CONDITIONAL USE PERMIT APPLICATION

Applicant (name and address): WARD AVENUE OUTSIDE	STORAGE	
1ACRESE W1 54003		
Owner of site (name and address):	CITY OF LA CROSSE, WI General Billing - 124326 - 2015	
Architect (name and address), if applicable:	001681-0185 Amber W. 04/03/2015 12:33P 175188 - WARD AVENUE OUTSIDE STORAGE LL —— Payment Amount: 250.0	
Professional Engineer (name and address), if applicable:		
Contractor (name and address), if applicable: GREG CAREL CONSTRUCTION 4514 MRMON COURE RD LACRESE WI 54001 Address of subject premises: 2109 WARD	AVE, LACROSSE, WI	
Tax Parcel No.: 17 - 50297 - 30 Legal Description:		
Zoning District Classification: #EAV N N N N N N N N N	PIAL I Code sec. 115-352	
Is the property/structure listed on the local register of histon Description of subject site and current use (include subathrooms, square footage of buildings and detailed ublueprint of building(s):	uch items as number of rooms, housing units, use, if applicable). If available, please attach	
Description of proposed site and operation or use (inclusquare footage of buildings and detailed use). If available we plan to Split the property Build Two Mini Storage Build Apparents	n, please attach blueprint of building(s): VINTO 2 PARCEIS AND	
Type of Structure (proposed): WOOD (COMMON	J FRAME	
Number of current employees, if applicable:		
Number of proposed employees, if applicable:		

Chapter 115, Article VI, Section 115-342 of the La Crosse Municipal Code (Rev. 08/2014)

Number of current off-street parking spaces:
Number of proposed off-street parking spaces:
Check here if proposed operation or use will be a parking lot:
Check here if proposed operation or use will be green space:
* If the proposed use is defined in 115-347(6)(c)(1) or (2)
(1) and is proposed to have 3 or more employees at one time, a 500-foot notification is required and off-street parking shall be provided.
(2) a 500-foot notification is required and off-street parking is required.
If the above paragraph is applicable, the Conditional Use Permit shall be recorded with the County Register of Deeds at the owner's expense.
In accordance with Sec. 115-356 of the La Crosse Municipal Code, a Conditional Use Permit is not required for demolition permits if this application includes plans for a replacement structure(s) of equal or greater value. Any such replacement structure(s) shall be completed within two (2) years of the issuance of any demolition or moving permit.
I hereby certify under oath the current value of the structure(s) to be demolished or moved is \$
I hereby certify under oath the value of the proposed replacement structure(s) is \$474,000.00.
If the above paragraph is applicable, this permit shall be recorded and should the applicant not complete the replacement structure or structures of equal or greater value within two (2) years of the issuance of any demolition and moving permit, then the applicant or the property shall be subject to a forfeiture of up to \$5,000 per day for each day the structure(s) is not completed.
CERTIFICATION: I hereby certify that I am the owner or authorized agent of the owner (include affidavit signed by owner) and that I have read and understand the content of this application and that the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.
(signature) (date)
, and the same of
(telephone) GERKE-CINDY BYAHOO · COM
STATE OF WISCONSIN))ss.
COUNTY OF LA CROSSE
Personally appeared before me this _3 day of _April, 20 16 , the above named ladyidual, to me known to be the person who executed the foregoing instrument and acknowledged the same
Notery Public My Commission Expires:
PETITIONER SHALL, <u>BEFORE FILING</u> , HAVE APPLICATION REVIEWED AND INFORMATION VERIFIED BY THE DIRECTOR OF PLANNING & DEVELOPMENT.
Review was made on the 300 day of + 2015.
Signed: Director of Planning & Development

Chapter 115, Article VI, Section 115-342 of the La Crosse Municipal Code (Rev. 08/2014)

2109 WARD AVE LA CROSSE

Parcel:

17-50297-30

Internal ID:

39107

Municipality:

City of La Crosse

Record Status:
On Current Tax Roll:

Current Yes

Total Acreage: Township:

1.843 15

Range:

07 09

Section: Otr:

SW-SW

Abbreviated Legal Description:

PRT SW-SW COM SW COR SEC 9 S89D51M31SE 1339.12FT TO SE COR N0D9M30SW 67.41FT TO INTER C/L 21ST PL & N LN WARD AVE N89D 51M37SW 33.02FT TO POB N89D51M37SW 243.39FT N1D30M24SW 404.28FT S56D19M16SE 314.08FT TO W R/W 21ST PL ALG CURV S1D49M29SW 230.68 FT TO POB SUBJ TO RESTR IN DOC NO. 1407975

Property Addresses:

Street Address

City(Postal)

2109 WARD AVE

LA CROSSE

2111 WARD AVE

LA CROSSE

Owners/Associations:

Name

Relation

Mailing Address

City

State Zip Code

WARD AVE OUTSIDE STORAGE LLC

901 ROSE ST

LA CROSSE

WI 54603

Districts:

Code

Description

Taxation District

2849

LA CROSSE SCHOOL

Y

5

Book 5

N

0035 LA CROSSE TIF 15

N

Additional Information:

Code

Description

Taxation District

2012+ VOTING SUPERVISOR

2012+ Supervisor District 10

Tuxusion District

2012 + VOTING WARDS

2012+ Ward 24

POSTAL DISTRICT

LACROSSE POSTAL DISTRICT 54601

Use

SERVICES

Lottery Tax Information:

Lottery Credits Claimed:

0

Lottery Credit Application Date:

Tax Information:

City of La Crosse planning department,

Attached please find our application for a conditional use permit for 2109 Ward Avenue. For your review we have provided the following:

- 1. Proposal from Carey Construction to construct 2 storage buildings.
- 2. Photos of the land prior to construction.
- 3. A copy of our mini storage rental agreement.
- 4. Photos of similar style buildings we have built in La Crosse and Galesville.
- 5. Plat of proposed site as well as sketch of proposed size and location of buildings.
- 6. Architects rendering of previously built units at 4514 Mormon Coulee Rd for example elevations and construction specifications.

