

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

Inv 148269

AMENDMENT OF ZONING DISTRICT BOUNDARIES
For a Planned Development District or
Traditional Neighborhood District

Petitioner (name and address):

Water Place One, LLC
504 Main Street Suite 200
La Crosse, WI 54601

Owner of site (name and address):

Water Place One, LLC
920 10th Avenue North
La Crosse, WI 54601

Address of subject premises:

529; 601; 621 Park Plaza Drive
Park Plaza Drive

Tax Parcel No.: 17-20273-060; 17-20246-050; 17-20246-051; 17-20246-030

Legal Description: See attached

PDD/TND: _____ General Specific _____ General & Specific

Zoning District Classification: Planned Development District - General

Proposed Zoning Classification: Planned Development District - Specific

Is the property located in a floodway/floodplain zoning district? Yes ___ No

Is the property/structure listed on the local register of historic places? ___ Yes No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? Yes ___ No

Is the consistent with the policies of the Comprehensive Plan? Yes ___ No

Property is Presently Used For:

Public/Private Marina with ongoing construction for a mixed use residential development

Property is Proposed to be Used For:

There is no change in proposed use. The amendment is to add additional units.

Proposed Rezoning is Necessary Because (Detailed Answer):

In order to develop the land, per the attached narrative and make the requested changes in the design.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

The project will benefit the public welfare and the neighborhood, because it will develop a blighted piece of property which has been unused for over 10 years. This is an amendment to an already approved plan

CITY OF LA CROSSE, WI
General Billing - 148269 - 2017
003688-0052 Rachel H. 05/10/2017 10:01AM
1097 - WIESER BROS CONSTRUCTION

Payment Amount: 700.00

ORDINANCE NO.: 4953

AN ORDINANCE to amend Section 115-110 of the Code of Ordinances of the City of La Crosse transferring certain property from the Planned Development District - General to the Planned Development District - Specific at 529, 601 and 621 Park Plaza Drive allowing for a mixed use residential development.

THE COMMON COUNCIL of the City of La Crosse do ordain as follows:

SECTION I: Section 115-110 of the Code of Ordinances of the City of La Crosse is hereby amended by transferring certain property from the Planned Development District – General to the Planned Development District – Specific on the Master Zoning Map, to-wit:

Park Plaza Drive 17-20246-50

HOESCHLER'S PARK PLAZA ADDN LOT 4 EX BEG SE COR ALG CURV N27D27M36SW 80.52FT S72D52MW 293.4FT N5D18MW 96.83FT N86D 18MW 91.08FT TO WLY LN LOT 4 ALG WLY LN S4D13ME 52.54FT S17D42M52SE 155.43FT N72D 52ME 383.28FT TO POB & EX BEG SW COR LOT 5 N17D8MW 70FT N59D39MW 81.4FT S17D8ME 128FT M/L N72D52ME 57FT M/L TO POB.

529 Park Plaza Drive 17-20246-30

HOESCHLER'S PARK PLAZA ADDN LOTS 2 & 3 & PRT LOT 4 BEG SE COR LOT 4 ALG CURV N27D 27M36SW 80.52FT S72D52MW 293.4FT N5D18MW 41.78FT N87D 43M55SW 90.68FT S17D42M52SE 150.49FT N72D52ME 383.28FT TO POB T/W & SUBJ TO ESMTS & SUBJ TO ESMT IN V1636 P995 T/W DRAIN ESMT IN DOC NO. 1612353.

601 Park Plaza Drive 17-20273-60

THAT PRT GOVERNMENT LOTS 5 & 6 LOCATED IN NE-NW & NW-NW & SE-NW LYG SWLY OF SWLY R/W OF USH-14/16 SELY OF SELY END OF W CHANNEL BRDG AND WLY OF A LN DESC AS FOLL COM AT NE COR LOT 1 HOESCHLER PARK PLAZA ADDN S72D52M00SW 476.60FT S4D13M 0SE 112.55FT TO A PT 14FT FROM WATERS EDGE & POB OF LN N4D13M0SW 112.55FT N4D13M 0SW 371.3FT N17D43MW 350FT N4D13M0SW 179.5FT N28D17M0SE 140FT N72D7M0SE 102.58FT TO INTER WITH SLY R/W OF ACCESS RD NWLY TO BULKHEAD LN & TERM LN SUBJ TO DRAIN ESMT IN DOC NO. 1612353.

