



CITY OF ST. FRANCIS
PLANNING COMMISSION MEETING

OCTOBER 26, 2016
6:30PM

NOTICE

There will be a Planning Commission meeting on Wednesday October 26, 2016 at 6:30pm in the Committee Room at the St. Francis City Civic Center located at 3400 E. Howard Avenue.

PLANNING COMMISSION AGENDA

1. Call to Order
2. Minutes of the meeting held August 24, 2016 (not in packet)
3. Public Comment
4. Discussion and Possible Action
 - A. 3876 S. Kinnickinnic Avenue - St. Francis Animal Hospital
 1. Minutes of Aesthetic Control Board meeting held September 15, 2016
 2. Report on Aesthetic Control Board meeting held October 20, 2016
 3. Revised Building and Site Plans
 - B. 3849 South Packard Avenue – Clarification of Use
 - C. 2520 E. Norwich Avenue – Gutierrez Auto Repair Special Use Application
 - D. 2300 E. Layton Avenue – Pettis Marital Arts Expansion Special Use Application
5. Unfinished Business
 - A. 4235 S. Nicholson Avenue Site – RFP Review
 - B. Keren Properties Site – 2300 E. Layton Avenue
6. Adjourn.

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act. Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the St. Francis City Clerk at 481-2300. The meeting room is wheelchair accessible from the East and West entrances.

Note: There is the potential that a quorum of the Common Council may be present.

BMR
DESIGN GROUP, INC.
Architects - Engineers

503 West Lincoln Avenue
Milwaukee, Wisconsin 53207
Phone - (414) 384-2996
Fax - (414) 384-3904



**Proposed New Animal Hospital
At:
3876 South Kinnickinnic
St Francis, WI**

**DATE: October 20, 2016 - Revised
BMR PROJECT NO.: 2016-24**

PROJECT INFORMATION

PROJECT OWNER: Dr. Vic Dhillon
13100 W. National Ave
New Berlin, WI 53151
262-789-1954

PROJECT ADDRESS: 3876 S. Kinnickinnic
St. Francis, WI

PRINCIPAL IN CHARGE: Luis Barbosa

PROJECT ARCHITECT: Maria Nororis

PROJECT

Proposed Animal Hospital At:
3876 South Kinnickinnic Ave.
St. Francis, WI

PROJECT NO. 16-24

DATE 10/18/16

REVISIONS

NO.	DESCRIPTION

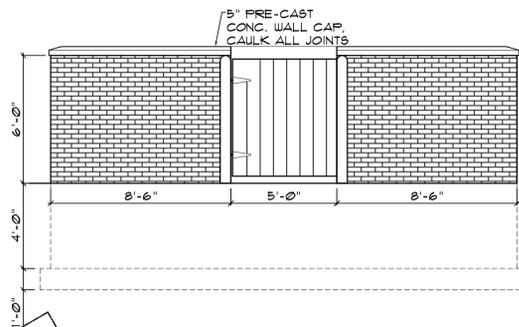
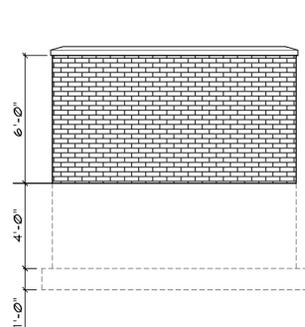
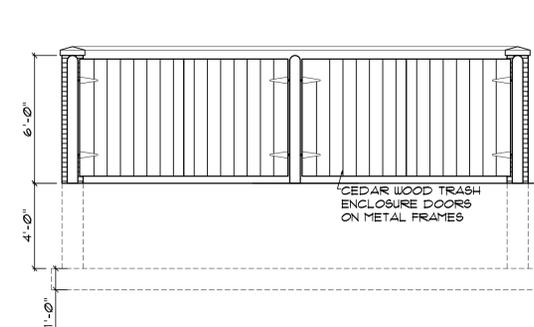
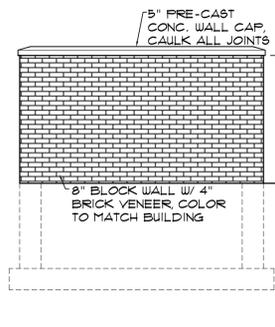
CHECKED BY L.B.

DRAWN BY M.N.

SCALE as noted

SHEET NO. A-1

SHEET TITLE

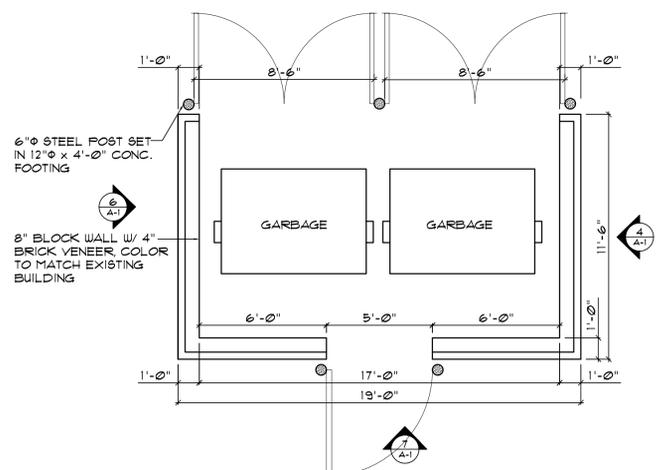


4 Garbage Enclosure Elev. A-1 Scale: 1/4" = 1'-0"

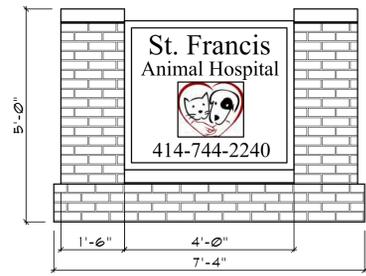
5 Garbage Enclosure Elev. A-1 Scale: 1/4" = 1'-0"

6 Garbage Enclosure Elev. A-1 Scale: 1/4" = 1'-0"

7 Garbage Enclosure Elev. A-1 Scale: 1/4" = 1'-0"



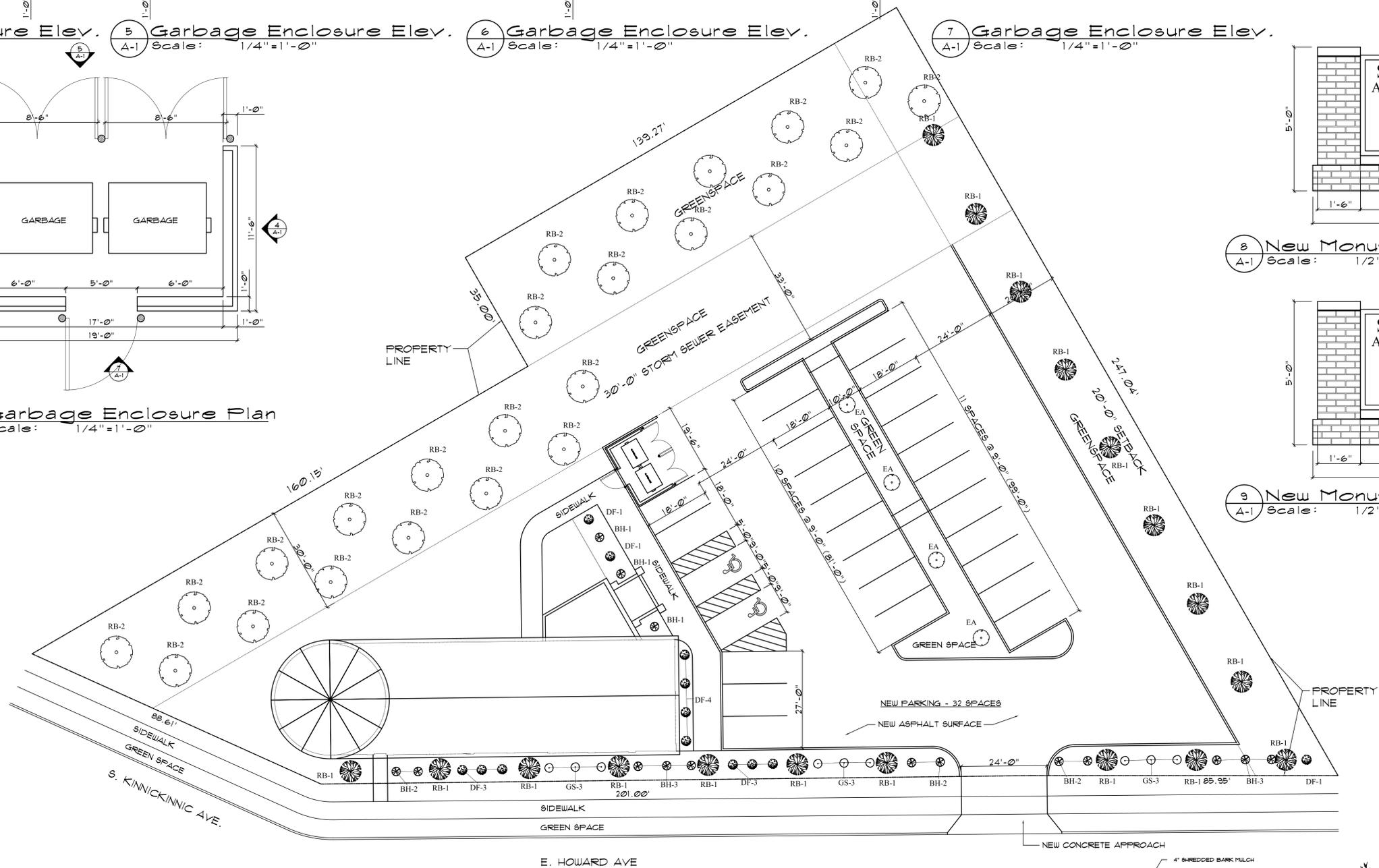
3 Garbage Enclosure Plan A-1 Scale: 1/4" = 1'-0"



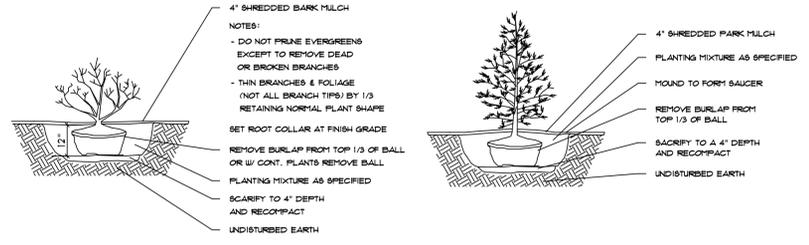
8 New Monument Sign A-1 Scale: 1/2" = 1'-0" Option #1



9 New Monument Sign A-1 Scale: 1/2" = 1'-0" Option #2



1 New Site Plan A-1 Scale: 1/16" = 1'-0"
NEW BUILDING: 5,000 SQ. FT.



2 Typ. Planting Detail A-1 Scale: N.T.S.

KEY	COMMON NAME	SCIENTIFIC NAME	QTY	SIZE
RB1	RIVER BIRCH SINGLE	BETULA NIGRA	18	2.5' BB
RB2	CONCOLOR FIR	ABIES CONCOLOR	24	20'
EA	EMERALD ARBORVITAE	THUJA OCCIDENTALIS "SMAGARD"	04	5' BB
DF	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES "HAMELN"	13	#1 CG
BH	BAR HARBOR JUNIPER	JUNIPERUS HORIZONTALIS "BAR HARBOR"	15	#3 CG
GS	GRO-LOW SUMAC	RHUS AROMATICA "GRO-LOW"	03	#2 CG

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Proposed Animal
Hospital At:
3876 South
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St. Francis, WI