Exterior appearance:

We will construct these buildings to be visually appealing. It is similar in style to our newly constructed units located on Mormon Coulee Rd in La Crosse. I have attached photos for your reference. We plan to finish the buildings with steel roofing and siding. All openings will be wrapped with aluminum in order to maintain the overall integrity of the building. The proposed unit sizes will be 10'x20', 10'x30', and 10'x10'.

Traffic Flow:

This type of storage facility will have a very minimal amount of traffic. Mainly do to the size of the units and the customer base it will attract. Boat and RV storage will be our target market.

Security Cameras and Lighting:

Security and adequate light are also features we plan to add to this building to deter any vandalism, theft or litter from being left on the premises. We feel this will serve as an asset to the surrounding businesses and policing departments as well.

It is our experience in the mini storage industry that at the current time units of this size are in high demand. We currently own and operate 16 different locations of mini storage buildings throughout the city of La Crosse totaling the amount of over 750 units. Currently the largest size we offer is 10x30 yet we only have a handful of this size with no current availability. We would love to be able to offer these larger units to our customers. We thank you in advance for

	your time and consideration of this application. Please feel free to request any further documentation to reach your decision.
	Sincerely,
Ц	Cindy Gerke-Edwards
	J-Squared Properties,LLC
	DBA Edwards Mini-Storage



