PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
APRIL 22, 2013

AGENDA

1. Call to Order.
2. Roll Call.
3. Consider the Minutes of the March 25, 2013 and April 8, 2013 Plan Commission meetings.
4. Correspondence.
5. Citizen Comments.
6. Old Business
   - A. Consider the request of James Ablan agent for Center 50, LLC owner, for the approval of **Site and Operational Plans** for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be known as Center 50.
   - B. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS** for the request of James Ablan agent for Center 50, LLC owner, for the proposed redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues. Specifically, to rezone the property by adding a PUD, Planned Unit Development Overlay District on the property that is currently zoned B-2, Community Business District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed redevelopment of said property to be known as Center 50.
7. New Business.
   - A. **PUBLIC HEARING AND CONSIDERATION RESOLUTION #13-05 TO AMENDMENT THE VILLAGE 2035 COMPREHENSIVE PLAN** for the request of Jonah Hetland of Mills Enterprises LLC, owner, to amend a portion of the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve Designation from the property located at the northwest corner of STH 50 and 91st Avenue (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.
   - B. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AND DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND EASEMENT** for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue for the proposed development of Goddard School, an 8,251 square foot pre-school/daycare facility.
   - C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS** for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue to rezone the property from B-2 (UHO) Community Business District with an Urban Landholding Overlay District to B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, the petitioner is requesting a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed development of said property.

D. Consider the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue for approval of a **Development Agreement** for the installation of public sidewalks and associated landscaping within the right-of-way of 91st Avenue, to **modify the Final Plat for Westfield Heights Subdivision** related to the vision triangle easements and remove an existing access easement and **dedicate a new access easement** to access the vacant property to the west.

E. **PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO CONDITIONAL USE PERMIT #12-10** for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc., the property owners, to allow BP Amoco to operate the gasoline station and convenience store located at 10477 120th Avenue after May 1, 2013.

F. Consider the required of Nate Franke agent on behalf of Town LakeView LLC owner of the property at 9505 72nd Avenue for approval of **Site and Operational Plans** for Konecranes to occupy 45,479 square feet of the building for the engineering and assembling of electrical control panels.

8. Adjourn.

It is possible that members and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above.

The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39th Avenue, Pleasant Prairie, WI (262) 694-1400.

PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
March 25, 2013

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on March 25, 2013. Those in attendance were Thomas Terwall; Michael Serpe; Wayne Koessl; Andrea Rode (Alternate #2); and John Braig . Donald Hackbarth, Jim Bandura, Larry Zarletti and Judy Juliana (Alternate #1) were excused. Also in attendance were Mike Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Tom Shircel, Assistant Village Administrator; and Peggy Herrick, Assistant Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CONSIDER THE MINUTES OF THE MARCH 11, 2013 PLAN COMMISSION MEETING.

Michael Serpe:

Move approval.

Wayne Koessl:

Second, Chairman.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO APPROVE THE MINUTES OF THE MARCH 11, 2013 PLAN COMMISSION MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

4. CORRESPONDENCE.

Jean Werbie-Harris:

I have none tonight.

5. CITIZEN COMMENTS.

Tom Terwall:

If you're here for an item that appears on the agenda as a matter for public hearing, we would ask you to hold your comments until the public hearing so we can incorporate your comments as a part of the official record. Or, if you're here for an item not a matter of public hearing but you want to raise an issue not on the agenda, now would be your opportunity to do so. We would ask you to step to the microphone and begin by giving us your name and address. Anybody wishing to speak under citizens' comments? Seeing none, we'll move on to new business.

6. NEW BUSINESS

A. Consider the request of Steve Lopes agent for L&M Corrugated Container Corporation for approval of Site and Operational Plans to occupy the entire 99,838 square foot building located at 10680 88th Avenue in LakeView Corporate Park for the manufacturing of corrugated packaging.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a request from Steve Lopes, agent for L&M Corrugated Container Corporation, for the approval of site and operational plans to occupy the entire 99,838 square foot building located at 10680 88th Avenue in the LakeView Corporate Park for the manufacturing of corrugated packaging.

The petitioner, L&M Corrugated Container Corporation, is requesting to occupy the entire building located at 10680 88th Avenue for the manufacturing of corrugated packaging. L&M currently manufactures corrugated packaging for Metro Chicago, Northern Illinois, Southern Wisconsin and Northeast Iowa. Its mission is to maximize value through innovation, quality and on-time delivery by making customer service their top priority.

L&M is a family-owned business that was founded by Dick Lopes in 1979 on the principle that every client is always the number one priority. Currently headquartered in Platteville, Wisconsin, L&M has continued to grow because of strict adherence to quality and service standards. Expanding west to Platteville from their Zion location in 2006 has allowed L&M to serve new and existing markets in Wisconsin, Illinois, Iowa, Indiana, Minnesota and Michigan. L&M is dedicated to bringing exceptional quality corrugated products to the marketplace while providing a superior level of customer satisfaction at competitive prices.

At this time L&M is proposing to relocate the Zion plant to Pleasant Prairie to allow for the business to expand and allow for a more efficient arrangement for their equipment. All material stored and produced within the facility is classified as an occupancy type factory group F-1, which is moderate-hazard to Chapter 3 of the 2006 International Commercial Code and the office area is classified as occupancy type business group B.

The building at 10680 88th Avenue is zoned M-2, General Manufacturing District, and provides the required office space of 3,422 square feet, and the open manufacturing space for all the

required equipment used by L&M. No interior or exterior modifications being are proposed. Again, this is the former CPI Plastics building that's located just south of Highway 165 and just west of 88th Avenue.

A total of 43 full-time employees and 2 part-time employees over two shifts will be employed on the site. And it's anticipated that there will be approximately ten trucks arriving and departing per day. It's anticipated that start-up at this facility will begin in June, 2013. With that, I'd like to introduce Steve Lopes from the company, and he will make a presentation about their business and where they're going.

Steve Lopes:

Good evening everyone.

Tom Terwall:

Good evening.

Steve Lopes:

I'm Steve Lopes. I'm a second generation for L&M. My son that's third generation is the operations manager over at the Zion facility right now. In 2006, like Jean had mentioned, we started a facility in Pleasant Prairie. It's done really well.

Tom Terwall:

Pleasant Prairie or in Zion?

Steve Lopes:

I'm sorry, in Platteville. In 2006 we started a facility in Platteville from the ground up, and it turned out very well. It's been working great, and we need to update the facility we have in Zion. Zion has been a little on the tougher side, your neighbors. And we've decided to move up into the Wisconsin area from what Scott Walker has done for us. And we'd like to, after about a three year of looking at your industrial park and with business plans, my boys actually picked out the CPI building. We're currently at a 76,000 square foot building. We'd be moving up to 99,000 square feet with the opportunity of being able to increase it another 30,000. I guess there's room.

So basically we're a sheet plant. We buy sheets like on the first easel there. We buy a simple sheet, we print it, die cut it, score it, whatever a customer wants. And we ship out an end product like you're also seeing there. We've had very good luck with Platteville. They nominated us manufacturer of the year for last year. And for some reason they want to nominate us again this year. We had so much fun up there I guess.

So really that's basically what we do. We use water base ink. They're not hazardous, they're non -- like I say it's all water base. There's no fire hazard to them. The glue is just like Elmer's glue that you would use when you were in school. Pretty safe product, pretty simple operation.

Tom Terwall:

You do not manufacture any corrugated cardboard yourself, is that correct?

Steve Lopes:

Correct. We actually buy in the sheet, custom size to the product that we're going to be using. We truck them in from Milwaukee, Chicago and Indiana.

Tom Terwall:

Would your fir consider Uline as a competitor?

Steve Lopes:

No, we actually run product for Uline. They're a competitor on one side of it that they supply a stock box. We supply a product of just like you, Tom, you would want your name on your box. If you were selling a box you'd want your name. Uline does not provide that type of service. They provide just a simple plain box to ship all over the U.S. But like I say we do run quite a bit of product for Uline.

Tom Terwall:

Have you seen the list of conditions that the fire department has put on, and is that an issue for you?

Steve Lopes:

No.

Tom Terwall:

It's not?

Steve Lopes:

No. Matter of fact most of them have already been met. There's a couple that I kind of questioned earlier today, but I stopped by the site because it says that the fire hydrants were existing, yet they had to be within 350 feet. I checked them out, they're all within 250 feet. Everything else looks simply what we're living with over in Platteville, what we live with in Zion.

Tom Terwall:

One thing that we don't have, Platteville had the Chicago Bears. You won't have that issue in Pleasant Prairie. But I think they've left Platteville now, too, haven't they?

Steve Lopes:

For the most part, yes.

Michael Serpe:

My guess is you're still a Bear fan?

Steve Lopes:

Yes. Wait a minute, whatever you want. No, really, I'm a Packer fan.

Michael Serpe:

Now, you're headquartered in Zion. Is that going to remain the headquarters in Zion, or are you going to move everything up here from Zion?

Steve Lopes:

The headquarters presently today is in Platteville.

Michael Serpe:

Oh, it's in Platteville.

Jean Werbie-Harris:

I corrected that.

Michael Serpe:

And that's going to remain running?

Steve Lopes:

Yes. We've just added on. We're up to a 40,000 square foot building in Platteville. Matter of fact on there the top picture is the building.

Michael Serpe:

How many employees in Platteville?

Steve Lopes:

About 26 o 28.

Michael Serpe:

Plenty of room to come into Pleasant Prairie. We'll nominate you for the business of the year, too.

Steve Lopes:

Because our product is so light and it's rather inexpensive, once we get over about a 150 mile radius the freight becomes an issue. That's why it's so nice having Pleasant Prairie and Platteville. We kind of meet right there in Beloit/Janesville. So we're constantly delivering up to Milwaukee, hauling a load of sheets to Platteville, and then we backhaul to our customers. And then we'd end up in Pleasant Prairie compared to Zion. Just the move from going from -- we're right next to a nuclear plant. If I played golf I could probably hit a golf ball there. That's how close we are. And that time frame is about an $80,000 a year cost to us compared to where we'd be in Pleasant Prairie to I-94. Because I-94 is that main corridor from Milwaukee/Chicago.

Tom Terwall:

Is your father still involved in the business at all?

Steve Lopes:

He's 83 years old and he shows up about twice a month, because he goes to the local Wal-Mart and he has to go to the bathroom, so he stops. But he does see sales numbers every day. And we have a Board meeting every April which he --

Tom Terwall:

Chairs?

Steve Lopes:

Yup. He won't allow me -- he still has his hooks in me.

Tom Terwall:

That's good. Any other questions?

John Braig:

I think we're going to like this guy here.

Michael Serpe:

Yeah, I think he's going to work out okay. I'd move approval of the site and operational plan.

John Braig:

Second.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JOHN BRAIG TO APPROVE THE SITE AND OPERATIONAL PLAN SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed?

Wayne Koessl:

Welcome to Pleasant Prairie.

Steve Lopes:

Thank you.

Tom Terwall:

Will you be moving down here, too, or will you remain in Platteville?

Steve Lopes:

I will remain in Platteville, but my son has moved to the Kenosha area already.

Michael Serpe:

Is that the Pleasant Prairie area you say?

Steve Lopes:

Pleasant Prairie.

Tom Terwall:

Good, welcome. Item B and C are tabled, is that correct, Jean?

Jean Werbie-Harris:

Actually I would like for you to take up the two items, and then I'd like to just talk for a few minutes.

Tom Terwall:

Can we talk about them together?

Jean Werbie-Harris:

Yes, together.

B. Consider the request of James Ablan agent for Center 50, LLC owner, for the approval of Site and Operational Plans for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be known as Center 50.

C. PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS for the request of James Ablan agent for Center 50, LLC owner, for the proposed redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues. Specifically, to rezone the property by adding a PUD, Planned Unit Development Overlay District on the property that is currently zoned B-2, Community Business District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed redevelopment of said property to be known as Center 50.

Jean Werbie-Harris:

Mr. Chairman, members of the audience and Plan Commission members, this is a two fold request from James Ablan, agent for Center50, LLC. He is seeking two things. First, site and operational plan approval for the redevelopment of the Town N Country Shopping Center located south of Highway 50 between 45th and 47th Avenues. And he is looking to rebrand and rename the old Town N Country Shopping Center as Center 50.

And then as part of his request he was also seeking a zoning map and zoning text amendment to place a planned unit development on this property. As you can see in looking at the slide, this building is closer to the right of way on the south side and on the west side of 47th Avenue, and the size of the building does not meet the current regulations of the zoning. This building, again, was built in 1958-59, so it really predated County zoning and certainly Village zoning. But what he'd like to do is to try to make this building a legal conforming with a planned unit development.

We have been working with him actually for several months on this particular center. The situation is that when he obtained the center he didn't realize all of the issues that we had with respect to meeting updates, life safety updates in the building from a new sprinkler system to storm sewer corrections, a new roof, major, major corrections, asbestos removal, many things that

we're going to be put into making the center look a lot newer, fresher and more updated. A lot of that money is being spent just to make this building more functional for him and his tenants.

So as a result we have not been able yet to work through all of those details. And I'm not sure he's going to be able to do everything that he wanted to at once as part of our planned unit development. So we are trying to work with him to put together a plan, if you will, to see what he can start upgrading and updating first, and then second and third. But it's not going to all happen at one time. He also has a situation with some of the existing leases in the facility, and those leases would not necessarily allow him to make those changes to the building or the facade without their acceptance.

So he's got a few issues he's trying to work out. And he asked for an extension to the April 8th agenda. And I'm certainly willing to see that granted to April 8th, but realistically I think that it might be not until April 22nd. But his request came in as April 8th, and to avoid renoticing I'd be happy to extend this as a tabled item, both of these items, until April 8th realizing that it's likely that it will come on the 22nd by the time we've tried to work out some type of plan for him to afford.

Tom Terwall:

The building on the east side of 45th Avenue which used to be a part of Town N Country Shopping Center does he own that, too?

Jean Werbie-Harris:

He does not.

Tom Terwall:

So that's not a part of this project at all?

Jean Werbie-Harris:

No. And he does own the vacant land parking lot to the west, but that's not being included as part of his development because he's not constructing anything or doing anything over there.

Michael Serpe:

So table both items?

Jean Werbie-Harris:

I'm recommending that they be tabled until April 8th with the understanding that likely that we will be coming before you with the product on April 22nd.

Michael Serpe:

You sure you want to just go to April 8th? You want to go to the 22nd? Because that's only a week and a half away.

Jean Werbie-Harris:

I realize that, and I was not able to reach Jim to let him know. And his request was for April 8th. And that was what I initially had requested because I thought we were able to meet last week or the week before that and we weren't able to meet. I was out of town. I don't have a problem with it being tabled until April 8th but with the understanding that I probably won't be ready until the 22nd.

