of this Section, I.E.3. shall result in the City Engineer issuing a Stop Work Order ordering all activities related to the construction or installation of all public Improvements for that Phase required by this Agreement to immediately cease. Developer's failure to comply with this provision of this Section I.F.3. shall also constitute a default under this Agreement. Any temporary limited easements required by this Section I.F.3. shall terminate one year following the expiration of the Guarantee Period provided in Section IV.B. of this Agreement. Notwithstanding anything contained herein, the Developer shall have met its obligation hereunder when it has created such easements in favor of the City, even if the adjacent right of way is still considered a County public right of way.

4. Developer, at Developer's cost and expense, shall provide City with "as-built" grading plans for the grading Improvements in each Phase required to be made by Developer pursuant to the certified survey map, conditional use permit and this Agreement, certified 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 Plans, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable 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. Developer shall obtain approval of the "as-built" grading plans for the Development of that Phase from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within that Phase of the Development.

H. LED Street Lighting

1. Developer, at Developer's cost and expense, shall design and install replacement LED street lighting on Adjacent Streets for that Phase for any of the existing lighting which Developer disturbs during its Development (the "Street Lighting"), in accordance with City specifications, the Lighting Plan approved by City Engineer, any applicable WE Energy requirements, and all applicable Federal and State environmental laws, rules, and regulations, the certified survey map, conditional use permit and this Agreement, collectively referred to as the "Street Lighting Requirements." Developer, at Developer's cost and expense, shall provide City with all shop drawings and cut sheets for the Street Lighting and shall obtain approval of the Street Lighting from City Engineer prior to construction and installation of the Street Lighting.
2. Developer, at Developer's cost and expense, shall obtain all permits and approvals required by any governmental unit or regulatory agency for the construction and installation of the Street Lighting prior to construction and installation of the Street Lighting. Developer shall provide copies of all permits and approvals to City upon receipt.
3. Developer, at Developer's cost and expense, shall provide City with "as-built" plans of the Street Lighting, including street light conduits and pull boxes, certified 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 Street Lighting, including street light conduits and pull boxes, were designed, constructed, installed, completed, and function as intended in accordance with the Street Lighting Requirements. The "as-

built” plans of the Street Lighting 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 Lighting for Adjacent Streets to that Phase, from City Engineer prior to City issuance of any Certificate of Occupancy to Developer for any improvements within the Phase adjacent to such Street Lighting.

4. The Street Lighting in the public rights-of-way shall be completed and presented to City for acceptance concurrent with Developer presenting the Street Improvements to the City for acceptance.
5. City shall accept the Street Lighting required to be designed and installed by Developer (in accordance with the Acceptance Procedure) in accordance with the Street Lighting Requirements located in the public rights-of-way upon the following:
 - a. completion of the Street Lighting in accordance with the Street Lighting Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. construction, installation and delivery of the fully functional Street Lighting without defect, damage or nonconformance with the Street Lighting Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers for the Street Lighting work in any public right of way, or other evidence of the freedom from construction liens.
 - d. approval by City Engineer of the stamped and certified “as-built” plans of the Street Lighting, including street light conduits and pull boxes, as required pursuant to Section I.H.3. of this Agreement.
 - e. certification of items a - d above by City Engineer.
 - f. acceptance by the Common Council of the City of Kenosha (using the Acceptance Procedure) upon recommendation by City Engineer and the City of Kenosha Board of Public Works of the Street Lighting in any public right of way.
6. Developer, at Developer’s cost and expense, shall be responsible for the maintenance and operation of the Street Lighting located within the public rights-of-way of an Adjacent Street for that Phase, unless and until the Street Lighting located within the public rights-of-way is accepted by City using the Acceptance Procedure). Upon acceptance of the Street Lighting, City shall have full jurisdiction and ownership of the Street Lighting 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 Street Lighting for 38th Street shall be substantially completed prior to City issuance of any Certificate of Occupancy to Developer for any improvements of the Development. Street Lighting is considered to be substantially completed at the time that 90 percent of the Street Lighting by cost is completed. In the event the Parties cannot agree when construction has been substantially completed, the Street Lighting in the Adjacent Street for that Phase shall be completed and accepted by City (using the Acceptance Procedure) prior to issuance of any Certificate of Occupancy to Developer for any improvement within the Development.