EDWARDS INVESTMENTS CINDY GERKE EDWARDS 901 ROSE ST LACROSSE, WI 54603

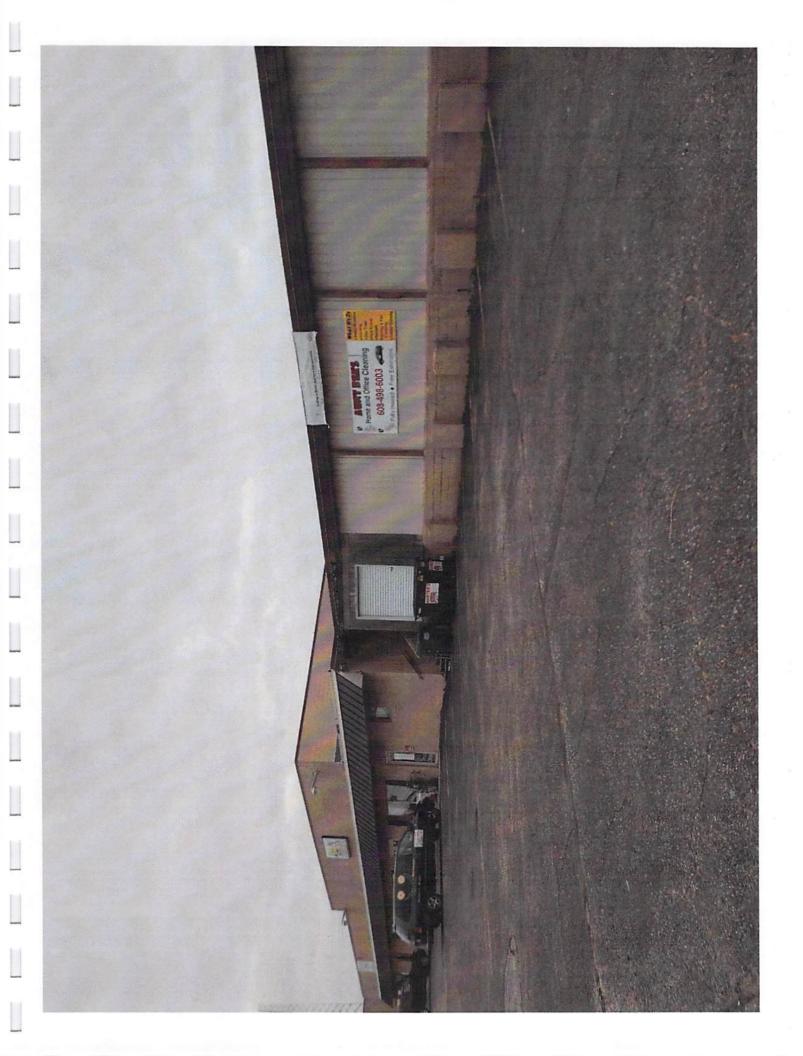
WARD AVE STORAGE

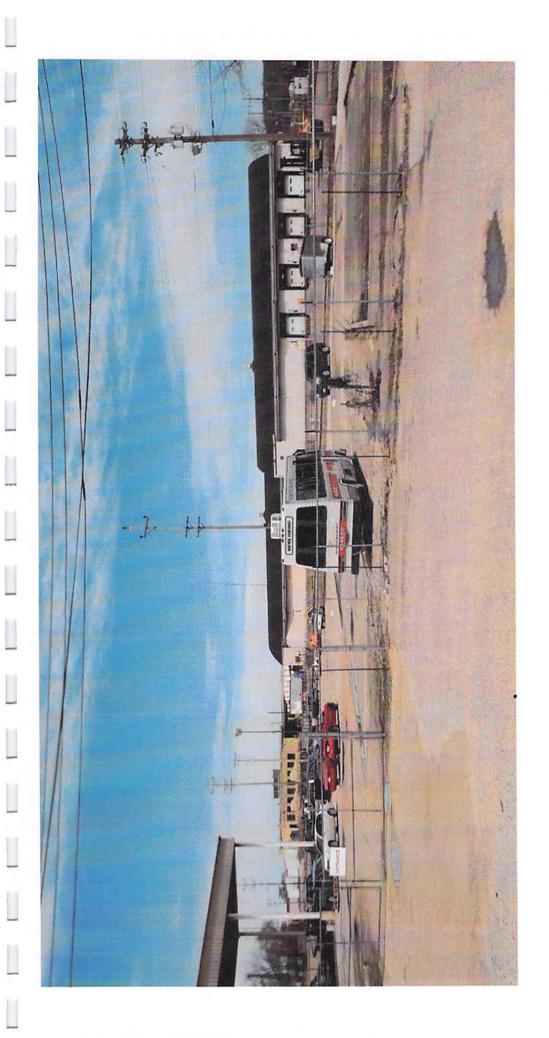
ESTIMATE

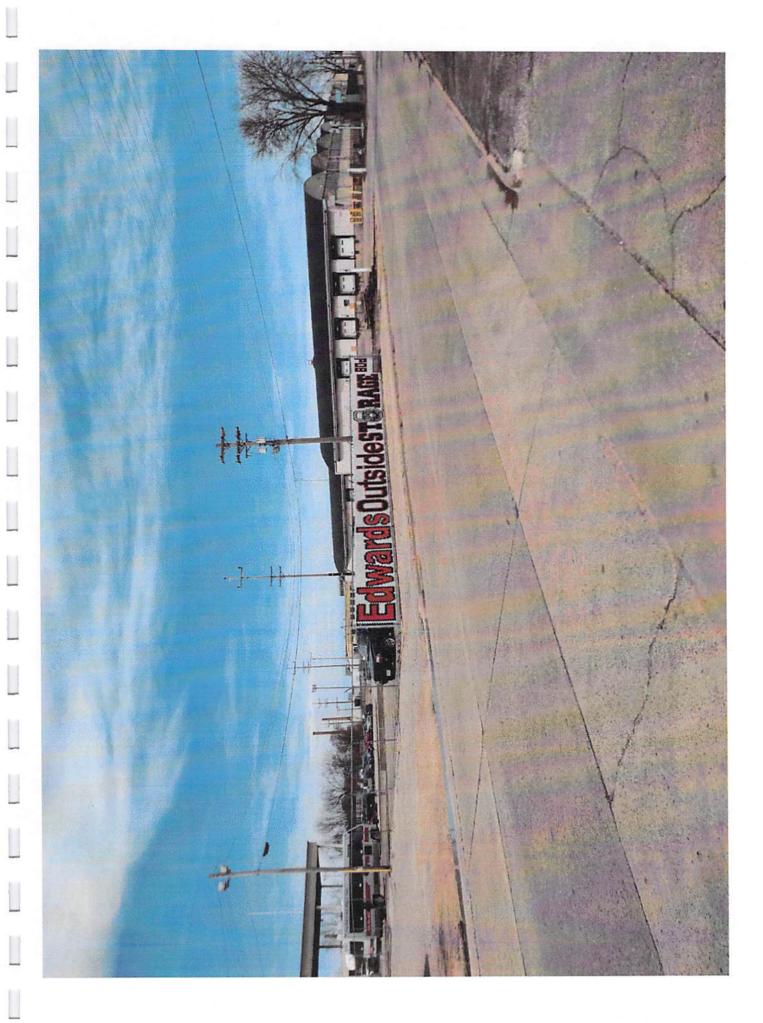
DESCRIPTION	RATE	TOTAL
MATERIALS ALLOWANCE UNIT A MATERIALS ALLOWANCE UNIT C MATERIALS ALLOWANCE UNIT D MATERIALS ALLOWANCE UNIT E CONCRETE ELECTRICAL ALLOWANCE PERMIT AND EROSION CONTROL ALLOWANCE PLANS EXCAVATION ALLOWANCE LABOR ALLOWANCE DUMPSTER ALLOWANCE	56,062.28 39,069.37 36,876.37 13,437.62 21,158.58 94,108.00 13,500.00 43,627.00 4,000.00 50,000.00 100,000.00	39,069.37 36,876.37 13,437.62 21,158.58 94,108.00 13,500.00 43,627.00 4,000.00 50,000.00
Total of five storage units	0.00	0.00
DATE 11/4.	/2014 TOTAL	\$473,839.22

