



COUNTY OF KENOSHA

December 2012

Department of Planning and Development

VARIANCE APPLICATION

Owner: Brian Strane

Mailing Address: 15318 12th ST

Kenosha WI 53144

Phone Number(s): 414-491-1471

RECEIVED

MAR 24 2017

Kenosha County
Planning and Development

To the Kenosha County Board of Adjustment:

Please take notice that the undersigned was refused a Zoning Permit by the Kenosha County Department of Planning and Development for lands described below for the reason that the application failed to comply with the Kenosha County General Zoning and Shoreland/Floodplain Zoning Ordinance. The owner or assigned agent herewith appeals said refusal and seeks a variance.

Parcel Number: 45-4-221-104-0430 Zoning District: C-2 C-1

Property Address: 15318 12th ST Shoreland: NO

Subdivision: N/A Lot(s): - Block: -

Current Use: Single Family Residence

Proposal: Build Out building 40'x60' For Storage
and work shop

REQUIRED BY ORDINANCE		VARIANCE REQUESTED
Section: <u>12.27-6(c) - Det. Acc. Bldgs. in C-2 Dist. Max.</u>		<u>2400 sq. ft.</u>
	<u>OF 1800 sq. ft.</u>	
Section: _____	_____	_____
Section: _____	_____	_____

VARIANCE APPLICATION

An Area Variance is authorization by the Kenosha County Board of Adjustments to vary one or more of the dimensional or physical requirements of the applicable zoning law, code or ordinance in connection with some proposed construction.

The burden will be on you as property owner to provide information upon which the board may base its decision. At the hearing, any party may appear in person or may be represented by an agent or attorney. You or your agent must convince the zoning board to make a ruling in your favor. The board must make its decision based only on the evidence submitted to it at the time of the hearing. Unless you or your agent is present, the board may not have sufficient evidence to rule in your favor and must then deny your application.

- (1) Describe alternatives to your proposal such as other locations, designs and construction techniques. Attach a site map showing alternatives you considered in each category below: *SEE ATTACHED*
- (A) Alternatives you considered that comply with existing standards. If you find such an alternative, you can move forward with this option with a regular permit. If you reject compliant alternatives, provide the reasons you rejected them.

SEE ATTACHED

- (B) Alternatives you considered that require a lesser variance. If you reject such alternatives, provide the reasons you rejected them.

SEE ATTACHED

- (2) Will there be an unnecessary hardship to the property owner to strictly comply with the ordinance?

Unnecessary hardship exists when compliance would unreasonably prevent the owner from using the property for a permitted purpose (leaving the property owner without any use that is permitted for the property) or would render conformity with such restrictions unnecessarily burdensome.

An applicant may not claim unnecessary hardship because of conditions which are self-imposed or created by a prior owner (for example, excavating a pond on a vacant lot and then arguing that there is no suitable location for a home or claiming that they need more outbuilding space than that permitted to store personal belongings). Courts have also determined that economic or financial hardship does not justify a variance. When determining whether unnecessary hardship exists, the property as a whole is considered rather than a portion of the parcel. The property owner bears the burden of proving unnecessary hardship.

VARIANCE APPLICATION

(3) Do unique physical characteristics of your property prevent compliance with the ordinance? If yes, please explain. N/A

Unique physical limitations of the property such as steep slopes or wetlands that are not generally shared by other properties must prevent compliance with the ordinance requirements. The circumstances of an applicant (growing family, need for a larger garage, etc.) are not a factor in deciding variances. Nearby ordinance violations, prior variances or lack of objections from neighbors do not provide a basis for granting a variance.

(4) What would be the effect on this property, the community or neighborhood and the public interest if the variance was granted? How can these impacts be mitigated.

These interests are listed as objectives in the purpose statement of an ordinance and may include: drainage, visual impact, and fire safety and building code requirements.

See attached

The undersigned hereby attests that the above stated information is true and accurate and further gives permission to Planning & Development staff and Board of Adjustment members to view the premises, in relation to the Appeal request made herein, during reasonable daylight hours.

Owners Signature: 

Agent: _____ Signature: _____

Agents Address: _____

Phone Number(s): _____

- (1) The only alternative to my current building plan that would not require a variance would be to build a smaller building. The proposed building location is not a problem, as it would fit within regulations, on my seven-acre lot. The designs also fit within regulations set for Kenosha County. As for the designs, I plan on erecting an all steel "commercial grade" building. These structures are very well engineered and can be colored matched to existing structures.
- (A) Alternatives I have considered were a building with less square feet. However, a smaller building does not fit my equipment and allow me to work efficiently. My passion is restoring, repairing, and modifying different kinds of heavy equipment and various other projects. Some of the projects I work on must be completely disassembled which leads to thousands of parts. Not only do the parts take a lot of space, but so do the tools and equipment I use to restore/modify. I also require a section of the building for painting. This section must be separated from the rest of the shop due to dust and debris. When considering smaller buildings, the idea of having a separate painting area was just not feasible. To make a smaller building work; I would have to convert my work area into a painting area when painting is needed. Which would mean the shuffling around of lots of parts, pieces, and equipment. This would be a very timely process and would lead to complications with paint. It would also be nearly impossible to get the workshop clean enough for quality paint work. I have been dreaming about having my own workshop for about as long as I can remember. In the past, I've had to pass on some projects due to lack of ability to paint the project myself. This building is going to be my pride and joy as well as be utilized as much as I possibly can. I would love to build it 60' x 80', but I know my goals can be attained with a 40'x 60'.
- (2) Although, by definition, there would not be unnecessary hardship if this variance is not granted, I would like to say that all I am requesting is an additional 600 square feet of building. The additional space is critical for me in fulfilling my wishes of my dream workshop. In years past I have had to load up parts and pieces to take them to be painted. I cannot explain nearly enough how nice it would be to just do it myself, not to mention the time and cost savings.
- (3) Not Applicable
- (4) The impacts on the property and surrounding area would be minimal. The building site is surrounded by dense woodland. In the winter time the building would barely be seen from the neighboring residences. During the summer months, the building will be completely camouflaged by the foliage. The purposed building site was cleared years ago by the previous owner, thus eliminating further need to remove additional trees.



COUNTY OF KENOSHA

Department of Public Works & Development Services

19600 - 75th Street, Suite 185-3

Bristol, Wisconsin 53104

Telephone: (262) 857-1895

Facsimile: (262) 857-1920

ZONING PERMIT APPLICATION

Owner Brian Strane

Date 3/24/17

Mailing Address 15318 12th St.