621 Park Plaza Drive 17-20246-51

HOESCHLER'S PARK PLAZA ADDN ALL LOT 5 & PRT LOT 4 BEG SW COR LOT 5 N17D8MW 70FT N59D 39MW 81.4FT S17D8ME 128FT M/L N72D52ME 57FT M/L TO POB.

SECTION II: Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

SECTION III: This ordinance shall take effect and be in force from and after its passage and publication.

_____/s/_____
Timothy Kabat, Mayor

_____/s/_____
Teri Lehrke, City Clerk

Passed: 8/11/16
Approved: 8/15/16
Published: 8/20/16



MAIN STREET LAW OFFICES, LLC

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

May 5, 2017

Teri Lehrke - City Clerk
Jason Gilman - City Planner
La Crosse City Hall
400 La Crosse Street
La Crosse, WI 54601

Re: Narrative for Amendment to Final Rezoning for Pettibone
Pointe for Water Place One, LLC

Dear Ms. Lehrke and Mr. Gilman,

As required under City of La Crosse Municipal Code §115 – 156, enclosed please find the narrative as part of the request to amend the final approved zoning for Pettibone Pointe.

Originally, the final rezoning was before the City Council on August 11, 2016, as Resolution Number 16-0694. It was approved and enacted as Ordinance Number 4953. A copy of the Approved ordinance is attached to this narrative. The plans were reviewed and approved by the City of La Crosse Design Review Committee on June 24, 2016.

As part of the approval the Developer applied for approval from the Board of Zoning Appeals to adjust setbacks from the ordinary high watermark. This was granted on September 21, 2016. This effected 5 buildings along the waterfront.

The developer also obtained an approval from the Wisconsin Department of Transportation as to how to handle entry and exiting from the development, the removal of Park Plaza Drive and an agreement on how to handle the set back from the highway.

The final discussions with the Wisconsin DOT and issues discovered during construction of the site, have caused the developer to change the configuration of the buildings and units for

Daniel E. Dunn
Licensed in WI and MN
Phillip James Addis
Licensed in WI, MN, and IA

504 Main Street
Suite 200
P.O. Box 1627
La Crosse, WI 54602-1627
P. 608.784.1355
F. 608.784.2919

Pettibone Pointe Condominiums

May 5, 2017

Page 2.

Pettibone Pointe, therefore the need to make an amendment to the final rezoning. These changes will be resubmitted to the City of La Crosse Design Review Committee.

Project Description:

Water Place One, LLC is a Wisconsin Limited Liability Company. Water Place One, LLC purchased from the County of La Crosse the former Holiday Inn site, has an agreement to purchase from the City the abandoned treatment property, it already owns the lands abutting the waterfront and it also owns the former Delta Motors site. It has also purchased from the City the former sewage treatment plant land and also requested and received vacation of the abandoned streets and easements.

After going through City design review and assorted meetings with the Wisconsin Department of Transportation on setbacks and green space, the final design has been adjusted for Residential Phase I.

Initially, the developer was proposing to build twenty – five (25) units, which will contain a total of sixty-one bedrooms. The development will continue to provide for covered parking, but there will also be surface parking for residents and their guests.

The amended configuration will be as follows:

- Twinhomes: 8 with 3 bedrooms each for a total of 48 bedrooms
- Triplexes: 2 with 3 bedrooms each for a total 18 bedrooms
- Quadplexes- 1 with 3 bedrooms each for a total of 12 bedrooms

This increases the number of bedrooms to 78 and also adds one additional building.

Pettibone Pointe Condominiums

May 5, 2017

Page 3.