Current Property

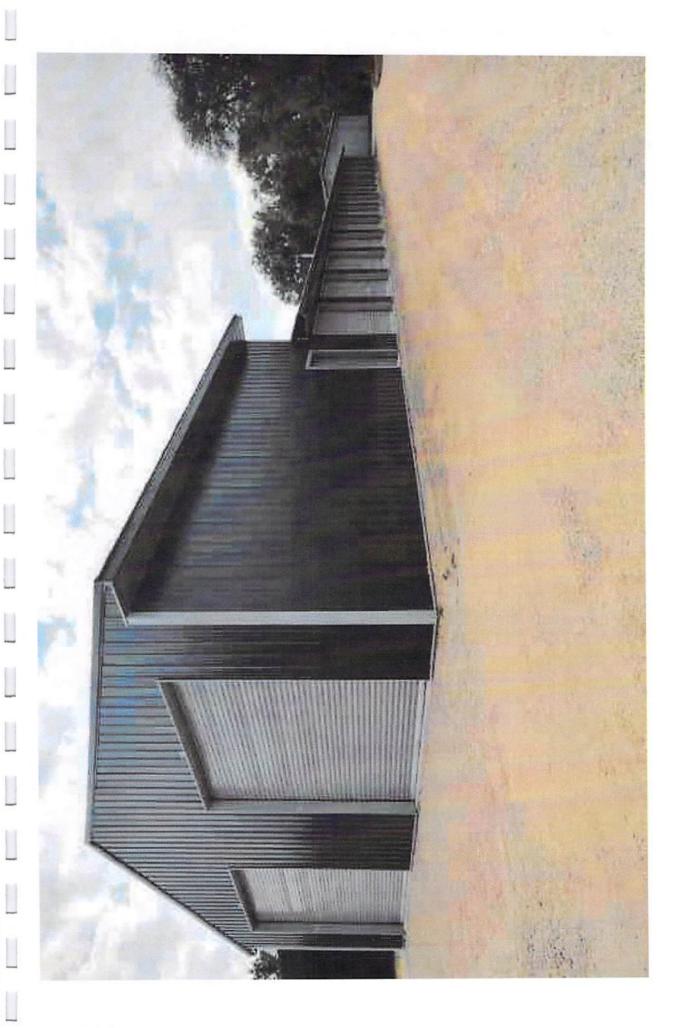


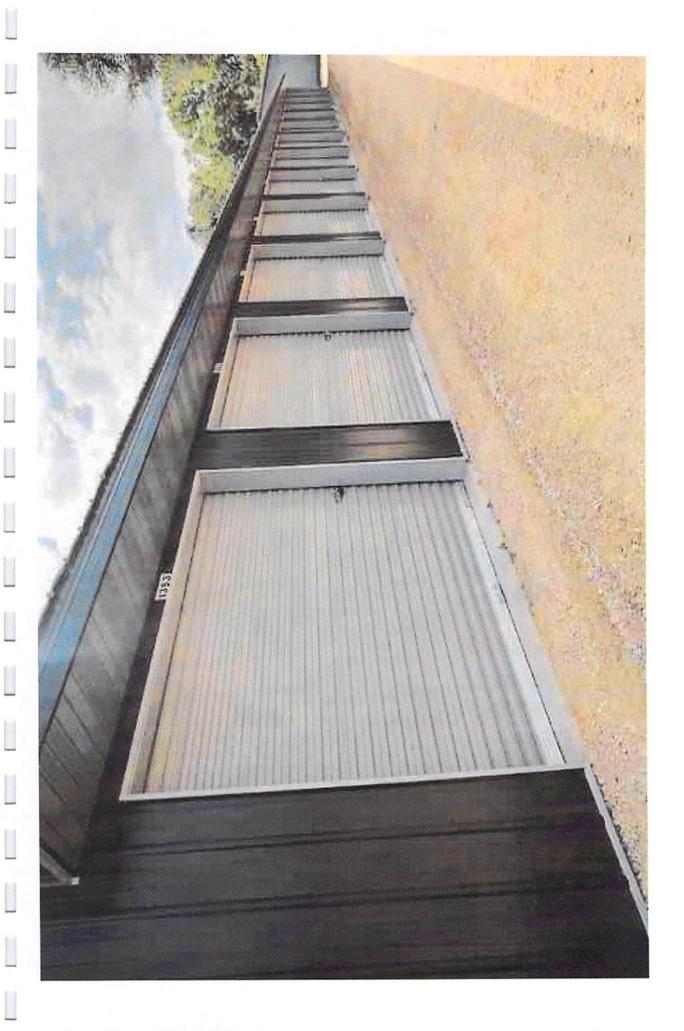


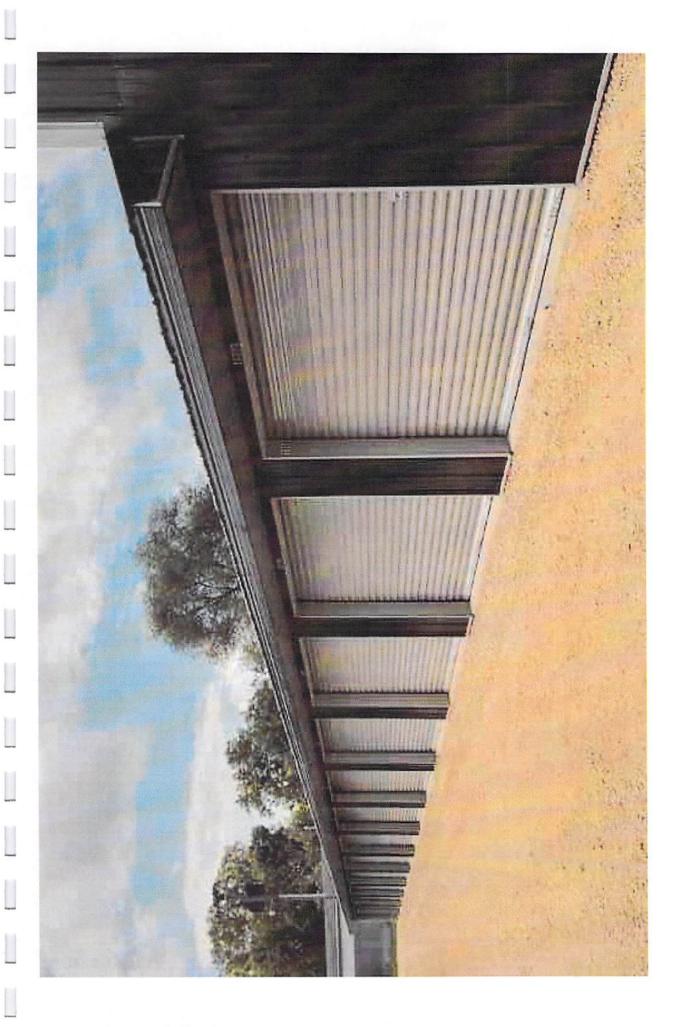