Phone # 414-491-1471

Paris, WI 53144

THE UNDERSIGNED HEREBY APPLIES FOR A PERMIT TO DO THE WORK HEREIN DESCRIBED, AND AS SHOWN ON THE REQUIRED SITE PLAN FORM OR ATTACHED REGISTERED SURVEY HEREOF, AND HEREBY AGREES THAT ALL WORK WILL BE DONE IN ACCORDANCE WITH ALL THE LAWS OF THE STATE OF WISCONSIN AND ALL THE ORDINANCES OF THE COUNTY OF KENOSHA, APPLICABLE TO THE FOLLOWING DESCRIBED PREMISES:

Parcel No. _____ Zoning District(s) _____

Property Address 15318 12th St Kenosha WI 53144

Subdivision Name _____ CSM # _____ Lot _____ Block _____ Unit _____

STRUCTURE DESCRIPTION	TYPE OF CONSTRUCTION	SIZE (L' x W')	SIZE (L' x W')	AREA (sq feet)	HEIGHT (feet)	# OF STORIES
<u>40x60 Out building</u>	<u>All Steel</u>		<u>40x60</u>	<u>2400</u>	<u>20</u>	<u>1</u>

Contractor _____

Address _____

Phone # _____

Agent _____

Address _____

Phone # _____

For Office Use Only

Permit No. _____

Foundation Survey Due Date _____

Waiver of Liability Due Date _____

Board Of Adjustments Approval Date _____

Conditional Use Permit Approval Date _____

Sanitation Approval _____

Receipt # _____ Check # _____

Amount _____

THIS ZONING PERMIT IS ISSUED SUBJECT TO:

1. ANY FEDERAL, STATE OR LOCAL RESTRICTIONS AND/OR DEED RESTRICTIONS.
2. EACH APPLICANT FOR A ZONING PERMIT IS CHARGED WITH KNOWLEDGE OF THE COUNTY ZONING ORDINANCE. COPIES OF THE TEXT OF THIS OR PORTIONS THEREOF AND COPIES OF THE OFFICIAL ZONING MAPS ARE AVAILABLE FOR SALE, COPYING OR INSPECTION UPON REQUEST. ANY STATEMENT MADE, SITE PLAN SUBMITTED, ASSURANCE GIVEN OR PERMIT ERRONEOUSLY ISSUED CONTRARY TO THIS ORDINANCE IS NULL AND VOID.
3. THIS PERMIT SHALL EXPIRE EIGHTEEN (18) MONTHS FROM DATE OF ISSUANCE.

4. REMARKS: _____

NOTICE: YOU ARE RESPONSIBLE FOR COMPLYING WITH STATE AND FEDERAL LAWS CONCERNING CONSTRUCTION NEAR OR ON WETLANDS, LAKES, AND STREAMS. WETLANDS THAT ARE NOT ASSOCIATED WITH OPEN WATER CAN BE DIFFICULT TO IDENTIFY. FAILURE TO COMPLY MAY RESULT IN REMOVAL OR MODIFICATION OF CONSTRUCTION THAT VIOLATES THE LAW OR OTHER PENALTIES OR COSTS. FOR MORE INFORMATION, VISIT THE DEPARTMENT OF NATURAL RESOURCES WETLANDS IDENTIFICATION WEB PAGE <http://dnr.wi.gov/topic/wetlands/locating.html> OR CONTACT A DEPARTMENT OF NATURAL RESOURCES SERVICE CENTER (262) 884-2300.

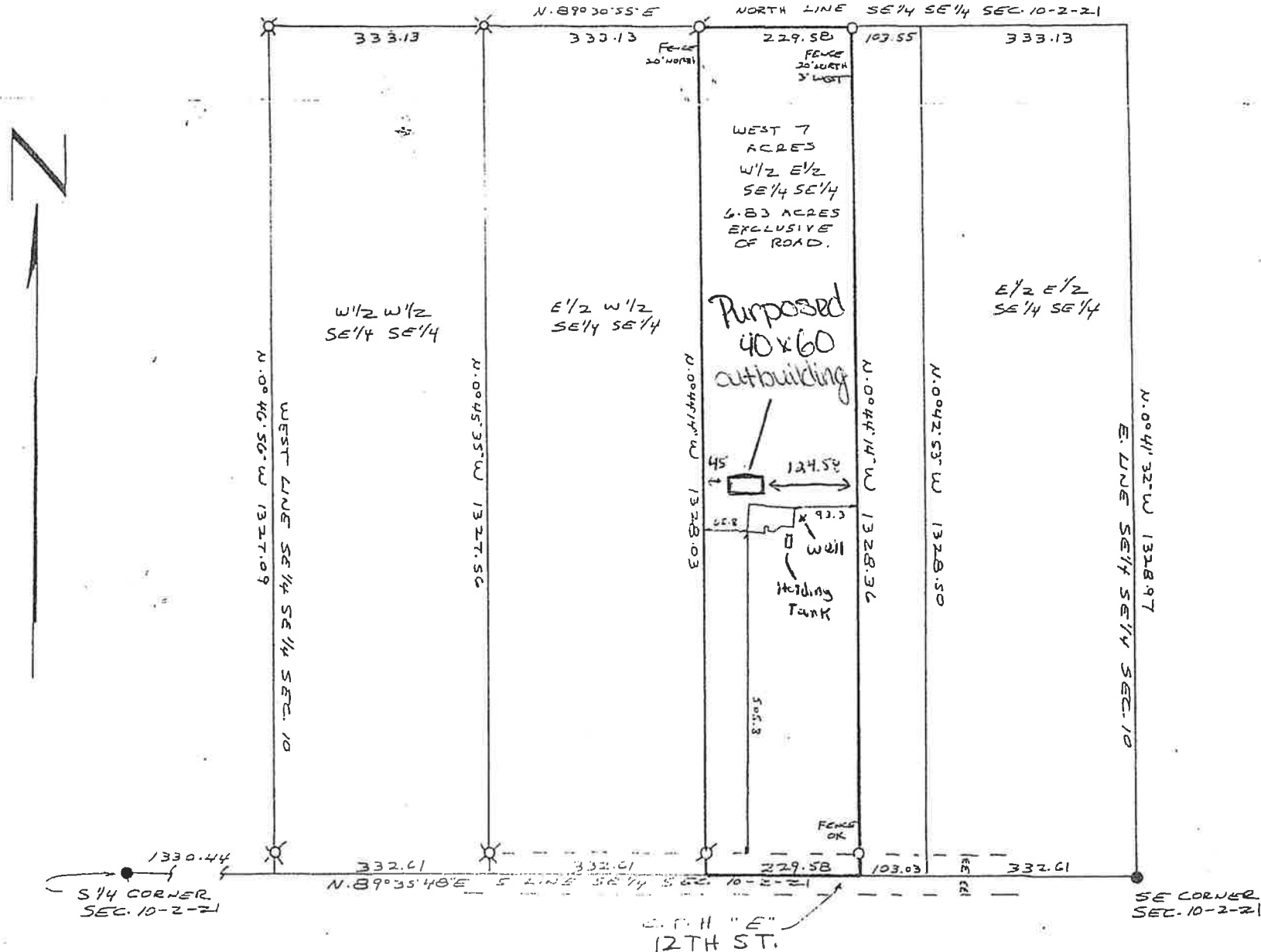
Date Permit Issued _____

THE UNDERSIGNED HEREBY ATTESTS THAT THE ABOVE INFORMATION IS TRUE, ACCURATE AND HAS RECEIVED THE ABOVE NOTICE.