Tom Terwall:

What will the impact on legal notification be if we move it to the 8th and then it gets tabled before then? If you get a contact with him before, say within the next week, and he's in agreement and April 22nd is soon enough, then we could just leave it off the agenda for the 8th, correct?

Jean Werbie-Harris:

It's actually an item that we've already been discussing. So I'd like to see it actually continued until April 8th as opposed to tabled. Maybe that's a better terminology.

Michael Serpe:

And we don't have to renotice for the 8th?

Jean Werbie-Harris:

Not as long as cite a specific date. So let's continue it until April 8th. And then on April 8th -- I'm not sure exactly where he's going to go with everything. There are a lot of things that we discussed about a week and a half ago. And I need to clearly understand where he's going and what he's proposing to do and what he has money to complete out there. He has every good intention. We have some wonderful plans. I just don't know that he's able to tackle all of it at once due to the cost.

John Braig:

Move items B and C be tabled to --

Jean Werbie-Harris:

Continued please.

John Braig:

Continued to April 8th.

Wayne Koessl:

Second.

Tom Terwall:

MOVED BY JOHN BRAIG AND SECONDED BY WAYNE KOESSL TO MOVE ITEMS B AND C -- TO CONTINUE THEM, EXCUSE ME, UNTIL THE APRIL 8, 2013 PLAN COMMISSION MEETING. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

7. ADJOURN.

John Braig:

So moved.

Michael Serpe:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? We're out.

Meeting Adjourned: 6:18 p.m.

PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
April 8, 2013

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on April 8, 2013. Those in attendance were Thomas Terwall; Michael Serpe; Donald Hackbarth; Wayne Koessl; Andrea Rode (Alternate #2); Jim Bandura; John Braig; Larry Zarletti; and Judy Juliana (Alternate #1). Also in attendance were Mike Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Tom Shircel, Assistant Village Administrator; and Peggy Herrick, Assistant Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CORRESPONDENCE.

Jean Werbie-Harris:

I have none this evening.

4. CITIZEN COMMENTS.

Tom Terwall:

If you're here for an item and it appears on the agenda as a matter for public hearing, we would ask that you hold you comments until that public hearing is held so we can incorporate your comments as a part of the official record of the hearing. However, if you're here for an item on the agenda that is not a matter for public hearing, or if you want to raise an issue that's not on the agenda, now would be your opportunity to speak. We'd ask you to step to the microphone and begin by giving us your name and address. Is there anybody wishing to speak under citizens' comments?

5. OLD BUSINESS

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, I am recommending that Items A and B remain as old business and to be continued until our next meeting on April 22nd. The staff had an opportunity to sit down and meet with Mr. Ablan, went through all of his plans, and due to the Easter break and people being out of town we were not able to put everything together for a public hearing. So he's requested that this item be moved to the April 22nd Plan Commission date.

John Braig:

So moved.

Wayne Koessl:

Second, Chairman.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY WAYNE KOESSL TO CONTINUE ITEMS A AND B UNDER OLD BUSINESS TO THE APRIL 22 MEETING OF THE PLAN COMMISSION. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

6. NEW BUSINESS.

A. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of Fr. Robert Weighner, agent for the Congregation of St. Anne for the interior remodeling at St. Anne Catholic Church located at 9091 Prairie Ridge Blvd. The project includes the construction of a 1,350 square foot multi-purpose room and a 410 square foot kitchen area adjacent to the existing gathering space; finishing the gathering space with flooring, walls and a dropped ceiling; and to construct an 1,020 square foot storage area within the existing building.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a public hearing in consideration of a Conditional Use Permit including Site and Operational Plan. And this is the request of the Congregation of St. Anne for the interior remodeling at the St. Anne Catholic Church located at 9091 Prairie Ridge Blvd. The project includes the construction of a 1,350 square foot multi-purpose room and a 410 square foot kitchen area adjacent to the existing gathering space, and finishing the gathering space with flooring, walls and a dropped ceiling; and to construct an 1,020 square foot storage area within the existing building.

Since this is a public hearing, as a part of the public hearing comments for the Conditional Use, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and they're presented in your packets and we'll be looking at them on the slide show as well.

Findings of Fact:

1. Father Robert Weighner, agent for the Congregation of St. Anne, is requesting approval of a Conditional Use Permit, including Site and Operational Plans for the interior remodeling at St. Anne Catholic Church located at 9091 Prairie Ridge Blvd. The project includes the construction of a 1,350 square foot multi-purpose room, a 410 square foot kitchen area adjacent to the existing gathering space, finishing the gathering space with flooring, walls and a dropped ceiling, and to construct an 1,020 square foot storage area within the existing building. The application is attached and is included in your packets as Exhibit 1.

2. This property is zoned I-1, Institutional District, wherein a church and related activities are allowed with the approval of a Conditional Use Permit granted by the Plan Commission.

3. On May 21, 2006, the Village approved a Conditional Use Permit including Site and Operational Plans for the construction of the church pursuant to Grant Document #02-04. Pursuant to this approval, the administrative offices in the western portion of the building and the multi-purpose room and the kitchen in the eastern portion of the building were not included in this approval as shown in See Exhibit 2.

4. On December 11, 2006, the Village approved a Conditional Use Permit including Site and Operational Plans interior remodeling of approximately 2,220 square feet of the existing space for administrative offices and meeting rooms pursuant to Grant Document #06-17. And that's provided as Exhibit 3.

5. The current on-site parking lot has 322 parking spaces and no additional parking spaces are being proposed at this time. As noted in the staff comments, there was a reduction in the parking spaces for the full build out of the church development. Pursuant to the zoning ordinance this was something that the Plan Commission had determined at that time that since the main worship space is not being used concurrently with the other spaces that the number of spaces in the lot at 322 were adequate to service the church and the related facilities.

6. The property owner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on March 21, 2013, and notices were published in the *Kenosha News* on March 25, 2013 and April 1, 2013 of this public hearing.

7. The petitioner received a copy of this Village staff report via e-mail on April 5, 2013.

8. According to the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and the information that's presented here in this evening's public hearing that the project as planned, will not violate the intent or purpose of the ordinances, and it meets all the minimum standards for granting of a Conditional Use Permit. In addition, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with any satisfaction of conditions of approval will comply with all Village ordinance

requirements and will comply with all other federal, state or local statutes as it pertains to this project.

With that, I'd like to continue the public hearing. And there are representatives here from St. Anne.

Tom Terwall:

Would the representative please step forward? Give us your name and address, sir.

Bob Weighner:

My name is Father Bob Weighner, and for my address I will give the church address which is my place of work, 9091 Prairie Ridge Boulevard here in Pleasant Prairie.

Tom Terwall:

Anything you'd like to add to what Mr. Werbie --

Bob Weighner:

Just to thank you for your consideration of this project which I do support. And obviously here for any questions you might have. Thank you.

Tom Terwall:

Thank you. Is there anybody else wishing to speak? Anybody else wishing to speak? Hearing none, I'm going to open it up to comments from Commissioners and staff, and I'm going to raise the first question. Jean, is this entire project within the walls of the existing building? There's no external addition is that correct?

Jean Werbie-Harris:

That's correct.

Tom Terwall:

Gentlemen:

Michael Serpe:

Move approval.

Larry Zarletti:

Second.

Jim Bandura:

Mr. Chairman, I'm going to recuse myself because I am a Parish member.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY LARRY ZARLETTI TO APPROVE THE CONDITIONAL USE PERMIT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Let the record show that Mr. Bandura recused himself. Thank you.

B. PUBLIC HEARING AND CONSIDERATION OF A FLOODPLAIN BOUNDARY ADJUSTMENT for the request of Adam Artz, P.E. with Pinnacle Engineering Group, agent for Majestic Realty Co. owner of the vacant 91 acre property on the east side of 88th Avenue south of Bain Station Road to remove 98,173 cubic feet of floodplain and to create 99,144 cubic feet of floodplain to compensate for the floodplain being filled.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, this is a consideration of a floodplain boundary adjustment for the request of Adam Artz, P.E., with Pinnacle Engineering Group, agent for Majestic Realty Corp. owner of the vacant 91 acre property on the east side of 88th Avenue south of Bain Station Road, and this is to remove 98,173 cubic feet of floodplain and to create 99,144 cubic feet of floodplain, and this is to compensate for the floodplain being filled.

The petitioner is then requesting approval of a floodplain boundary adjustment to remove floodplain and to create new floodplain on the site. And, again, this is a 91 acre site located on the east side of 88th Avenue south of Bain Station Road for the proposed Majestic development.

On October 14, 2012, the Village Board approved a Conceptual Plan for the development of the proposed 1.2 million square foot industrial building along with the supporting semi-trailer parking, employee parking areas , access roads and infrastructure, and this project is to be known as the Majestic Center. Actually now it's known as the Majestic Badger Logistics Center. During the public hearing held by the Plan Commission and as part of the Conceptual Plan approval, it was intended that a small portion of the 100-year floodplain would need to be modified.

The field surveyed limits of the floodplain meander through the site for the proposed Majestic Center. In order to accommodate the proposed development, it is proposed that areas of

floodplain within the site be filled. In order to offset the negative impact of the floodplain fill, onsite compensation is proposed. Specifically, the 100-year floodplain is proposed to be adjusted by removing 98,173 cubic feet of floodplain and creating 99,144 cubic feet of floodplain. Again, this is to compensate for the floodplain that's being filled on the property.

The development is significant in size and complexity. The first phase of the development plan is intended to adjust the floodplain boundary to accommodate full development. The floodplain boundary adjustment will be part of the grading associated with the site and the building development work.

According to the Village's Floodplain Ordinance, the Village cannot approve amendments to the floodplain boundary that are inconsistent with Section 420-131 of the Village Zoning Ordinance, or that are in conflict with the applicable rules of the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency. Section 420-131 of the ordinance indicates that amendments to the 100-year floodplain shall comply with the following Village requirements:

- First, the floodplain boundary adjustment shall be inconsistent with the Village Zoning Ordinance, and it cannot be in conflict with the applicable rules of the Wisconsin DNR or FEMA.

- Next, amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units and any other property owners who are affected by the flood stage increases.

- Petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation.

- Any area removed from the floodplain shall be contiguous to land lying outside the floodplain.

- Whenever any volume of flood storage capacity is removed from the floodplain, as defined in the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the newly determined floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage shall drain freely to the receiving stream.

- Removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation of at least two feet above the elevation of the floodplain.

The area where that additional floodplain is being created contains existing surface elevations higher than the base flood elevation. The volume computations for the proposed mitigation do not include the removal of soils above the flood elevation within the proposed compensation area. Given that the proposed compensation excavation is outside of the limits of the mapped base flood, additional excavation within the regulatory base flood limits will be required to allow for floodwaters to enter into the compensatory storage area. This additional volume will increase the

storage volume for the base flood; however, the added volume is not included in the compensatory compensation volume computations given the Village requirement that the compensation volume must be situated outside of the regulated base flood limits.

The approval to fill and the amount of fill required within the regulated base flood limits in order to prevent the negative effects is governed by the Village and the DNR and generally by FEMA. The local requirements generally stipulate that fill must be placed to a level that is two feet above of the base flood elevation while federal requirements generally stipulate that they just must be placed to raise the ground to or above the base flood elevation. I'm just saying that because we did adopt some significant changes to our floodplain ordinance that are different than FEMA. So the developer not only has to meet the test that is put forth in FEMA regulations, but they also have to meet the requirements that are set forth in our Village ordinance and by the Wisconsin DNR.

The local requirement to place fill to an elevation two feet above the base flood corresponds to an elevation of 680.60 or 678.6 BFE. The plans call for a vast majority of fill areas to be raised to or above the 680.60 elevation required to satisfy local requirements with the exception of several areas where ditches have been utilized to maintain drainage . These drainage ditches have a minimum elevation greater than the required 678.60 to satisfy federal requirements; however, they don't achieve local fill requirements.

So the petitioner intends to seek approval from the local agencies to fill the floodplain as depicted within the plans and exhibits on the basis that the interim grading will satisfy volumetric compensatory mitigation obligations required by FEMA in the conditional letter of map revision known as a CLOMR based on fill. The approval would be presented with an executed community acknowledgment form which is something that's completed by the Village for them to submit to FEMA.

And then upon receiving the CLOMR-F an interim grading project will then change surface elevations to design grades and elevations represented in the plans . Upon completion, an as-built certification survey would be conducted pursuant to FEMA requirements for submittal to get the final letter of map revision based on fill to remove FEMA jurisdiction from the limits of fill. However, the limits of drainage ditches used for interim drainage will remain within the local jurisdictional floodplain overlay until such time as those drainage ditches are filled in to that required elevation, again, that two feet above the regional flood elevation.

It would be anticipated that filling of the ditches would then be achieved as part of the overall grading activities associated with the site development. Given that FEMA would no longer have any jurisdiction of the development areas , the required timeline for filling of the drainage ditches, survey certifications, and resubmittal to the Village would fit into the normal site development process allowing normal construction and development time lines.

This sequencing was developed to complete the lengthy FEMA approval time line with the finalization of specific overall development plans and details. The Majestic Center viability ultimately depends on the ability to commence construction to meet timing needs of perspective end users yet achieving the performance standards of governing bodies. With the approval, the proposed sequencing will serve to satisfy both requirements or all the requirements.

This is a matter for public hearing. And if there's any additional questions there are representatives from the company here as well as Adam who is the engineer that prepared the floodplain boundary adjustment is here to answer any questions that you may have.

Tom Terwall:

Is there anything you want to add before we open the public hearing?

Adam Artz:

Hi, Adam Artz, Pinnacle Engineering Group, 15850 West Bluemound Road, Brookfield, Wisconsin. I just want to interject that the Village's ordinances are much stricter than the normal ordinances that are out there, so everything that is done in the floodplain now will end up with a net plus plus gain in the floodplain. So for everything we're taking out not only are we replacing it with one and the same, we are also going above and beyond to the make the engineering work of it. So this should result in a net positive for the overall floodplain regionally in that area.

Tom Terwall:

Thank you. Wayne?

Wayne Koessl:

Adam, when do they plan to start this project?

Adam Artz:

That's somewhat subjective. The goal here is the silty clay is on site, the CLOMR work itself right here will get us into the normal construction season. We're hoping to start early June. That's what we've talked about conceptually.

Wayne Koessl:

Thank you.

Tom Terwall:

This is a matter for public hearing. Is there anybody else wishing to speak? Anybody else wishing to speak? Hearing none, I'm going to open it to comments and questions from Commissioners. Don?

Don Hackbarth:

How deep is the rebuilt basin going to be?