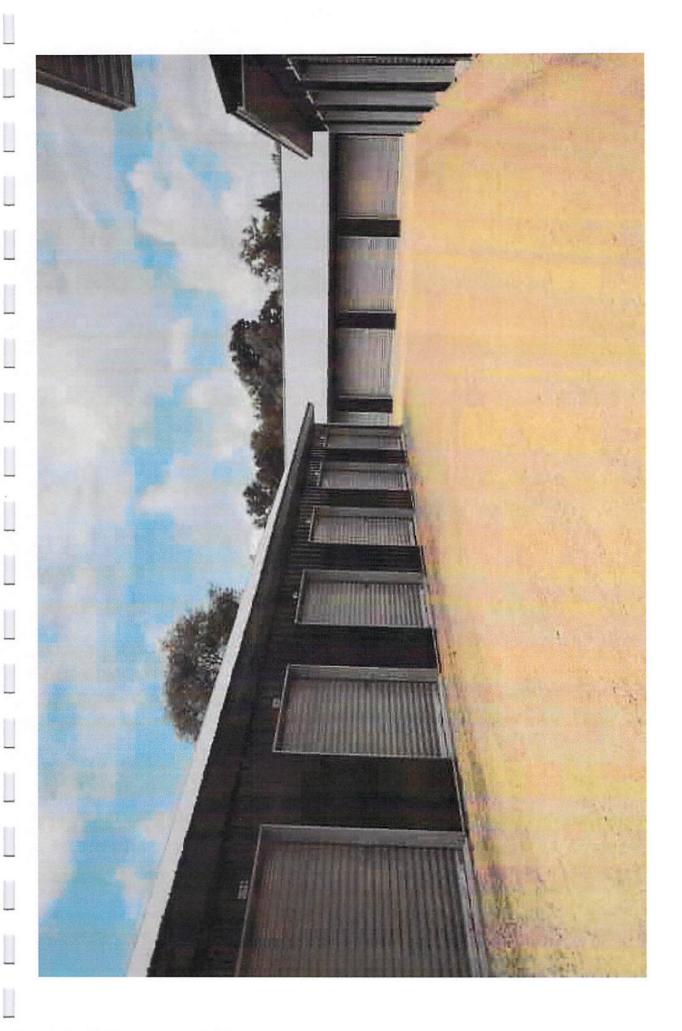


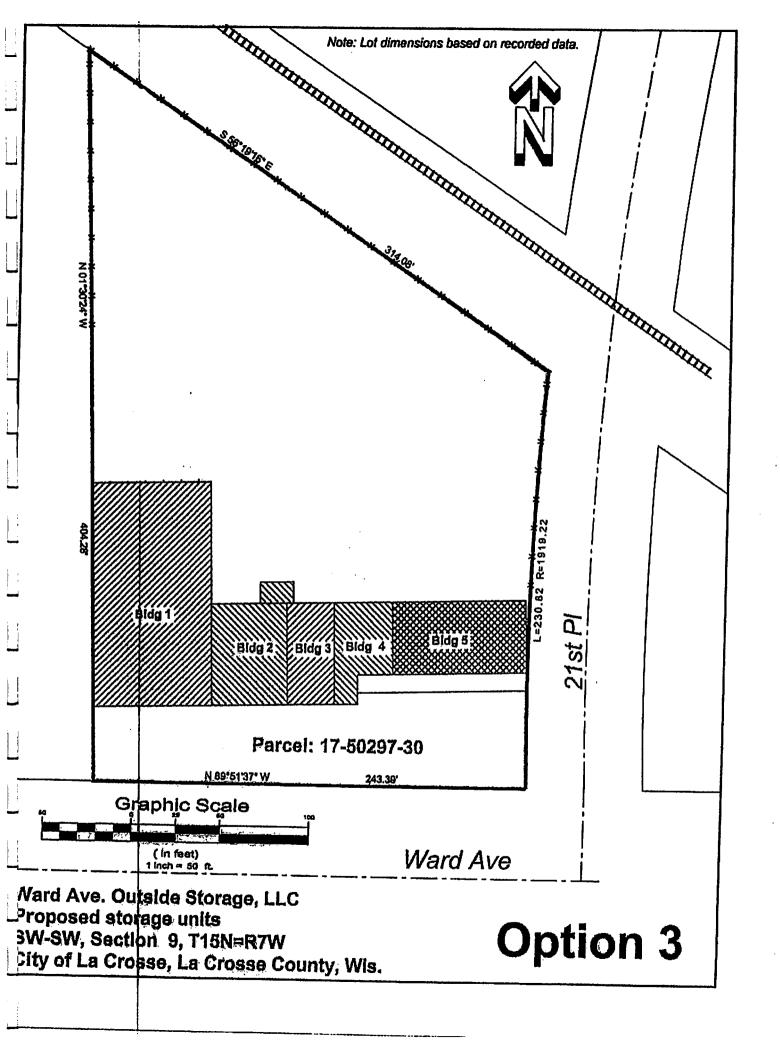
Previously built units of the same style