NO SIGNATURE NEEDED ON APPLICATION - APPLICANT WILL SIGN ISSUED PERMIT

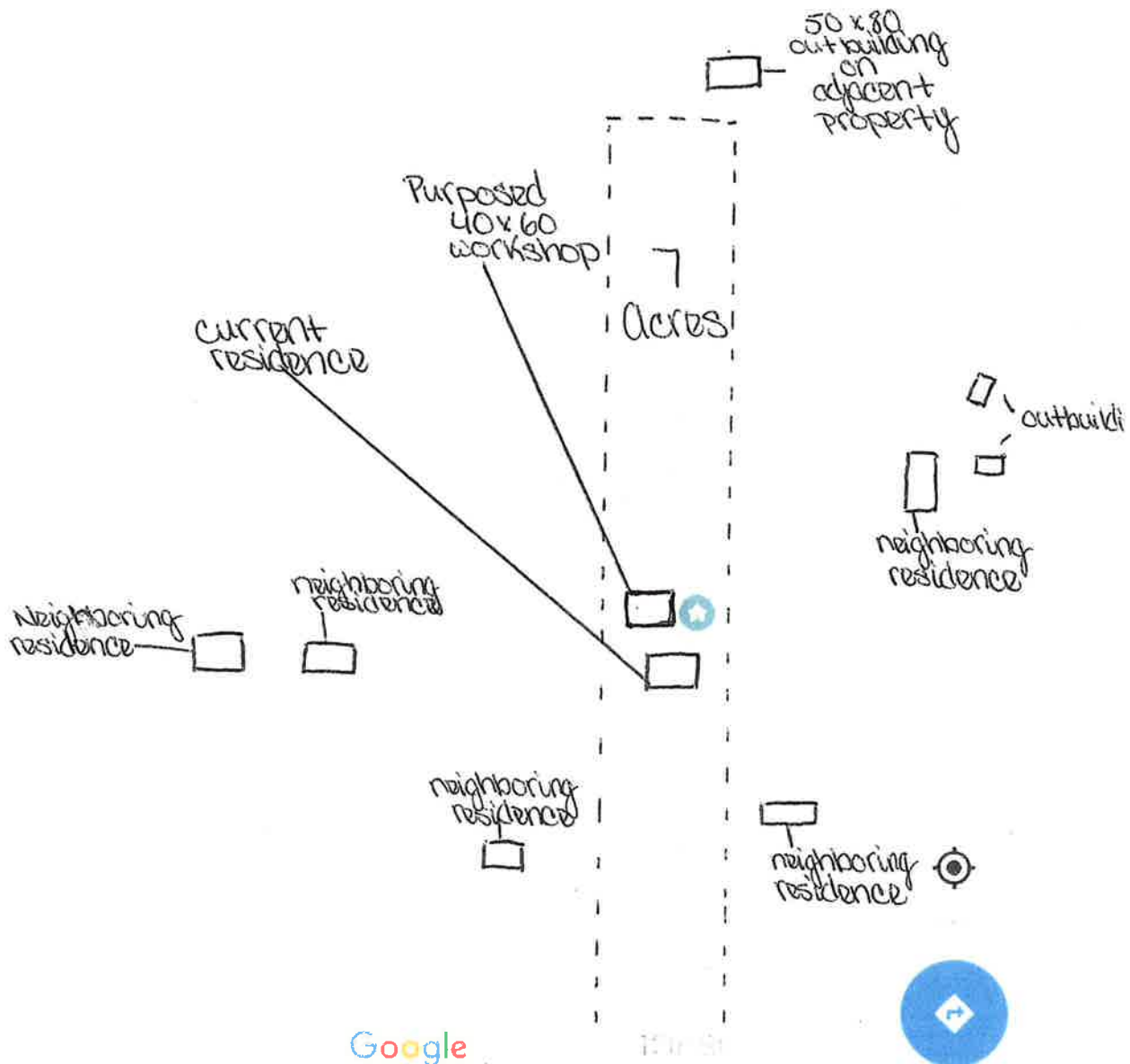
Director of Planning Operations _____

Owner/Agent _____ Date _____





15318 12th St.
Paris, WI
53144



Map data ©2017 Google Terms 50 m

PROPOSAL



LAWLER ENTERPRISES, INC.

www.kenoshaconcrete.com

- Patios
- Walks
- Garage Slabs
- Addition Foundations
- Commercial Snow Service
- Basement Leaks Repaired
- Floors
- Drives

Job Description steel building floor

Date 2/10/2017

4224 - 43rd Avenue • Kenosha, WI • Phone (262) 652-2700

53144-3423

Fax (262) 652-7166

Proposal Submitted To

Work To Be Performed At

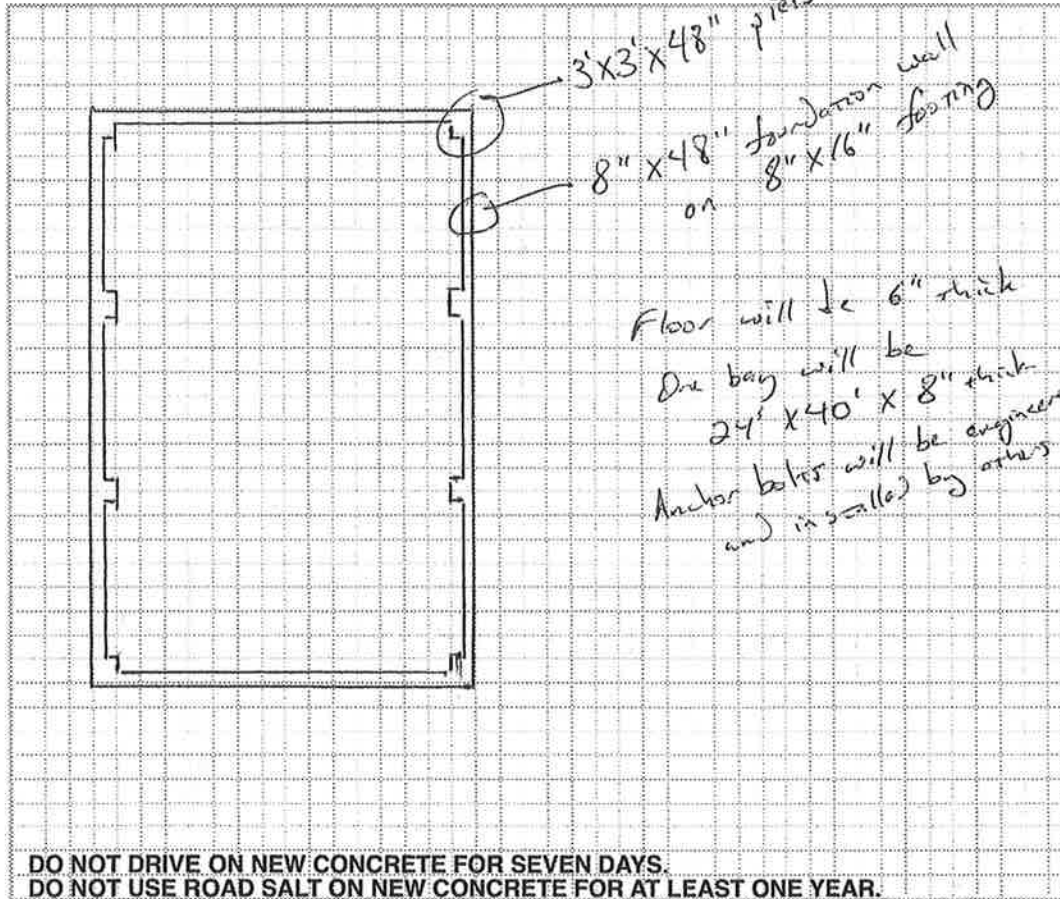
Name Brian Strane brian@swundergroundllc.com
 Street 15318 - 12th Street
 City Paris WI
 Phone (414) 491-1471