I. Landscaping

1. Developer, at Developer's cost and expense, shall design and install landscaping throughout the public rights-of-way on Adjacent Streets to that Phase, to replace any landscaping or Street Trees it disturbs for its Development (the "Landscaping") in accordance with City specifications, the Landscaping Plans approved by City Engineer, and all applicable Federal and State environmental laws, rules, and regulations, the certified survey map, conditional use permit and this Agreement, collectively referred to as the "Landscaping Requirements." Developer, at Developer's cost and expense, shall obtain approval of the Landscaping Plans for that Phase, from City Engineer prior to installation of the Landscaping for that Phase.
2. Developer, at Developer's cost and expense, shall protect existing trees within the public rights-of-way on Adjacent Streets for that Phase, 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, to the extent those trees are not in conflict with the approved Landscaping Plan.
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 Plans.
4. Developer, at Developer's cost and expense, shall finish and grade all lawn park areas in that Phase, as defined in Section 5.051 of the Code of General Ordinances for the City of Kenosha on Adjacent Streets to that Phase, with at least six (6) inches of topsoil.
5. The Landscaping for that Phase shall be completed and presented to the City, for acceptance (using the Acceptance Procedure) prior to or concurrent with Developer presenting the Street Improvements and Street Lighting for that Phase, to the City for acceptance, subject to weather.

6. City shall accept (according to the Acceptance Procedure) the Landscaping required to be designed and installed by Developer for that Phase in accordance with the Landscaping Requirements located in City public rights-of-way upon the following:
 - a. completion of the Landscaping in that Phase in accordance with the Landscaping Requirements, and compatibility with attached and adjacent systems, facilities and improvements.
 - b. installation and delivery of the Landscaping for that Phase without defect, damage or nonconformance with the Landscaping Requirements.
 - c. receipt of final lien waivers from all contractors, subcontractors, and suppliers or other evidence of no lien rights on such Landscaping, if located in a public right of way.
 - d. certification of items a - c above by City Engineer.
 - e. 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 for that Phase.
7. Developer, at Developer's cost and expense, shall be responsible for the maintenance of the Landscaping located within the public rights-of-way unless and until the Landscaping located within the public rights-of-way is accepted by City, using the Acceptance Procedure.

J. Sidewalks

The Common Council of City approved the application for a sidewalk requirement exception along the east side of adjacent 128th Avenue, and along the west side of 128th Avenue, adjacent to the Total Development Real Estate, when and for so long as not deemed necessary in accordance with Section 5.05.C.7.b. of the Code of General Ordinances for the City of Kenosha. Developer will make an application for a similar sidewalk requirement exception for all other Adjacent Streets in consideration of all Adjacent Streets being designed with bike lanes.

K. Street and Regulatory Signs and Traffic Controls

1. Developer shall reimburse City for City's actual cost for materials, labor, and installation of replacement street name signs required by City on Adjacent Streets for each Phase within forty-five (45) days of being invoiced by City, if the existing signs are damaged in the development of the Improvements for that Phase.

2. Developer, at Developer's cost and expense, shall purchase and install all regulatory signs required by City for Adjacent Streets for each Phase, which shall only be building entrance and exit signage.

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.

M. Acceptance Procedure

Whenever Public Dedicated Improvements have been substantially completed and dedicated to the City, Developer may request acceptance of Public Dedicated Improvements by the City and/or Utility. As long as the Public Dedicated Improvements have been constructed in the manner required herein, and comply with Sections I.A.7., I.B.7., I.C.10., I.D.7., I.H.5., and I.I.6., City agrees it shall complete the acceptance of Public Dedicated Improvements, within 45 days thereafter; unless the City notifies Developer, in good faith, that the Public Dedicated Improvements do not meet the requirements herein, within that 45 day period, the Public Dedicated Improvements shall be deemed accepted for purposes of issuance of Certificates of Occupancy. Notwithstanding this language, at the time of completion of the Street Improvements, those Street Improvements may be used, even before they have been accepted by the City, including to allow access to any adjacent parcel during construction of the remaining section of the Street Improvements. Formal acceptance by the City of the Street Improvements shall not delay issuance of a Certificate of Occupancy for any building on that Phase of the Total Development Real Estate. Further, sodding any area in the road right of way required to be landscaped shall be considered completion of the landscaping, without needing to wait for seeded grass to grow. This shall be the "Acceptance Procedure," and acceptance by the City under this Acceptance Procedure shall be deemed to be "Acceptance." Notwithstanding anything to the contrary contained herein, the City and County, as part of the Cooperative Agreement have an obligation to transfer certain County rights of way to the City, and for the City to accept such transfer of jurisdiction, which has not been completed, and as a result, several of the Adjacent Streets may still be in County jurisdiction. For purposes of this Agreement, dedicating to the City as required herein shall be deemed to be satisfaction of Developer's obligations even if the Adjacent Roadway is technically still in the County's jurisdiction, and all of Developer's obligations related thereto are subject to the City/County Agreement Obligation identified below.