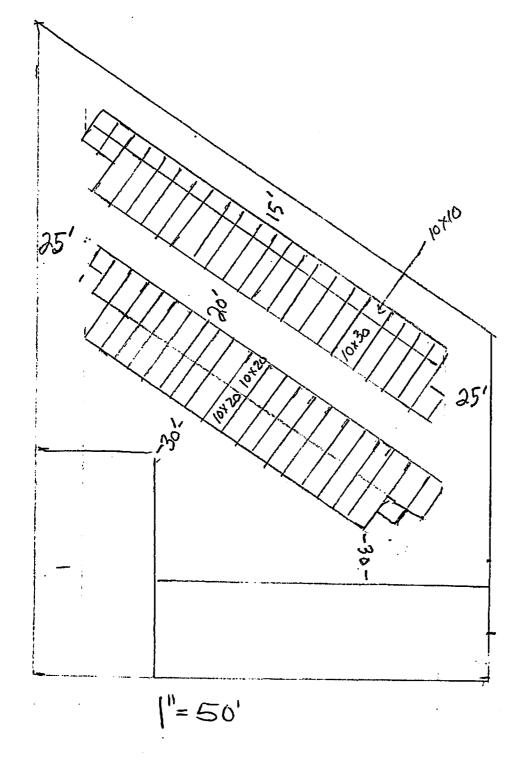












DEPOSIT \$	LAP Mini Standard L. I. C.	
PRO-RATE\$()	J.A.E. Mini-Storage, L.L.C. D/B/A EDWARDS MINI-STORAGE	WI LLC
I UCK¢	RENTAL AGREEMENT	La Crosse - Onalaska - French Island Viroqua - Whitehall - Blair - Bangor
LOCK\$TOTAL \$	901 Rose Street La Crosse, WI 54603 Phone: (608) 785-1770 or (888) 430-5225	La Farge - Arcadia - Galesville
NEVERGE	FAX: (608) 785-1779	SIZE:
NEXT DUE:	(Month to Month Occupancy, 1st through last day) PAY ONLINE AT www.edwardsministorage.com	ADDRESS:
Inside Space No	MonthlyRent \$ Social Security # (Date:
Name	Social Security # ((last 4)
Address	Zip Cell Phone	
CityState_	Zip Cell Phone	
, da i , danonzed Name, obciai Secui	ity #/ Priorie #.	
INSURANCE IS NOT PROVIDED BY	obtain general information regarding the / LESSOR. YOU MUST OBTAIN YOUR	OWN RENTER'S INSURANCE
1. RENT: The monthly rent shall rented, to the Lessor or the Lessor's de month. No statements will be sent. 2. PERFORMANCE DEPOSIT: A performance deposit in the amount of \$\\$_\text{will}\$ be refunded in full providing all rent, been received, and the inside rented uni moved at the time of vacating, or said PROPERTY OR LEFT IN THE UNIT. Sunit. Additional landfill/gas/labor charges 3. DEFAULT: Lessee shall be decondition of the Agreement. The rent shalls not received by the Lessor at the abov \$15.00 shall be assessed. In the event and/or other charges, there shall be a \$2 late charge that will result from the return 4. TERM: This is a month-to-month the last day of each month thereafter, un to the last day of the month and in accord 5. USE, OCCUPANCY, HAZARDO used only for the storage of personal products.	th tenancy. Commencing on the above statill terminated by either the Lessee or the Le	e following terms and conditions: ayable in advance on the date first. Rent is due the first day of each all Agreement, Lessee shall pay a at is due. This performance deposit the required 15-day prior notice has eating. Your padlock should be reacting. Your padlock should be regings/garbage is removed from the dent if Lessee breaches any term or the date. In the event the stated rent is LATE CHARGE in the amount of the was accepted for payment for rent med check in addition to the \$15.00 ted date and ending at midnight on ssor in writing at least 15 days prior with the exception of outside tessee with the exception of outside
Lessee further agrees that the premises shall not be used for the occupancy of any human, animal, or anything that eats or crawls. The storage of welding or flammable, explosive or other such substances is inherently dangerous. Lessee shall not use the premises for the storage of animals; food; explosives, highly flammable, dangerous, hazardous or toxic materials or substances as defined below; contraband or illegal substances; or for any unlawful purpose of any kind. Storage of such substances is strictly prohibited. Lessee shall not use the premises for the operation of any commercial, industrial, manufacturing or distribution business or any business whatsoever. Lessee shall not engage in any activity in the space which produces such prohibited materials. Lessee shall not use the premises for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires, motors, batteries, or any other accessories, except for such oil, grease, or other lubricant, as may be contained in the operating parts of the items identified above as being stored in the premises. Vehicles or other similar fuel driven equipment identified above may be stored only if the fuel tanks are emptied and inspected by Lessor or his agent. Trash or other materials shall not be allowed in or near the premises, nor shall an outside leased space be used for the maintenance or repair of any personal property stored in the designated space. Lessee shall not store in a rented unit any item(s) which shall be in violation of any order or requirement or imposed by any Board of Health, Sanitary Department, Police or Fire Department or any other governmental agency or in violation of any other legal requirement or do any act or cause to be done any act which creates or may create a nuisance on or upon or connected with the premises. LESSEE AGREES NOT TO STORE PROPERTY WITH A TOTAL VALUE IN EXCESS OF \$5,000.00 WITHOUT THE PRIOR WRITTEN PERMISSION OF LESSOR. IF SUCH WRITTEN PERMISSION IS NOT OBTAINED, THE VALUE OF THE PROPERTY SHALL BE DEE		
Initials	PAGE 1 OF 3	

Lessee shall provide his/her/its own lock for the premises. If the premises are found open or if a lock is removed for an inventory or sale, Lessor may, but is not required to, lock the premises at Lessee's expense. ALL PROPERTY STORED BY LESSEE WITHIN THE PREMISES OR ON LESSOR'S PROPERTY SHALL BE AT LESSEE'S SOLE RISK. Lessor shall have no obligation to exercise any care, custody or control over Lessee's stored property. Lessor assumes no responsibility for any loss, damage or casualty however caused to such property, except for said loss caused by Lessor's negligence, and Lessor is not responsible for obtaining insurance of any kind for the benefit of Lessee.