Adam Artz:

Again, Adam Artz, Pinnacle Engineering. It actually varies in depth. The method of our compensation is not actually in a pond type scenario. We're just kind of carving out the side of a hill. So right along the -- if you look at the brown areas outlined in the green, as you get closer to the road it's a lighter shade of brown which is the deeper cut. We're generally in the four to six feet that we're cutting out of the hillside right there. And then as we progress down actually right where you see the bottom of the green oval there that's actually where we're tying into it. So we'll be excavating material. The figures and the colors you see there, these colors that are represented are only the floodplain computation volume that we're allowed to claim credit for.

Don Hackbarth:

I was just concerned that it wasn't like 30 feet deep or something.

Adam Artz:

This will appear as a dry hillside is what it will appear when it's done.

Tom Terwall:

I have a question, too. Is this the same site where all the fill was put in last year?

Adam Artz:

It was.

Tom Terwall:

And what happens to that fill? Does that stay where it is?

Adam Artz:

It's kind of subjective. Right now probably a portion of it will get spread out into the floodplain. We have not engaged a contractor to go through exactly site sequencing. From an economy standpoint it will probably have a small section of the east side get used in some of the floodplain areas. And then some of the materials on the south side may end up getting used for other miscellaneous things just because of the length of the property to haul the material from one side to the other gets a little costly.

Tom Terwall:

Will any of that material be trucked out of the site eventually?

Adam Artz:

No.

Tom Terwall:

Or will all that material be used on the site?

Adam Artz:

This site is an extreme challenge from a dirt work perspective when you try to develop it. The material that was brought there is actually short of our goal to bring in there. But we feel that we've come up with a design where we can balance with onsite materials. I cannot envision a scenario where we truck anything off.

Wayne Koessl:

Are you and the owner aware of the eight comments and conditions outlined by staff?

Adam Artz:

We are absolutely aware of them, and we've already resubmitted revised drawings that we feel address those comments. And if anything else comes through we intend to fully work through anything else.

Wayne Koessl:

Okay, thank you.

Tom Terwall:

Anybody else?

Don Hackbarth:

Move approval.

Wayne Koessl:

Second.

Tom Terwall:

IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY WAYNE KOESSL TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE FLOODPLAIN BOUNDARY ADJUSTMENT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

C. Consider the request of David Nankin, agent for the owner G & K Lakeview Associates, LLC for approval of Site and Operational Plans for SuperValu to occupy a 43,666 square feet office space of the existing 70,430 square foot building located at 8201 102nd Street.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission this is a request of David Nankin, agent for the owner G & K Lakeview Associates, LLC for approval of Site and Operational Plans for SuperValu to occupy a 43,666 square feet office space within the existing 70,430 square foot building located at 8201 102nd Street.

The petitioner is requesting to occupy the 43,666 square foot building area located at 8201 102nd Street for office related uses for SuperValu. In addition, approximately 8,650 square feet of the interior area will be renovated. Alterations include partially enclosing the reception area, converting a large conference room to two conference rooms utilizing movable walls, construction of a new resource center and file area within the open office area, renovations of some smaller enclosed areas for new team and office functions, conversion of the storage room to a fitness room, construction of additional toilet/locker/locker/shower rooms to support the fitness area and some workstation reconfiguration.

The property is zoned M-2, General Manufacturing District, and no exterior site modifications are being proposed. Pursuant to the application the 43,660 square foot area will be used for offices. It's classified as occupancy type business group B pursuant of the Chapter 3 of the 2006 International Commercial Code. Therefore this use is a permitted use within the M-2 District.

A total of 210 full-time employees and 7 part-time employees will be employed on site between the hours of 7:00 a.m. and 6:00 p.m. The site has 264 existing parking spaces including seven handicapped accessible parking spaces which will provide the adequate parking for the 217 employees.

Due to the critical timing of SuperValu vacating their existing facility recently purchased by Meijer Distribution, Inc. in March, 2013, the Village at the request of the owner and the occupant requested to begin demolition and framing work prior to the consideration by the Village Plan Commission. The owner G&K Lakeview Association and applicant SuperValu were issued permit #13-03-047 with the understanding that they were proceeding at their own risk with any demolition and framing work of the office basically at their own risk prior to obtaining a final Site and Operational Plan by the Plan Commission tonight. Prior to written occupancy all conditions of the Plan Commission approval will need to be satisfied.

This is not a matter for public hearing, but there is a representative here if there's any questions that the Plan Commission does have regarding the project.

Tom Terwall:

Did the representative wish to add anything to Ms. Werbie's comments, or just available to answer questions?

Brad Miller:

I'm available to answer questions. Good evening. I'm Brad Miller, Vice President Market Development at SuperValu, 7942 Williamsburg Court, Bristol, Wisconsin. I just want to make a few comments. Even though we recently sold our offices and distribution center to Meijer, we had no desire to leave Pleasant Prairie. Many of our employees live, shop and use the schools in Pleasant Prairie, and we want to stay. We love it here, and we want to be here for a really long time. The type of operations we're going to have are really everything we've had for the last 20 years minus the distribution warehousing side of the business.

Tom Terwall:

Thank you. Anybody else wish to comment? Comments from Commissioners and staff? Don?

Don Hackbarth:

When we talk about the risks here, Jean, what are we talking about?

Tom Terwall:

If we turn it down.

Jean Werbie-Harris:

If for some reason the Plan Commission found a reason not to approve the Site and Operational Plan tonight.

Michael Serpe:

How big is the fitness center going to be, Warner?

Werner Brisske:

Werner Brisske, Partners in Design Architects, 600 52nd Street, Kenosha. The fitness area itself is I believe about 1,200 square feet.

Michael Serpe:

We have one at 368,000 just about two minutes away.

Werner Brisske:

They're well aware of that.

Tom Terwall:

Do they have one in their current building? You do?

Werner Brisske:

Yes.

Tom Terwall:

Okay. Anything else?

Michael Serpe:

I'd move approval, Mr. Chairman.

Wayne Koessl:

I second, Chairman. Can I make a comment? I'm glad that they're staying in Pleasant Prairie.

Tom Terwall:

I SECOND THAT. IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO APPROVE THE SITE AND OPERATIONAL PLAN SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. How soon do you expect to move out of your current facility?

Brad Miller:

We'll start moving the end of June, and we'll be completely moved by the second week of July.

Tom Terwall:

And when does the warehouse space get turned over to Meijer?

Brad Miller:

I think about the same time, some time in July.

Tom Terwall:

Because they've got significant construction they want to do on that side as well, do they not?

Brad Miller:

Correct.

Tom Terwall:

Okay, thank you. Did we vote?

Wayne Koessl:

No, we did not vote.

Tom Terwall:

It's been moved and seconded to approve the Site and Operational Plans subject to the terms and conditions outlined in the staff memorandum. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. So there's no longer any risk of construction --

Don Hackbarth:

Not any more.

7. ADJOURN.

Larry Zarletti:

Move to adjourn.

Don Hackbarth:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. We stand adjourned.

Meeting Adjourned: 6:28 p.m.

VILLAGE STAFF RECOMMENDS THAT, AT THE REQUEST OF THE PROPERTY OWNER, THESE ITEMS BE WITHDRAWN. THE OWNER WILL RESUBMIT REVISED PLANS AT A LATER DATE.

A. Consider the request of James Ablan agent for Center 50, LLC owner, for the approval of **Site and Operational Plans** for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be known as Center 50.

B. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS** for the request of James Ablan agent for Center 50, LLC owner, for the proposed redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues. Specifically, to rezone the property by adding a PUD, Planned Unit Development Overlay District on the property that is currently zoned B-2, Community Business District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed redevelopment of said property to be known as Center 50.

Peggy Herrick

From: Jean Werbie-Harris
Sent: Friday, April 19, 2013 3:29 PM
To: Peggy Herrick
Subject: FW: Center 50

From: Jim Ablan [mailto:jablan@beaconrealtycapital.com]
Sent: Friday, April 19, 2013 3:17 PM
To: Jean Werbie-Harris
Cc: Andy Swedrowski
Subject: Center 50

Jean
We are redesigning the façade and will need to withdraw the current plan.
We will resubmit plans as soon as they are completed.

Jim

James J. Ablan
Principal
Beacon Realty Capital Services, LLC
333 N. Michigan Avenue
Suite 1833
Chicago, IL 60601

Phone 312.291.9949
Fax 312.291.9976
Cell 312.282.2345

NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it.

VILLAGE STAFF REPORT OF APRIL 22, 2013

THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

A. **PUBLIC HEARING AND CONSIDERATION RESOLUTION #13-05 TO AMENDMENT THE VILLAGE 2035 COMPREHENSIVE PLAN** for the request of Jonah Hetland of Mills Enterprises LLC, owner, to amend a portion of the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve Designation from the property located at the northwest corner of STH 50 and 91st Avenue (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

Recommendation: Village staff recommends approval of **Plan Commission Resolution #13-05** to approve amendments to the Comprehensive Plan as outlined in said Resolution.

B. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AND DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND EASEMENT** for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue for the proposed development of Goddard School, an 8,251 square foot pre-school/daycare facility.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Conditional Use Permit including Site and Operational Plans and the Digital Security Imaging System Agreement and Easements** subject to the comments and conditions of the Village Staff Report of April 22, 2013.

C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS** for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue to rezone the property from B-2 (UHO) Community Business District with an Urban Landholding Overlay District to B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, the petitioner is requesting a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed development of said property.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Map and Tex Amendments** as presented in the Village Staff Report of April 22, 2013.

D. Consider the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue for approval of a **Development Agreement** for the installation of public sidewalks and associated landscaping within the right-of-way of 91st Avenue, to **modify the Final Plat for Westfield Heights Subdivision** related to the vision triangle easements and remove an existing access easement and **dedicate a new access easement** to access the vacant property to the west.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Development Agreement, Plat modifications and dedication of easement** as presented in the Village Staff Report of April 22, 2013.

As a part of the public hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request for a Conditional Use for the proposed pre-school/daycare facility as presented and described below:

Findings:

1. The petitioner is requesting several approvals for the development of a 56,784 square foot site (1.3 acres) known as Lot 20 of Westfield Heights Subdivision located at the northwest corner of 91st Avenue and STH 50 (75th Street) and further identified as Tax Parcel Number 91-4-122-054-0320 for the proposed development of Goddard School, an 8,251 square foot pre-school/daycare facility for children ranging in age from six (6) weeks to six (6) years of age. (See ***Exhibit 1*** for a copy of the application, plans and related documents.

2. The property is zoned B-2 (UHO), Community Business District with an Urban Landholding Overlay District. As discussed below the UHO is proposed to be removed and a PUD, Planned Unit Development be added as an overlay. The B-2 District allows, with approval of a conditional use permit, a daycare facility.

3. The Goddard School is a national early childhood care and education facility. Every franchise school is co-led by an on-site owner and education director who work together to implement the developmental and learning curriculum established by Goddard Systems, Inc. The facility educates and cares for infants, toddlers and preschool children ranging from six (6) weeks to six (6) years of age. The school provides safe and secure classrooms of strictly limited capacities, as well as providing age defined, enclosed play areas on site. Parents are required to escort their children through the secure building to the care of their teacher, and pick them up at the end of the school day. Adult admission to the building is pre-arranged, overseen by facility staff and further confirmed by fingerprint recognition security equipment. The facility is not open during the evening or on weekends.

   Pursuant to the application, there is currently a great demand for quality early childhood care and education in the area and this facility is meant to serve this population. Being a nationally operated school, there are a number of facilities located throughout northern Illinois. In the State of Wisconsin, there is only one facility located in Brookfield. Goddard sees the Pleasant Prairie site being of great value to better serve southeast Wisconsin, and views Pleasant Prairie as an ideal location.

4. Goddard School Pleasant Prairie proposes an 8,251 square foot school building based on their prototype. It is anticipated that at full capacity there would be 132 children within the facility. The facility includes nine (9) classrooms with restroom facilities and with direct access to an outside fenced play area; two (2) office areas on either side, a secure entry vestibule; a kitchen area, staff area and a men and women restroom within the center of the building. Two (2) of the classrooms for children 6 weeks to 12 months and 12 months to 18 months would have a kitchenette within their classroom. There is no general purpose or general assembly space within the building. Outside, there are two separate fenced playground areas. The children access the fenced area directly from their classroom.

5. The hours of operation are 7:00 a.m. to 6:00 p.m. weekdays, closed on weekends and holidays. It is anticipated that the facility will be completed in January 2014. It is anticipated that there will be a total of 30 full-time and part-time employees with 20 employees at full capacity on site at any one time. Employees will likely

work the following shifts: 7:00 a.m. to 4:00 p.m., 8:00 a.m. to 5:00 p.m. and 9:00 a.m. to 6:00 p.m.

6. The minimum amount of on-site parking spaces required pursuant to the Village Zoning Ordinance is:

   > "2 spaces, plus 1 space for every employee on the maximum shift ***[2+20=22 parking spaces]***; a paved, unobstructed pickup space with adequate stacking area (as determined by the Plan Commission) shall be provided in addition to standard driveway and parking requirements, or 1 space for every 6 children ***[132 children/6=22 parking spaces]***; a safe pedestrian walkway system (as approved by the Plan Commission) through the parking area to the building entrance, with a safety zone a minimum of 15 feet in width between parking spaces and the front of the building entrance, shall be provided in addition to standard driveway and parking requirements." In addition, the required number of handicapped accessible spaces pursuant to the State building code.

   The plans indicate 34 parking spaces including two (2) handicapped accessible parking spaces adjacent to the main entrance. This is an ideal number of spaces for Goddard School. They have commissioned parking engineers to provide studies on existing prototype schools indicating that their parking counts never exceed their minimum requirement of 30 spaces. This is primarily due to the staggered attendance times of different aged children and employees. While there is a spike in the beginning and end of the school day, the 34 parking spaces will serve their needs. Since Goddard requires all parents to escort children to their classrooms, a paved, unobstructed pickup space stacking would not serve Goddard School. A Goddard Parking Study was provided to the Village.

7. The site is proposed to be landscaped with additional trees and plants within the right-of-way of 91st Avenue in order to provide for the required pumper pad area for the Fire & Rescue Department to be located adjacent to the retaining wall which is setback one (1) foot from the property line adjacent to a portion of 91st Avenue.

8. The property owner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on March 22, 2013 and notices were published in the Kenosha News on April 8 and 15, 2013 for the public hearing related to the conditional use permit. In addition, the petitioner received a copy of this Village staff report via e-mail on April 19, 2013.

9. According to the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit. In addition, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and will comply with all other requirements of applicable federal, state or local statutes, regulations, ordinances or other laws relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, stormwater management, streets and highways and fire protection.