II. PRE-CONSTRUCTION AND CONSTRUCTION ACTIVITIES

A. Pre-Construction Activities

1. Developer shall provide City Engineer and Utility General Manager with complete itemized cost estimates certified by Developer's civil engineer for the Public Improvements required to be made by Developer pursuant to this Agreement prior to the execution of this Agreement by City and Utility.
2. Any bidder on any of the City and Utility required Public Improvements to be made by Developer pursuant this Agreement shall be prequalified by City and/or Utility as the case may be. Developer shall not award any contract for any Public Improvements required to be made pursuant to this Agreement to any bidder who has not been pre-qualified by City and/or Utility as the case may be. There is no requirement for public bidding procedure.
3. Developer, at Developer's cost and expense, shall raze all structures for each Phase prior to the issuance of any permits by City to Developer in any way related to land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha, or in any way related to the construction or installation of any of the Improvements for that Phase required to be made by Developer pursuant to 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 that Phase. Developer, at Developer's cost and expense, shall raze, remove, and dispose of all structures within that Phase in accordance with the Code of General Ordinances for the City of Kenosha and all Federal and State environmental laws, rules, and regulations.
4. Except for the mass Grading Work, the construction of detention basins, temporary drainage work, stabilization of soil berms with a permanent cover, temporary or permanent berms, which have been permitted pursuant to a Site Plan Review and approval, no land disturbing activities or land disturbing construction activities as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha by Developer shall commence and no construction or installation of any of the Improvements required to be made by Developer pursuant to this Agreement shall commence, in any case, for that Phase, prior to the satisfaction of all of the following for that Phase:
 - a. all required assurances have been received and approved.
 - b. the certified survey map has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.

- c. the conditional use permit or Site Plan for that Phase has been approved by the Common Council, signed by Developer, and recorded with the Kenosha County Register of Deeds.
 - d. the Stormwater Management Facilities Maintenance Agreement and the Permanent Storm Sewer and Detention Pond Easement for that Phase have been approved by the Common Council, signed by City and Developer, and recorded with the Kenosha County Register of Deeds.
 - e. 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.
 - f. all Developer plans and construction specifications for land disturbing activities or land disturbing construction activities for that Phase, as defined in Chapter XXXIII of the Code of General Ordinances for the City of Kenosha have been reviewed and approved by City Engineer and Utility General Manager.
 - g. all plans and construction specifications for the construction or installation of any of the Improvements for that Phase, required to be made by Developer pursuant to this Agreement for the development of that Phase have been reviewed and approved by City Engineer and Utility General Manager.
 - h. all permit fees have been paid and all permits, including all Erosion Control Permits, have been issued.
 - 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 City Development following certification of items a-i above by the Director of City Development.
5. Upon receiving written authorization to proceed from the Director of City Development, 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 for that Phase required to be made pursuant to 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 for Each Phase and for the Early Start Grading Work**

1. Construction access to that Phase for the Improvements required to be made by Developer pursuant to this Agreement 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 Plan approved by the Department of City Development and City Engineer. Developer, at Developer's cost and expense, shall design, construct and install the construction access and construction staging areas for each Phase, in accordance with City specifications, the approved Erosion and Sediment Control Plan, the approved Construction Plan, all applicable WDNR requirements, all applicable USACE requirements, and all applicable 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 for that Phase, from the Department of City Development and City Engineer prior to construction and installation of the construction access and construction staging areas for each Phase.
2. Developer, at Developer's cost and expense, shall apply for and obtain all required permits from City for that Phase, 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 that Phase 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 Public Improvements required by this Agreement to ascertain Developer's compliance with all approved plans and specifications, the certified survey map, the conditional use permit, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations. The cost for the engineering and inspection services provided by City and Utility shall be based upon the hourly rate of the City and Utility employees performing the services plus indirect costs. City and Utility reserve the right to retain outside consultants to provide engineering and inspection services, the cost of which shall be the responsibility of Developer. Developer shall pay City and Utility for all engineering and inspection services provided by or on behalf of City 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 their contractors from constructing and installing the Improvements required by this Agreement