PROJECT NO. 16-24

DATE 10/18/16

REVISIONS

NO.	DESCRIPTION

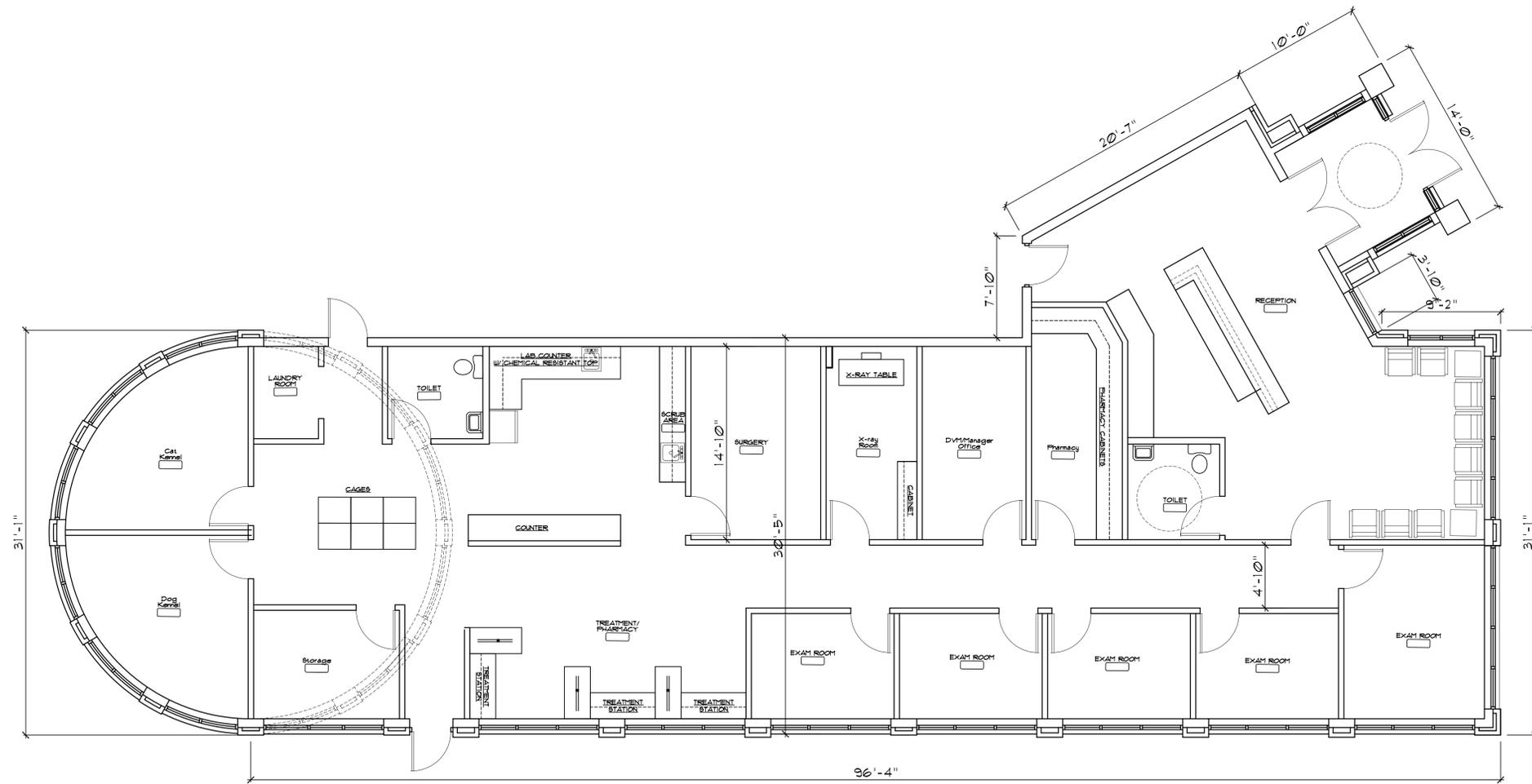
CHECKED BY L.B.

DRAWN BY M.N.

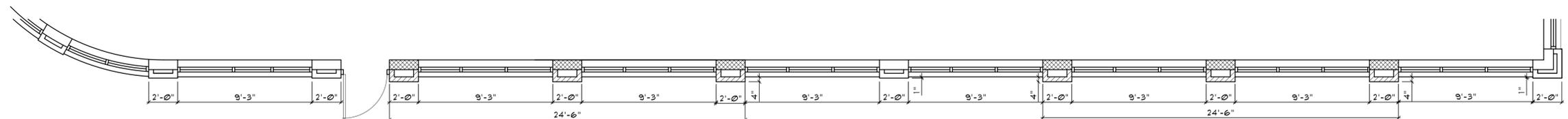
SCALE as noted

SHEET NO. A-2

SHEET TITLE



1 New Floor Plan
A-2 Scale: 1/8" = 1'-0"



2 Partial Wall Plan
A-2 Scale: 1/4" = 1'-0"

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PROJECT NO. 16-24

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REVISIONS

NO.	DESCRIPTION

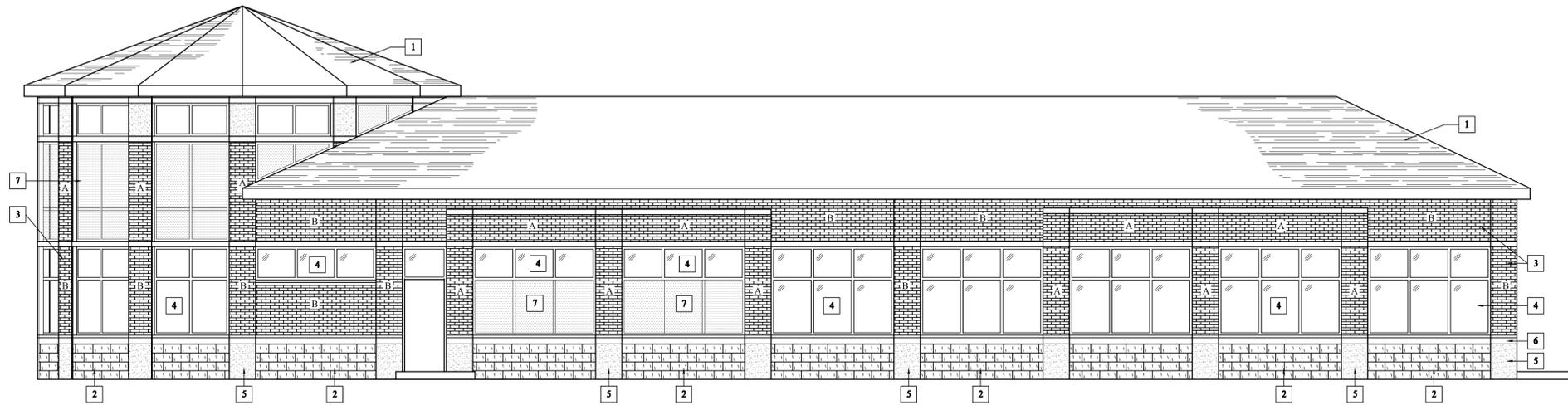
CHECKED BY L.B.

DRAWN BY M.N.

SCALE as noted

SHEET NO. A-3

SHEET TITLE

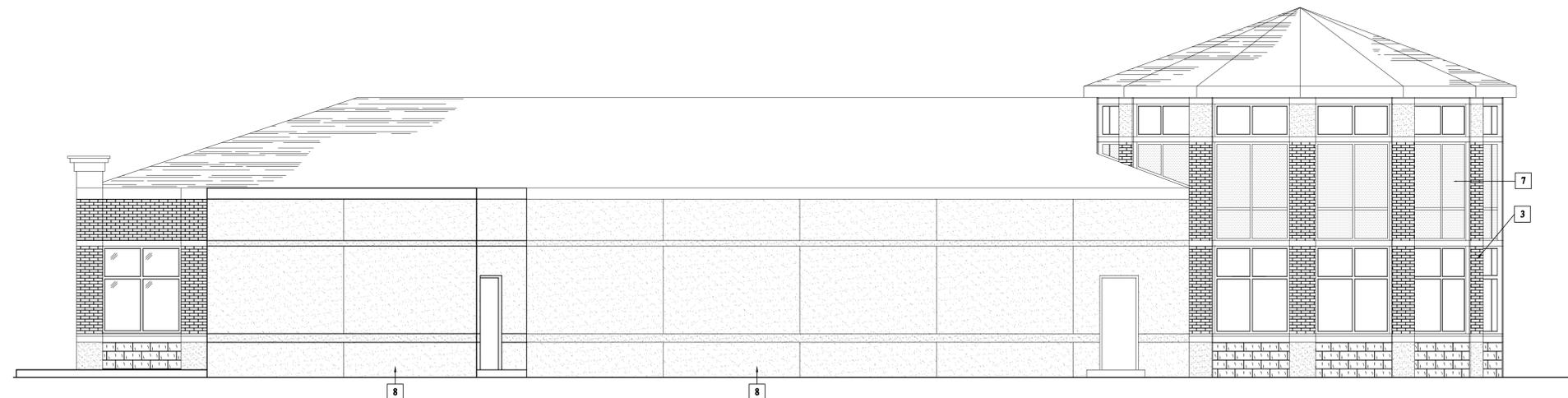


1 New South Elevation
A-3 Scale: 3/16" = 1'-0"



2 New East Elevation
A-3 Scale: 3/16" = 1'-0"

- 1 ASPHALT SHINGLES
- 2 SPLIT FACE CONCRETE BLOCK
- 3 BRICK VENEER - COLOR A AND COLOR B
- 4 ALUMINUM FRAME WINDOWS
- 5 STONE BASE
- 6 STONE SILL
- 7 METAL PANEL
- 8 STUCCO



3 New North Elevation
A-3 Scale: 3/16" = 1'-0"



Project # 2016-24
October 20, 2016

Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI





Project # 2016-24
October 20, 2016

Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI



CITY OF ST. FRANCIS
MINUTES OF THE AESTHETIC CONTROL BOARD

Thursday September 15th, 2016

Meeting Called to order at 6:30 PM

Members present Darin Frerichs, Jayme Krevs, Karen Lynn & Craig Vretenar.

Members excused - none.

Others present Keiker Alexis, Barb Bielinski, Luis Barbosa, Kelly Cronin

Jayme K. Motioned to approve the meeting minutes of August 18th 2016 seconded by Darrin F. Motion carries.

Discussion on application a. was held on the property addressed as 3236 E Koenig Ave. Trestle Creek Subdivision.

Colors stated on the plan were as follows: roof -driftwood, vinyl siding -English wedgewood, shakes – natural slate, gutters and trim – pebblestone clay, shutters and board and batt – peppercorn, windows – tan, garage door - brown, stone – winona weather edge, front door - rollex mocha.

Karen L.questioned the false window on the plan. Darrin F. explained some developers wanted a balanced look with the window openings so they will require a false window to achieve this. This was a Siepmann requirement as explained by Kieker A.

Karen L. asked if the front door was fiberglass or wood. Keiker A. stated it was fiberglass with a woodgrain finish painted a mocha color.

Darrin F. asked if the developer allowed vinyl siding. It is allowed in this subdivision.

Jayme K. asked if the shakes were cedar and were tey to be stained or painted. The shakes were vinyl and were to be a natural slate in color.

Karen L. motioned to approve with Jayme K. seconding. Motion carried.

Discussion on application b. 3876 S Kinnickinnic Ave St Francis Animal Hospital.

Darrin F. stated he noted differences on the plan versus the renderings regarding the façade. He liked the rotunda on the front and would like some of the façade to compliment the St Francis Brewery as to possible material types. The rotunda appeared to be heavy in the aesthetic look. Would metal panels similar to the brewery break this up?

Kelly C. stated Luis B did not receive a copy of comment until today. She also asked what the cost difference would be and long term maintenance of the metal vs the masonry. She believed the masonry would out last the metal as far as maintenance costs in long term.

Darrin F. said the masonry cost would be higher in terms of labor to install the material.

Jayne Krevs wanted to know which plan for the façade would be the one used? He liked the look of the how the windows were integrated into the rotunda. Discussion was held on spandrel glass versus metal panels to achieve a break in the amount of masonry.

Karen L. asked what type of signage was planned. Would it be similar to the brewery? Kelly C. said they liked the red letters on the brewery with the back lite red in the evenings. They had to come up with a size for the curve of the rotunda that would be readable from the street. She also stated they preferred the signage on the rotunda.

Kelly C. does not want to limit signage visibility so they would need to decide on the size and directional placement.

Jayne K. asked if a logo will be incorporated? Kelly C. stated this is a possibility and it would be animal related and smaller than the signage.

Darrin F. stated the facade materials of the rotunda should express the verticality of the rotunda.

Points the board requested.

1. On the rotunda, alternative materials or banding should be shown on the plan for discussion and approval.
2. Chosen signage should be shown on the plan that would be placed on the building as well as any chosen logo.
3. Chosen façade material should express verticality of the rotunda.
4. Review of the finalized plan.

No old business.

No new business.