2035 Comprehensive Plan Amendment (PC Resolution #13-05): On December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan.* The 2035 Comprehensive Land Use Plan Map 9.9 sets forth the generalized land use designations of the Village and shall be consistent with other components of the Comprehensive Plan including Neighborhood Plans and the Village Zoning Map. The development of this property will require the property to be rezoned to remove the UHO, Urban Landholding Overlay District and amend the Village's 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve Designation from the property located at the northwest corner of STH 50 and 91st Avenue (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

Zoning Map and Text Amendments: The property is proposed to be rezoned from B-2 (UHO) Community Business District with an Urban Landholding Overlay District to B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, a Zoning Text Amendment is proposed to create the specific PUD District zoning regulations for the proposed development.

The PUD Ordinance is being created for this property with the intent that when the two other properties (Lot 19 and 21 of Westfield Heights Subdivision) are developed the PUD will be expanded to include these properties to ensure a unified development. The following dimensional variations to the B-2 District are included within the PUD Ordinance:

- ✓ A 1.3 acre parcel wherein the B-2 District requires a minimum 2 acre parcel.
- ✓ A building setback of 20 feet from the side (west) property line, wherein a 30 foot side setback is required.
- ✓ A 10 foot setback to the west property line and a one (1) foot setback to the east property line for the pumper pad area and 10 feet from the parking area wherein a 20 foot minimum setback for parking lots, including, all paved parking space, maneuvering and fire lanes is required.
- ✓ Detached garbage enclosure is allowed for this development.

In consideration of the above noted dimensional requirements, the Village will require that public sidewalks be installed within 91st Avenue (as further discussed in the Development Agreement) and a Digital Security Imaging System shall be incorporated into the development pursuant to Chapter 410 of the Village Municipal Ordinance (as further discussed above in the DSIS Agreement and Easement). See ***attached*** zoning map and text amendments.

Development Agreement: As part of this development and part of the required community benefit for this project, the Village will require public sidewalks to be installed within the right-of-way from the curb cut at STH 50 and through the driveway on the site. The five (5) foot wide sidewalk will be located five (5) feet from the back of curb and the four (4) existing street trees will be relocated within the parkway area (between the back of curb of the public street and the sidewalk). Also, additional landscaping within the right-of-way adjacent to the pumper pad and the retaining wall will be installed. The ***attached*** Development Agreement is required to be executed prior to issuance of building permits.

Contractor's estimates and insurance certificates shall be provided to the Village and will be exhibits to the Development Agreement. In addition, a Letter of Credit/cash payment for financial security will be required to be submitted.

Affidavit of Correction of the Final Plat for Westfield Heights Subdivision has been prepared to reduce the vision triangle at the corner of STH 50 and 91st Avenue as approved by the Wisconsin Department of Transportation.

Correction Instrument: A plat correction document to vacate the existing 24 foot wide cross Access Easement on Lots 19 and 20 and adding a 30 foot wide cross access easement is proposed. The 30 foot cross access easement is being relocated to provide future access to the vacant property to the west. There shall be no fees or charges to the adjacent land owner to exercise the adjacent landowners' right to construct the access roadway within the easement.

Digital Security Imaging System (DSIS) Agreement and Easement: Pursuant to Chapter 410 of the Village Municipal Ordinance the development is required to comply with the Village "Security Ordinance" pursuant to the ***attached*** agreement. The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine commercial establishments and their sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers.

The owner has agreed to enter into this Agreement and install the DSIS. Following the owner's installation of the DSIS, the Village will inspect the system and verify accessibility. The DSIS will be owned and operated by Goddard School. The Agreement and associated access easement shall be executed and the easement recorded prior to obtaining building permits the project. The system shall be inspected and operational to the Village's satisfaction prior to the occupancy.

RECOMMENDATIONS

Item A: Recommendation: Village staff recommends approval of **Plan Commission Resolution #13-05** to approve amendments to the Comprehensive Plan as outlined in said Resolution.

Item B: Village Staff Conclusions and Recommendation: (to be read out loud)

The Village staff has determined that based upon the foregoing information presented in the application and at the public hearing that the project meets the following standards for granting a Conditional Use Permit and Site and Operational Plan approval in that the project:

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire--in so far as the danger of fire does not exceed the capabilities of the Village Fire & Rescue Department;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;

- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the B-2, Community Business District or the adjoining Residential Districts; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection.

Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for the granting of the Conditional Use Permit and Site and Operational Plans and the DSIS Agreement and Easements as specified above; then approval of the Conditional Use Permit and Site and Operational Plans shall be approved subject to the following conditions:

1. Approval of the Comprehensive Plan Amendment, to be considered by the Village Board on May 6, 2013.
2. Approval of the Development Agreement, Plat modifications and Easement dedications to be considered by the Village Board on May 6, 2013.
3. Approval of the Zoning Map and Text Amendments to be considered by the Village Board on May 6, 2013.
4. The following conditions related specifically to the DSIS Agreement and Easement:
    a. The Security contract and specifications as submitted on April 12, 2013 are being reviewed by the Village IT Department for compliance with Chapter 410 of the Village Municipal Code. Upon approval by the IT Department a final signed contract shall be provided to the Village.
    b. The name, address and phone/fax of the security company (both designer and installer shall be provided to the Village.
    c. Proof of ownership and the name of the authorized agent to execute the DSIS Agreement and Easement shall be provided.
    d. The DSIS Agreement and Easement shall be executed prior to the issuance of building permits. (The owner is responsible for paying the required recording fees for the easement to be recorded at the Kenosha County Register of Deeds Office.)
5. The Plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all State and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. **The following changes shall be made to the Site and Operational Plans and three (3) revised plans shall be submitted for final staff review and approval.** USE THIS MEMORANDUM AND PLACE NOTES IN THE MARGIN AS TO HOW EACH COMMENT IS BEING ADDRESSED AND RETURN THIS MEMO AND REVISED PLANS TO THE VILLAGE.
    a. Add notes on Sheet C-2, or on another sheet, from the Declarations for Westfield Heights that states the owners of Lot 20 obligations.

b. The application was missing the maximum number of gallons per minute of water expect to be used per day at the facility. In the revised submittal it was indicated that the facility has indicated that the maximum number of gallons per minute to be used is 22.8 gallons per minute. Please clarify that this includes the irrigation system too.

c. On Sheet A1.1 dimension the width of the shared driveway access to 91st Street at the property line. Pursuant to the Zoning Ordinance, the maximum width of a driveway shall not exceed 35 feet at the property line.

d. Eliminate the proposed silt fence going down the pond slope and place it parallel to the contour lines near top of the pond slope.

e. Revise the standard public sanitary detail to note that benches shall be poured in place. (Sheet C-7)

f. Revise Village Standard Fire Hydrant Detail to note "Adaptor II" by Adaptor Inc. for the valve box. (Sheet C-7)

g. Provide clarification on how the change in pipe slope at the sanitary sewer stub connection will be made. (i.e. fittings required?)

h. Show the inlet contributory drainage area and design flow rates on the storm sewer plan. This is currently shown on the landscaping plan.

i. Provide a detail for the public sidewalk. Also, provide proposed spot grades along the sidewalk.

j. Revise the 30" curb and gutter detail to indicate a thickness of 7.5-inches at the front flange. (Sheet C-7)

k. Further discussion is warranted related to the location and detail of the proposed handicapped signs. (See C-9)

l. The landscaping plan is too difficult to read. Enlarge the type on the key and note more clearly which plants are being planted where? It appears this was a color drawing provided to the Village in black and white. Once the revised plans are submitted for review additional changes may be required.

m. Eliminate the proposed tree located in the swale at the southwest corner of the site on the Landscaping Plan.

n. There is proposed landscaping within the west lot line drainage swale. Landscaping shall be relocated on the upside of the swale slope so it is not in the swale centerline. Also, place a note on the landscaping plan to state that planting shall not be in the swale flow line.

o. Add a note to the Landscaping Plan that reads: "The plants shall be large enough around the perimeter of the parking area so that within three years of installation the landscaping provided 75% opaque to a height of at least four (4) feet above the grade of the nearest edge of such parking lot." ***In addition, prior to issuance of building permits written verification that the plants and planting sizes proposed will meet this requirement shall be submitted by the Landscape designer.***

p. The proposed shoebox light fixture shall on Sheet E2.0 is not acceptable. A more decorative head shall be provided. In addition, the height of the pole shall not exceed 20 feet and if any security cameras are proposed to be mounted on the light poles ensure that the poles can hold the camera.

2. Compliance with the conditions of the attached memorandum dated March 11, 2013 from the Village Fire & Rescue Department. ***Pursuant to condition #2 a letter shall be submitted to the Fire & Rescue Department prior to obtaining building permits (on Goddard School letterhead) stating that the project will comply with all requirements of this memo. A copy of this letter shall also be provided to the Community Development Department***.

3. The following comments are from the Village Building Inspection Department:

   a. All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be State Approved prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.

   b. As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.

   c. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, DSPS 316.46. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.

   d. If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.

   e. Complete erosion control measures, silt fence and gravel access drives must be installed per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.

   f. This parcel and building shall comply with all requirements of Barrier-Free Design.

   g. The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.

   h. The electrical contractor(s) (High and Low Voltage) shall obtain a permit from the Village prior to beginning work.

   i. All mechanical contractors shall obtain a permit from the Village prior to beginning work.

   j. Building plans shall show detail on fire stopping of all penetrations though fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.

General Comments:

1. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.

2. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.

3. Upon approval of the Site and Operational Plans and Conditional Use Permit, the Village staff will prepare a Conditional Use Grant Document that shall be executed by the Owner, recording and filing fees shall be paid to the Village for the Village to record said document at the Kenosha County Register of Deeds Office. This document shall be signed and returned to the Village prior to the issuance of any Village building permits for the project. **If the land is being sold to another entity that will own the property and operate the business, the name of the owner and the authorized agent and their title to sign the Conditional Use Permit shall be provided to the Village. If the property is not intended to be sold then the owner and the tenant will be required to sign the Conditional Use Grant Document**.

4. No changes to the exterior site or building conditions shall be made without the Village's approval. Minor internal modifications/alterations shall be approved at the discretion of the Village Zoning Administrator; however, any addition, exterior alteration, or major interior alteration shall be subject to the Village's Conditional Use procedures as if such use were being established anew.

5. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.

6. Work in the right-of-way permit from the WI DOT for the work within STH 50 shall be submitted to the Village prior to issuance of permits.

7. A Village Work in the right-of-way permit will be required for all related public improvements and work within 91st Avenue. All work within the Village's right-of-way will be required to be done by a Village approved contractor.

8. Written approval of the Site and Operational Plans from the Westfield Heights Homeowners Association is required in the form of a letter or email that includes the name, address and contact information for the person(s) approving the Plans. This approval shall indicate what plans are being approved. Therefore, this approval shall not be finalized until after all above changes have been approved by the Village.

9. Upon approval of the Comprehensive Plan Amendments, Final Site and Operational Plans, Conditional Use Permit, DSIS Agreement and Access Easement, Zoning Map Amendment, PUD Ordinance and vacation and dedication of new easements and prior to the issuance of the required permits an electronic pdf of all plan sheets shall be provided to the Village.

10. A copy of the Wisconsin Department of Natural Resources N.O.I. shall be submitted prior to construction.

11. Prior to issuance of permits the DSIS Agreement and Development Agreements shall be executed by all parties and all required documents recorded at the Kenosha County Register of Deeds Office.

12. Prior to work commencing on the site, all required permits shall be issued by the Village, all required erosion control measures are in place on the site and a pre-construction conference shall be held at the Village Offices. The preconstruction conference shall be scheduled with the Engineering Department (Matt Fineour, P.E. Assistant Village Engineer at 262-925-6778) and moderated by the designing Engineer of record.

13. Impact fees shall be paid prior to issuance of the building permit. (Based upon $1.94 per $1,000 of valuation as determined by the Village Assessing Department's Marshall & Swift analysis).

14. Municipal connection fees shall be paid prior to the connections to the sanitary sewer system.

15. After footings and foundations are installed and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.

16. Any fire sprinkler plans and all fire alarm installation plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department and their Fire Safety Consultant (Separate Fees will apply).

17. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be limited to Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturday and Sunday from 8:00 a.m. to 6:00 p.m.

18. There shall be no construction parking permitted on STH 50 or 91st Avenue. On-site (off-street) parking shall be designed to accommodate all construction related workers and site visitors.

19. The Village shall approve of the location of all construction trailers parked on the site during construction activities. No construction trailers shall be parked in any rights-of-way. All construction related signage shall be approved and permitted by the Village.

20. All signage shall comply with requirements of Article X of Chapter 420 of the Village Municipal Code.

21. A permit is required prior to the installation of the required "Primary Monument Sign" and shall be installed prior to occupancy. The Primary Monument Sign shall be on a solid base that matches the building as shown on Sheet A1.1. The base of the sign shall include the full address of the property –Street number and Street Name (the address of the building will be assigned by the Village Building Inspector at time of building permit.). The address shall be placed a minimum of 18 inches from the grade and the letters shall be a minimum of 3 inches in height.

22. A permit is required for the installation of any wall signage including the "horse" logo on the wall of the building.

23. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.

24. There shall be no outside banners, strings of pennants, flags, inflatable devices or streamers affixed or attached to the building(s), light poles, ground or landscaping, etc. on the site.

25. The owner shall comply with all provisions of the Site & Operational Plan approvals, including compliance with the Village Performance Standards.

26. At no time shall the site be used to sell or advertise any vehicles that are "for sale".

27. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes (including pumper pad space) or on landscaped areas.

28. The development shall be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/ unlicensed vehicles that are parked overnight will be issued citations.

29. No trucks, trailers or cars shall be parked in a manner that would constitute advertising of a business on the properties.

30. There shall be no outdoor storage of materials or equipment on this site, unless specifically approved by the Village.

31. The use of semi-trailers, storage units, storage bins, compactors, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited.

32. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.

33. Each handicapped parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.

34. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.

35. All required landscaping, retaining walls and fencing shall be installed prior to occupancy. A written letter of verification and certification shall be provided to the Village by the landscape designer that all building and signage landscaping has been installed in accordance with the approved landscape plan prior to the issuance of a certificate of compliance/occupancy. However, if weather conditions prevent installation of all or portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village Clerk a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.

36. Prior to written occupancy, three (3) copies of a building and site as-built plan, stamped by a Wisconsin Registered Land Surveyor, shall be submitted to the Village to verify that and all impervious surfaces meet the minimum setbacks and that all signage and pavement markings were installed per the approve site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the signage companies that the signage was installed pursuant to the Village approved Signage Plans shall be submitted.

37. Prior to written occupancy, an as-built record drawing of graphical data of the new utilities shall be provided to the Village for the Village to update the Village's

Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.

38. This development shall be in compliance with the Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.

39. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.

40. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.

Item C: Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Map and Tex Amendments** as presented.

Item D: Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Development Agreement, Plat modifications and dedication of easement** as presented and subject to the following conditions:

1. The ***attached*** Development Agreement (prepared by the Village and reviewed by the owner)) and related supporting documents shall be finalized and executed by the owner at a closing prior to the issuance of permits.

2. The Affidavit and Correction related the vision triangle and the Correction Instrument related to the vacation and rededication of a cross access easement shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office. And a recorded copy shall be submitted to the Village. prior to issuance of any building permits

3. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:

    a. Proof of ownership and the name of the authorized agent to execute the Development Agreement and other required documents.

    b. The original executed easement and plat modification documents.

    c. Five (5) approved copies of the approved Site and Operational Plans that include the landscape and public improvement plans. ***See specific comments in the conditions for approval of the Site and Operational Plans for revisions to the engineering plans for the public sanitary sewer.***

    d. Written approval by the Village Engineer for the Final Engineering Plans, Profiles and Specifications.

    e. A copy of the signed contracts, certificate of insurance, and performance and payment bond. The contracts shall have the owner's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (Contractor(s) shall be Village pre-approved contractors).

f. A cash deposit or a two-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. ***IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.*** The Cash payments and the "Final " LOC shall be provided prior to the Village at the closing.

g. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.

h. All other related documents required for closing.

5. Upon Village Board approval of the and within 60 days of said approval the Village will host a closing to have the Development Agreement executed. The owner shall be responsible for recording the required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 48 hours of closing with the Village.

6. Following the closing, the owner's engineer shall coordinate a pre-construction meeting with the Village Engineer (meeting is required prior to any field work commencing). **This pre-construction meeting shall be combined with the required pre-construction meeting noted in the conditions for the Site and Operational Plan approval.**

7. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.

8. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.

9. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.

10. After the public improvement work has commenced, non-payment of any delinquent Village invoices shall result in stop work orders being issued on the construction activity until payments are made.

Office of the Village
Fire & Rescue Chief
Doug McElmury

VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director
FROM: Doug McElmury, Chief Fire & Rescue Department
CC: Lt. Thomas Clark, Fire & Rescue Department
Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Review of the Site and Operational Plan for Goddard School
DATE: March 11, 2013

This is a review of the Site and Operational Plan for Goddard School with a proposed size of 8,000 S.F. The building is located on 91st Avenue and 75th Street.

The Facility is classified under Wisconsin Administrative Code, and the International Building Code, specifically: Educational Group E.

The Fire & Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. The concerns of the Fire & Rescue Department are as follows:

1. **Distribution of Comments:** ***the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.***

2. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.

3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.

Upon review of the plans submitted, we have the following concerns:

- This is a review of the Final Site and Operational plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: 2/22/13.

- AED. Because of the use and occupancy of the building the owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary to perform CPR and to operate the AED.

- Fire Alarm Control Panel: The main FACP will be placed in the fire sprinkler riser/fire pump room, (106). Remote annunciator panel location will need to be placed in the entry (100)

- Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.

- A fence around the property is shown on plan A1.1. The Fire and Rescue Department will need access to the gates. Further discussion on this will be needed.

- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage.

4. **Fire and Rescue Department Review and Comments:**

A. Site and Operational Permits

- Site accessibility **Shown**
- Pumper Pad **Shown on page C-4 dated 2/22/13**
- Fire hydrant spacing

B. Conditional Use and Operational

1. Fire alarm pull stations **Not shown at this time.**
2. Emergency and Exit Lighting **Not shown at this time.**
4. Fire extinguishers **Not shown at this time.**

5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.

6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

7. **Hazardous Occupancies**: The Fire & Rescue Department will need more than the typical four week time period to review proposed Hazardous Occupancies. The owner must contact the Fire & Rescue Department as soon as possible to begin the review process.

8. **The following information must be submitted with the sprinkler plans for review:**
   Building height:
   Number of stories/floors:
   Mezzanines:
   Clear space:
   Elevators:
   Hazard class:
   Square footage, office space:
   Fire protection:

9. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

   NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.
   Bulk Water
   - Water Usage
   - Fire Protection Plans for Underground and Aboveground
   - Fire Alarm System Plans
   - Kitchen Hood Systems Plans
   - Occupancy Permit & Re-Inspection fees

   An invoice for permit fees will be issued upon achieving a satisfactory review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks.

10. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.

11. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.

12. **Site Access:** Access must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
    a. All exterior exit pathways as well as access to the mechanical room shall have a hard surface, leading to a hard surface.

13. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current printed edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.

14. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.

15. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.

16. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.

17. **Fire Hydrant Acceptance**: This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.

18. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.

19. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a 'clean water sample' on this site.

20. **Pumper Pad:** Shown on page C-4 and dated 2/22/13. There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

    NOTE: *The Fire Department Connection riser shall include a single five (5) inch Storz fitting.*

21. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.

22. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.

23. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
    a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
    b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
    c. **Smoke and Heat Detection:** Shall be installed as required.
    d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.

e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.

f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.

g. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire and Rescue Department prior to signing any contracts with the Central station.

1) The central station shall be provided with this information regarding the geographical location of this alarm:

Village of Pleasant Prairie, County of Kenosha, State of Wisconsin

Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue

Phone numbers:	
Emergency:	**(262) 694-1402**
Non-emergency:	(262) 694-7105
Business:	(262) 694-8027

24. **Knox Box:** Knox Boxes shall be provided for the building, a determination of the exact number required will need to be made during the pre-construction meeting. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.

25. **MSDS Knox Box:** A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided for each tenant to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed within the maintenance room.

26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.

27. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled. An Emergency light shall be placed within the maintenance room.

28. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
    a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
    b. Copy of contract with fire alarm central monitoring station.
    c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
    d. Copies of the fire protection underground flushing documents.
    e. Copies of the underground and fire sprinkler hydrostatic test certificates.
    f. Copies of the fire sprinkler operational test certificates.
    g. Copies of the fire alarm test documents.
    h. Copies of other test documents such as, hood/duct, smoke, etc…
    i. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
    j. Provide two- (2) CD's, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.
    k. Severe Weather Shelter: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado.
    l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
    m. AED, in place at occupancy.
    n. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
    o. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.

29. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.

VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION
RESOLUTION #13-05
TO AMEND THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN

WHEREAS, on December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* (Comprehensive Plan); and

WHEREAS, the Village has received a request to amend the Comprehensive Plan related to the land use designation and development of Lot 20 of Westfield Heights Subdivision located at the northwest corner of STH 50 and 91st Avenue in a part of U.S. Public Land Survey Section 5, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-054-0320; and

WHEREAS, said property is identified in the Village 2035 Comprehensive Land Use Plan within the Community Commercial land use designation with an Urban Reserve Overlay. The Urban Reserve Overlay designation indicates there is an urban landholding overlay zoning designation on the property since there has been no development plans approved by the Village for this property; and

WHEREAS, said property is proposed to be developed pursuant to the Site and Operational Plans conditionally approved by the Plan Commission on April 22, 2013 for Goddard School, a preschool/daycare facility, to be constructed on the site and the UHO zoning designation removed. The 2035 Comprehensive Land Use Plan is proposed to be amended to remove the Urban Reserve Designation from the property located at the northwest corner of STH 50 and 91st Avenue (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment; and

WHEREAS, on March 22, 2013 the required 30-day notice was published in the Kenosha News for the April 22, 2013 public hearing held by the Village Plan Commission and on March 22, 2013 notices were sent to property owners within 300 feet of the proposed amendment; and

NOW THEREFORE, BE IT RESOLVED, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby approves the following amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan:

1. To amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Lot 20 of the Westfield Heights Subdivision (Tax Parcel Number 91-4-122-054-0320).
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment to Map 9.9.

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Village Board enact the Ordinance adopting the amendment, as referenced above, to the *Village of Pleasant Prairie 2035 Comprehensive Plan*.

Adopted this 22nd day of April 2013.

VILLAGE OF PLEASANT PRAIRIE

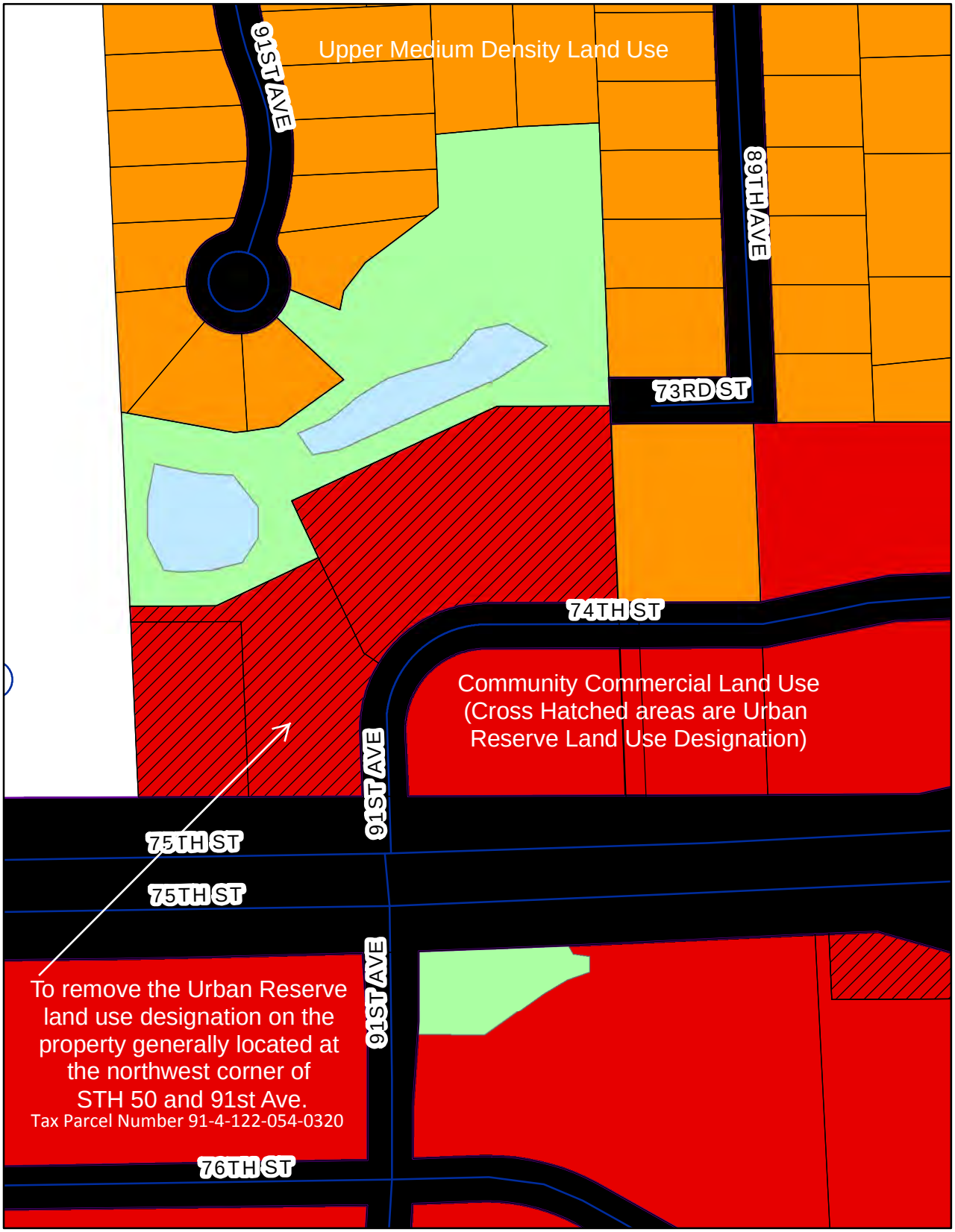
ATTEST:

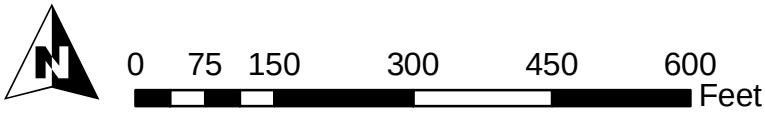
_____
Thomas W. Terwall
Plan Commission Chairman

_____
Donald Hackbarth
Secretary

Date Posted: _____

Village of Pleasant Prairie
2035 Land Use Plan
(portion of)





Source: Village of Pleasant Prairie
March 2013

ORDINANCE # 13-___

ORDINANCE TO CREATE A PLANNED UNIT DEVELOPMENT PURSUANT TO SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE WESTFIELD HEIGHTS COMMERCIAL AREA IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

BE IT ORDAINED by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the following Planned Unit Development (PUD) Ordinance is hereby created for Westfield Heights Commercial Area pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

Westfield Heights Commercial Area Planned Unit Development

a. It is the intent that Westfield Heights Commercial Development be developed on the property(ies) as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan; that the development will not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, sidewalks, landscaping, grading and drainage, fences, signage, lighting and general site development is an attractive and harmonious commercial development of sustained desirability and economic stability and will not have an adverse effect on the property values of the surrounding neighborhood.

b. Legal Description: The property(ies) included is known as Lot 20 of the Westfield Heights Subdivision as recorded at the Kenosha County Register of Deeds Office Document No. 1469350 and is located in U.S. Public Land Survey Section 5, Township 1 North, Range 22 East of the Fourth Principal meridian lying and being in the Village of Pleasant Prairie and herein after referred to as the "DEVELOPMENT".

c. Requirements within the DEVELOPMENT:

(i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.

(ii) The DEVELOPMENT shall be in compliance with the Declaration of Restrictions, Covenants and Easements for Westfield Heights, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.

(iii) All public improvements for this DEVELOPMENT on Lot 20 are required to be installed and maintained pursuant to the Development Agreement entered into between the Village and My Sunshine Real Estate, LLC on _____, 2013.

(iv) The owner shall install and maintain a five (5) foot wde concrete public sidewalk and street tress adjacent to the DEVELOPMENT. IT shall be the adjacent property owner's responsibility to snow shovel/plow the sidewalks and the plan, trim maintain landscaped areas and replace public street trees/mulch beds as needed.

(v) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the DEVELOPMENT as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate within the DEVELOPMENT.

(vi) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village Board on _____, 2013.

(vii) All buildings within the DEVELOPMENT, shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code (including buildings within the DEVELOPMENT that are less than 3,500 square feet or less than two stories in height).

(viii) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permit(s) and Planned Unit Development Ordinance(s) (if applicable), as on file with the Village.

(ix) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.

(x) All buildings/structures and all exterior additions, remodeling and alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, fencing, outdoor furniture, etc.