The South Bay has been converted to public-private marina. The exact size of the marina and the number of slips will be finalized in the Condo Plat or in Phase II, after working with the Wisconsin Department of Natural Resources and the City of La Crosse on the amendment to the marina permits. It remains Water Place One's intent to create a Condominium Plat, allowing the units to be sold individually. The Units will be both owner occupied and non-owner occupied, subject to any restrictions created in the condo plat. A preliminary set of covenants is submitted with this narrative.

Detailed narrative as required by ordinance:

A. 115-156(e)(2)(a)(1) – Area to be included and density calculations:

The total land mass with the PDD is approximately 9.53 acres with 3-4 acres set aside for green space or 30% of the project. Phase I will encompass approximately 4.5 acres, but work will be conducted throughout the site to allow for the creation of infrastructure and utilities.

The amended mix of units will be developed as part of Phase I:

Twinhomes: 8 with 3 bedrooms each for a total of 48 bedrooms

Triplexes: 2 with 3 bedrooms each for a total 18 bedrooms

Quadplexes- 1 with 3 bedrooms each for a total of 12 bedrooms

Total Bedrooms on the development will be 78.

Pettibone Pointe Condominiums

May 5, 2017

Page 4.

The attached plans show the location of the structures, utilities and roadways. All needed municipal services exist to the property line, such as water and sewer. There is no extension of services required. There is no designated population target for the development. It would appeal; therefore, to any demographic. As agreed, in the approvals, the developer will place a restriction on the plat that none of the roads within the development can be dedicated to the City.

B. 115-156(e)(2)(a)(2) – Value estimation

The infrastructure, landscaping and site improvement are estimated to cost \$2,000,000.00.

Depending on the final sale price, the estimate fair market value of the residential units in Phase I will be \$7,000,000.00 to \$9,000,000.00.

C. 115-156(e)(2)(a)(3) – Organization ownership structure:

The units are designed to be sold, and may be owner or non-owner occupied. A homeowners association or condo association will be created to oversee any necessary private services. A draft list of covenants or restrictions is attached as Appendix B. This is subject to final review.

All driveways/roadways within the development will remain private and will be owned and maintained by the Association and the unit owners. All other utilities will be built to required City standards and dedicated to the City.

D. 115-156(e)(2)(a)(4) – Waivers/Variations

The Developer will be vacating the old subdivision that was platted on this site, leaving the setback from the highway within the discretion of the City.

Pettibone Pointe Condominiums

May 5, 2017

Page 5.

- E. 115-156(e)(2)(a)(5) – Anticipated Commencement Date:

The projected as commenced, with foundations in place for Buildings A, B & C.

- F. 115-156(e) (2) (a) (6) – Layout, road configuration, utilities, open space.

The proposed layout is attached, after adjustment from the design review committee.

- G. 115-156(e)(2)(a)(7) - Legal Description is attached

- H. 115-156(e) (2) (a) (8) – Relationship of adjoining properties.

The developer owns all lands with premises. The lands to the East across the highway are owned by the City of La Crosse and are designated as a public park, known as Pettibone Park. The lands along the southern line are a commercial use, the Company Store Call Center and are zoned as a Planned Development District. The proposed development is compatible with all adjoining uses and is within the long range, comprehensive plan for this land as determined by the City.

- I. 115-156(e) (2) (a) (9) – Location of public areas, etc.

There are no planned public areas or institutional areas within the developments, all driveways/roadways are private. All other services, such as schools, hospitals, shopping, entertainment, food, medical needs, etc. are within a 15 minute drive time of the premises. It is the opinion of the Developer that all needs of the residents are within a reasonable proximity to the proposed development.

Pettibone Pointe Condominiums

May 5, 2017

Page 6.

J. 115-156(e)(2)(a)(10) – Soils

The exact soil characteristics of all 9.5 acres are not known, but soiling borings and soil tests have been completed through the site. It is a mix of fill and native soils. All plans have been designed to take into account the soil composition, any additional fill that may be needed and compaction ratios.