in accordance with all approved plans and specifications, the certified survey map, the conditional use permit, the Code of General Ordinances for the City of Kenosha, all applicable WDNR requirements, all applicable USACE requirements, and all applicable 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. The televised inspection shall be performed by an inspection service acceptable to Utility. Video recordings 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 affected area shall again be subject to televised inspection. Utility reserves the right to perform or have performed on behalf of the Utility the televised inspection of the completed Sanitary Sewerage Facilities at Developer's cost and expense. Developer shall reimburse Utility for the cost of the televised inspection of the Sanitary Sewerage Facilities within forty-five (45) days of being invoiced by Utility.
6. Utility, at Utility's sole discretion, reserves the right to retain independent testing services, including density 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 improvements required by this Agreement. Prior to retaining independent testing services, Utility shall provide written notice to Developer of the corrective action required whereupon Developer shall have fourteen (14) days from the date of the notice to provide Utility with test results that are satisfactory to Utility. Developer shall reimburse Utility for the cost of the independent testing services within forty-five (45) days of being invoiced by Utility.
7. Developer, at Developer's cost and expense, shall complete a televised inspection of the completed Stormwater Management Facilities. The televised inspection shall be performed by an inspection service acceptable to City. Video recordings and written logs of all Stormwater Management 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 affected area shall again be subject to televised inspection. City reserves the right to perform or have performed on behalf of the City the televised inspection of the completed Stormwater Management Facilities at Developer's cost and expense. Developer shall reimburse City for the cost of the televised inspection of the Stormwater Management Facilities within forty-five (45) days of being invoiced by City.

8. City, at City's sole discretion, reserves the right to retain independent testing services, including density testing services, in the event City determines proper testing is not being performed by Developer or the results of Developer's testing does not conclusively establish to City's satisfaction the proper completion of the improvements required by this Agreement. Prior to retaining independent testing services, City shall provide written notice to Developer of the corrective action required whereupon Developer shall have fourteen (14) days from the date of the notice to provide City with test results that are satisfactory to City. 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 specifications and 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 and excavated trench backfill certified by a professional engineer registered in the State of Wisconsin certifying proper compaction of the granular and excavated material trench backfill in accordance with City and/or Utility specifications.

III. ASSURANCE OF COMPLETION OF IMPROVEMENTS

A. Assurances Required

1. Except as otherwise provided in this Section III.A.1., prior to issuance of any permits for a Phase, 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 General Manager equal to one hundred twenty-five (125%) percent of the Utility's estimated cost of all Public Improvements for that Phase, including those located in 38th Street, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided by Developer for each of the Phases, pursuant to approval and this Agreement. 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 Public Improvements for that Phase, including 38th Street, the engineering and inspection services and the testing services related thereto, and the environmental conditions related thereto, required to be made and provided by Developer for each of Phase II, III or IV, pursuant to approval and this Agreement. For the avoidance of doubt, Developer's failure to deposit with the City Clerk/Treasurer or Utility General Manager the assurance for the Public Improvements, pursuant to this Section III.A.1., shall result in the City Engineer issuing a Stop Work Order ordering all activities for that Phase, including grading permitted pursuant to the

approved Site Plan Review, related to the construction or installation of all Improvements required by this Agreement to immediately cease and shall constitute a default under this Agreement. The assurances required pursuant to this Section III.A.1. shall be in addition to any other assurances or monetary contributions which may be required pursuant to this Agreement and the Code of General Ordinances for the City of Kenosha for the development of that Phase of the Total Development Real Estate which is the subject of this Agreement, unless otherwise limited in this Agreement. The form of Letter of Credit shall be substantially the same as that for the Phase I Land.

2. The assurances required pursuant to Section III.A.1. of this Agreement shall be used, for that Phase, to secure Developer's costs of designing, constructing and installing the Public Improvements required to be made pursuant to this Agreement, and to compensate City and/or Utility for City's and/or Utility's cost of completing the Public Improvements, performing the engineering and inspection services and testing services related thereto, required to be made or performed pursuant to this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations in the event Developer fails to do so in a timely manner. The assurances required pursuant to Section III.A.1. of this Agreement shall also be used to assure compliance with Developer's Guarantee provided in this Agreement for the Public Improvements.
3. In the event the assurances required pursuant to Section III.A.1. of this Agreement are insufficient to cover one hundred twenty-five (125%) percent of the actual cost of the Public Improvements in that Phase, the engineering and inspection services related thereto, the testing services related thereto, the environmental conditions related thereto, and the estimate for the Developer's Guarantee, required to be made or performed pursuant this Agreement, all applicable WDNR requirements, all applicable USACE requirements, and all applicable 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 additional actual cost of the Public Improvements, the engineering and inspection services and testing services related thereto, the environmental conditions related thereto, and the estimate for the Developer's Guarantee, required to be made or performed pursuant to this Agreement for that Phase, all applicable WDNR requirements, all applicable USACE requirements, and all applicable Federal and State environmental laws, rules, and regulations, but only for that Phase.