(xi) The DEVELOPMENT shall be operated and maintained in a uniform manner, regardless of property ownership. If the DEVELOPMENT is sold to another entity(s), the DEVELOPMENT shall continue to operate as a unified commercial development and shall continue to comply with this PUD and all other PUDs that may be applicable to the DEVELOPMENT, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized as a shared parking lots and cross-access easements shall be designed in order to allow and facilitate the movement of vehicular traffic from property to property.

(xii) Delivery vehicles and trucks shall be parked inconspicuously on the sites. No trucks [e.g. semi cab, semi-trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.

(xiii) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as no to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this DEVELOPMENT.

(xiv) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.

(xv) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be allowed or affixed to any building, landscaping, vehicle, antenna, roof-top, or the ground unless expressly permitted by the Zoning Ordinance.

(xvi) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District. Extended hours of business

operations or hours may be granted by the Village if the owners/tenants enter into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.

(xvii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.

(xviii) The DEVELOPMENT shall not be used for any outside overnight or daytime parking of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations. No overnight parking of passenger vehicles or trucks are allowed in the parking lots.

(xix) In the event that any commercial tenant within the DEVELOPMENT, requests public transportation to service the DEVELOPMENT, it shall be the responsibility of the requesting party(ies) to fund the cost of providing such public transportation to and from the DEVELOPMENT.

(xx) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

(i) Section 420-119 I related to Dimensional Standards is amended as follows:

I. Dimensional standards. Except as otherwise specifically provided in Chapter 420 of the Village Municipal Code, and without limitation, all uses, sites, buildings and structures in the DEVELOPMENT shall comply with the following dimensional standards to the extent applicable:

(1) Lot size: Lot 20 shall be a minimum of 1.3 acres.

(2) Lot frontage on a public street: 150 feet minimum; provided, however, that on a substantial curve the public street frontage may be reduced as necessary to an absolute minimum of 100 feet if all other requirements are satisfied.

(3) Open space: 30% minimum.

(4) Principal building standards:

(a) Gross floor area: 4,000 square feet minimum and 25,000 square feet maximum.

(b) Height: 35 feet maximum.

(c) Building Setbacks:

[1] Street setback: minimum of 65 feet from STH 50 (75th Street) and a minimum of 40 feet from 91st Avenue or 74th Street.

[2] Side setback for Lot 20: 20 feet minimum.

[3] Rear setback for Lot 20: 30 feet minimum.

[4] Wetland setback: 25 feet minimum.

(5) Detached accessory building/trash enclosure standards: No detached accessory buildings/trash enclosures allowed within

the DEVELOPMENT except for Lot 20, which is allowed to have a detached trash enclosure provided that the enclosure is constructed of similar materials as the principal building, and landscape screening is provided on either side of the enclosure and in the area directly across the parking lot of the dumpster entrance as approved by the Zoning Administrator.

(ii) Section 420-119 J related to Design Standards is amended as follows:

J. Design standards. Except as otherwise specifically provided in Chapter 420 of the Village Municipal Code, and without limitation, all uses, sites, buildings and structures in the DEVELOPMENT shall comply with the following design standards to the extent applicable:

(1) Number of principal structures per lot: One maximum; provided, however, that attached buildings are allowed if the attachment is a fire wall between each two attached buildings, with no pedestrian openings, and that the horizontal distance of the attachment is at least 75% of the length or width of one of each two attached buildings and a minimum of 75 feet, and, without limitation, that each such attached building individually satisfies the minimum gross floor area restriction for principal buildings and that all such buildings attached to one another collectively comply with any maximum gross floor area restriction for principal buildings, and further provided that one or more commercial communication antennas, whips, panels or other similar transmission or reception devices (but no towers) mounted on a principal building or structure are allowed.

(2) Number of detached accessory buildings detached trash enclosures: none (trash enclosure shall be part of the principal building) except for Lot 20, the trash enclosure may be detached pursuant to this ordinance.

(3) All accessory uses or structures shall be on the same lot or approved site as the principal use.

(4) Site and Operational Plan requirements pursuant to Article IX of Chapter 420 of the Village Municipal Code.

(5) Parking, access and traffic requirements pursuant to Article VIII of Chapter 420 of the Village Municipal Code, unless expressly modified by this PUD Ordinance.

(6) Sign requirements pursuant to Article X of Chapter 420 of the Village Municipal Code, unless expressly modified by this PUD Ordinance.

(7) Fence requirements pursuant to Article XI of Chapter 420 of the Village Municipal Code, unless expressly modified by this PUD Ordinance.

(8) Each use, site, building and structure shall be designed, laid out, constructed and maintained in full compliance with the approved site and operational plan, any required conditional use permit, any required license and all other applicable provisions of Chapter 420 of the Village Municipal Code and of all other Village ordinances and codes.

(iii) Section 420-47 L related to setbacks for parking spaces and parking lots shall be amended as follows:

L. Parking areas including maneuvering lanes for Lot 20 shall be set back a minimum of 20 feet from the STH 50 right-of-way and one (1) foot from the 91st Avenue right-of-way and the property line adjacent to Outlot 1 of the Westfield Heights Subdivision.

e. Amendments

(i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Village Municipal Code.

(ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this ___ day of _____, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

_____
John P. Steinbrink
Village President

_____
Jane M. Romanowski
Village Clerk

Posted: _____

__- Westfield Heights Commercial PUD.doc

ORD. # 13-__

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE VILLAGE OF PLEASANT PRAIRIE,
KENOSHA COUNTY, WISCONSIN
PURSUANT TO CHAPTER 420-13 OF THE VILLAGE ZONING ORDINANCE**

BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Official Village Zoning Map is hereby amended as follows:

The subject property located at the northwest corner of STH 50 and 91st Street in the and known and Lot 20 of Westfield Heights Subdivision located in U.S. Public Land Survey Section 5, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-054-0320 and the adjacent portion of the right-of-way are hereby rezoned from the B-2 (UHO), Community Business District with an Urban Landholding Overlay District to the B-2 (PUD), Community Business District with a Planned Unit Development Overlay District.

The Village Zoning Administrator is hereby directed to record these Zoning Map Amendments on the appropriate sheet of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Municipal Code shall be updated to include said amendments.

Adopted this _____ day of _____, 2013.

VILLAGE BOARD OF TRUSTEES

_____
John P. Steinbrink
Village President

ATTEST:

_____
Jane M. Romanowski
Village Clerk

Posted:_____

__-Goddard School PUD .doc

DRAFT 4 19 13

DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND MY SUNSHINE REAL ESTATE, LLC REGARDING THE GODDARD SCHOOL PLEASANT PRAIRIE

THIS DEVELOPMENT AGREEMENT is made between My Sunshine Real Estate, LLC, a _____ limited liability company (the "Owner") with a business address of 1197 Windmere Circle, Antioch, IL 60002 and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. The Owner and the Village have entered into this Development Agreement dated as _____, 2013 regarding a 1.3-acre lot for an early childhood care and education facility for infants, toddlers, and pre-school children ranging in age from six (6) weeks to six (6) years to be located at the northwestern corner of 91st Street and State Trunk Highway (STH) 50 containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the "Goddard School Pleasant Prairie Planned Unit Development (PUD)" Development Plans as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.

2. The Owner has agreed to and provided to the Village, among other things, the following:

    a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Development Engineering Plans for the Development sealed by the Engineer and dated April 22, 2013: "Site and Operational Plan Review" as prepared by Nielsen Madsen & Barber S.C. The referenced plan set specifically includes the following: Existing Conditions Survey, Site Clearing/Demolition Plan, Site Grading and Erosion Control Plan, Pavement Grading Plan, Site Utility plan, Storm Sewer Plan, Typical Sections & Construction Details, Landscaping Plan, Architectural Site Plan, Floor Plan & Roof Plan, Building Elevations, Site Lighting Plan, Lighting Fixture and Lighting Energy Calculations Plans. These

plans have been approved by the Village. The large scale set of the approved Final Site and Operational Plans are on file with the Village **(EXHIBIT B)**; and

b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Plans includes: a five (5) foot-wide concrete public sidewalks extending along 91st Avenue and 74th Street from STH 50 to the property line limits adjacent to the Development. These improvements are shown on the **EXHIBIT B** along with the approval letters, including the engineering inspection cost estimate, erosion control and Notice of Intent (NOI) permits, public street tree and landscaping contract documents and certificates of insurance for the construction of the referenced public sidewalk, and right-of-way public street trees and private plantings; and

c. The obligation and agreement to plant, stake, mulch, weed, water, trim and maintain the required landscaping improvements (right-of-way public street trees and private plantings) adjacent to the Development pursuant to the Village-approved Landscaping Plan. The required right-of-way public street trees and private landscaping specifically includes the public street trees in the right-of-ways of 91st Avenue and 74th Street and the private landscaping placed in the public right-of-ways adjacent to the Development; and

d. The obligation and agreement to design, install and financially maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code, as amended, for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement has been recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents are also on-file with the Village. As set forth in the DSIS, upon inspection and dedication of the DSIS by the owner to the Village, the Village has agreed to own and maintain the DSIS subject to the terms and conditions set forth in the DSIS Agreement; and

e. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and public sidewalks and the private plantings adjacent to the Development pursuant to the requirements set forth in the Village Board approved Goddard School Pleasant Prairie Planned Unit Development Ordinance #13-__. **(EXHIBIT C).**

f. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and sidewalks and private plantings adjacent to the Development pursuant to the Village Board approved Goddard School Pleasant Prairie Conditional Use Permit Grant #13-__. **(EXHIBIT D).**

3. The Owner has agreed to dedicate the required the public sidewalks and public street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the right-of-way public sidewalks, public street trees and private plantings are being dedicated to the Village, it is the Owner's ongoing obligation to maintain and repair or replace or to cause to be maintained, repaired or replace said sidewalks and street trees and plantings. Maintenance of the public sidewalks shall also include the snowplowing/shoveling of the sidewalks adjacent to the Development.

4. The Owner has provided an Irrevocable Letter of Credit/Cash Payment equal to the contract amount plus a 15 percent contingency, or a total of $_____ (_____ _____ and .__/100) to be used by the Village as financial security for the Developer's obligations to complete the public sidewalks, public street trees and private plantings for the Development. The original Letter of Credit/Cash Payment, Cost Breakdown and Administrative Cash Payments documents **(EXHIBIT E)** is on file with the Village Clerk. The amount of the Letter of Credit/Cash Payment shall be reduced from time to time and as and to the extent that that construction of the Public Improvements required under this Agreement are completed, paid for, lien waivers are presented and inspections are completed to the

satisfaction of the Village, provided that the remaining Letter of Credit/Cash Payment is sufficient to secure payment for any remaining Public Improvements and provided that no reduction shall occur until approved by the Village Board at a regularly scheduled meeting. The Letter of Credit/Cash payment shall be fully released by the Village upon the expiration of the one (1) year warranty for and the Village's acceptance of all of the public sidewalks, streets trees and landscaping.

5. This Development Agreement is not intended to benefit or to be enforceable by any person(s) other than the Village and the Owner and their respective successors, successors and assigns of the properties as to this Agreement.

IN WITNESS WHEREOF, the Owner and the Village have caused this Development Agreement to be signed and dated as of this _____ __, 2013.

MY SUNSHINE REAL ESTATE, LLC

By: _____
Name: Sarah Hall
Title: Manager

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me this ____ day of _____, 2013 in Pleasant Prairie, WI by Sarah Hall, Manager, My Sunshine Real Estate, LLC.

_____

Print Name: Jean M. Werbie-Harris _____

Notary Public: Kenosha County, State of Wisconsin

My Commission Expires: 1/5/2014_____

VILLAGE OF PLEASANT PRAIRIE

By: _____
John P. Steinbrink
Village President

ATTEST:

By: _____
Jane Romanowski
Village Clerk

STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this _____, 2013 in Pleasant Prairie, WI by **John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk**, Village President and Clerk, respectively, of the Village of Pleasant Prairie.

_____

Print Name: Jean M. Werbie-Harris _____
Notary Public: Kenosha County, State of Wisconsin
My Commission Expires: 1/5/2014 _____

This Development Agreement drafted by:

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEVELOPMENT ENGINEERING PLANS AND RELATED DOCUMENTS

EXHIBIT C

GODDARD SCHOOL PLEASANT PRAIRIE PLANNED UNIT DEVELOPMENT ORDINANCE #13-__

EXHIBIT D

GODDARD SCHOOL PLEASANT PRAIRIE CONDITIONAL USE PERMIT GRANT #13-__

EXHIBIT E

IRREVOCABLE LETTER OF CREDIT/CASH PAYMENT, COST BREAKDOWN AND ADMINISTRATIVE CASH PAYMENTS FOR PUBLIC IMPROVEMENTS

AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM ("DSIS") BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND MY SUNSHINE REAL ESTATE, LLC

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this ____ day of _____, 2013, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and My Sunshine Real Estate, LLC, a limited liability corporation d/b/a Goddard School Pleasant Prairie with a business address of ____ 91st Avenue, Kenosha, WI 5314_, and referred to as "Goddard School"). In this Agreement, the Property Owner of Goddard School is also referred to as the "Owner".

WITNESSETH:

WHEREAS, the real estate commonly known as _____ 91st Avenue is located in the Village of Pleasant Prairie and is legally described in **Exhibit A** and is identified as Village Tax Parcel Number 991-4-122-054-0319 and is collectively known as the "Owner's Property" in this Agreement; and

WHEREAS, the Owner has requested a Conditional Use Permit to operate an early childhood care and education facility for infants, toddlers, and pre-school children ranging in age from six (6) weeks to six (6) years of age in an 8,000 square foot building on a 1.3-acre lot to be known as the Goddard School Pleasant Prairie; and

WHEREAS, The Owner's Property is presently zoned B-2, Community Business District, which zoning classification allows for an early childhood care and education facility with **Village Plan Commission Conditional Use Permit #13-__ approved on April __, 2013 (Exhibit B)** and **Village Zoning PUD Ordinance #13-__ (Exhibit C) approved by the Village Board of Trustees on May __, 2013**; and

WHEREAS, the Village Plan Commission also conditionally approved the **Final Site and Operational Plans** for the Goddard School on April __, 2013 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a Digital Security Imaging System (DSIS) for the Property; and

WHEREAS, the Village has asserted and the Owner agrees that the Goddard School located at the northwest corner of 91st Avenue and 75th Street will require additional security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for parent

and their children and for the protection of employees and the Owner's property; and

WHEREAS, the Owner further agrees to be in compliance with Village Municipal Code Chapter 410 entitled, "Security Ordinance" through the implementation and use of a DSIS which is described in **Exhibit D** attached hereto, that monitors the exterior public access areas and driveways of the Owner's Property located in the Village; and

WHEREAS, the DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine retail sales and service development sites such as the Goddard School site in the Village and will provide emergency response personnel with a live visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers; and

WHEREAS, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

WHEREAS, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to waive certain requirements of Chapter 410 pertaining to the details of the security system, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

WHEREAS, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS per the Village's Security Ordinance requirements, except as modified by this Agreement. Further, the Owner shall grant an **Access Easement** to the Village allowing access and maintenance rights to the DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS system at the Owner's cost, if the Owner fails to do so; and

WHEREAS, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the Owner's Property and said costs shall be invoiced to the Owner and the Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal or written building occupancy permits or approvals required by the Owner for the Goddard School to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit D** which was created pursuant to the proposal prepared by Guardian Protection Services, with offices located at _____ (___) ___-_____, for the Owner, with the plans and video surveillance hardware specifications dated March 18, 2013, which is incorporated herein by reference. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's expense. After the installation, Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner of the Village's acceptance of the DSIS. The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the building, adds on to the building or otherwise changes or increases the development on their Property, such Owner shall be responsible for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit D** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the Owners' Property, shall all be referred to as the "DSIS" for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

(i) The DSIS shall provide for surveillance of the exterior building perimeters including front, rear and side entrance areas, walkways, other common areas and parking lots driveway entrances within the development. The DSIS as described in **Exhibit D** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any

changes or expansions are made to any portion of the Owner's Property, the determination as to the number and type of cameras which are reasonably necessary for the Village's surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on the building and exterior light standards of the Owner's Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on **Exhibit D.** Any DSIS equipment added after any change to the Goddard School site shall be in the sole discretion of the Village. Goddard School will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit D** and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the camera system.