Street _____
 City _____
 Phone _____

We hereby propose to furnish the materials and perform the labor necessary to construct concrete area(s) as sketched:

NOTES:

- 1.) All concrete will be:
 - ☒ air-entrained 6 bag mix Flow
 - ☐ fiber-reinforced (except city walks, exposed aggregate & finished floors)
 - ☐ four inches thick, unless otherwise indicated in sketch.
 - ☐ sealed upon completion
 - ☒ 5 bag walls
- 2.) If accepted, work would be scheduled to begin approx. Spring weather permitting, and will take approximately 5 days to complete.
- 3.) Customer will excavate
L&L will install footing
at foundation
Customer will backfill and
add and grade same
as needed, install
insulation, heating
system, and wire mesh.
L&L will pour floor



Guarantee: All work is guaranteed to meet the standards of the industry for a period of one year. All work is guaranteed to meet applicable city codes upon completion. All material is guaranteed to be as specified, and the above work to be completed in a substantial, work manlike manner for the sum of Thirty Four Thousand Eight Hundred Dollars (\$34,800) with payments to be made as follows: \$ 4,800 non-refundable deposit returned with contract; FULL BALANCE DUE AND PAYABLE ON DAY OF FINAL POUR. For each month or part thereof that amounts due hereunder are not paid when due, there will be added to such amounts a late charge computed at the rate of .0005% per day which equals 18.25% annually. Customer shall pay all cost of collection including collection agency fees and/or a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices. Past due accounts will receive statements after the first of each month. Payments will be applied on date received.

Any alteration or deviation from above specifications will be executed, upon mutual agreement, for an extra charge over and above this price quote. All agreements contingent upon strikes, accidents, weather or other delays beyond our control. Concrete cracks due to shrinkage, loading in excess of design strength, and other internal and external stresses. Concrete will also settle with subgrade, and/or heave with frost. These natural occurrences are beyond our control. We do not warrantee against damage resulting from these phenomena. We're able to minimize undesirable random cracks with control joints but cannot prevent all. The nature of concrete and the climatic conditions in this area are such that concrete eventually cracks, peels, spalls, pops, etc. L & L is not liable for such natural deterioration.

Respectfully submitted by Jan Lawler

Note - This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have read both sides of this agreement carefully before signing and acknowledge receiving a copy of same.

Signature _____

Date _____

Time _____

Signature _____

TERMS AND CONDITIONS

A. GENERAL PROVISIONS

1. Price includes any necessary sidewalk, approach, or driveway permits. Customer will need to obtain any other permits if required.
2. Price includes removal and disposal of existing material (dirt, broken concrete, asphalt, stone, etc.). L & L Concrete Construction retains the right to salvage aforementioned material.
3. L & L is not responsible for vandalism to freshly poured concrete. Customer should also expect a reasonable amount of lawn damage from equipment and formwork which we do not backfill or replace.
4. Digger's Hotline does not mark private facilities (e.g. power or gas lines run to garage or out buildings). L & L Concrete is not responsible for repair or incidental damages caused by unmarked private facilities.
5. **DECORATIVE CONCRETE:** The nature of stamped concrete and of exposed aggregate concrete is such that height variations are normal, desirable, and are to be expected. These aesthetically pleasing characteristics may hinder accessibility for persons with limited mobility. Persons with such a condition should exercise reasonable care when traveling on these surfaces to avoid injury. Customer assumes all normal liability for this product upon completion.
6. **DYED CONCRETE:** Customers choosing to use dyed concrete may request a sample of the dye that will be used on their job. Please be aware that the other materials in the concrete mix may affect the color. If the chosen color is unsatisfactory, another color may be sampled. Due to the destruction of product and transportation costs, samples are available at a nominal cost. Large scale samples can be cast upon request for additional charge. We encourage customers to consider sampling several days prior to pour. Once concrete is ordered, it is too late for customer to stop the job without incurring significant costs. These costs shall be borne by the customer. When multiple pours are necessary, every effort is made to end each batch in an inconspicuous location; however, some color variation may be evident between batches.
7. **GARAGE SLABS:** When L & L Concrete replaces part or all of a garage slab, and customer chooses to reuse an existing overhead or service door, L & L will attempt to adjust the old garage doors to fit the new slab, but cannot guarantee sure fit. Any further adjustment necessary will be done by others at customer's expense.
8. **ADVERTISING:** Customer hereby grants to L & L Concrete Construction the right to use photos and films for promotions or publications, and to show in progress and finished product to interested parties. Customer reserves the right to disallow the publicity of his name or address.
9. We reserve the right to refuse to work for anyone.

B. GENERAL RESPONSIBILITIES

1. **PROPERTY LINES:** We recommend a survey for work

done near property lines. The customer agrees to be responsible for the location of all lot lines and shall identify all corner posts of his lot for the contractor. If any doubt exists as to the location of such lot lines, the customer shall, at his own cost, order and pay for survey. If the customer shall wrongly identify the location of the lot lines of the property, any changes required by the contractor shall be at customer's expense.

2. **INSURANCE:** L & L Concrete Construction shall, at their own expense, carry all workers' compensation and public liability insurance necessary for the full protection of L & L Concrete Construction and the customer during the progress of the work. Certificates available upon request.
3. **SUPERVISION OF WORK:** Customer agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with L & L Concrete Construction, and customer agrees not to issue any instructions to, or otherwise interfere with same. The customer shall, at all times, have the right to inspect the work. L & L Concrete Construction shall not be responsible for any injury to customer during said inspections.
4. **FINAL AGREEMENT.** This agreement expresses all agreements between the parties concerning the subject matter hereof and supersedes all previous understandings relating thereto, whether oral or written, and shall be binding upon and shall insure to the benefit of the heirs, administrators, executors, successors and assignees of the parties hereto.