4. Any irrevocable letter of credit to be used by Developer as an assurance pursuant to this Section III 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 in the form approved for Phase I, or as otherwise 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 Section III shall remain in effect until completely drawn upon or released by City or Utility for that Phase. If for any reason, any irrevocable letter of credit approved for use as an assurance pursuant to this Section III 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 Section III, unless Developer replaces such letter of credit with a new letter of credit that is not expiring.
5. If and to the extent Developer shall properly complete portions of the Public Improvements required to be made pursuant to this Agreement for which Developer shall have deposited an assurance pursuant to this Section III., 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 determined 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 the Utility's General Manager's reasonable estimate of the cost of the remaining Improvements in that Phase, and the Developer's Guarantee for the Improvements, required to be made pursuant to this Agreement. 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 for the work for which the reduction is sought, but only for any Public Improvements. 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 the Guarantee Period provided in Section IV.B. of this Agreement. Subject to final inspection and approval of City Engineer and Utility General Manager of the Public Improvements for that Phase, within forty-five (45) days following expiration of the Guarantee Period provided in Section IV.B. of this Agreement, the balance of the remaining assurance shall be released.
6. In addition to all other remedies, occupancy permits for that Phase may be withheld by City until the City of Kenosha Department of City Development certifies that the requirements of Chapter XVII of the Code of General Ordinances for the City of Kenosha have been met for that Phase. In the event any work specified in this Agreement is not completed in accordance with this Agreement, City 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 that Phase in the event there is no applicable assurance or the assurance is insufficient for that Phase. 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 IMPROVEMENTS

A. Dedication of Public Improvements

Subject to all other provisions of this Agreement, Developer shall, upon completion of all of the Dedicated Public Improvements for that Phase required in the certified survey map, conditional use permit and this Agreement, and without charge to City or Utility, unconditionally give, grant, convey and fully dedicate the Dedicated Public Improvements for that Phase to City or Utility, whether or not the Adjacent Roadway is then currently in City or County jurisdiction, 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 Dedicated Public Improvements together with any and all easements necessary for access to the Dedicated Public Improvements. Developer shall execute such documents deemed necessary by City or Utility to effectuate the dedication of the Dedicated Public Improvements pursuant to this paragraph. Upon dedication, City or Utility shall have the right to connect or integrate the Dedicated Public Improvements for that Phase unto the facilities of City or Utility without charge, award of damages or consent of Developer. Dedication shall not constitute acceptance of any Improvement by City or Utility; all acceptance shall be accomplished following the Acceptance Procedure. That Phase of the Total Development Real Estate shall also be entitled to connect to all such Public Improvements and to the public water and sanitary sewer systems of the Utility, and the storm sewer and roadway systems of the City.

B. Guarantee of Improvements

1. Developer shall guarantee all Public Improvements required to be made by Developer pursuant to 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 Kenosha Water Utility Board of Water Commissioners, using the Acceptance Procedure (the "Guarantee Period"). 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 Improvements, which City and Utility deem necessary on a time and material basis.

2. Developer shall be responsible for any settlement of fill material which may occur in any 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 Public Improvement located in that Phase, using the Acceptance Procedure. Developer, at Developer's cost and expense, shall make any required repairs during that one-year Guarantee Period. City and Utility reserve the right to perform any required repairs which City or Utility deem necessary on a time and material basis.
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 for Phase II, III and IV, pursuant to this Section IV and to compensate City or Utility for City's or 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 or Utility may do or cause Developer's guarantee work to be done and impose a special charge and/or special assessment against that Phase for the cost of the work.