Jayne K. motioned to adjourn with Darrin F. seconding. Motion carried.
Adjourned at 7:20 PM

Meeting adjourned at 7:00 PM

ORDINANCE NO. _____

AN ORDINANCE TO CONDITIONALLY REZONE CERTAIN LANDS
IN THE CITY OF ST. FRANCIS AS R-3 RESIDENTIAL MIXED-USE DISTRICT
WITH A SPECIAL USE UNDER § 455-23(C) OF
THE CITY OF ST. FRANCIS ZONING CODE
3849 South Packard Avenue

WHEREAS, an Application dated April 15, 2016 has been filed by J. P. Minchillo (“Applicant”) to rezone the lands commonly referred to as 3849 South Packard Avenue in the City of St. Francis, Milwaukee County, Wisconsin, which are more particularly described in the attached Exhibit A (the “Subject Property”); and

WHEREAS, the Subject Property is currently zoned as part of the R-3 Residential Mixed-Use District; and

WHEREAS, the Applicant seeks to maintain and use the property for purposes of an existing three-unit multi-family dwelling; and

WHEREAS, use of the property for a three-unit multi-family dwelling is only permitted in the R-3 Residential Mixed Use District if a Special Use is approved by the Common Council under §§ 455-23(C) and 455-48 of the City of St. Francis Zoning Code following a public hearing and receipt of Planning Commission recommendations; and

WHEREAS, the Applicant has supplied all required data pursuant to § 455-48(D) of the City of St. Francis Zoning Code including, but not limited to all information required under § 455-47 of the City of St. Francis Zoning Code, in sufficient detail to permit the evaluation of the approval criteria set forth in § 455-48 of the City of St. Francis Zoning Code; and

WHEREAS, the Application and related information provided by Applicant has been available for public inspection in the office of the City Clerk since April 15, 2016; and

WHEREAS, the Application was considered by the City of St. Francis Planning Commission at a regular meeting held on July 27, 2016 upon due notice to the public; and

WHEREAS, pursuant to § 455-48(E), entitled “Review”, prior to making any recommendation to the Common Council regarding the requested Special Use approval, the Planning Commission reviewed the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, street access, traffic generation and circulation, drainage, sanitary and storm sewer, water systems, landscaping, park requirements

and proposed plan of operation in relation to the standards and considerations detailed in § 455-48 of the City of St. Francis Code of Ordinances; and

WHEREAS, § 455-48(F) of the City of St. Francis Code of Ordinances provides that no special use permit shall be recommended or granted pursuant to Chapter 455 of the City Code of Ordinances unless the applicant shall establish the following:

- (1) Chapter and Comprehensive Smart Growth Plan purposes and intent. The proposed use and development will be in harmony with the general and specific purposes for which Chapter 455 was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of St. Francis Comprehensive Smart Growth Plan or element thereof.
- (2) No undue adverse impact. The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and will not substantially diminish and impair property values within the community or neighborhood.
- (3) No interference with surrounding development. The proposed use and development will be constructed, arranged, and operated so as not to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations.
- (4) Adequate public facilities. The proposed use and development will be served adequately by essential public facilities and services, such as streets, public utilities, including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities, or the applicant will provide adequately for such facilities.
- (5) No traffic congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- (6) No destruction of significant features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
- (7) Compliance with standards. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such

regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Planning Commission.

WHEREAS, the Planning Commission has recommended to the Common Council for the City of St. Francis ("Common Council") that the requested zoning be made and that the General Development/Site Plan be approved upon satisfaction of certain conditions that are incorporated herein; and

WHEREAS, the Planning Commission in making its recommendation, and the Common Council, having carefully reviewed the recommendation of the Planning Commission in making its determination as to the approval of the zoning requested, have given consideration to the following "considerations" as required by § 455-48(H) of the City of St. Francis Code of Ordinances:

- (1) Public benefit. Whether and to what extent the proposed use and development at the particular location requested are necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.
- (2) Alternative locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.
- (3) Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.
- (4) Establishment of precedent of incompatible uses in the surrounding area. Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area.

WHEREAS, notice having been properly given, a public hearing was held before the Common Council on September 6, 2016 as required by said Section 455-48(C); and

WHEREAS, having determined that all procedural and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety, and welfare of the community and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the community as to noise, dust, smoke, odor, and others, hereby determines that the rezoning will not violate the spirit or intent of the Zoning Code for the City of St. Francis, will not be contrary to the public health, safety, or general welfare of the City of St. Francis, will not be hazardous, harmful,

noxious, offensive, or a nuisance by reason of noise, dust, smoke, odor, or other similar factors and will not, for any other reason, cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the operation is conducted pursuant to the following conditions and in strict compliance with the same and is consistent with the recommendations found in the City of St. Francis comprehensive plan;

NOW, THEREFORE, the Common Council of the City of St. Francis, Milwaukee County Wisconsin, DO ORDAIN AS FOLLOWS:

SECTION 1: Commencing upon the date hereof, the Zoning Map of the City of St. Francis is hereby conditionally amended to rezone the Subject Property R-3 Residential Mixed-Use District – Special Use to permit use of the property as a three-unit multi-family residential property, subject to the conditions stated in Section 2 of this Ordinance being fully met.

SECTION 2: CONDITIONS IMPOSED.

The rezoning of the Subject Property to permit a residential duplex as set forth in the Application dated April 15, 2016 and related plans and materials submitted by the Applicant and on file in the office of the Zoning Administrator is hereby granted subject to initial and continued compliance with each and every one of the following conditions:

1. The Subject Property shall be used in compliance with all applicable provisions of the City Code including, but not limited to, fire safety, noise, parking, public health, sign regulations, and zoning regulations.
2. The Applicant is required and must have all plans current, approved by the Planning Commission for the City of St. Francis, and on file with the Planning Commission for the City of St. Francis. The Applicant shall be entitled to amend or change any plan contemplated herein subject to the aforementioned conditions and subject to the Planning Commission for the City of St. Francis approval and without a public hearing, if such amendments and/or change is not a substantial change from the original plan as approved and as allowed herein.
3. Permitted and accessory uses for the Subject Property shall be as set forth in § 455-23, R-3 Residential Mixed-Use District, of the City of St. Francis Zoning Code, as amended from time-to-time.
4. Use of the Subject Property, including but not limited to the lot layout, shall be in substantial conformity with the Application, site plan, plan of operation, and related plans considered by the Planning Commission at its meeting on July 27, 2016.
5. Use of the Subject Property shall be subject to two (2) vehicles per dwelling unit restriction

6. Use of the Subject Property shall be subject to the common area above the garage being limited to storage and not being occupied as a dwelling unit.
7. The Applicant shall comply with all Federal, State, County, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the Subject Property. In the event any applicable law(s), regulation(s), condition(s), restriction(s), and/or ordinance(s) conflict, the more restrictive shall control.
8. The Applicant is required to properly maintain the Subject Property at all times and in full compliance with the property maintenance ordinance provisions of the City of St. Francis, as amended from time-to-time, to the satisfaction of the Building Inspector.
9. The Applicant must pay all fees, costs, and assessments due and owing to the City of St. Francis and all costs and expenses incurred by the City of St. Francis, including legal and engineering fees and costs, arising out of or related to the Application, the review thereof, this Ordinance, and subsequent development of the Subject Property.
10. Any application for use of, or construction on, the lands described on Exhibit A, is an acknowledgement by Applicant that the Subject Property is subject to these conditions of approval. Applicant waives any claim(s) that it may have against the City of St. Francis, including, but not limited to, claims for damages, costs, and expenses, and claims of vested rights to the proposed development of the Subject Property, in the event any owner(s) of the Subject Property do not agree to the required terms.
11. Applicant shall satisfy all comments and concerns of the Building Inspector, City Engineer, Fire Chief, Police Chief, and Health Department pertaining to the Application and subsequent development and operation on the Subject Property under this Ordinance.
12. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In the case of a question as to the classification of use, the question shall be submitted to the Planning Commission for determination.
13. No use is hereby authorized unless that use is conducted in a lawful, orderly, and peaceful manner. Nothing in this Ordinance shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption, or exception to any law, ordinance, order, or rule of either the City of St. Francis, the County of Milwaukee, the State of Wisconsin, the United States of America, or other duly constituted authority except only to the extent that it authorizes a nonconforming use of the Subject Property in specific respects expressly described herein. This Ordinance shall not be deemed to constitute a building permit, nor shall this Ordinance constitute any other license or permit required by City Ordinance or other law or regulation.

14. The special use hereby granted shall be subject to all applicable limitations set forth in § 455-48(L) of the City of St. Francis Zoning Code, as amended from time to time.
15. The special use granted under this Ordinance may be amended, varied, or altered only pursuant to the procedures and subject to the standards and limitations provided in Chapter 455 of the City of St. Francis Zoning Code for its original approval.
16. Any violation of this Ordinance shall constitute a violation of the Zoning Ordinance for the City of St. Francis and shall be subject to the enforcement procedures contained in the City of St. Francis Zoning Code, as amended from time-to-time, and such other remedies as may be available to the City of St. Francis under Wisconsin law.

SECTION 3: SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect upon its passage and posting/publication as provided by law.

Passed and adopted at a regular meeting of the Common Council of the City of St. Francis this ____ day of October 2016.

City of St. Francis

By: _____
CoryAnn St. Marie-Carls, Mayor

ATTEST:

Anne B. Uecker, City Clerk/Treasurer

Exhibit A

Legal Description of Subject Property



City of St. Francis Building Inspector

3400 E Howard Ave
St. Francis, Wisconsin 53235
Ph 414-316-4311
Fax 414-481-6483

Office Hours Mon.- Fri. Craig Vretenar
8:00- 9:00 AM
1:00-2:00 PM

E-mail craigv@stfranwi.org

9/20/2016

Mayor St. Marie- Carls and Members of Common Council,

Attached is an application for Special Use for 2520 E Norwich Ave. the current zoning is M-1. The request is for ground transportation service (towing). The proposal is to tow repossessed vehicles for storage for small local dealerships. Please forward to the Plan Commission for their review and recommendation.

Sincerely,

Craig Vretenar
Building Inspector/
Zoning Administrator

City of St. Francis

3400 E Howard Ave
St. Francis, Wi. 53235

PAID IN FULL

SEP 14 2016

CITY OF ST FRANCIS

APPLICATION FOR CHANGE OF ZONING ORDINANCE, PLANNED UNIT DEVELOPMENT OR SPECIAL USE

Important: No application for a change of zoning will be given consideration by the City Planning Commission or Common Council, unless made on this form. This application form will be the permanent record in this case. Applicant should use care in setting forth clearly and completely all facts relied upon to support the zoning change applied for. Be sure property description given in petition and on accompanying survey(s) is correct.

Note: All applications must be accompanied by a check or cash in the sum of \$195.00 for regular change of zoning or \$300.00 for Planned Development or Special Use (Plus .00065 per dollar of development cost to be paid at permit application)

To the Honorable Mayor and Common Council of the City of St. Francis,

____ (I -We) the under signed owner(s), _____, representative(s) _____ (check one) of all or part of real property described below, hereby petition your Honorable Body to change, alter, and amend the boundaries of use districts by changing from the M1 District to the M1SU District the following described property, a plat of which, as well as a statement of facts pertaining to the change requested are attached hereto and made part of this petition.

Address(s) 2520 E Norwich

Current use Vacant

Proposed use Ground transportation Services and watchman service headquarters.

Tax Key Nos. 584-9981-000

Signed [Signature] Date 09/07/16 Title Owner
Print name Carlos N Gutierrez

State of Wisconsin)
Milwaukee County) SS.
ACKNOWLEDGMENT

NOTE: CC: Applicant – City Engineer
Zoning Administrator
FEE \$ 300⁰⁰

Personally came before me this 07 day of September, 2016, the above named Carlos N Gutierrez and _____ to me known to be the persons who executed this document, and I hereby acknowledge the same.



Esmeralda Guzman-Ortiz Notary Public, Wisconsin
(Signed) sep-7-20
Esmeralda Guzman-Ortiz My Commission (expires) (is permanent)
(Print name) (Strike-one) (Date)

STATEMENT OF FACTS PERTAINING TO THE ACCOMPANYING REQUEST FOR A
CHANGE OF

ZONING ORDINANCE

The following deed restrictions are in effect on the above property: (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

None to our knowledge

The following deed restrictions are in effect on property immediately opposite above property. (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

None to our knowledge

Property in the block in which the above described property is situated is now devoted to the following uses: (Describe fully all existing uses.)