Lessee releases Lessor, its employees, agents, and representatives, from any and all liability and from all claims of loss or damage to Lessee's property and/or for the personal injuries or deaths to persons including Lessee and Lessee's family, guests, agents, employees, or invitees, caused by fire, water, the elements, Acts of God, theft, burglary, vandalism, malicious mischief, rodent; or the intentional acts or failure to act or negligence of Lessee, its employees, family, guests, invitees, or agents; or occurring on the premises rented for the Lessee's exclusive use or the premises of Lessor, or in any manner directly or indirectly growing out of or in connection with the use and occupancy or disuse of the premises by Lessee or any part thereof; provided, however, that such indemnification shall not apply to the extent any such loss or damage is caused by the intentional act or omission or negligence of Lessor, in which event such loss or damage shall also be equitably borne by Lessor. Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee's property or effects and/or injury or death to persons arising out of water leakage, breaking pipes, theft, fires, vandalism, or other causes beyond the reasonable control of the Lessor. Lessee further agrees to have its insurer, if he/she/it has one, waive any right of subrogation of any claim of Lessee against Lessor, its employees, agents and representatives. The operation, or failure of any type of "security system" installed by Lessor shall not change Lessor's aforementioned liability for any type of loss incurred by Lessee.

Lessee agrees to indemnify, defend and hold Lessor harmless from any and all loss, claim, demands, damage, liability, expense (including reasonable attorneys' fees), fines or penalties arising out of or related in any manner to such foregoing injuries, death or losses to person or property, however occurring, or arising out of or related to any breach of the Rental Agreement by Lessee.

Lessee's possessions within the premises are so placed at Lessee's sole risk and Lessor shall have no liability for any loss or damage caused to said possessions; except for any loss or damage caused by Lessor's negligence. Lessee acknowledges that insurance is available from independent insurance companies for damage to Lessee's property for the liability imposed in this paragraph. Lessee shall assume all risk of loss or damage that would have been covered by such insurance. Insurance is not available for purchase from Lessor's rental office.

LESSEE'S CHANGE OF ADDRESS OR ANY OTHER INFORMATION: If Lessee's address, phone number, name, employment, or any other information supplied by Lessee in this Rental Agreement changes, Lessee shall immediately inform Lessor, in writing, of said change,

18. OTHER PERSON	TO NOTIFY A	ND/OR ALTERNATE MAILING ADDRESS: Lessee may specify for the name and address of another person who, in addition to the
		notice of default pursuant to Section 704.90 (5)(b)(1), Wisconsin
Alternate Mailing Addre	988	

- **DEFINITION OF LESSOR:** The word "Lessor" in this Rental Agreement refers to all of the following: J.A.E. Mini-Storage, L.L.C., an agent of J.A.E. Mini-Storage, L.L.C., or any other person authorized by J.A.E. Mini-Storage, L.L.C., d/b/a Edwards Mini-Storage, to manage the self-storage facility or to receive rent from a lessee under a rental agreement.
- CHOICE OF LAW: This Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Venue for any action pertaining to this Rental Agreement or the services provided hereunder shall be in a court of competent jurisdiction in La Crosse County, Wisconsin. If any portion(s) of this Rental Agreement is found to be invalid or unenforceable, the remaining portions shall remain valid and enforceable.

In witness whereof, we acknowledge we have read and understand the above Rental Agreement. If there are special exceptions or conditions to the above, they have been written below in the space provided. NO STATEMENTS WILL BE SENT!

I understand that this storage facility and/or its management:

- 1. Is not responsible for a loss or damage:
- 2. Does not provide insurance for my stored property;
- 3. Requires that I provide my own insurance coverage or be uninsured (personally responsible for any loss.)

Initials for special conditions or exceptions as stated above: This Agreement entered into this _____ day of __ , 20___ For the Lesson Lessee

	J.A.E. Mini-Storage, L.L.C., d/b/a Edwards Mini-Storage
COVENANTS AND CONDITIONS CONTAIN YOUR LEGAL RIGHTS. LESSEE HEREBY	AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND THE NED HEREIN. KEEP A COPY OF THIS AGREEMENT TO PROTECT ACKNOWLEDGES THAT BY SIGNING THIS AGREEMENT ABOVE, HE EPTS ALL THE TERMS AND CONDITIONS EXPRESSED IN THIS
AGREEMENT, WHICH CONSISTS OF THRE	E PAGES.
Initials	PAGE 3 OF 3