V. DEVELOPER INDEMNIFICATION

Developer shall indemnify, defend and hold harmless City and Utility, their officers, employees and agents ("Indemnitees") 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, attorney and 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 (collectively the "Damages"), 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, arising out of or in any way related to: the razing, removing or disposing of any structures within that Phase of the Total Development Real Estate; any environmental conditions affecting that Phase; the presence or alleged presence of hazardous material on or under that Phase whether as a result of activities on that Phase 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 Improvements required by this Agreement; or any claim for labor, materials or supplies furnished in connection with any of the Improvements required by this Agreement. Upon the filing with City and/or Utility of a claim for Damages arising out of the acts which Developer herein agrees to indemnify, defend and hold Indemnitees 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 itself and the Indemnitees. It is specifically agreed that City and/or Utility, at their own 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 any Indemnatee for any cause for which Developer is liable herewith, shall be conclusive against Developer as to liability and the amount of Damages. Any Damages, incurred or paid by any Indemnatee arising out of the acts which Developer herein agrees to indemnify, shall be reimbursed to the respective Indemnatee 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 Improvements to effectuate its purpose, and shall only apply to the Public Improvements on that Phase. Notwithstanding anything to the contrary contained herein, this indemnity shall not apply to the failure of the City to perform the City Responsibilities contained in paragraph VI below.

VI. CITY RESPONSIBILITIES

Upon application by Developer and upon payment by Developer of all required fees, City shall promptly process all permit applications and will issue all City permits required for the development of that Phase, provided Developer is in compliance with all City conditions of approval, all applicable WDNR requirements, all applicable USACE requirements, all applicable Federal and State environmental laws, rules, and regulations, 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. In addition, the City shall be responsible to enforce all provisions of the Kenosha-Somers-Paris Cooperative Plan and Intergovernmental Agreement (2017) (the "Cooperative Plan"), including specifically the provision which requires the County to turn over to the City any of the Adjacent Streets, so that the Developer can carry out its obligations herein to construct the applicable Street Improvements and to dedicate them, and the applicable rights of way, to the City. Notwithstanding anything to the contrary contained in this Agreement: 1) City confirms that the Developer shall be responsible to construct all Street Improvements and related improvements, to City Standards, being the WisDOT Urban Roadway Standards, and not to the County's Rural Highway Standards; 2) all Street Improvements will be designed and constructed to be identical to the improvements in 38th Street east of 128th Avenue; 3) City shall approve all of the improvements and dedication of land in the right of way of Adjacent Streets, when such improvements and dedications meet the requirements herein, notwithstanding whether the Adjacent Street is a City or County right of way at that time, and such City approval shall be deemed to be approval of the County for all purposes; and 4) the City shall secure the approval of the County for any such approvals and to resolve any differences of opinion between the City and County over these improvements and dedications, at no additional expense of Developer, and the City will take over the jurisdiction of 38th Street from the

frontage road to the west edge of the Street Improvements for this Development (the "City/County Agreement Obligation").

VII. MISCELLANEOUS

A. Notice

Any notice required to be given in this Agreement by any of the Parties is to be sent by recognized commercial courier or 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 recognized commercial courier or by hand, or mailing if by certified mail.

If to Developer: 38th Street, LLC
12575 Uline Drive
Pleasant Prairie, Wisconsin 53158
Attention: Dmitry Dukhan, Sr. Vice President

with copies to: Uline, Inc.
12575 Uline Drive
Pleasant Prairie, Wisconsin 53158
Attn: General Counsel

Uline, Inc.
12575 Uline Drive
Pleasant Prairie, Wisconsin 53158
Attn: Marcia Kester-Sperber

Nancy Leary Haggerty
Michael, Best & Friedrich, LLP
790 N. Water Street, #2500
Milwaukee, WI 53202

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 of the City of Kenosha, which are only the following: a) the dedication of the right of way for the 38th Street Roadway Improvements as defined herein; and b) the dedication of the eastern section of the Phase III land, for the widening of 128th Avenue ("Street Dedications") to make the right of way fifty-five (55') feet from the section line. There will be no street dedication required for 136th Avenue. Developer shall pay all impact fees in accordance with Chapter XXXV of the Code of General Ordinances for the City of Kenosha, related to each Phase, (except if limited below) prior to the City issuance of a building permit for work on that Phase. However, the City hereby agrees that no Phase of the Total Development Real Estate will be charged any impact fees, special assessments or charges of any type, for the cost of off-site improvements installed prior to the Developer's ownership interest in that Phase, to the extent the prior owner of that Phase has paid any such fees, and City further agrees that Developer shall not be obligated to dedicate any land other than the Street Dedications stated above, and shall not be obligated to install or pay for any roadway, utility, or intersection improvements, in connection with the development of the Total Development Real Estate, either directly or through special assessments, impact fees or other arrangements, other than the Street Improvements required herein and shown on Exhibit F, the Utility Requirements shown on Exhibit H, the Rights of Recovery shown on Exhibit J, and the Traffic Improvement Fee defined herein. The Traffic Improvement Fee shall be a payment of \$2,000,000, as an Impact Fee in