Mid-America Steel Drum Company Inc.
a company that processes and reconditions
containers

Petitioner proposes to erect on the above property: (State fully, proposed building, structure or other improvements and accompany with site, grading, parking, landscape and building plans.)

Looking to open a garage door
on the east side of the
building

If you are petitioning for a change to a Business District:

1. What percentage of lots within a radius of 1000 feet is now improved with buildings:

N/A

2. How far is your property from the two nearest local Business Districts, and the extent of each district?

N/A

Owners of property(s) actually included in the proposed change to sign below.

(Signed) _____ (Date) 9/15/16 _____ (Signed) _____ (Date) ____/____/____

(Print Name) Carlos Gutierrez _____ (Print Name) _____

(Signed) _____ (Date) ____/____/____ _____ (Signed) _____ (Date) ____/____/____

(Print Name) _____ (Print Name) _____

(Signed) _____ (Date) ____/____/____ _____ (Signed) _____ (Date) ____/____/____

(Print Name) _____ (Print Name) _____

(Signed) _____ (Date) ____/____/____ _____ (Signed) _____ (Date) ____/____/____

(Print Name) _____ (Print Name) _____

NOTE:

Please provide us with the Names, Addresses and/or Email of people to be notified for all meetings and Public Hearings relating to this change of Zoning request.

**Failure of representative to attend a meeting
will result in no action being taken.**

Carlos Gutierrez
(414) 406-4039
2948 S 9th ST
Milwaukee, WI 53215

Esmeralda Guzman
414-208-8557
Kenya0622@aol.com

CITY OF ST. FRANCIS

LIST OF DATA AND PLANS REQUIRED

BEFORE SCHEDULING FOR A PLANNING COMMISSION REVIEW

OF

APPLICATION FOR CHANGE OF ZONING

10 SETS OF PLANS AND DATA FOR PLANNING COMMISSION

12 SETS OF PLANS AND DATA FOR PUBLIC HEARING

___ 1) Name of owner(s) – (Including proof)

2) Option(s) on property – (Including proof) *Lease agreement*

___ 3) Recent plat of Survey – (One year limit) & Legal Property Description(s) of all properties requested to be rezoned.

___ 4) Preliminary Site Development Plan(s) – (Showing Structures, Parking & Traffic patterns, Proposed and Present Elevations (including adjacent parcels) and preliminary Landscape plans.

___ 5) Building Plan(s) – To include Floor Plans, Elevations and Individual Living Unit Plans

___ 6) Estimated Cost of Improvements – (Structure & Land)

NOTE: X denotes information required pending Planning Commission review.

Council Meetings held on Tuesday of the first full week of the month and Tuesday of the third week of every month at 7:00 PM in the Council Chambers, 2nd floor of City Hall.

Planning Commission meetings held the fourth Wednesday of the month (or call of the Chair). 7:00 PM – Committee Room, adjacent to the Council Chambers.

All applications to be reviewed by Zoning Administrator prior to filing with City Clerk. Please make an appointment. Office hours 8 to 9 AM & 1 to 2 PM.

Zoning Administrator)

____/____/_____
(Date)

**ACKNOWLEDGEMENT AND CERTIFICATE OF THE APPLICANT'S
RESPONSIBILITY FOR ALL CITY'S COSTS AND EXPENSES**

Applicant, Carlos Gutierrez hereby acknowledges the applicants responsibility for all City's costs and expenses directly or indirectly related to the applicant's request under Article IV 455- 31 and Article VIII 455-48

455-9 FEES

- D. Costs recoverable. All costs incurred by the City in the consideration of any requests by an applicant related to this chapter or Chapter 402, Subdivision of Land, shall be recoverable, including, without limitation by enumeration, the following:
- (1) All professional and technical consultant services and fees retained by the City and rendered in review of any application, including but not limited to the City Engineer, Planner, City Attorney or any other professional or expert hired by the City for purposes of review of the application or presubmission request.
 - (2) Legal publication costs.
 - (3) Court reporter costs, as deemed necessary by the City Planning Commission.
 - (4) Copy reproduction.
 - (5) Postage.
 - (6) Inspection fees incurred by the City Building Inspector.
 - (7) Document recording (if required).
- E. Billing of costs. The City Clerk shall, on a monthly basis, bill all costs recoverable, other than all professional City Attorney fees, including fees of any designee of the City Attorney, pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City's billing. The Common Council may require an applicant to submit an advance deposit against future billings by the City for the recovery of costs provided by this chapter. Surplus deposit shall be returned to the applicant at the conclusion of the project if such deposit exceeds the amount of billings for recoverable costs. Any billed costs from the City unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- F. Billing of attorney fees. The City Attorney shall, on a monthly or quarterly basis, bill all costs recoverable pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City Attorney's billing. Any billed costs from the City Attorney unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- G. Conditions of all applications. Notwithstanding anything in the City Code to the contrary, payment in full of all recoverable costs pursuant to this chapter shall be a precondition to the final approval of any application. This precondition shall extend to any City board request for an advance deposit against future billings for recoverable costs as called for herein.

Applicant shall be provided with a signed copy of this document.

Dated this 15 day of September, 2016

Carlos Gutierrez
Name of Applicant

Representative of Applicant

Confirmation of Receipt Of
Original Acknowledgement And Certificate

Anne B. Uecker
ANNE B. UECKER, CMC CITY CLERK

OVERVIEW

Gutierrez Auto Repair is a family own complete car care business located on 2948 s 9th ST Milwaukee WI 53215. Gutierrez Auto repair has been in business since 2010 and has been growing ever since adding a Tow Truck in 2012 and now offering our repossession services to small local auto dealerships in order for us to provide a better service we are looking to use the building located on 2520 w Norwich Ave ST Francis, WI 53235 as a secure storage facility and work office as well as using the small apartment upstairs as a watchman headquarters. As stated before we are only serving auto dealerships to do repossessions which means the cars are in total working condition but customers were unable to make their payments. There is not going to be any wreck car storage at this facility. Since we are the ones delivering the vehicles to and from the facility there is no going to be any traffic concerns or customers walking in and out of the building.

2520 NORWICH



EAST SIDE OF Building



EAST SIDE OF BUILDING

FRONT SIDE OF BUSINESS



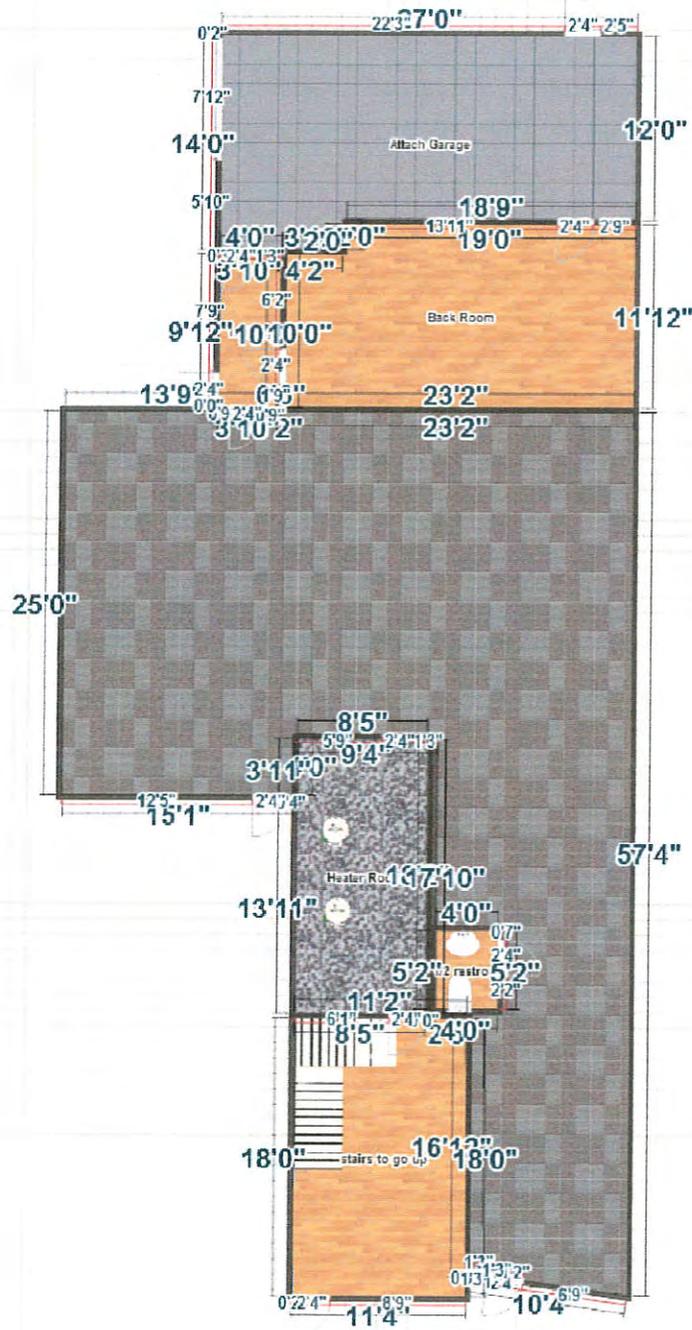
WEST SIDE OF BUILDING





↑
Looking to build a garage
Door.

1ST FLOOR



2nd Floor



Land Description - 2520 East Norwich Avenue - Tax Key 584-9981-000

A part of the N.E.¼ of Section 22,T.6 N.R.22 E. in The City of St. Francis, Milwaukee County, Wisconsin, which is bounded and described as follows: COMMENCING at a point which is 457.60 ft. South of the North line and 491.43 ft. East of the West line of said ¼ Section; THENCE West and parallel to the North line of said ¼ Section, 65.00 ft. to a point; THENCE South and parallel to the West line of said ¼ Section, 202.40 ft. to a point; THENCE East and parallel to the North line of said ¼ Section, 65.00 ft. to a point; THENCE North and parallel to the West line of Said ¼ Section, 202.40 ft. TO THE PLACE OF BEGINNING. RESERVING the South 33.00 ft. for street purposes.

2015 Real Estate Tax Summary

01/06/2016 11:35 AM

Page 1 Of 1

Parcel #: 584-9981-000
 Alt. Parcel #:

CITY OF ST. FRANCIS
 MILWAUKEE COUNTY, WISCONSIN

Tax Address:
 ARTURO FLORES
 2520 E NORWICH AVE
 ST.FRANCIS WI 53235

Owner(s): O = Current Owner, C = Current Co-Owner
 O - FLORES, ARTURO

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	5026	ST FRANCIS SCHOOL DIST
SP	0900	MATC

Property Address(es): * = Primary
 * 2520 E NORWICH AVE

Legal Description: Acres: 0.000
 E 65 FT OF W 491.43 FT OF S 202.40 FT.
 OF N 660 FT. OF NE1/4 SEC 22-6-22

Parcel History:

Date	Doc #	Vol/Page	Type
------	-------	----------	------

Plat: * = Primary **Tract:** (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	89768	Net Mill Rate	0.029104061	Installments		
Land Value	31,000	Gross Tax	3,586.79			
Improve Value	83,500	School Credit	254.37			
Total Value	114,500	Total	3,332.42	1	01/31/2016	1,628.69
Ratio	0.9390	First Dollar Credit	75.07	2	03/31/2016	814.33
Fair Mrkt Value	121,900	Lottery Credit	0.00	3	05/31/2016	814.33
		Net Tax	3,257.35			
		0 Claims				

	Amt Due	Amt Paid	Balance	Bal. Codes
Net Tax	3,257.35	3,257.35	0.00	N
Special Assmnt	0.00	0.00	0.00	N
Special Chrg	0.00	0.00	0.00	
Delinquent Chrg	0.00	0.00	0.00	
Private Forest	0.00	0.00	0.00	
Woodland Tax	0.00	0.00	0.00	
Managed Forest	0.00	0.00	0.00	
Prop. Tax Interest		0.00	0.00	
Spec. Tax Interest		0.00	0.00	
Prop. Tax Penalty		0.00	0.00	
Spec. Tax Penalty		0.00	0.00	
Other Charges	0.00	0.00	0.00	
TOTAL	3,257.35	3,257.35	0.00	
Over-Payment		0.00		

PAID IN FULL

JAN 06 2016 *KF*

CITY OF ST. FRANCIS

Notes:

Payment History: (Posted Payments)

Date	Receipt #	Source	Type	Amount	GPT	SA	Int.	Pen.	Total
01/06/2016	19529	C	T	2,838.31	P	N	0.00	0.00	2,838.31
01/06/2016	19530	C	T	419.04	N	N	0.00	0.00	419.04

Key: Balance Code: D - Delinquent, P - Postponed, N - No Balance
 Payment Source: C - County, M - Municipality
 Payment Type: A - Adjustment, L - Lottery, R - Redemption, T - Tax

LEASE AGREEMENT

This Lease Agreement dated the 20th day of July, 2016, is by and between **GUADALUPE FLORES and ARTURO FLORES** ("Landlord"), and **JOSEFINA GUTIERREZ and CARLOS GUTIERREZ**, ("Tenants").