- SIGNS: No painted or other signs shall be placed on the leased premises.. RULES: Lessee agrees to abide by all J.A.E. Mini-Storage, L.L.C., rules and policies that are now in effect or that may be put into effect from time to time. If the space rented is an outside space, the Lessee will be furnished with an individual claim number and no property to be stored outside may be received or released without presentation of said number as stated above. The Lessor shall be entitled to assume that the person in possession of said claim number is the owner of the property or his authorized agent and be entitled to deliver said property in reliance thereon.
- CONDITION AND ALTERATION OF PREMISES: Lessee has examined the premises and hereby accepts them as being in good order, condition and repair. Lessee agrees to immediately notify Lessor of any defects, dilapidations or dangerous conditions that may occur. Lessee agrees to keep the premises in good order and condition and to pay Lessor promptly for any repairs of the premises caused by Lessee's negligence or misuse or the negligence or misuse by Lessee's invitees, licensees, and/or guests. Lessee shall make no alterations or improvement of the premises without the prior written consent of Lessor. Should Lessee damage or depreciate the premises or make alterations or improvements or do painting or redecorating, without the prior written consent of Lessor, then all costs necessary to restore the premises to its prior condition must be borne by Lessee.
- INSPECTION: Lessee agrees that Lessor or its agent may at any reasonable time enter to inspect the premises and/or make repairs. Lessee further agrees that Lessor or its agent may show the premises to a prospective purchaser(s) of the property or to lending institutions or their representatives at any reasonable time, or if notice of termination of this occupancy has been given by either party, to prospective lessees during the period prior to termination.
- TERMINATION: The occupancy under this agreement may be terminated by the Lessor or Lessee by the giving of written notice to the other of its intention to terminate the occupancy of the assigned unit or space. Said written notice to be received at least 15 days prior to the last day of the month. Rent is payable by the Lessee to the Lessor for the current 30-day period, and if the Lessee vacates prior to the end of said 30-day period, the Lessee must nevertheless pay the stipulated rent for the said 30 days as hereinbefore provided. As conditions for such termination, and prior to the return of any deposit, Lessee shall perform the following: Leave Lessor the forwarding address of Lessee and allow Lessor to inspect the premises in Lessee's presence to verify the final condition of the premises and contents.
- LIEN: LESSOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE. LESSOR MAY SATISFY THE LEIN BY SELLING SAID PERSONAL PROPERTY, AS PROVIDED BY SECTION 704.90 OF THE WISCONSIN STATUTES, IF LESSEE FAILS TO PAY SAID RENT WHEN IT IS DUE AND/OR LESSEE DEFAULTS ON OR FAILS TO PAY ANY RENT THAT IS OWED FOR THE STORAGE OF PERSONAL PROPERTY THAT WAS ABANDONED AFTER THE TERMINATION OF THIS RENTAL AGREEMENT.
- REMEDIES UPON DEFAULT: If lessee breaches any term or condition of this Rental Agreement, Lessor, in addition to such other rights it may have under this Rental Agreement, shall have the right to immediately terminate this Rental Agreement. If Lessee fails to pay any rent or other charges when due, Lessor may proceed under Section 704.90 of the Wisconsin Statutes, or any other legal remedy available at law or in equity. Further, if Lessee fails to pay any rent or other charges when they are due, Lessor may lock the Lessee out and deny Lessee access to the leased space until said rent or other charges are paid in full. Said lockout may occur without any prior notice to Lessee. In preparation for a sale of Lessee's stored personal property pursuant to Section 704.90 of the Wisconsin Statutes, Lessor specifically has the right to remove any lock of the Lessee, enter the leased space, and compile an inventory of the leased space's contents. If upon removal of Lessee's lock, the Lessor finds the premises to be vacant, it may be determined that the space has been abandoned. All remedies available to Lessor shall be cumulative and the exercise of one or more remedies shall not exclude or waive Lessor's rights as to any other remedy.
- ABANDONMENT: Lessee shall not abandon the leased unit or space at any time during the term of this Rental Agreement. If Lessee does abandon said unit/space, Lessor shall have the right to take immediate possession of and re-enter said unit/space. Lessor may re-rent the space with the specific understanding, however, that the Lessee will remain liable for the rent of the leased space up to the time of re-renting the space or 30 days, whichever occurs first. After termination, by expiration or otherwise, of this Rental Agreement, Lessor may remove any personal property remaining in the leased space and store the personal property at another site within or outside the self-storage facility or the Lessor may continue to store the personal property in the leased space. Lessor may charge a reasonable rent for this storage of the personal property, whether at another site or in the leased space. Lessor may deny the former Lessee access to the personal property until Lessee redeems the personal property by paying Lessor any rent or other charges due, pursuant to Section 704.90 of the Wisconsin Statutes and other applicable law. If Lessee fails to pay said rent and/or other charges, Lessor may sell said Personal Property in order to satisfy Lessor's lien pursuant to Section 704.90 of the Wisconsin Statutes.
- ASSIGNMENT OR SUBLETTING: Lessee shall not sublet or assign all or any portion of the related premises or Lessee's interest therein without the prior written consent of the Lessor. Any assignment or subletting of the premises without the prior written consent of the Lessor shall constitute an Event of Default under this Rental Agreement.
- ATTORNEY'S FEES: If legal action shall be brought by Lessor for unlawful detainer, to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in the Agreement, Lessee shall pay the Lessor all costs, expenses and reasonable attorney's fees incurred by the Lessor if the Lessor is successful in the aforesaid action.
- 16. LIABILITIES: LESSEE UNDERSTANDS THAT THIS STORAGE FACILITY AND/OR ITS MANAGEMENT: 1. IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO HIS/HER/ITS PERSONAL PROPERTY THAT IS STORED IN THE LEASED SPACE, EXCEPT FOR SUCH DAMAGE AS IS CAUSED BY LESSOR'S NEGLIGENCE; 2. LESSOR DOES NOT PROVIDE INSURANCE FOR LESSEE'S STORED PROPERTY; 3. LESSOR REQUIRES LESSEE TO PROVIDE HIS/HER/ITS OWN INSURANCE COVERAGE OR BE UNINSURED AND THEREBY PERSONALLY RESPONSIBLE FOR ANY LOSS.

Initials	PAGE 2 OF 3