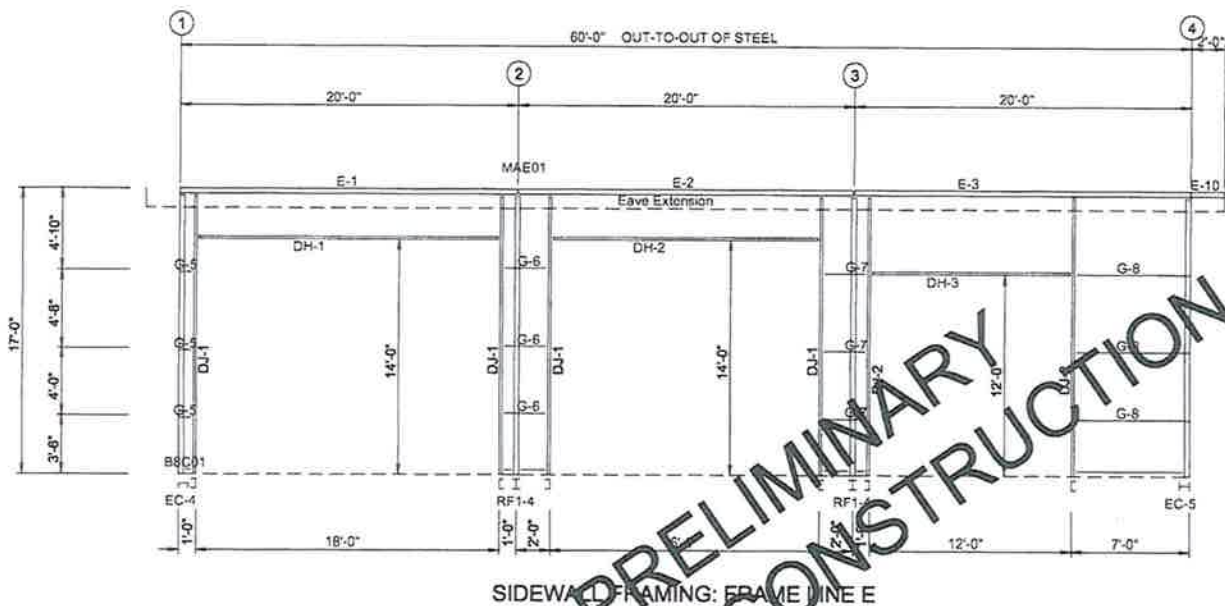
C. CONFLICT PROVISIONS

CLAIM ARBITRATION. Any controversy or claim arising out of or relating to this contract, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the Arbitration(s) may be entered in any court having jurisdiction.

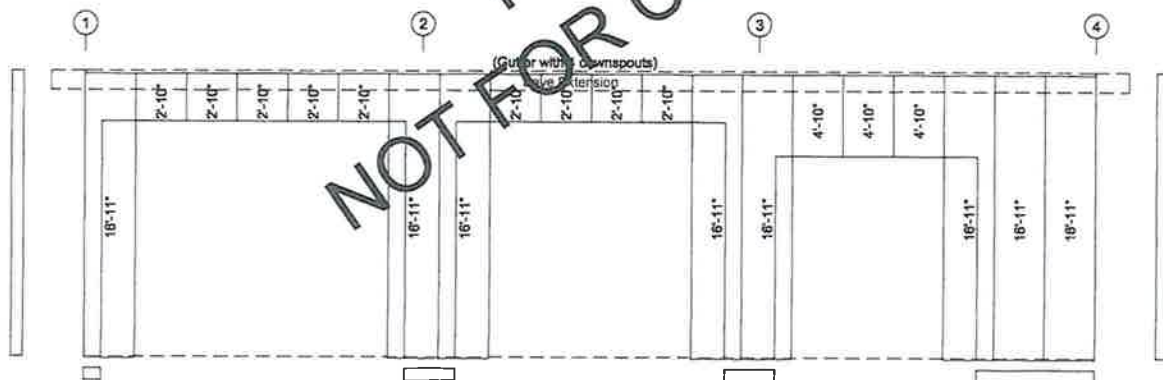
COURT CLAIM. Should either party hereto bring suit in court to enforce the terms of this agreement, any judgment awarded shall include reimbursement of court costs and reasonable attorney fees be paid to L&L Concrete Construction plus interest at the aforementioned rate.

As required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Front



SIDEWALL FRAMING: FRAME LINE E



SIDEWALL SHEETING & TRIM: FRAME LINE E

PANELS: 28 Ga. CW - Undefined color C

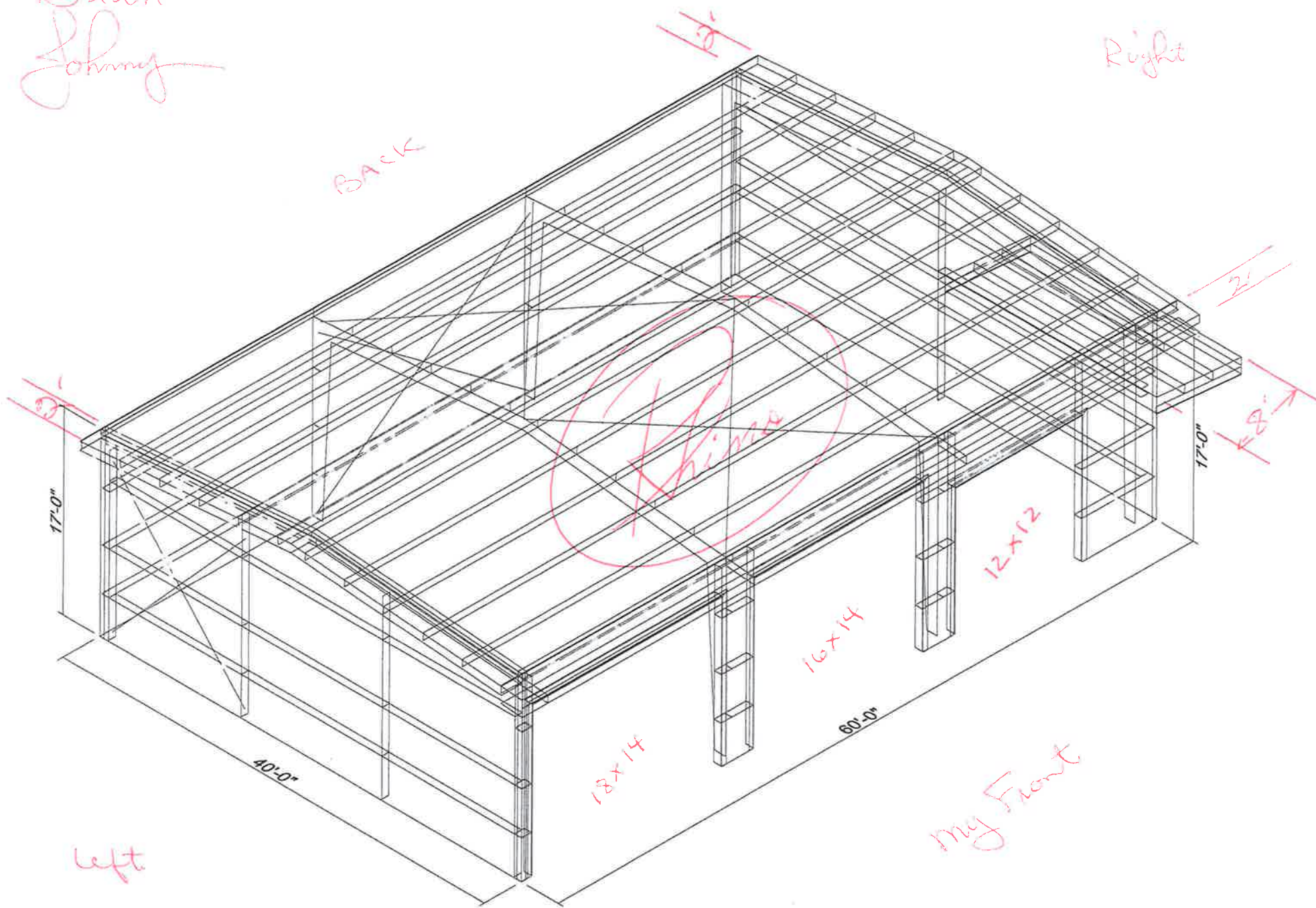
GIRT LOCATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN

Rhino Steel Building Systems
2-3-17m

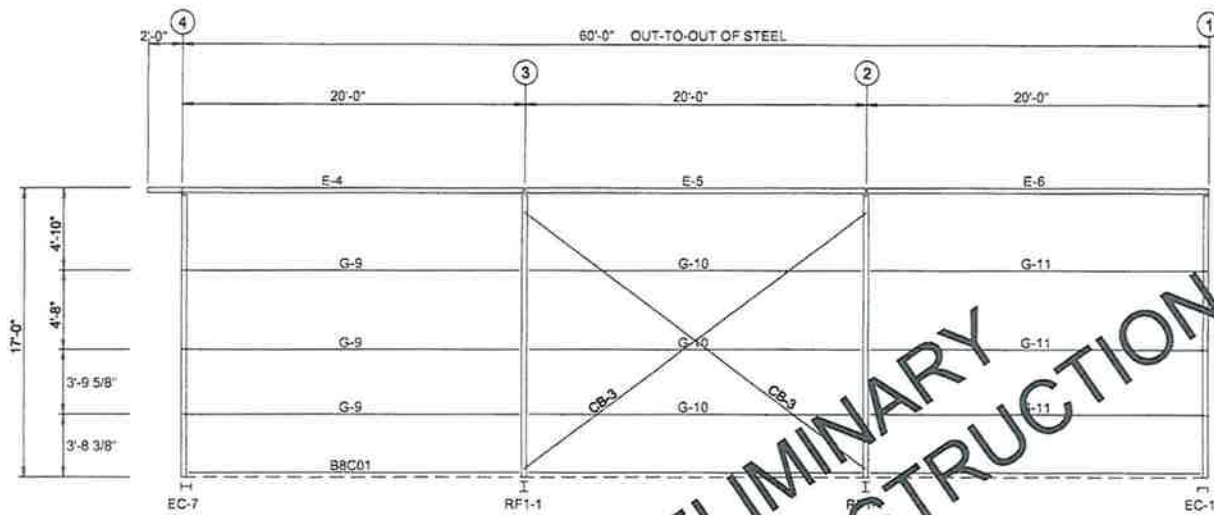
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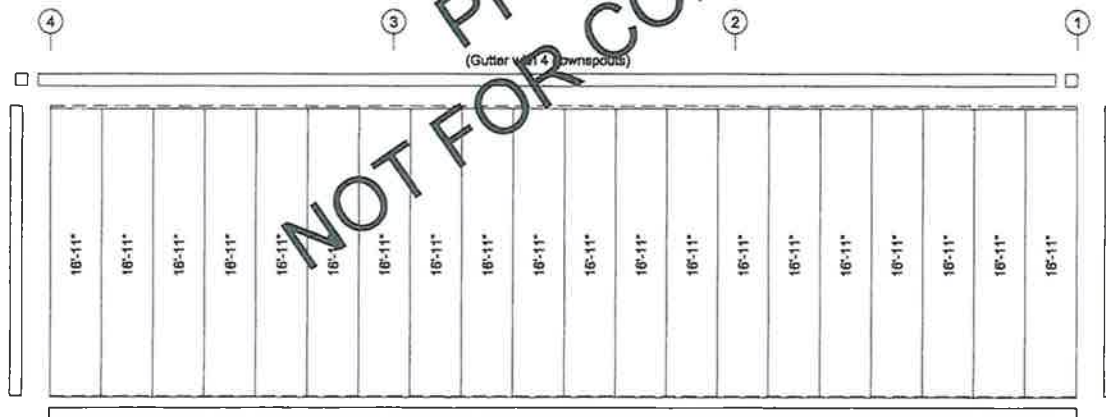
Brian
Johnny



Back



SIDEWALL FRAMING FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

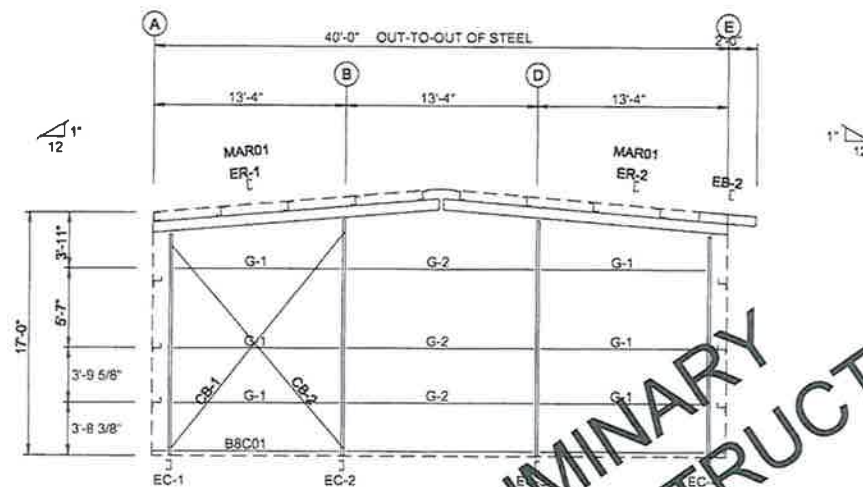
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GIRT LOCATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN

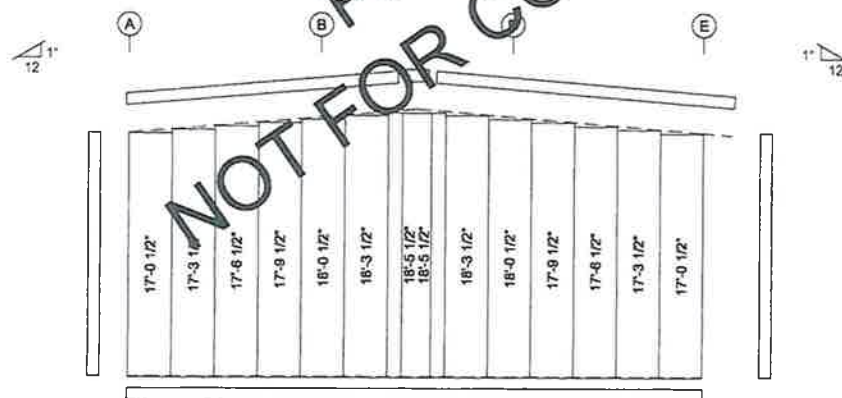
Rhino Steel Building Systems
2-3-17m
brian
53144

4

Left End



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 28 Ga. CW - Undefined color C

BOLT TABLE				
FRAME LINE 1				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	4	A325	1/2"	2"
Columns/Raf	6	A325	1/2"	2"

GIRT LOCATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

Rhino Steel Building Systems
2-3-17m

brn
53144

5



RHINO STEEL BUILDING SYSTEMS

4305 1-35 North - Denton, TX 76207 www.rhinobldg.com
 Phone: 940.383.9566 Fax: 940.484.6746 Toll Free: 1.888.320.7466

Over 42% repeat and referral business in 2012

Sales Manager:

Johnny Grigsby

Quote:

2-3-17mN-R1

CUSTOMER INFORMATION

Name: Brian Strane
 Address: 15318 12th Street
 City: Kenosha
 Phone: 414-491-1471

Date: 2/9/2017
 State: WI
 Zip: 53144
 County: Kenosha

BUILDING SPECIFICATIONS

Width: 40	Bldg Code: WBC11	Live Load: 20	Wall Color: Choice of Colors
Length: 60	Collateral Load: 1#	Bay Spacing: 20	Roof Color: Choice of Colors
Eave Ht: 17	Wind Load: 90-Exp-B	# Bays: 3	Trim Color: Choice of Colors
Roof Pitch: 1:12	Ground Snow: 43/30 roof	Girt Condition: Bypass	Column: Tapered