WITNESSETH:

Landlord hereby leases to Tenants, and Tenants hereby lease from Landlord, the Premises hereinafter described upon the terms and conditions set forth herein. This Lease Agreement is made between the parties with the intent that upon the expiration of the Lease Term, Tenants will take ownership of the Premises

1. PREMISES

The Premises is 2520 E. Norwich Avenue, St. Francis, WI. Tenants shall have the right to occupy, and Landlord shall deliver occupancy of the Premises upon full execution of this Lease Agreement by all parties. It is understood by the parties that occupancy shall take place prior to the commencement of the Lease term.

2. TERMS

The term begins on July 20, 2016, commencement date, and shall terminate on October 19, 2020, at 11:59 p.m.

3. RENT AND MONTHLY PAYMENT

Throughout the Lease Term, Tenants shall pay monthly payments, as installment payments to Landlord for the Premises in the amount of \$110,000.00 as provided below:

\$8,000.00 at the time of signing;

\$2,000.00 per month, beginning on August 1, 2016 for fifty-one (51) months. Payable on the 1st day of each calendar month.

Payments shall be made to **ARTUTO FLORES AND GUADALUPE FLORES** at 3300 W. Lakefield Dr. Milwaukee, WI 53215, or at any other location specified by Landlord in writing.

4. USE OF PREMISES

Tenants covenants and agrees that during the term of this Lease Agreement, the Premises shall be used solely as warehouse for motor vehicles, trucks and motor vehicle parts. Tenants shall obtain all necessary permits, licenses and approvals, and otherwise comply with all applicable laws.

Tenants shall not sell, display or otherwise harbor any products or accessories that may be used for the consumption or use of any illegal substances.

Tenants shall not permit any practices to occur on the Premises which are unlawful or constitute a private or public nuisance. Tenants will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Tenants or occupants of the building or Landlord in its operation of the Property.

5. ASSIGNMENT AND SUBLETTING

Tenants shall not sublet or encumber all or any part of Premises or assign or transfer this Agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld.

6. PERMITS AND OTHER LICENSES

Tenants shall, at Tenants' sole cost, obtain and comply with any and all present and future permits, consents, authorizations, licenses, fees, charges and other governmental authorizations and approvals of whatever type necessary for Tenants' use of the Leased Premises permitted by this Lease Agreement.

7. INSURANCE

A. At all times during the term, Tenants shall carry and maintain, at Tenants' sole expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single limit of not less than \$500,000.00 on an occurrence basis. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenants of the indemnity agreements set forth in Section 8 of this Lease Agreement;

(2) Insurance covering all of Tenants' interest in the improvements on the property, furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenants' business and found in, on, or about the Premises, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease Agreement ceases under the provisions of Section 15 hereof, Tenants will be entitled to any proceeds resulting from damage to Tenants' interest in the property, furniture and fixtures, machinery, equipment, stock, and any other personal property; and

B. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional

insureds, and evidence of premium payment shall be delivered by Tenants to Landlord prior to the commencement of the term of this Lease Agreement, and from time to time at least ten (10) days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Tenants will name Landlord.

C. Landlord agrees to keep and maintain on the building containing the Premises a policy or policies of fire and extended coverage insurance on the Premises in the amount of the replacement value thereof.

D. Tenants waive any and all rights to recover against Landlord for any loss or damage to Tenants arising from any cause covered by any property insurance required to be carried by such party pursuant to this Section 7 or any other property insurance actually carried by such party to the extent of the limits of such policy. Tenants shall cause its respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Property or the Premises or the contents of the Property of the Premises.

8. INDEMNIFICATION

A. Tenants hereby agrees to defend, indemnify and hold Landlord and agents harmless from and against any and all claims, demands, damages, judgments, liability, losses, costs and expenses, including reasonable attorney's fees, in any matter arising out of or in connection with the use of the Premises by Tenants, the breach or default on the part of Tenants in the performance of any covenant or agreement contained in this Lease Agreement, or any negligent or intentional acts or omissions of Tenants.

B. Tenants shall indemnify, defend and hold harmless Landlord and Landlord's Related Parties from any and all conditions, liabilities, damages, costs, losses, expenses and claims of every kind or nature (including, but not limited to, court costs, attorney's fees and engineering and consulting fees) that may be asserted against Landlord and Landlord's Related Parties, or that any of them may incur, relating to, arising from or attributable to (i) the use, existence, handling, generation, storage, treatment, disposal, transportation or release of any hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos, PCB's and all petroleum derivatives or distillates) on, in, at, from or under the Premises or Property, or used in connection therewith, by Tenants or Tenants' agent or (ii) the presence of such hazardous substances on the Premises or Property at any time during the Lease Term.

9. NOTICES

All notices or demands under this Lease Agreement shall be in writing and (i) personally served, or (ii) sent by certified or registered U.S. mail, return receipt requested, postage prepaid.

Any notice or demand sent to Tenants shall be addressed:
JOSEFINA GUTIERREZ and CARLOS GUTIERREZ
2520 E. Norwich Avenue
St. Francis, WI 53235

Any notice or demand to Landlord shall be addressed:
ARTUTO FLORES AND GUADALUPE FLORES
3300 W. Lakefield Dr.
Milwaukee, WI 53215

10. SIGNS

The Tenants understands that it will be their responsibility to purchase and install a building sign. The size, shape, construction and content of any such sign, including any alterations thereto, shall be subject to Landlord's approval. Landlord shall not unreasonably withhold approval of the Tenants' sign design or type of sign

11. LANDLORD'S INSPECTION RIGHTS

Landlord shall have the right at all reasonable times upon reasonable notice to enter upon the Premises for the purpose of inspecting same. The exercise of such right shall not be deemed an eviction or disturbance of Tenants' use or possession.

12. ALTERATIONS

A. Tenants shall accept Premises in its present condition "AS IS" and without calling upon Landlord to make any expenditures or to perform any work for the preparation of the Premises for Tenants' occupation or use.

Tenants shall, at its sole expense, make all other alterations and installations in and to the Premises necessary for Tenants' occupation and use, including, but not limited to, any changes to the existing plumbing, electrical system or partition walls necessary for Tenants' intended uses. Before commencing such alterations and installations, Tenants shall submit any plans for such alterations and installations and obtain Landlord's prior approval, such approval not to be unreasonably withheld.

B. Tenants shall indemnify and hold Landlord and Landlord's Related Parties harmless from and against any and all bills for labor performed and equipment, fixtures and materials furnished to the Tenants; from and against any and all liens, bills or claims therefore or against the Premises; and from and against any and all losses, damages, costs, expenses, suits, claims and demands, in connection with said alterations and additions.

13. MAINTENANCE AND REPAIRS

A. After occupancy, Landlord shall not be obligated to incur any expense for repairing any improvements upon the interior of the Premises or connected therewith. Tenants shall, at Tenants' own expense, keep the interior of the Premises and all improvements thereto, and all equipment, facilities and fixtures therein contained, in good order and repair (with the exception of ordinary wear and tear) and in a clean, sanitary and safe condition and in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction. Tenants shall not permit the accumulation of refuse on or about the Premises nor permit any other damage or waste to the Premises.

B. As part of Tenants' obligation to keep the interior of the Premises in good repair, Tenants shall replace all broken glass with glass of the same size and quality as that broken and shall replace all damaged plumbing fixtures with fixtures of equal quality.

14. SURRENDER OF POSSESSION/ALTERATIONS

A. In the event Tenants fail to fulfill this Agreement, Tenants shall quit and surrender the Premises in good condition and repair, reasonable wear and tear excepted, and will deliver the keys at the place of payment of rent, or as directed by Landlord. Holes in the drywall shall not be considered reasonable wear and tear. Failure to surrender the Premises in good condition and repair at the expiration of the tenancy created hereunder, whether by lapse of time, default or otherwise, shall constitute a default of this Lease Agreement.

B. Tenants shall not make substantial changes, alterations, additions or improvements to the Premises without the prior written consent of Landlord. Alterations, additions or improvements on or in the Premises at the expiration of this Lease Agreement or in the event of default shall be and become a part of the Premises and shall remain upon and be surrendered with the Premises at the termination of this Lease Agreement, unless removal of same is authorized in advance in writing by Landlord. Tenants shall be liable for damages caused to the Premises by Tenants' authorized or unauthorized removal of any alterations, additions or improvements to Premises or for any damage caused by Landlord's removal of alterations, additions or improvements.

15. DAMAGE AND DESTRUCTION

If the Premises are damaged or destroyed, in whole or in part, by fire or other casualty, Landlord has the option to repair and restore the Premises to the condition that the same were in prior to the damage or destruction, or to terminate this Lease Agreement. Landlord shall exercise its option by written notice to Tenants within sixty (60) days of the date of such damage or destruction. If Landlord fails to give notice, Landlord shall be deemed to have elected to repair and restore. If Landlord elects to terminate, the Lease Agreement shall terminate effective on the date the Premises were damaged or destroyed. Monthly payment shall abate pro rata during any period beginning on the occurrence of the damage or destruction and ending when the Premises are restored or the Lease Agreement terminates pursuant to Landlord's election. Landlord has no obligation under this Lease Agreement to expend funds in repairing and restoring the Premises in excess of the Landlord's property insurance proceeds payable as a result of such damage or destruction.

16. CONDEMNATION

A. If the whole of the Premises shall be condemned by any governmental agency or political subdivision or sold to any governmental agency or political subdivision in lieu of condemnation, the term of this Lease Agreement shall cease upon the date of condemnation, monthly payments shall be paid only up to such date and Landlord shall be entitled to the award or proceeds of sale.

B. In the event of a partial condemnation or sale to any governmental agency or political subdivision in lieu of condemnation and the remaining portion of the Premises is not within the reasonable judgment of Tenants of sufficient utility to permit Tenants to carry on its business in the same manner as before the condemnation, Tenants shall so notify Landlord of that fact no later than thirty (30) days after possession of the condemned property is turned over the governmental agency or political subdivision, and this Lease Agreement shall terminate as of the date Tenants vacates the remaining portion of the Premises, and monthly payment shall be paid only up to said date and Landlord shall be entitled to the entire award or proceeds of sale. In the event Tenants do not so notify Landlord or the remaining portion of the Premises remains suitable for the carrying on of Tenants' business, Landlord shall repair or restore as nearly as possible to their condition immediately prior to the condemnation or sale in lieu thereof any portions of the improvements to the Premises affected by the condemnation or sale in lieu thereof; provided, however, that Landlord's obligation to restore is limited to the amount of the condemnation proceeds paid to Landlord.

17. UTILITIES, GARBAGE REMOVAL AND TAXES

A. Tenants shall transfer the utility and services into their name upon the date they open for business, and are responsible to pay bills when due. If any such bills are not paid when due, Landlord shall have the right to pay the same and the amounts so paid shall become additional rent and payable with the installment of base rent next due thereafter.

B. Tenants shall pay water, garbage/trash removal, outside landscape maintenance. Tenants shall pay for real estate taxes when due and furnish Landlord with a copy of a receipt for said payment by February 1st of the following year.

18. NO LIABILITY UPON LANDLORD

Landlord shall not be liable for any claims, demands, losses, costs, expenses or damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures, in, above, upon or about the Property or Premises or any building or improvement thereon, nor for any damage occasioned by trap door or otherwise, nor for any damages arising from acts or negligence of any owners or occupants of adjacent or contiguous property.