K. 115-156(e)(2)(a)(11) - Topography

The existing topography is attached, but will be changed with the development. Additional fill will be needed

L. 115-156(e)(2)(a)(12) – Landscaping

The proposed landscaping is included on the plans. All landscaping will be at or exceed the City standards.

Respectfully submitted this 5th day of May, 2017.



Phillip James Addis,
Attorney and Agent for the Developer
Water Place One, LLC

PJA/dns

Enc.

cc: Water Place One, LLC
County of La Crosse

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Teri Lehrke, City Clerk

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Declaration of Covenants, Conditions and Restrictions

1. These covenants and restrictions are made for the purpose of creating and keeping the above-described development, insofar as possible, desirable, attractive, beneficial, free from nuisances, and in suitable appearance, all for the mutual benefit and protection of all of the owners and residents in the development.
2. These restrictions herein shall be covenants running with the land as provided by law, and shall be binding on all parties and all persons claiming under them.
3. **USE:** No home shall be used except for a residential building. No home or lot in the development may ever be subdivided into smaller tracts or lots nor conveyed or encumbered in any less than the original dimensions as shown on the recorded plat.
4. **STORAGE AND REPAIR OF VEHICLES AND BOATS:** Motor homes, camping trailers, boat trailers, boats, buses and any type of truck with over a one-ton payload capacity shall not be stored or parked on any lot or driveway or street within the subdivision for more than three days (guests: two-week maximum). No car repairs whatsoever, except an emergency repair in order to move the vehicle to another location, may be undertaken in any area of the Development.
5. **SIGNS:** NO signs, billboards, or other advertising structures of any kind shall be erected or maintained or constructed on any lot for any purpose whatsoever, except for identification of residence and except those used in any sale of any lot or home in the development.
6. **LANDSCAPING:** All initial landscaping will be done by the developer. No weed, bushes, thistles, or other noxious organic or plant-like organisms shall be permitted to grow upon any lot to such an extent as to create a nuisance. Decorative ponds and flower or planting beds are allowed. It will be the unit owner's responsibility to maintain all landscaping.
7. **FENCES:** Any fences built by the developer must be maintained by the adjoining property owners. No other fences are allowed.
8. **ANTENNAS/DISHES:** NO exposed radio, telephone, ham radio, TV or microwave receiving or transmitting antennas or masts allowed. Allowance is made for satellite TV dishes not exceeding 24 inches in diameter, which may only be placed in the rear of the residence.

9. **WALKWAYS:** All adjoining property owners are responsible for maintaining and clearing the sidewalks of snow, ice and debris, unless such responsibility has been assigned to the Association

10. **TRASH/WASTE/JUNK:** No storage or retention of rubbish, trash, junk, garbage or other waste shall be permitted or suffered on any lot. Trash, garbage and waste may be placed, for disposal purposes only, in proper sanitary receptacles. No junk or unlicensed cars, trucks or other type of motorized vehicles shall be allowed to be stored outdoors including, but not limited to, snowmobiles, motorcycles, 3-wheelers, 4-wheelers, boats, trailers or campers. Rubbish and trash shall be picked up DAILY and stored in a covered dumpster-type container during all phases of home construction.

11. **STORAGE SHEDS/KENNELS:** The Developer will allow a storage shed in the back yard not to exceed 10 x 12, limited to one (1) per dwelling unit of compatible or similar design or color to the main dwellings. These storage units are subject to any and all municipal codes regarding the construction of accessory structures. No outside dog kennels will be allowed.

12. **TERM:** These Covenants are to run with the land and shall be binding upon all parties, their heir successors and assigns. No deed of conveyance shall be delivered or recorded prior to such recording unless said conveyance is subject to these Covenants and the grantee and any subsequent transferee thereof are obligated to join in.

13. **ENFORCEMENT:** If any person who shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the development to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations. The City of La Crosse is also granted the power to enforce these Covenants and Restrictions.

14. **SEVERABILITY:** Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no way affect any of the other provisions which shall remain in full force and effect.