ACCESSORIES

Walk Doors: 2-3070 Solid, Lever Lock, Keyed alike, Insulated	Included
Framed Openings: 1-18x14, 1-16x14, 1-12x12: with Full Cover Trim (OPENING ONLY)	Included
Windows: 5-3030-insulated, sliders	Included
Gutters & Downs: Gutters and Downspouts & 2' overhang-3-sides / 8' canopy @ 10' right side, 20'	Included
Ridge Vents 3-9"x10', White, ridge vents	Included
Insulation: Reinforced Vinyl Back: 6"-roof 4" walls	Included

Overhead Doors: (Raynor Overhead Sectional Door)

Model # S24: Insulated

1-18x14, 1x16x14, 1x12x12, with electric operator, normal headroom

OPTION: \$7694.00: ADD TO PRICE **Add To Total**

Notes: Clear Span, Base Channel, 3.5 girt and Trim (no concrete notch needed)

Included

BUILDING PRICE WITH FREIGHT - (GOOD TO 2-15-2017)

\$ 34,255.00

DISCOUNT IF BUILDING PURCHASED BEFORE: (2-15-2017)

\$ 1,555.00

"CONFIRM LOCAL BUILDING CODES" Price With Freight (Add Options & Tax)

\$ 32,700.00

RHINO STEEL BUILDINGS - STANDARD FEATURES and BENEFITS

26 Gauge PBR Panels - Rhino Standard PBR for roof and wall panels feature extra overlap for increased strength and water resistance.

25 Year Warranty - on all silicon polyester roof and wall panels from chalking or fading.

Formed Base Trim - A colored steel edge that the wall panel rests on resulting in two major benefits: eliminates the need for concrete sheet notch and prevents panels from resting on concrete which may later cause rusting.

Full Cover Trim - added to all framed openings to enhance looks and resulting in more finished look.

Weather Proofing - At base, eave and rake. Another standard feature that includes closures strips, mastic, and flashing to ensure a weather tight building.

Price includes - 3 sets of engineer stamped drawings and anchor bolt plans.

Building Price With Discount:	\$ 32,700.00
Freight Included, Add Tax:	
Add Options If Applicable:	

* 25% Deposit to order the building, Balance due C.O.D.

* Anchor bolts are not included unless otherwise noted.

Price is valid until: 2-15-2017

*** Freight is Included**

Customer is responsible for confirming loads with local authority.

Please add Sales Tax if Applicable

BOARD OF ADJUSTMENTS SCHEDULE FOR 2017 PUBLIC HEARINGS

*Third Thursday of each month at 6:00 p.m.
Kenosha County Center, 19600 75th Street, Bristol, Wisconsin
Conference Room A (unless published otherwise)*

*This schedule includes all areas under general zoning regulations in the following townships:
BRIGHTON, PARIS, RANDALL, SOMERS, WHEATLAND*

HEARING DATES

<u>JANUARY 19</u>	Filing Date: Published:	December 19 Jan. 6 & Jan. 11	<u>JULY 20</u>	Filing Date: Published:	June 20 July 7 & July 12
<u>FEBRUARY 16</u>	Filing Date: Published:	January 16 Feb. 3 & Feb. 8	<u>AUGUST 17</u>	Filing Date: Published:	July 17 Aug. 4 & Aug. 9
<u>MARCH 16</u>	Filing Date: Published:	February 16 March 3 & March 8	<u>SEPTEMBER 21</u>	Filing Date: Published:	August 21 Sept. 8 & Sept. 13
<u>APRIL 20</u>	Filing Date: Published:	March 20 April 7 & April 12	<u>OCTOBER 19</u>	Filing Date: Published:	September 19 Oct. 6 & Oct. 11
<u>MAY 18</u>	Filing Date: Published:	April 18 May 5 & May 10	<u>NOVEMBER 16</u>	Filing Date: Published:	October 16 Nov. 3 & Nov. 8
<u>JUNE 15</u>	Filing Date: Published:	May 15 June 2 & June 7	<u>DECEMBER 14</u>	Filing Date: Published:	November 14 Dec. 1 & Dec. 6

CHAPTER 12, KENOSHA COUNTY GENERAL ZONING AND SHORELAND/FLOODPLAIN ZONING ORDINANCE STATES:

12.06-4 LEGAL NOTICE REQUIREMENTS AND TIME LIMITS: Any petition or other matter requiring the publication of a legal notice must be submitted at least one month prior to the requested hearing date as scheduled by the Planning, Development & Extension Education Committee or Board of Adjustments. For purposes on this section, "one month prior to the requested hearing date" shall be defined to mean not later than 4:30 p.m. on the same calendar date of the month preceding the scheduled hearing, or the last day county offices are open prior to the aforementioned deadline. For purposes of the Open Meetings Law, the Director of the Department of Planning and Development shall be delegated the responsibility of informing the County Clerk of both scheduled open and closed meetings so that proper notices may be given.



COUNTY OF KENOSHA

Department of Planning and Development

VARIANCE PROCEDURES BEFORE THE BOARD OF ADJUSTMENTS

- ☐ 1. Contact the Department of Planning & Development and set an appointment. Bring the following for your pre-application meeting.
- ☐ 2. Complete a Zoning Permit Application at the Department of Planning & Development.
- ☐ 3. Complete a Variance Application.
 - ☐ A. A copy of your Tax Bill or a copy of the recorded Deed of Transfer if you have owned the property for less than a month. (This is to provide proof of ownership) If you are in the process of purchasing the property you need to provide a signed and accepted purchase agreement or if you are a realtor or contractor, a letter from the current owner granting you agent status to act on their behalf.
 - ☐ B. A Survey of the property with the following information provided. **NOTE:** The Board of Adjustments strongly advises that for any new residential construction an area for a detached or attached garage should be shown for present or future construction.
 - ☐ ❖ Size and location of all existing structures on the property and their distances from property lines -- (street yard setback should be taken from the edge of the road right of way).
 - ☐ ❖ Location and dimensions of the proposed structure(s) or where the addition is to be placed on an existing structure.
 - ☐ ❖ Show what the resulting setbacks will be for proposed structure.
 - ☐ ❖ Location of the well and on-site waste disposal system -- (septic systems must show both the septic tank size and dimensions of the field).
 - ☐ C. A filing fee of \$550 (non-refundable) is required at application time to cover the costs of publishing.
- ☐ 4. Submit the above information by the filing deadline (see Board of Adjustment Schedule handout) with the Department of Planning and Development.
- ☐ 5. Submit the above information to your local Township for placement on the agenda of the Town Planning Commission and/or the Town Board.
- ☐ 6. Your first meeting will be with the Town Planning Commission, except for the Town of Wheatland. The Town of Somers has a Board of Appeals. **NOTE:** You must attend or the Commission/Board will not be able to act on your request.