19. DEFAULT

If any one or more of the following events shall occur:

(a) Tenants fails to pay the monthly payment or any other sum due under this Lease Agreement, and such default shall continue for sixty (60) days after notice thereof in writing by Landlord to Tenants; or

(b) Tenants defaults in the prompt and full performance of any other covenant, condition, agreement or provision of this Lease Agreement and such default shall continue for fifteen (15) days after notice thereof in writing by Landlord to Tenants, except no such notice shall be required for defaults that Landlord does not acquire

knowledge about until after Tenants' abandonment of the Premises or termination of the Lease Agreement; or

(c) Tenants abandon the Premises or the same shall become vacant or unoccupied and remain so for any period of sixty (60) consecutive days during the term of this Lease Agreement;

then in any such event of default, as herein described, Landlord may, at its option and in addition to any other remedies provided by law, and without any further demand or notice, declare this Agreement at an end, re-enter the Premises with process of law, eject all parties in possession thereof therefrom, and repossess and enjoy the Premises together with all additions, alterations and improvements thereto and Tenants shall forfeit all monies paid.

The remedies specified herein shall not limit or restrict in any manner any other remedy available to Landlord by law.

20. COMPLIANCE WITH LAWS

Tenants shall comply with all laws, regulations, ordinances and orders of federal, state, county or municipal authorities and with any direction made pursuant to law of any public offices, relating to Tenants' use of the Premises. Tenants shall not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws, for the use or purposes of demonstrations or picketing, or for any improper, immoral, unlawful, pornographic, sexually explicit, or objectionable use or purpose. Tenants shall not commit waste or suffer or permit waste to be committed in, on, or about the Premises.

21. CONDITION OF PREMISES

Tenants accept the Premises in "AS IS" condition, and shall return and surrender the same to Landlord after the termination of the Lease Agreement in substantially similar or better condition.

22. AGREEMENT TO SELL

The Landlord agrees that upon completion of the Term of Four(4) years three (3) months and Tenants' compliance and fulfillment of all the terms of this Agreement, they will convey the Premises to the Tenants, free and clear of all mortgages, liens and encumbrances

23. APPLICABLE LAW

This Lease Agreement shall be governed by the laws of the State of Wisconsin.

24. RIGHTS CUMULATIVE; NONWAIVER

All rights and remedies of parties stated herein shall be cumulative and none shall exclude any other rights or remedies allowed by law, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as the occasion

therefore arises. No delay or omission of the exercise of any rights by either party to this Lease Agreement shall impair any such right or shall be deemed a waiver of any default.

25. COUNTERPARTS

This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one document.

26. SEVERABILITY

The invalidation of any one or more of the provisions herein shall not affect the validity of the remaining provisions herein.

27. AMENDMENT

This Lease Agreement may not be amended, except by an instrument in writing signed by all of the parties hereto.

28. SUCCESSORS

This Lease Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

29. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all written or oral negotiations, warranties, representations, agreements or other understandings in regard thereto and supersedes any and all prior Lease Agreements of the Premises to which Landlord and Tenants are a party.

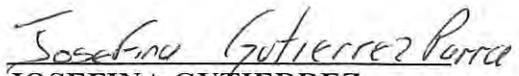
Dated: 7-20-16

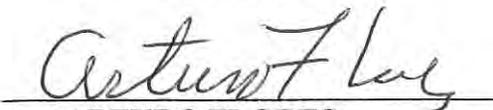
Dated: 7/20/16

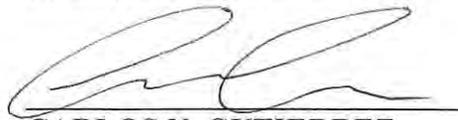
Landlord/Seller:

Tenants/Buyer:


GUADALUPE FLORES


JOSEFINA GUTIERREZ


ARTURO FLORES


CARLOS N. GUTIERREZ



City of St. Francis Building Inspector

3400 E Howard Ave
St. Francis, Wisconsin 53235
Ph 414-316-4311
Fax 414-481-6483

Office Hours Mon.- Fri. Craig Vretenar
8:00- 9:00 AM
1:00-2:00 PM
E-mail craigv@stfranwi.org

9/26/2016

Mayor St Marie-Carls & Members of Common Council,

Attached is an application for expansion of the Pettis Martial Arts center located at 2300 E Layton Ave. They currently lease 3,972 square feet and wish to incorporate 1,100 additional square feet for their training center. Please send to the Plan Commission for their review and recommendation.

Sincerely,

Craig Vretenar
Building Inspector/
Zoning Administrator



City of St. Francis

Building Inspector

3400 E Howard Ave
St. Francis, Wisconsin 53235
Ph 414-481-2300 ex #4311
Fax 414-481-6483

Office Hours Mon.– Fri. Craig Vretenar
8:00- 9:00 AM
1:00-2:00 PM
E-mail craigv@stfranwi.org

7/8/2016

Anthony Pettis
2300 E Layton Ave
Suite B
St Francis WI 53235

David & Benjy Keren
5135 N Hollywood
Whitefish Bay WI 53217

RE: Pettis Martial Arts 2300 E Layton Ave

INSPECTION ORDER

The property addressed as 2300 E Layton Ave is in violation of Zoning Ordinance 1388 relating to the Pettis Martial Arts Studio. It has been expanded into the ASP Wireless space. This is not what has been approved for the Special Use requested and approved for this address.

There is also a violation of Municipal Code section 455-50 Certificate of Occupancy. An occupancy certificate has not been applied for or issued for the space previously occupied by ASP Wireless.

There have also been complaints related to parking issues at this property.

You will be required to attend the regular Plan Commission meeting in July which will be held on Wednesday the 27th to discuss this change of operation for this business and issues related to parking.

Failure to attend to address these issues will result in the issuance of citations. Each day of violation constitutes a separate offense. Contact the Inspection Department with any questions.

Craig Vretenar
Building Inspector

CC: District Alderpersons
Via: Certified & first class mail

Pettis Martial Arts

Dear Mayor, Common Council Members, Plan Commission Members, and City Officials:

Pettis Martial Arts is a family friendly place, where people of all ages learn multiple martial arts. This training facility is a part of the Roufusport mixed martial arts training facilities found all over the United States!

Instructors teach children, teens, and adults certain techniques in martial arts styles such as Taekwondo, Kickboxing and Jujitsu. Students are taught to equally focus on lessons in discipline, focus, and confidence. At Pettis Martial Arts our goal is to promote growth outside of the dojo.

It is taught by a one of four different instructors, including 4th degree world champion Mr. Anthony Pettis. Mr. Pettis was born and raised in Milwaukee. He is an inspiration to many and is very active in the Milwaukee community to this day. As of June 29, 2015, he is ranked as the #1 lightweight and #13 pound-for-pound in official UFC rankings.

While teaching these fundamentals, we keep our classes smaller to ensure each person gets the attention they need. Our typical class sizes are between 8-10 people and expect about 35-40 people over the course of a full day. Classes are staggered every 15 minutes in the different rooms, and are approx. 45 mins long to work with the drop-off/pick-up demand. There are main room classes that take place in the center of the space, as well as personal fitness/exercise classes that will take place on the smaller side of our unit. Our hours of operation will be approx. 10:00am to 8:00pm; due to a recent expansion, we have opened up morning classes before noon.

This facility will have no significant impact on traffic facilities, storm drainage, sewer disposal, or portable water supply. Also, it will not have a negative impact on the environmental character of the area as well. We will not be creating any odor or dust; the noise will be minimal and limited to short classes.

Our students who join are making a pact with our friendly staff and Mr. Pettis to develop focus, confidence, respect, and discipline. All of these traits combined form what it means to be a black belt. Pettis Martial Arts set the goals and aim high! Our programs are specifically designed to teach students to become leaders. We are committed to providing a safe, caring, and educational environment supporting and encouraging personal growth from our students. Our slogan is "Train like a winner and perform like a champion!"

We are very happy operating a new location in St. Francis. Thank you very much for your time and consideration!

Best Regards,

Rey Pettis

Operations Manager of Pettis Martial Arts

July 19th 2016



City of St. Francis Building Inspector

3400 E Howard Ave Office Hours Mon.– Fri. Craig Vretenar
St. Francis, Wisconsin 53235 8:00- 9:00 AM
Ph 414-481-2300 ex #4311 1:00-2:00 PM
Fax 414-481-6483 E-mail craigv@stfranwi.org

September 6, 2016

Mr. Benjy Keren
5135 N Hollywood
Whitefish Bay WI 53217

Subject: Pettis Martial Arts 2300 E Layton Ave

Mr. Keren:

As you are aware, your property at 2300 E. Layton Avenue has a tenant who is in violation of their Special Use Permit due to the expansion of the Pettis Martial Arts school expanding into the former ASP Wireless space without amending the Plan of Operation and applying for an Certificate of Occupancy. There are two options for your property to become compliant. They are as follows:

1. Pettis Martial Arts can vacate the area formerly occupied by ASP Wireless and return to the original 3,972 square feet of building space along with providing the City a Letter of Credit in the amount of \$93,750 to guarantee the parking bank all as provided in the Special Use Ordinance.
2. An Application of Change of Zoning Ordinance can be submitted to be reviewed by the Planning Commission. The Application needs to include an updated Plan of Operation, revised site plan which includes a parking plan, and all other applicable exhibits. The fee for the application will be waived in this circumstance since a public hearing will not be required due to the proposed expansion not being considered a substantial changed from the original plan as was approved.

The City is willing to grant you until October 7, 2016 to either cure the violations as set forth in the first option or to file the application together with all necessary plans with the City. Please be advised that failure to comply with the City's ordinances may result in the City pursuing a revocation of the special use ordinance and/or legal action seeking a forfeiture for each day of each violation and an injunction prohibiting further violation(s) of the Zoning Code.

If you have any questions, please let me know.

Craig Vretenar
Building Inspector

cc: Common Council and Planning Commission
Mark Johnsrud, Administrator; Paul Alexy, Attorney; Melinda Dejewski, PE, Engineer

City of St. Francis

3400 E Howard Ave
St. Francis, WI. 53235

*APPLICATION FOR CHANGE OF ZONING ORDINANCE, PLANNED UNIT
DEVELOPMENT OR SPECIAL USE*

Important: No application for a change of zoning will be given consideration by the City Planning Commission or Common Council, unless made on this form. This application form will be the permanent record in this case. Applicant should use care in setting forth clearly and completely all facts relied upon to support the zoning change applied for. Be sure property description given in petition and on accompanying survey(s) is correct.

Note: All applications must be accompanied by a check or cash in the sum of \$195.00 for regular change of zoning or \$300.00 for Planned Development or Special Use (Plus .00065 per dollar of development cost to be paid at permit application)

To the Honorable Mayor and Common Council of the City of St. Francis,

I (I -We) the under signed owner(s), , representative(s) (check one) of all or part of real property described below, hereby petition your Honorable Body to change, alter, and amend the boundaries of use districts by changing from the B-2 SU District to the B-2 SU District the following described property, a plat of which, as well as a statement of facts pertaining to the change requested are attached hereto and made part of this petition.

Address(s) 2300 E. Layton Ave.

Current use Pettis Martial Arts

Proposed use Pettis Martial Arts - Expansion

Tax Key Nos. 5920068002

Benjy Keren 9/24/16 Manager/co-owner
Signed Date Title

Benjy Keren
Print name

State of Wisconsin)
Milwaukee County) SS.

NOTE: CC: Applicant - City Engineer
Zoning Administrator

ACKNOWLEDGMENT

FEE \$ N/C

Personally came before me this 26th day of September, 2016, the above named Benjy Keren and _____

to me known to be the persons who executed this document, and I hereby acknowledge the same.

Kelly A. Fislser Notary Public, Wisconsin
(Signed)



My Commission (expires)(is permanent) 09/29/2019

STATEMENT OF FACTS PERTAINING TO THE ACCOMPANYING REQUEST FOR A CHANGE OF

ZONING ORDINANCE

The following deed restrictions are in effect on the above property: (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

None

The following deed restrictions are in effect on property immediately opposite above property. (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

35 ft. height restrictions on new structures

Property in the block in which the above described property is situated is now devoted to the following uses: (Describe fully all existing uses.)

A restaurant/Bar, hair cut place, loan store, and homes behind the property

Petitioner proposes to erect on the above property: (State fully, proposed building, structure or other improvements and accompany with site, grading, parking, landscape and building plans.)

No change to existing site.

If you are petitioning for a change to a Business District:

1. What percentage of lots within a radius of 1000 feet is now improved with buildings:

None

2. How far is your property from the two nearest local Business Districts, and the extent of each district?

Adjacent

Owners of property(s) actually included in the proposed change to sign below.