lieu of all other charges and fees of whatever nature, for any roadway, utility or intersection improvements, or other off-site improvement, including specifically in lieu of any obligation for improvements at the intersections marked with a yellow dot on the map on Exhibit F, and including specifically any improvements required in the future for Hwy 158 and the I-41 West Frontage Road. The Development will include the construction of industrial buildings which were the basis for the use of ITE Land Use Code 154 (High-Cube Transload Warehouse and Short-Term Storage Warehouse) to assess the traffic impact in the TIA. In the event that the New Construction proposed is outside the ITE Land Use Code used to complete the TIA, the Developer Traffic Improvement Fee may be subject to renegotiation by the City. The City hereby agrees that the City shall pay for all 128th Avenue roadway improvements, out of a Tax Incremental Financing District, at no cost to Developer other than by making the Street Dedication referenced above.

C. Assignment

Except for an entity that is either an affiliate of Developer, or an entity that has common ownership with Developer or Uline, Inc. (each a "Developer Affiliate"), Developer shall not assign or transfer this Agreement without the prior written consent of the City and/or Utility, before all the Public Improvements for that Phase have been completed, and accepted by the City and/or Utility, and in the case of Public Dedicated Improvements, dedicated and accepted by the City and/or Utility. Any unauthorized assignment or transfer shall be a breach of this Agreement thereby entitling the City and/or 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/or 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. This paragraph shall not prohibit the leasing of any of the Total Development Land.

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, and shall be binding on the Development regardless of any later changes in City ordinances or policies.

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. Recording

This Agreement shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, against Phase II, Phase III and Phase IV, and all costs of recording shall be paid by Developer.

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

The exhibits attached to this Agreement, which are listed on the page following the signature pages ("Exhibits"), 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 City Development upon review and approval by City Engineer and Utility General Manager.

I. Choice of Law and Venue

This Agreement and the certified survey map, the conditional use permit 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 Phase II, Phase III and Phase IV Real Estate for which permits and approvals are given, and shall be binding upon Developer, Developer's successors and assigns, and Developer's successors in title to Phase II, Phase III and Phase IV Real Estate. 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. Cooperation.

The City agrees to cooperate with the Town of Paris for any requirements required by any agreement between them, including the Cooperative Plan, and any Attachment Petition for a part of the Total Development Real Estate. The City agrees to issue estoppel letters, if requested by

Developer, to confirm the status of completion of any obligations hereunder. Further, the City agrees that no approval or permit issuance herein shall be delayed for failure of the City/County Agreement Obligation.

VIII. SPECIAL PROVISIONS

The following are special provisions for this Development and definitions that are used throughout this Agreement.

A. Towne Realty Intersection Agreement.

TI KCP I, LLC, and TI KCP II, LLC, both affiliates of Towne Realty, Inc. (together, "Towne Realty") own property immediately to the north of the Phase I Land and the Phase IV Land (the "Towne Realty Parcels," and which have Tax Key Numbers of 08-221-24-301-011 and 08-221-24-301-012, and an approximate legal description of Lots 1 and 2, CSM No. 2874). When the Towne Realty Parcels were developed, the City entered into an agreement with Towne Realty entitled "Future Street Improvements Agreement Between Towne Realty, Inc. and the City of Kenosha," dated July 2nd, 2018, and which was recorded in the Register of Deed's Office on August 14, 2018 as Document No. 1825616 (the "Towne Realty Intersection Agreement"). Although the Towne Realty Intersection Agreement was not recorded against the Phase I Land or the Phase IV Land, it identified as the "Adjacent Parcel," a parcel of land then known as Tax Parcel 45-4-221-252-0113, which is now known as 08-221-25-252-014, and is part of the Phase I Land. The City has agreed in the Phase I Development Agreement, that all obligations of the Towne Realty Intersection Agreement, as they relate to any part of the Phase II, III or Phase IV Land, are satisfied by the provisions of the Phase I Development Agreement and therefore, no further obligation remains herein.

B. Uline East Development Interconnections.

Route 142, LLC, which is a Developer Affiliate because its owners include some of the owners of Developer ("Uline East Owner"), has developed land in the City which is immediately east of the Phase I Land and Phase II Land, and which was described on Exhibit G to the Phase I Development Agreement as the "Uline East Development." Any obligations to dedicate part of the Uline East Development for roadway work, was accomplished in the Phase I Development Agreement, and therefore the City confirms no further dedication of Uline East Development land is needed for this Agreement.