**VARIANCE PROCEDURES &
PUBLIC HEARING VARIANCE STANDARDS**

- ☐ 7. Your second meeting will be with the Town Board. **NOTE:** You must attend or the Board will not be able to act on your request.
- ☐ 8. Your third meeting will be with the County Board of Adjustments. **NOTE:** You must attend or the Board of Adjustments will not be able to act on your request. At this meeting you will be asked to brief the Board on your request for a variance and state your reasons for hardship (see Public Hearing Variance Standards handout).
- ☐ 9. If the Board of Adjustments grants your variance request you may obtain your Zoning Permit from the Office of Planning and Development the day after the meeting. The permit will be issued if all requirements from this office have been addressed, including sanitation, if you are the current owner of the property, and subject to signing the Statement of Appeal Process (see attached handout). If you do not sign the Statement of Appeal Process you will need to wait 30 days from the date of approval before the zoning permit can be issued. PLEASE NOTE, THAT ACCORDING TO SECTION VII.B.12.36-15(c) VARIANCES GRANTED BY THE B.O.A. SHALL EXPIRE WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, UNLESS A ZONING PERMIT HAS BEEN ISSUED AND "SUBSTANTIAL CONSTRUCTION" – THE VALUE OF SUCH WORK THAT HAS COMMENCED EQUIVALENT TO 25% OF THE PROJECTED COST OF THE PROJECT AS NOTED ON THE APPLICATION FOR THE ZONING PERMIT, HAS COMMENCED.
- ☐ 10. Follow the Permitting Process for New Construction or for Additions to Existing Structures, Accessory Structures, Decks, Pools, and/or Fences (see handout).
- ☐ 11. If the Board of Adjustments denies your variance you have thirty (30) days to file an appeal with circuit court (see Statement of Appeal Process handout).

IMPORTANT TELEPHONE NUMBERS

Kenosha County Center

Department of Planning & Development
19600 - 75th Street, Post Office Box 520
Bristol, Wisconsin 53104-0520

Division of County Development (including Sanitation & Land Conservation) **857-1895**
Facsimile #..... 857-1920

Public Works Division of Highways..... 857-1870

Administration Building

Division of Land Information 653-2622

Brighton, Town of 878-2218
Paris, Town of 859-3006
Randall, Town of 877-2165
Salem, Town of 843-2313
Utility District 862-2371
Somers Town of 859-2822
Wheatland, Town of 537-4340
Wisconsin Department of Natural Resources - Sturtevant Office 884-2300
Wisconsin Department of Transportation - Waukesha Office 548-8722

PUBLIC HEARING VARIANCE STANDARDS

- ❑ YOUR PUBLIC HEARING WILL BE BASED ON THE FOLLOWING STANDARDS FROM THE KENOSHA COUNTY GENERAL ZONING AND SHORELAND/FLOODPLAIN ZONING ORDINANCE.

CHAPTER 12.36-1 **INTENT**

- ❑ It is the intent of this section of the Ordinance to recognize that under certain conditions and circumstances, it may be necessary to obtain a variance from the terms of this Ordinance so long as said variance will not be contrary to the public interest, and where, owing to special conditions, a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship or practical difficulties and where the granting of such variance will uphold the spirit of this Ordinance and contribute to the justice of the particular case in question. Any variance granted under the terms of this ordinance shall, however, relate only to area requirements and not to use. Furthermore, it is the intent of this section to establish a Board of Adjustments for the purpose of reviewing applications for variances as well as reviewing orders and decisions made by the Office of Planning and Development.

CHAPTER 12.36-13 **STANDARDS AND GUIDELINES**

- ❑ In determining whether a variance is to be granted, the following standards and guidelines must be met in view of the evidence presented and in making its decision, these standards and guidelines shall be addressed by the board of adjustment:
 1. The existence of special conditions or exceptional circumstances on the land in question.
 2. The experiencing of unnecessary hardships or practical difficulties on the land in question either presently or in the future.
 3. That these hardships or difficulties are the result of the aforementioned special conditions existing on the land and are not self-inflicted.
 4. That the existence of these special conditions will restrict the use of the land if the Ordinance is applied literally so as to render the land useless.
 5. That the limitation on the use of the land does not apply generally to other properties in the district.
 6. That limiting the use of the property does not afford compensating gains to the public health, safety and welfare.
 7. That the variance(s) requested are the minimum variance(s) needed to alleviate difficulties or hardships.
 8. That the use of the parcel in question presently does conform to the ordinance.

9. That granting the variance applied for will not affect the public health, safety, morals and welfare of the community and other properties in the area.
10. That with respect to those areas located within the floodland districts, a variance would not permit filling and development contrary to the purpose and intent of the Camp Lake/Center Lake FWO Floodway Overlay District; would not permit a change in the boundaries of the FPO Floodplain Overlay District, FWO Camp Lake/Center Lake Floodway Overlay district or the FFO Camp Lake/Center Lake Floodplain Fringe Overlay District; would not permit a lower degree of flood protection in the floodland districts than the residential, commercial, institutional, or park basement or crawlway to be located below the 100-year recurrence interval flood elevation; would not allow a change or alteration of an historic structure, including its use, which would result in the structure; further, that the variance for the proposed action would not require amendment to the floodplain zoning ordinance' and furthermore, that the variance would not have the effect of granting or increasing a use property which is prohibited in the floodland districts or any action contrary to the provisions of Chapter NR 116 of the Wisconsin Administrative Code.

- ☐ Variances may be granted for example for reasons of topography, environmental protection or where permitted by state statute but in no event may a variance be granted where the primary reason for obtaining a variance is to obtain a more profitable use of the property, personal inconvenience, construction errors, economic reasons, self-created hardships, or where the property is presently a non-conforming use. Furthermore, variances may not be granted for the purpose of altering the sanitary requirements of this ordinance except for existing structures.
- ☐ The Board of Adjustments in considering the propriety of granting a variance shall not consider the number of persons for or against the granting of a variance but shall base their decision solely upon the equities of the situation involved.
- ☐ Variances may be granted in the form of an area or distance variance, however, use variances shall be specifically prohibited under this Ordinance.

Statutory Standards

- ☐ The applicant for a variance must clearly show the Board of Adjustments that three statutory standards that govern granting a variance will be met. These three standards require the existence of an unnecessary hardship, the presence of a unique property limitation, and the protection of the public interest.
- ☐ Unnecessary Hardship
 - ✦ A situation where, in the absence of a variance, an owner can make no feasible use of a property, or strict conformity is unnecessarily burdensome.
 - ✦ The hardship or difficulty must be peculiar to the zoning parcel in question and different from that of other parcels, not one which affects all parcels similarly.

**VARIANCE PROCEDURES &
PUBLIC HEARING VARIANCE STANDARDS**

- ❑ Unique Property Limitation
 - ❖ Unique physical characteristics of the property must prevent the applicant from developing in compliance with the zoning ordinance.
- ❑ Protection of the Public Interest
 - ❖ Granting of a variance must neither harm the public interest nor undermine the purposes of the ordinance. The public interest includes the interests of the public at large, not just that of nearby property owners.
 - ❖ Conditions may be attached to a variance to protect adjoining properties and to preserve the essential character of the neighborhood.
 - ❖ A variance should include only the minimum relief necessary to allow reasonable use of a property.

NOTES

VARIANCE WORKSHEET

YOUR THREE STATUTORY STANDARDS TO PROVE BEFORE THE BOARD OF
ADJUSTMENTS. (BE READY TO DISCUSS AT THE MEETING)

UNNECESSARY HARDSHIP -

UNIQUE PROPERTY LIMITATION -

PROTECTION OF THE PUBLIC INTEREST -