Benjy Keren 9/24/16 / /
(Signed) (Date) (Signed) (Date)

Benjy Keren _____
(Print Name) (Print Name)

(Signed) / / _____ / /
(Date) (Signed) (Date)

(Print Name) (Print Name)

(Signed) / / _____ / /
(Date) (Signed) (Date)

NOTE:

Please provide us with the Names, Addresses and/or Email of people to be notified for all meetings and Public Hearings relating to this change of Zoning request.

Failure of representative to attend a meeting will result in no action being taken.

Benjy Keren

414-573-3839

5135 N. Hollywood Ave.

Milw. WI 53217

BenjaminKeren@gmail.com

Kerenproperties@gmail.com

Reynaldo Pettis

(414) 791-3228

1601 E. Morgan Ave.

Milw. WI 53207

rey9848@yahoo.com

LIST OF DATA AND PLANS REQUIRED

BEFORE SCHEDULING FOR A PLANNING COMMISSION REVIEW

OF

CITY OF ST. FRANCIS

LIST OF DATA AND PLANS REQUIRED

BEFORE SCHEDULING FOR A PLANNING COMMISSION REVIEW

OF

APPLICATION FOR CHANGE OF ZONING

10 SETS OF PLANS AND DATA FOR PLANNING COMMISSION

12 SETS OF PLANS AND DATA FOR PUBLIC HEARING

- ___ 1) Name of owner(s) – (Including proof)
- ___ 2) Option(s) on property – (Including proof)
- ___ 3) Recent plat of Survey – (One year limit) & Legal Property Description(s) of all properties requested to be rezoned.

EXISTING

___ 4) Preliminary Site Development Plan(s) – (Showing Structures, Parking & Traffic patterns, Proposed and Present Elevations (including adjacent parcels) and preliminary Landscape plans.

no change

___ 5) Building Plan(s) – To include Floor Plans, Elevations and Individual Living Unit Plans

no change

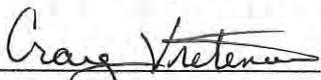
___ 6) Estimated Cost of Improvements – (Structure & Land)

NOTE: X denotes information required pending Planning Commission review.

Council Meetings held on Tuesday of the first full week of the month and Tuesday of the third week of every month at 7:00 PM in the Council Chambers, 2nd floor of City Hall.

Planning Commission meetings held the fourth Wednesday of the month (or call of the Chair). 7:00 PM – Committee Room, adjacent to the Council Chambers.

All applications to be reviewed by Zoning Administrator prior to filing with City Clerk. Please make an appointment. Office hours 8 to 9 AM & 1 to 2 PM.


Zoning Administrator

9/26/16
(Date)

**ACKNOWLEDGEMENT AND CERTIFICATE OF THE APPLICANT'S
RESPONSIBILITY FOR ALL CITY'S COSTS AND EXPENSES**

Applicant, Keren Properties hereby acknowledges the applicants responsibility
for all City's costs and expenses directly or indirectly related to the applicant's request under
Article IV 455- 31 and Article VIII 455-48

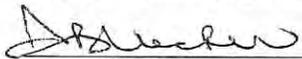
455-9 FEES

- D. Costs recoverable. All costs incurred by the City in the consideration of any requests by an applicant related to this chapter or Chapter 402, Subdivision of Land, shall be recoverable, including, without limitation by enumeration, the following:
- (1) All professional and technical consultant services and fees retained by the City and rendered in review of any application, including but not limited to the City Engineer, Planner, City Attorney or any other professional or expert hired by the City for purposes of review of the application or presubmission request.
 - (2) Legal publication costs.
 - (3) Court reporter costs, as deemed necessary by the City Planning Commission.
 - (4) Copy reproduction.
 - (5) Postage.
 - (6) Inspection fees incurred by the City Building Inspector.
 - (7) Document recording (if required).
- E. Billing of costs. The City Clerk shall, on a monthly basis, bill all costs recoverable, other than all professional City Attorney fees, including fees of any designee of the City Attorney, pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City's billing. The Common Council may require an applicant to submit an advance deposit against future billings by the City for the recovery of costs provided by this chapter. Surplus deposit shall be returned to the applicant at the conclusion of the project if such deposit exceeds the amount of billings for recoverable costs. Any billed costs from the City unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- F. Billing of attorney fees. The City Attorney shall, on a monthly or quarterly basis, bill all costs recoverable pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City Attorney's billing. Any billed costs from the City Attorney unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- G. Conditions of all applications. Notwithstanding anything in the City Code to the contrary, payment in full of all recoverable costs pursuant to this chapter shall be a precondition to the final approval of any application. This precondition shall extend to any City board request for an advance deposit against future billings for recoverable costs as called for herein.

Applicant shall be provided with a signed copy of this document.

Keren Properties Dated this 26 day of September, 2016
Pettis Martial Arts Beris Kon
Name of Applicant Representative of Applicant

Confirmation of Receipt Of
Original Acknowledgement And Certificate


ANNE B. UECKER, MC CITY CLERK



Label	Sq Ft
Gross Lot	41,360
Parking & Driveway	24,900
Primary Structure	9,778
Open Space	965

Parking Spaces: 47
 Parking Ratio: 4.81 per 1,000 sf



S Pennsylvania Ave

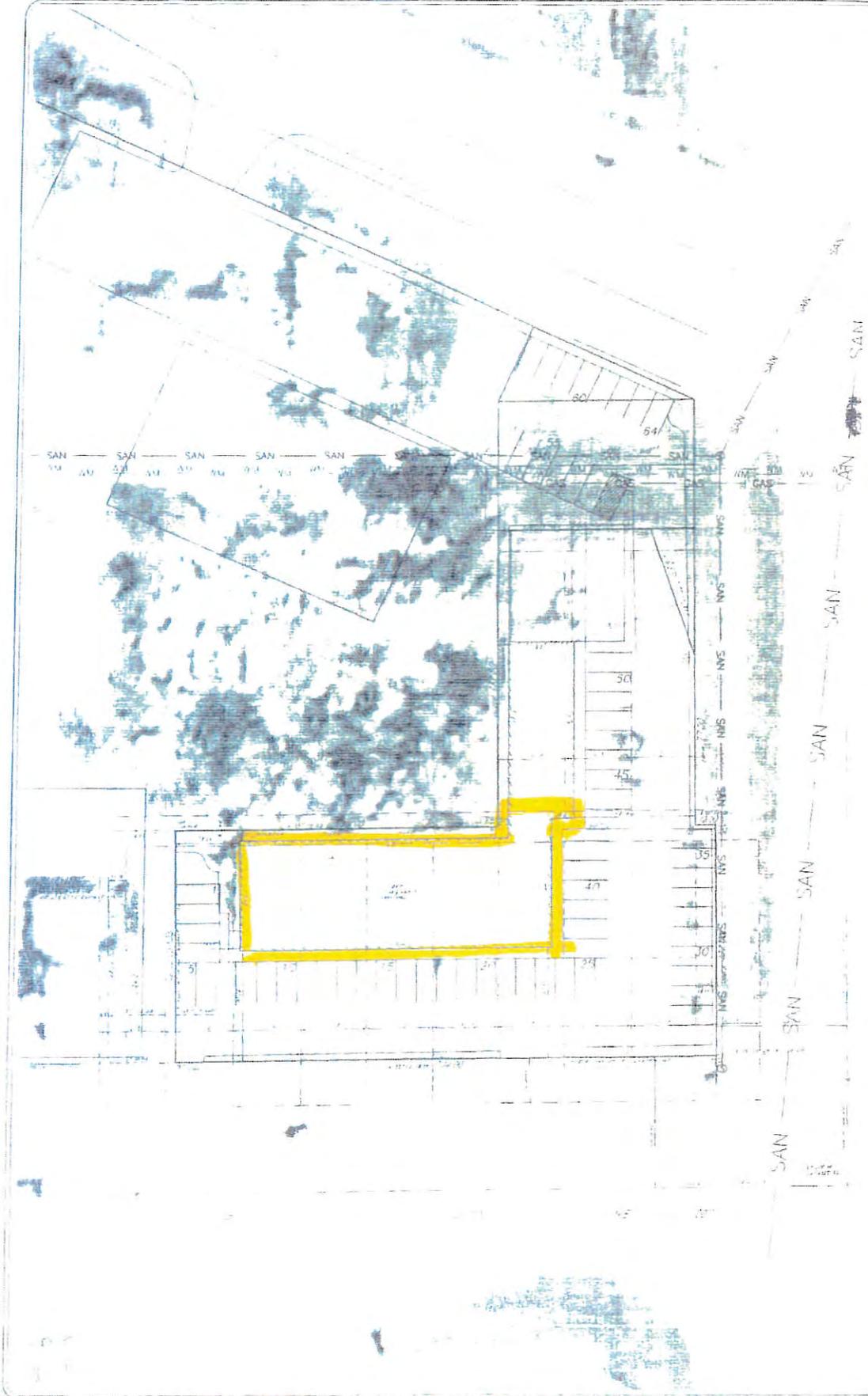
S Whitmill Ave

E Layton Ave

Hwy 794

1,000 Feet
(From Property Line)





PLAN SHEET NAME
 SUPERBLY LOCATION
 SAN JUAN MOUNTAIN

SHEET 1 OF 4
 THE EASTING IS JOURNAL EAST OF THE PROGRAMS
 THE EASTING IS CALLED JOURNAL WATER STREET
 TO BE REMOVED

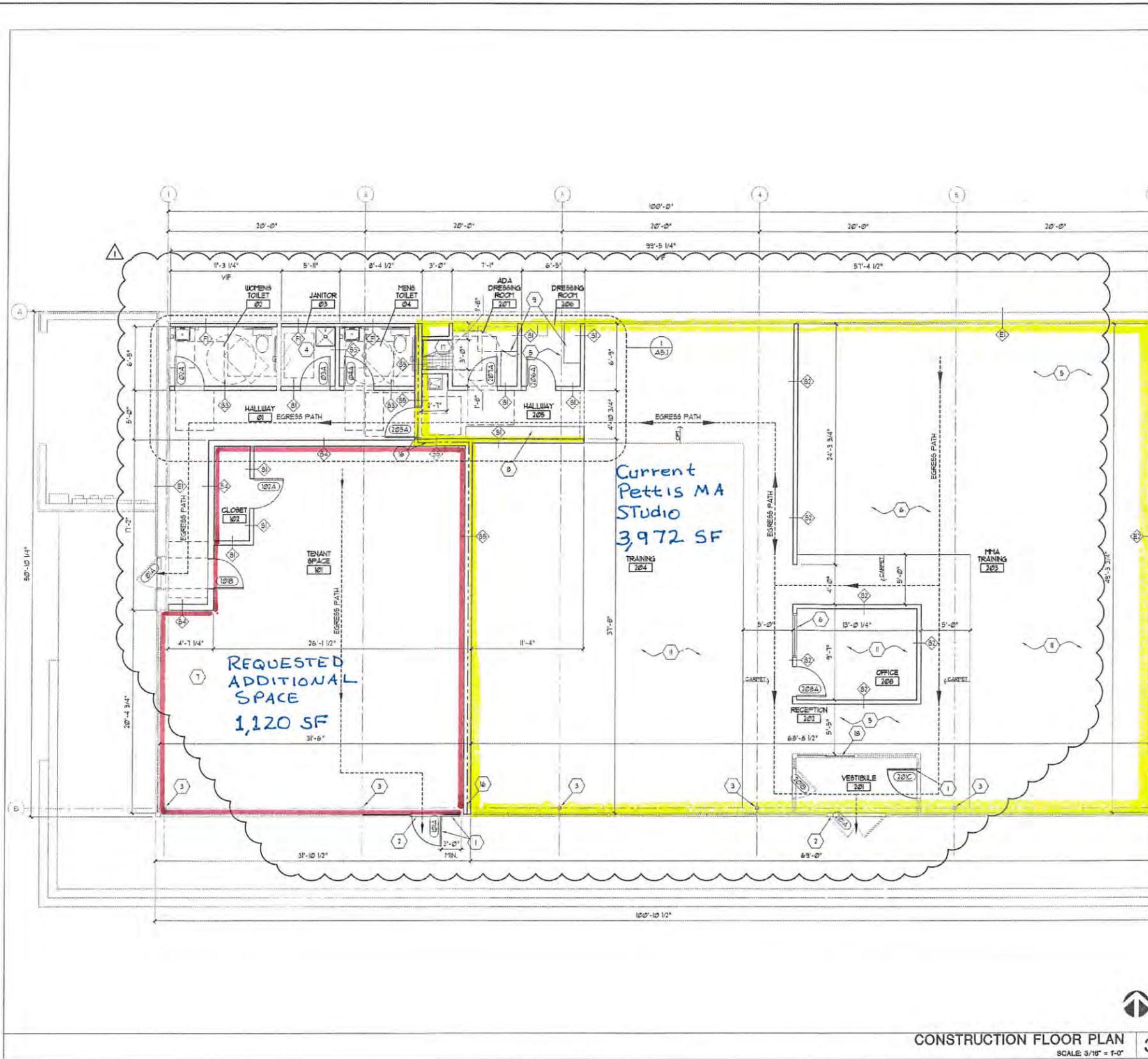
DESIGNED BY
 DRAWN BY
 CHECKED BY
 APPROVED BY
 DATE: 11/10/2010
 PROJECT SCALE: 1/4" = 1'-0"



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.