(iii) The Owner agrees to provide the DSIS in a secured location within the Goddard School building on the Owner's Property that will be accessible for inspection and easily electronically accessed via a VPN internet connection by the Village with the assistance of the Owner. The Owner shall provide physical access as provided herein to the DSIS upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

(iv) The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area which houses the DSIS equipment.

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall be readily available to the Village for public safety purposes directly through Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network. The Village Police Department shall have log-in capabilities to the DSIS "live-look" system on the Property independent of the Owner's personnel. Proper software security keys and logins will be provided to the Village Police and IT Departments to provide

immediate access to both "real time" access as well as historical video as required.

(vi) The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within ten (10) business days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit E** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

(i) The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

(ii) As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit E** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixilated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, of if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs incurred thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

d. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

e. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in perpetuity with the Owner's Property. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

f. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner: Sarah Hall, Manager
My Sunshine Real Estate, LLC
1197 Windmere Circle

Antioch, IL 60002
Telephone: 847-804-1429
Fax:
E-mail: Sarahmay2002@gmail.com

With a copy to: _____
_____
_____
_____

If to the Village:

Village of Pleasant Prairie
Village Administration
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Michael R. Pollocoff, Village Administrator

And to the Village:

Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris,
Community Development Director

And to the Village:

Village of Pleasant Prairie
Police Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: David Smetana, Police Chief

g. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

h. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in Chapter 410 of the Village Municipal Code.

i. Village's Contractors and Work. Any contractor that may come onto any Owner's Property on behalf of the Village shall carry a non-deductible (a) commercial general liability insurance policy, including (but

not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/One Million Dollars ($1,000,000) general aggregate (but not less than $500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars ($300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.

j. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.

k. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

IN WITNESS WHEREOF, My Sunshine Real Estate, LLC has executed this DSIS Agreement on this _____ day of _____, 2013.

Signatures on the Next Pages.

My Sunshine Real Estate, LLC

By:_____
Name: Sarah Hall
Title: Manager

STATE OF _____)
) SS
COUNTY OF_____)

This instrument was acknowledged before me in _____, WI on _____ ___ , 2013, by Sarah Hall, as the duly authorized Manager of My Sunshine Real Estate, LLC.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: _____
(is permanent)

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By:_____
Name: John P. Steinbrink
Title: Village President

ATTEST:

_____
Name: Jane M. Romanowski
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____ ___, 2013 by JOHN P. STEINBRINK and JANE M. ROMANOWSKI as the duly authorized President and Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: _____
(is permanent)

Drafted by:

Jean M. Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

EXHIBIT B

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

VILLAGE CONDITIONAL USE PERMIT #13-__
(Attached hereto)

EXHIBIT C

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #13-__
(Attached hereto)

EXHIBIT D

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

DSIS PLAN, HARDWARE DETAILS AND NARRATIVE
[Attached hereto]

EXHIBIT E

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

ACCESS EASEMENT
[Attached hereto]

DRAFT 4/17/13

ACCESS EASEMENT

This ACCESS EASEMENT is entered into this _____ day of _____, 2013 by and between the Grantor, My Sunshine Real Estate, LLC (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

RECITALS

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

Recording Area

Name and Return Address:
Jean M. Werbie-Harris
Community Development Dept.
Village Municipal Building
9915 39th Avenue
Pleasant Prairie, WI 53158

Parcel Identification Number:
91-4-122054-0319

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for an early childhood care and education facility for infants, toddlers and pre-school children ranging in age from six (6) weeks to six (6) years of age, commonly known as the Goddard School Pleasant Prairie ("Goddard School"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

GRANT OF ACCESS EASEMENT

In consideration of the facts recited above, the Landowner and Easement Holder hereby agree as follows:

1. Grant of Easement. The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free,

access and maintenance easement (the "Access Easement") over and through the exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and to a secured area generally located as described in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground to the extent possible. The Landowner shall supply electricity and internet connection services for the DSIS as provided in the Agreement.

2. Use of Access Easement. The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about _____ __, 2013 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its occupants, through its inspection and access of the DSIS equipment.

3. Improvements. If the Landowner fails to do so, the Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Goddard School site as the Easement Holder deems reasonably necessary.

4. Maintenance. The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance.

5. Damage to Easement Property. The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

6. Obstructions to Use of the Easement Property. The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor events that may occur on the

Landowner's Property, however, such uses shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

7. Indemnity/Insurance/Liens. All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars ($1,000,000) general aggregate (but not less than $500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars ($300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

8. Enforcement of Agreement. The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

9. Amendments. This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

10. Successors. All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs,

successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

11. Severability. If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

12. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

13. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, of if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

(Signatures are on the Next Pages)

IN WITNESS WHEREOF, My Sunshine Real Estate, LLC has executed this Access Easement this _____ day of _____, 2013.

My Sunshine Real Estate, LLC

By:_____
Name: Sarah Hall
Title: Manager

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me in _____, WI on _____ ___, 2013, by **Sarah Hall**, as the duly authorized Manager of **My Sunshine Real Estate, LLC**.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

Notary Public, State of _____
My Commission (expires) on:
_____
(is permanent) _____

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____
Name: John P. Steinbrink
Title: Village President

ATTEST:

_____
Name: Jane M. Romanowski
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____ ___, 2013 by **JOHN P. STEINBRINK** and **JANE M. ROMANOWSKI** as duly authorized **President and Clerk**, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires:

_____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the Access Easement set forth above and agrees that its interest in the Property shall be subject to this Access Easement.

Dated: _____, 2013.

_____ Bank

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
_____COUNTY)

This instrument was acknowledged before me on _____, 2013 by _____, (Name) the _____ (Title) of the _____ (Bank).

_____
Signature of Notary Public

_____
Type or Print Name of Notary Public

Notary Public, State of _____
My commission expires: _____

This instrument drafted by:
Jean M. Werbie-Harris
Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158

Timothy J. Geraghty, Esq.
Village Attorney
Godin Geraghty Puntillo Camilli, S.C.
6301 Green Bay Road
Kenosha, WI 53142

EXHIBIT A

Legal Description of Landowner's Property

UTC Fire & Security
A United Technologies Company

Product Data Sheet

TVD-TIR-HR-P

TruVision Dome IR High-Res Camera, 530 TVL Color, 3.5–8.0 mm Varifocal Lens, 20m

Overview

The TruVision™ line from GE Security includes a comprehensive family of infrared (IR) cameras for standalone or basic integrated installations that are flexible and scalable to accommodate future growth. Ideal for surveillance system installations ranging from convenience stores to retail mall parking lots, the TruVision IR line has the right cameras for your job and can help you stay within budget constraints without compromising security needs.

These flexible cameras can see in total darkness, providing color images by day and black-and-white images under IR operation in low-light applications. Form factors include omni-directional dome and traditional bullet cameras. Dome models allow for ceiling or wall mounting while still maintaining a level field of view. Single gang adaptor plates are included with the MR and HR dome models, while the bullet models offer a familiar form factor that can also be ceiling or wall mounted. TruVision IR dome and bullet cameras are also available in fixed lens and varifocal lens models.

Application

Built for long-lasting service and plug-and-play functionality, the TruVision IR line provides a valuebased solution that is ideal for applications ranging from residential to office buildings.

Designed for low-light and complete-darkness environments, TruVision cameras' balanced IR capabilities and multiple resolution options offer the perfect camera for each situation. With weather-resistant options that are well suited for indoor and outdoor applications, TruVision cameras represent sensible, secure video surveillance you can depend on.

Standard Features

- Balanced IR illumination for optimal viewing in low- to o-light environments
- provide flexible installation options and ensure the right camera for the job
- Compatible with all analog CCTV recording devices and equipment
- IP66 ratings for weather-resistant performance
- 530 TV lines

RECEIVED
APR 12 2013
Village of Pleasant Prairie

TVD-TIR-HR-P

TruVision Dome IR High-Res Camera, 530 TVL Color, 3.5–8.0 mm Varifocal Lens, 20m

Specifications

Camera

- Pick-up device: 1/3" interline transfer CCD
- Total pixels: NTSC: 811(H) x 508(V)
  PAL: 795(H) x 596(V)
- Effective pixels: NTSC: 768(H) x 494(V)
  PAL: 752(H) x 582(V)
- Resolution: 530 TV lines
- Sync. system: 2.1 internal
- Scanning system: NTSC 525 Lines/30 Fields
  PAL 625 Lines/50 Fields
- S/N ratio: More than 49dB (AGC OFF)
- Electronic shutter: Auto 1/60 (1/50)- 1/100,000 sec.
- Min. illumination: 0.5 lux color / F2.0; 0.00 lux IR ON
- Video output: Composite 1.0 Vp-p / 75 ohm
- IR distance: 66 ft./20 m (28 pcs IR LED)
- IR trigger: 3.1 lux/3.7 lux IR ON/OFF
- Lens type: Varifocal lens: 3.5 - 8 mm
- Single gang mounting plate: Yes

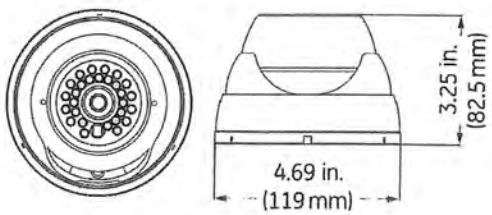
Electrical

- Power source: 12VDC
- Power consumption: 6.2W (Max)
- Current: 150mA (IR OFF)430mA (Max)

Environmental & Physical

- Weight: 26 oz./ 0.76 kg
- Dimensions: 4.69 in. (W) x 3.25 in. (H) (119 mm x 82.5 mm)
- Operation temperature: -10 to 50° C (14 to 122° F)
- Storage temperature: -20 to 70° C (-4 to 158° F)
- Weather resistant: IP66

TVD-TIR-MR/TVD-TIR-HR



Ordering Information

TVC-BIR-HR-P
TruVision Cam IR Bullet High-Res Camera, 530 TVL Color, 6.0–50.0 mm Varifocal Lens, 180.4 ft./55 m IR Range, 24VAC/12VDC, PAL

TVC-BIR-MR-P
TruVision Cam IR Bullet Mid-Res Camera, 480 TVL Color, 3.5–12 mm Varifocal Lens, 82 ft./25 m IR Range, 24VAC/12VDC, PAL

TVD-TIR-HR-P
TruVision Dome IR High-Res Camera, 530 TVL Color, 3.5–8.0 mm Varifocal Lens, 65.6 ft./20 m IR Range, 12VDC only, PAL

TVD-TIR-MR-P
TruVision Dome IR Mid-Res Camera, 480 TVL Color, 3.5–8.0 mm Varifocal Lens, 65.6 ft./20 m IR Range, 12VDC only, PAL

TVD-TIR-SR-P
TruVision Dome IR Standard-Res Camera, 380 TVL Color, 4.3 mm Fixed Lens, 32.8 ft./10 m IR Range, 12VDC only, PAL

As a company of innovation, UTC Fire & Security reserves the right to change product specifications without notice. For the latest product specifications, visit UTC Fire & Security online or contact your sales representative.