15. **MAINTENANCE:** Owners agree to keep the property in good condition and repair so as not to have a blighting influence upon the neighborhood. Owners agree not to do anything to diminish or impair the value of the property.

16. **EXTERIOR COLORS FOR UNITS:** For all units, the exterior color scheme and design must remain the same as the attached unit.

17. **GARDENS:** No gardens allowed in the front yard of the units.

18. **COMMON ELEMENTS AGREEMENT:**

- a) The owner of each unit shall own as an appurtenance thereof a percentage interest as tenants in common in the common elements of the building.
- b) The common elements of the building are defined as:
 - i. The party wall and concrete foundation extending upward from the footings/lower level//basement of said property.
 - ii. An approximate eight-inch width through a vertical and horizontal plane upward from the party wall, through the decking, upward, including in such eight-inch width any roof, soffit, brick or stone, foundation wall and the exterior siding, and including interior wall including any sound board, air space, 2 x 4 framing, insulation and 2 layers on each side of dry wall within such part wall.
 - iii. A concrete driveway that is in the front of the housing units which serves the garages belonging to the premises.
- c) The parties agree that they will jointly maintain and repair or replace these common areas sharing the cost equally. In the event of the failure of one unit owner to pay the proportionate cost of maintenance or repair when due, the amount thereof shall constitute a lien on the interest of said owner.
- d) Maintenance of these common elements is to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the single-family attached dwelling property in the same condition as the date of this document.
- e) In the event of painting or replacing siding, such siding on the entire premises shall be with a matching or identical material or color of paint.
- f) Items of improvement on or within the premises such as decks, shrubs, sidewalks, boulevards, landscaped areas, trees and green space are privately owned by each individual unit owner and are to be and must be maintained by the individual property owners. These improvements are not common elements.
- g) Maintenance of these common elements is to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the single-family attached dwelling property in the same condition as the date of this document.

- h) The owners of each of the units shall insure their respective units and their interest in the common elements defined herein for at least one hundred percent of the replacement cost of each of the owners' units and the owners' interest in the common elements at the time of loss, with fire and extended coverage insurance including vandalism. The owner of each unit shall provide a certificate of insurance to the other owner issued by his insurance company showing that such insurance is in full force and effect. Such certificate shall be furnished annually, and it shall contain provisions that the owner of the other unit shall receive ten (10) days' notice of cancellation or expiration of such insurance. In the event of a fire or other peril causing partial or total destruction of any unit, the owner thereof shall be obligated to repair or replace such damage at the earliest possible date. Such repair and replacement shall be in accordance with the terms and conditions of these provisions.
- i) If due to the negligent act or omission of a unit owner, or a member of his family or household pet, or a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to the other unit, or maintenance, repairs or replacements shall be required which otherwise would be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be required.
- j) In order to resolve any disputes between the owners in compliance with any of the provisions of this document, the parties must submit to binding arbitration with respect to such dispute. Each of the parties shall appoint an arbitrator of their choice and at their expense, and the two arbitrators so appointed shall select the third arbitrator, the cost of which shall be borne equally by the parties. The decision of the arbitrators shall be final and binding and shall be enforced under the provisions of Wisconsin law.
- k) The terms and conditions of this document shall be binding upon all owners of the lands described herein and their heirs and assigns so long as the zero-lot line, attached dwelling is in existence.
- l) The owners of the units situated on the lands described herein may modify the terms and conditions of this document by the unanimous consent of all such owners and upon the recording of an appropriate document amending the terms and conditions of this document.
19. **ASSOCIATION:** An Association will be created for maintaining all common elements and such other rules and regulations necessary for compliance with said rules and regulations.

20. **MARINA:** The marina on site is reserved for the unit owners, their guests and invitees and parties with leases on boat slips at the marina. There are additional rules and regulations regarding ownership and control of the marina.

These covenants are hereby made a part of this development and are recorded against all of the property, by virtue of our signatures hereunder.

Developer

Developer

Notary Public

DRAFT