WALL TYPE	DESIGN	DESCRIPTION
9		INTERIOR STUD WALL. 3 5/8" MTL STUDS @ 16" O.C. FROM FINISH FLOOR TO 6" ABOVE HIGHEST FINISH CEILING BRACE TO STRUCTURE ABOVE AS NEEDED. INSTALL (1) LAYER 5/8" GYP. BD. AT EACH SIDE FOR FULL WALL HEIGHT. PROVIDE SOUND BATT INSULATION FOR FULL WALL HEIGHT.
10		INTERIOR STUD WALL. 3 5/8" MTL STUDS @ 16" O.C. FROM FINISH FLOOR TO UNDERSIDE OF EXISTING FINISH CEILING BRACE TO STRUCTURE ABOVE AS NEEDED. INSTALL (1) LAYER 5/8" GYP. BD. AT EACH SIDE FOR FULL WALL HEIGHT. PROVIDE SOUND BATT INSULATION FOR FULL WALL HEIGHT.
11		INTERIOR STUD WALL. 3 5/8" MTL STUDS @ 16" O.C. FROM FINISH FLOOR TO 6" ABOVE HIGHEST FINISH CEILING BRACE TO STRUCTURE ABOVE AS NEEDED. INSTALL (1) LAYER 5/8" GYP. BD. AT EACH SIDE FOR FULL WALL HEIGHT. PROVIDE SOUND BATT INSULATION FOR FULL WALL HEIGHT.
12		DRESSING STUD WALL. 6" MTL STUDS @ 16" O.C. FROM FINISH FLOOR TO APPROX. 17'-0" AFF. INSTALL (1) LAYER 5/8" TYPE "X" GYP. BD. AT EACH SIDE FOR FULL WALL HEIGHT. PROVIDE SOUND BATT INSULATION FOR FULL WALL HEIGHT.
13		2-HR FIRE BARRIER DRESSING STUD WALL. 6" MTL STUDS @ 16" O.C. FROM FINISH FLOOR TO BOTTOM OF ROOF DECK. INSTALL (2) LAYERS 5/8" TYPE "X" GYP. BD. AT EACH SIDE FOR FULL WALL HEIGHT. PROVIDE SOUND BATT INSULATION FOR FULL WALL HEIGHT. PROVIDE PENETRATIONS TO MAINTAIN MINIMUM 2-HR FIRE RATING.
14		EXISTING EXTERIOR WALL. EXISTING FURRING AND INSULATION ON MASONRY WALL. PATCH AND REPAIR WALL FINISH AS NEEDED TO PROVIDE PROTECTIVE PAINTABLE SURFACE. INSULATE ANY EXPOSED VOIDS W/ MATCHING INSULATION MATERIAL.
15		EXISTING 2-HR FIRE BARRIER DRESSING STUD WALL. EXISTING TAPERED 2-HR FIRE BARRIER WALL. PROPERLY SEAL TOP OF WALL AND ALL PENETRATIONS TO MAINTAIN MIN. 2-HR FIRE RATING.
16		FIREPROOF WALL. 3 5/8" MTL STUDS @ 16" O.C. INSTALLED AGAINST EXISTING EXTERIOR WALL GYP. BOARD FINISH TO A HEIGHT 6" ABOVE FINISH CEILING. INSTALL MOISTURE RESISTANT GYP. BOARD FULL HEIGHT W/ BATT INSULATION.

WALL TYPES
SCALE: NOT TO SCALE 2

- FLOOR PLAN KEYED NOTES:**
- NEW STOREFRONT FRAMING ENTRY DOOR AND GLAZING REPLACEMENT AT ADJACENT SIDEWALK. REFER TO DOOR AND WINDOW TYPES.
 - ASSESS EXIST. SIDEWALK TO INTERIOR SLAB CONDITION FOR POSSIBLE UNEVEN FLUSH CHANGES AS DEPICTED IN FIGURES 3032 AND 3033 ON SHEET AG11. IN ORDER TO MEET ADA REQUIREMENTS, MODIFY CONCRETE SLABS AND/OR PROVIDE APPROPRIATE THRESHOLDS IN ORDER TO MEET CHANGE IN LEVEL REQUIREMENTS.
 - PATCH/REPAIR EXISTING COLUMNS TO PROVIDE SMOOTH PAINTABLE SURFACE. PAINT BASED ON MATERIAL APPLIED TO. VERIFY PAINT TYPE, COLOR, AND SHEEN W/ TENANT AND LANDLORD.
 - EXIST. ELECTRICAL PANELS TO BE REUSED. ELECTRICIAN TO MODIFY EXIST. CIRCUITRY AND SWITCHES TO ACCOMMODATE NEW TENANT LAYOUT.
 - PATCH ALL DRYWALL DAMAGE OR HOLES ON WALLS PRIOR TO PAINTING FOR SMOOTH FINISH. PAINT ALL WALLS W/ (1) PRIMER COAT AND MINIMUM (1) FINISH COAT OF APPROPRIATE PAINT BASED ON MATERIAL APPLIED TO. VERIFY PAINT TYPE, COLOR, AND SHEEN W/ TENANT AND LANDLORD.
 - 4'-0" W x 3'-0" H GLAZED WINDOW WITH COMMERCIAL GRADE FRAME. PROVIDE SAFETY GLAZING AS NEEDED DUE TO LESS THAN 7'-0" PROXIMITY TO DOOR.
 - FUTURE TENANT TO PROVIDE BOTTLED WATER DISPENSER W/ CUP DISPENSER. LOCATION TBD.
 - TENANT TO PROVIDE AND INSTALL CLOTHING STORAGE CUBICLE MILLWORK.
 - TENANT TO PROVIDE AND INSTALL PLASTIC LAMINATED CHANGING ROOM BENCH. MOUNT ADA COMPLIANT BENCH TO WALL AND FLOOR FOR STABILITY. REFER TO AG11 FOR SPECIFIC ADA SIZES AND MOUNTING REQUIREMENTS.
 - REPLACE ENTIRE CEILING THROUGHOUT W/ NEW ACOUSTICAL CEILING TILE AND GRID SYSTEM.
 - FUTURE TENANT TO PROVIDE AND INSTALL USE SPECIFIC FLOORING. FLOORING TO MEET ADA REQUIREMENTS FOR STABILITY, FIRMNESS AND SLIP RESISTANCE. GRADE CHANGE REQUIREMENTS TO BE MET VIA APPROPRIATE THRESHOLDS AND TRANSITIONS PER ANSI A117.1-2003 REQUIREMENTS. MATERIALS TO MEET FINISH CLASSIFICATION REQUIREMENTS AND CRITICAL RADIANT FLUX REQUIREMENTS PER IBC 904.
 - EXISTING CEILING LIGHT FIXTURES TO BE REUSED THROUGHOUT. ASSESS ALL LIGHTING FOR PROPER WORKING ORDER AND CONSISTENT LIGHT INTENSITY AND BULB COLOR THROUGHOUT. SERVICE, REPAIR, AND REPLACE COMPONENTS AND RELOCATE LIGHT FIXTURES AS NEEDED TO ACCOMMODATE NEW FLOOR PLAN LAYOUT AND CONSISTENT LOOK. ELECTRICAL DESIGN/BUILDER TO VERIFY FINAL LAYOUT W/ TENANT AND LANDLORD.
 - ALL EXIST. HVAC EQUIPMENT, DISTRIBUTION, AND DIFFUSERS TO BE REUSED THROUGHOUT. HVAC TECHNICIAN TO ASSESS EXISTING ROOF TOP UNIT, DISTRIBUTION, AND EXHAUST FANS FOR PROPER WORKING ORDER AND APPROPRIATE DISTRIBUTION. HVAC TECHNICIAN TO MODIFY DISTRIBUTION AND EXISTING ROOF TOP UNITS AS NEEDED. ALL DESIGN AND CONSTRUCTION BY HVAC DESIGN/BUILDER. ALL HVAC DUCTWORK THROUGH FIRE RATED ASSEMBLIES TO HAVE PROPER FIRE DAMPERS INSTALLED PER FIRE RATED ASSEMBLY REQUIREMENTS.
 - PROVIDE NEW TENANT SIGNAGE JUNCTION BOX (AT INTERIOR) WIRING BACK TO ELECTRICAL PANEL AND CIRCUITING AT PANEL TO ACCOMMODATE SIGN. IF EXISTING, REPAIR AS NEEDED TO ACCOMMODATE NEW TENANT SIGNAGE.
 - PROVIDE DUPLEX OUTLETS EVERY 10' AT STOREFRONT PER ELECTRICAL REQUIREMENTS. VERIFY W/ DESIGN/BUILD ELECTRICIAN.
 - PHANTOM LINE DENOTES EXTENT OF NEW 2-HOUR FIRE BARRIER WALL TO EXTEND TO EXISTING NORTH EXTERIOR MASONRY WALL. (2) LAYERS TYPE "X" GYP. BD. TO WRAP FRONT FACE WALL AT STOREFRONT AND FRONT SOUTH WALL ABOVE STOREFRONT. PROPERLY SEAL TOP OF WALL AND ALL PENETRATIONS W/ APPROPRIATE 2-HOUR MINIMUM SEALING MATERIAL. PROVIDE APPROPRIATE FIRE DAMPERS AS REQUIRED FOR ALL HVAC PENETRATIONS THROUGH WALL.
 - INSTALL (1) LAYER MOISTURE RESISTANT GYP. BOARD OVER (2) LAYERS OF TYPE "X" GYP. BOARD OF 2-HOUR FIRE BARRIER ASSEMBLY FOR WIDTH OF SHOULDER.
 - MODIFY EXISTING GLAZING TO PROVIDE LOCKABLE SLIDING WINDOW. COORDINATE WITH OWNER. VERIFY THAT EXISTING GLAZING IS SAFETY GLAZING. PROVIDE SAFETY GLAZING AS NEEDED.

FLOOR PLAN KEYED NOTES
SCALE: 3/16" = 1'-0" 3

FULL SIZE PRINT = 24" x 36" SHEET
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REV. #	REV. DATE	DESCRIPTION
072115		STATE PLAN REVIEW
091115		REVISED STATE PLAN REVIEW
091115		ADDITIONAL INFO PLAN REVIEW SET

Tenant Build-out for:
KEREN PROPERTIES
West Tenant Demising
2300 E LAYTON AVE.
ST. FRANCIS, WI

PERSPECTIVE DESIGN, INC.
11525 W. North Avenue
Wauwatosa, WI 53226
Tel: (414) 302-1780 Fax: (414) 302-1781

Drawing Title:
CONSTRUCTION FLOOR PLAN

Date:	07.21.15
Scale:	NOTED
Drawn:	BMD
Job:	
Sheet:	

A1.1

CONSTRUCTION SET
USE NO OTHER

KEREN PROPERTIES,LLC.
PO BOX 71192
MILWAUKEE, WI 53211
414-332-1105

September 28, 2016

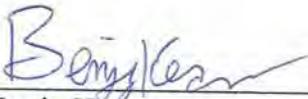
The Landing
Gregg Sommers
2234 E. Layton Ave
St Francis WI 53235

RE: Parking Agreement

Keren Properties would like to rent 11 parking spots from the Landing located at 2234 E Layton Ave. Gregg Sommers runs the Landing and is in charge of the restaurant and the parking lot.

The price per space will be \$ 18.¹⁸~~00~~ and totaling in the amount of \$ 200.00.

The spots that are being rented are located along the far east end of the Landing parking lot. This agreement will be a month to month lease and either party has the right to choose to terminate this agreement with 30 days' notice.



Benjy Keren
Keren Properties

9/28/16
Date



Gregg Sommers
The Landing

9/28/16
Date