C. Right of Recovery.

When the Uline East Owner developed the Uline East Development, it paid for certain water main and sewer main improvements, which resulted

in a Right of Recovery Assessment levied upon future development and on parts of the Total Development Real Estate in the amount of \$79,349.20 for the Water Main, and \$2,796.50 for the Sewer Main (together, the "First Right of Recovery Assessment"). This First Right of Recovery Assessment was owed by Developer as owner of the Total Development Real Estate, to the Uline East Owner as owner of the Uline East Development. Since these parties are both Developer Affiliates, Developer secured an agreement by which the Uline East Owner agreed to execute a Waiver and Termination of reimbursement of the First Right of Recovery Assessment, and the Developer signed that Termination, and the City agreed to officially terminate this First Right of Recovery Assessment on the Total Development Real Estate. Similarly, the Total Development Real Estate was encumbered by a second Right of Recovery, in the amount of \$57,826.00 for a water main on 38th Street and 128th Avenue, and \$16,088.50 for a Sanitary Sewer Main on 38th Street ("Second Right of Recovery"), which was waived by an agreement between the Developer and the Uline East Owner, and which the City agreed to terminate. City agrees that no part of the Total Development Real Estate is subject to any remaining Rights of Recovery, except as defined on Exhibit J as being due to LPC Kenosha I, LLC and referenced above.

D. Phasing.

Developer intends to develop all of the Total Development Real Estate in one coordinated development, but to do so in Phases. The four Phases are shown on Exhibit D. This Agreement is intended to create an agreement for each of Phases II, III and IV, but with applications for, and permits for work to be completed for only one specific Phase, as contained in those applications. No construction of any building or use of any buildings, on Phases II, III or IV may be commenced without application for and approval of, all permits required therefor as identified herein. Developer has not requested TIF Funds or financial assistance from the City for this Development, and there is no required timetable to complete any of the Phases.

IX. AUTHORIZATION

- A.** Developer represents to City and Utility that Developer is a Delaware limited liability company, is in good standing in Delaware, 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 _____, 2024.

C. City enters into this Agreement by authority of action taken by its Common Council on the _____ day of _____, 2024.

X. JURISDICTION.

The parties acknowledge that some of the intersections and roadways involved in the Street Improvements, are currently owned by the County, or by the Town of Paris, and that the City has jurisdictional control over some but not all of them. Further, the Phase II Land and the Phase III Land were in the Town of Paris, but subject to the Cooperative Plan which allows them to be attached to the City upon application by Developer, and those parcels have now been attached to the City, and are subject to this Agreement. City agrees to cooperate with the Town of Paris and County to carry out the plans contained herein for the Street Improvements. Further, City agrees to build, or cause the Town or County to build, any improvements to intersections studied in the Traffic Impact Analysis, other than the Street Improvements required herein, at no cost to Developer or to the Total Development Real Estate.

XI. UTILITY COMMITMENT.

As part of this Agreement, the City agrees to execute an underground easement or other permanent agreement, allowing the Developer to connect all buildings on the Total Development Real Estate to the "dark fiber" wire serving the Uline East Development, and to hydrogen gas service from the Uline East Development electric primary power plant.

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

38TH STREET, LLC
A Delaware Limited Liability Company

BY: _____
PHILLIP D. HUNT, its Authorized
Person

Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Phillip D. Hunt, Authorized Person of 38th Street, LLC, who is personally known to me.

BY: _____
Print Name: _____
Notary Public, _____ County, WI
My Commission expires/is: _____

KENOSHA WATER UTILITY
A Wisconsin Municipal Water Utility

BY: _____
David F. Bogdala, Chairperson
Board of Water Commissioners

Date: _____

BY: _____
Curtis Czarnecki, General
Manager
Kenosha Water Utility

Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024,
David F. Bogdala, Chairperson of the Board of Water Commissioners, and Curtis
Czarnecki, General Manager of the Kenosha Water Utility, a Wisconsin municipal water
utility, to me known to be such Chairperson and General Manager of said municipal
water utility, and acknowledge to me that they executed the foregoing instrument as
such officers as the agreement of said municipal water utility, by its authority.

BY: _____
Print Name: _____
Notary Public, Kenosha County, WI
My Commission expires/is: _____

BY: JOHN M. ANTARAMIAN, Mayor

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

STATE OF WISCONSIN)
COUNTY OF KENOSHA) : ss.

BY: _____
 Print Name: _____
 Notary Public, Kenosha County, WI
 My Commission expires/is: _____

50