IPS-HQ-TVD-TIR-HR-P-2013-03-27 19:43:30

UTC Fire & Security
A United Technologies Company

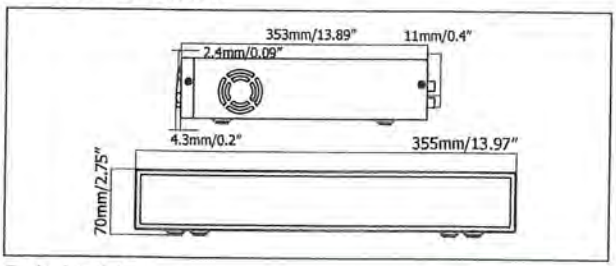
ECOR264X1

Multi-Channel DVR with Built-in DVD Burner

Features

- Free MobileFocus Mobile Device Monitoring App: IPhone/Android/Blackberry
- Online Web interface: Allows 10-users to simultaneously view online from a browser
- Real time recording and playback for each camera at CIF
- 4 Ch: Real Time Recording @ CIF/2CIF/D1
- 9 & 16 Ch: Real Time Recording @ CIF
- Independent Channel Controls: Frame Rate/Resolution/Record Quality
- Recording resolution can be changed at different times of the day via scheduling
- 10 different administration levels to restrict or allow access to DVR controls (DVR/Online Interface)
- Simultaneous Pentaplex Operation at DVR & Online: Live/Recording/Playback/ Archiving/Remote View
- FREE DDNS Service Hosted by EverFocus for EASY Networking Options
- Built-in DVD burner
- Easy to Use Graphical Interface controled by the front panel, USB mouse (included), IR remote controller (included), EKB500 Control Keyboard (sold separately)
- Call Monitor: BNC with multiplex and/or sequential view
- Main Monitor: Choice of VGA or BNC
- Support External Hard Drive Storage via eSATA (DVD Model Only)
- Rack Mountable (19") for Easy System Storage includes Rack Ears
- 1-BNC Looping Output per Channel
- 4-Audio Inputs, 1-Audio Outputs
- H.264 Compression for efficient disk and network utilization
- Dual Stream Controls: Record at a higher resolution but view at a lower resolution online/mobile device for faster viewing
- Local & Network On-Screen PTZ Control
- Built-in recording calculator used to estimate storage capacity based on settings
- 2x & 4x Live/Playback Zoom
- Snapshot Search: View incremental "Snap Shots" of video to easily go through days of footage in minutes.
- Smart Search: Identify points of interest from recorded video
- Express Playback & Search: Point, Click, Drag playback bar for Instant Viewing
- Express Setup: Quick and easCopy settings from one DVR to another
- Quick Archive the last 10/20/30/60/90 minutes of video to USB/DVD
- Remote Archive video to DVD/USB connected to DVR from a remote location and to the PC your viewing the DVR from

Dimensions: mm/in



FREE DDNS | Dual Stream | GUI

Specifications

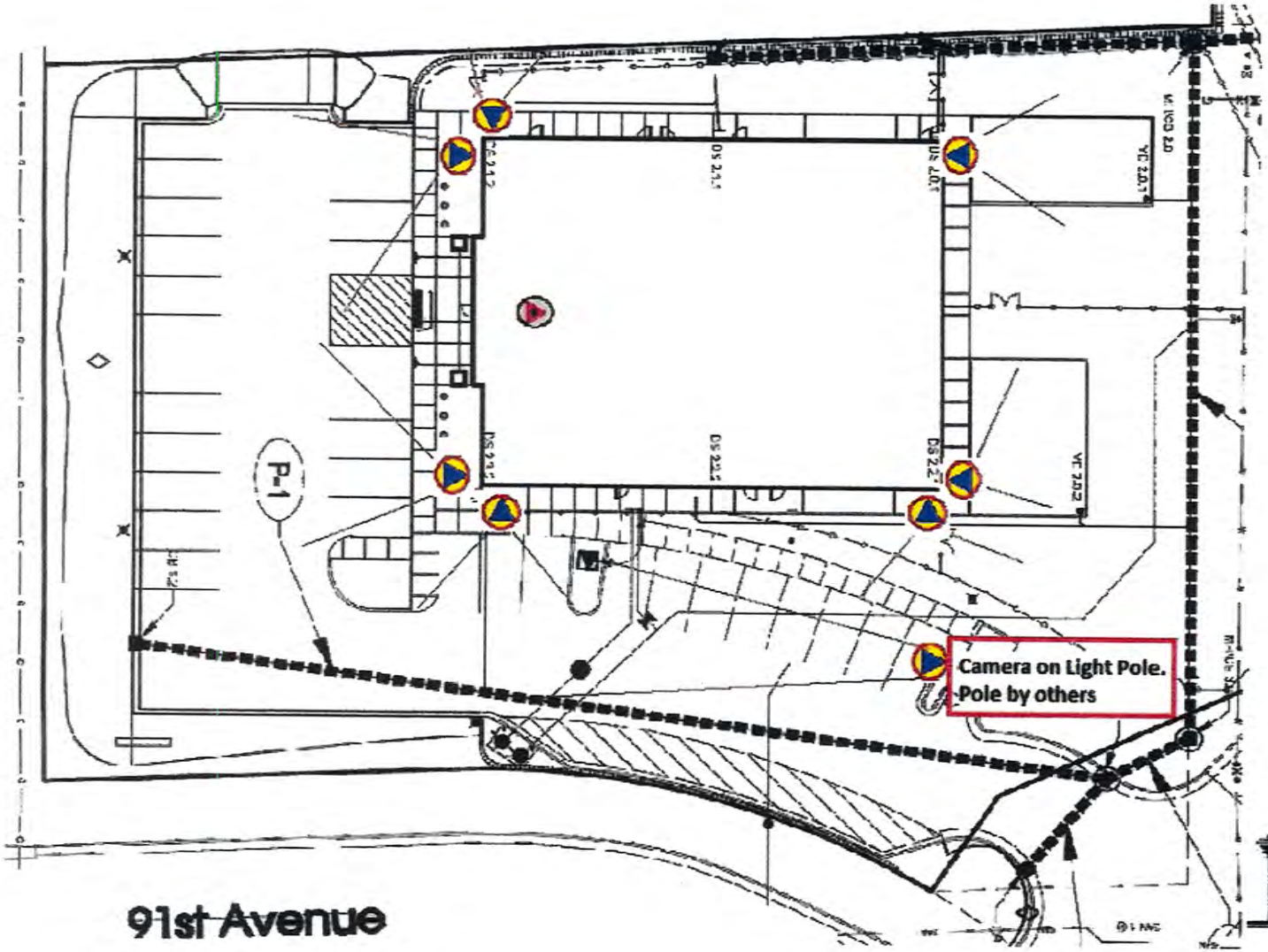
Channels	4,9, 16
All CIF (NTSC / PAL)	120/100
All 2 CIF (NTSC / PAL)	120/100
All D1 (NTSC / PAL)	120/100
Camera Inputs	4 BNC-F (NTSC/PAL automatic selection)
Looping Camera Outputs	One per camera input (BNC)
Video Outputs	VGA (800x600/1280x1024) or BNC
Call Monitor	BNC multiview/event controlled
USB	2 USB 2.0 ports (1 front panel, 1 back panel)
Built-in DVD Burner	Slim Type DVD Burner (Optional)
Hot-Swappable Bays	Yes
Hard Drive Support	2 internal SATA HDDs
Hard Drive Max	6 TB
External Hard Drive	1 eSATA (except hot-swap models) optional EDA450 w/ up to 4 additional HDDs
Network Protocol	10/100/1000Mb Ethernet; TCP-IP/DHCP/PPPoE/DDNS/SMTP/SSL/ POP3/HTTP/NTP
Audio Input	4 RCA Inputs
Audio Output	1 RCA Output
RS-232	Yes 9-pin D-Sub socket (male)
RS-485	Terminal connector
Compression Format	H.264
OS	Embedded Linux
Pentaplex Operation	Simultaneous Live, Recording, Playback, Archive, and Remote viewing
User Interface	GUI (Graphical User Interface)
User Access	3 Levels of User Access Supported (Local/Remote)
Mobile Viewing	Live view on PDA or smart phone browsers, plus various web browsers & MobileFocus FREE apps for IPhone & Android
2x/4x Live/Playback Zoom	Yes
Dual Live Web Interface Streaming (Main/Sub)	Yes
Sub Stream Option (H.264/MJPEG)	Yes
Playback Search	Date/Time, Event, Smart, Snapshot
Event Log	Yes
Watch Dog Timer	Yes
Smart Search	Yes
Snapshot Search	Yes
Remote/Quick Archive	Yes
Motion Detection	Yes
Video Loss Detection	Yes
Schedule Setting	Express and Advanced Schedule Setting Tools
2-Way Audio	Yes, via web interface
Recording Mode	Continuous, Event and Schedule
Video Pause	Yes
Web Interface Snapshot	Yes
Remote Reboot	Yes
Event E-mail Notification	Yes
Control PTZ via OSD	Yes
PTZ Alarm Mode Trigger	Yes
Supported PTZ Protocols	EverFocus, Pelco D, Pelco P, Samsung, Transparent
Language Support	English, Russian,Traditional Chinese, Modern Chinese, Japanese, French, German, Hungarian, Italian, Dutch, Spanish, Turkish, Polish, Norwegian, Czech, Macedonia, Greek, Finnish, Swedish
Alarm-In	4 terminal connectors
Alarm-Out	4 terminal connector NO/NC (form "C" - rated: 12VDC @ 1A)
Power Source	External power supply (110-240VAC input/12V DC output)
Temp (F I C)	32°F~104°F(20-80% humidity) I 0°C~40°C
Dimensions (in I mm)	13.89" x 13.96" x 3.06" I 353 x 354.8 x 70.6mm
Certifications	CE, FCC, UL

Ordering Info

ECOR264-4X1/500: 4 Ch., 500 GB, DVD
ECOR264-4X1/1T: 4 Ch., 1 TB, DVD
ECOR264-4X/2T: 4 Ch., 2 TB, DVD
ECOR264-4X1/4T: 4 Ch., 4 TB, DVD

ECOR264-9X1/500: 9 Ch., 500GB, DVD
ECOR264-9X1/1T: 9 Ch., 1 TB, DVD
ECOR264-9X1/2T: 9 Ch., 2 TB, DVD
ECOR264-9X1/4T: 9 Ch., 4 TB, DVD

ECOR264-16X1/500: 16 Ch., 500 GB, DVD
ECOR264-16X1/1T: 16 Ch., 1 TB, DVD
ECOR264-16X1/2T: 16 Ch., 2 TB, DVD
ECOR264-16X1/4T: 16 Ch., 4 TB, DVD



GODDARD SCHOOL
PLEASANT PRARIE

e Bockler
dian Protection Services
923 1676
kler@gpsx.net

Job Name: Goddard Pleasant Prarie

Prospect #

Date 3/18/13 | Revison # 1

Equipment key code

= 7 Exterior Dome Cameras

= 1 Interior Camera

GUARDIAN protection services

The information, data and drawings embodied in this security system design are strictly confidential and are supplied with the understanding that they will t held confidential and not disclosed to third parties without the prior written consent of Guardian Protection Services and Steve Bockler and their agents.

BEAR DEVELOPMENT
4011 80th Street, Kenosha, WI 53142
Phone: (262) 842-0483 Fax: (262) 842-0449

RECEIVED
FEB 23 2013
Village of Pleasant Prairie

Feb 22nd, 2013

Village of Pleasant Prairie
Attn: Jean Werbie-Harris – Community Development
9915 39th Ave
Pleasant Prairie, WI 53158

RE: Comprehensive Land Use Plan Amendment
Parcel # 91-4-122-054-0320

Dear Mrs. Werbie-Harris,

The purpose of this letter is to formally request to amend the Village Comprehensive Land Use Plan. Please remove the Urban Reserve Designation from the above referenced property.

If additional information is needed as part of this request please do not hesitate to contact me at the number below.

Thank You,

Jonah Hetland
Bear Development, LLC
262-842-0483

RECEIVED
FEB 23 2013
Village of Pleasant Prairie

Filed _____ 20__ Published _____ 20__
Public Hearing _____ 20__ _____ 20__
Fee Paid _____ 20__ Approved _____ 20__
Notices Mailed _____ 20__ Denied _____ 20__

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
ZONING MAP AND TEXT AMENDMENT APPLICATION

To: Village Plan Commission & Village Board of Trustees of the Village of Pleasant Prairie:

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present B-2 (UHO) District(s) to B-2 (PUD) District(s). The property petitioned to be rezoned is located at: 91st Ave + 75th St (address) and is legally described as follows: Lot 20 of Westfield Heights Subdivision Plat # 7540 being in the SE¼ of Sec 5, T1, R22E

Tax Parcel Number(s): 91-4-122-054-0320

The proposed use for this property is: Daycare Center

Petitioner's interest in the requested rezoning: To Accomodate proposed building

Compatibility with adjacent land uses: Commercial property abutting STH 50

I (We) are also requesting a Zoning Text Amendment to amend Section _____ of the Village Zoning Ordinance.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request to determine additional information that may be needed for this request.

I, (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

PROPERTY OWNER:

Print Name: _____
Signature: _____
Address: _____
_____
(City) (State) (Zip)
Phone: _____
Fax: _____
Email: _____
Date _____

OWNER'S AGENT:

Print Name: Jonah Hetland
Signature: [signature]
Address: 4015 80th St
Kenosha WI 53142
(City) (State) (Zip)
Phone: 262 842 0483
Fax: 262 942 3505
Email: Jonah@cmaofwi.com
Date: 2/22/13

VILLAGE OF PLEASANT PRAIRIE

VILLAGE OF PLEASANT PRAIRIE
SITE AND OPERATIONAL PLAN
AND CONDITIONAL USE PERMIT ZONING APPLICATION

USE THIS FORM FOR:
Tenants/Use changes proposing to occupy 50% or more of an existing commercial/industrial building.

To construct a **new** or addition to principal or accessory structure.

Use requires a Conditional Use Permit.

FOR OFFICE USE ONLY
Application Filed on _____ 20__
Preliminary Determination of Completeness on: _____ 20__
Revised Plans Submitted: _____ 20__
☐ Public Hearing Required: Hearing Date: _____, 20__ Published on: _____ and _____, 20__ Notices sent on: _____, 20__
Approved by ☐ Plan Commission on _____ 20__ ☐ Zoning Administrator on _____ 20__
Denied by ☐ Plan Commission on _____ 20__ ☐ Zoning Administrator on _____ 20__

SECTION 1: GENERAL INFORMATION

NAME OF BUSINESS: GODDARD SCHOOL PLEASANT PRAIRIE

SITE ADDRESS: WESTFIELD PLAZA, LOT 20, 91st AVENUE

BRIEF PROJECT DESCRIPTION: 8000 sf EARLY CHILDHOOD CARE AND EDUCATION FACILITY FOR INFANTS, TODDLERS AND PRE-SCHOOL CHILDREN RANGING IN AGE FROM 6 WEEKS to 6 YEARS OF AGE.

PROPOSED NUMBER OF FULL TIME EMPLOYEES: 20

PROPOSED NUMBER OF PART-TIME EMPLOYEES: _____

SITE SIZE: 56,784 **sq. ft.** 1.3 **acres**

PROPOSED BUILDING SIZE: 8,000 **sq.ft. HEIGHT:** 28'-0" **ft.**

PROPOSED ADDITION SIZE: N/A **sq.ft. HEIGHT:** N/A **ft.**

LEGAL DESCRIPTION: LOT 20 OF WESTFIELD HEIGHTS, A RECORDED PLAT, BEING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

TAX PARCEL NUMBER(S): TAX ID# 91-4-122-054-0319

CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: B-2 COMMUNITY BUSINESS

1. **Is a zoning map amendment proposed with this project?** ☐ **Yes** ☒ **No** w/ PUD OVERLAY
   - **If yes**, proposed Zoning Classification(s): _____
2. **Is a zoning text amendment proposed with this project?** ☒ **Yes** ☐ **No**
   - **If yes**, provide a copy of the proposed text amendment with this application

3. **If property is zoned M-1 or M-2, indicate the Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associated square footage for each classification:**

- ☐ **Factory Group F-1 (Moderate-hazard)** _____ sq ft
- ☐ **Factory Group F-2 (Low-hazard)** _____ sq ft
- ☐ **Storage Group S-1 (Moderate-hazard)** _____ sq ft
- ☐ **Storage Group S-2 (Low-hazard)** _____ sq ft
- ☐ **Business Group B** (N/A) _____ sq ft
- ☐ **High-Hazard Group H*** _____ sq ft
- ☐ **Other** _____ _____ sq ft
- ☐ **Other** _____ _____ sq ft

If Use and Occupancy Classification is High-Hazard Group H please provide a detailed written narrative that explains the specific use, quantity of storage and handling of the high hazard materials along with appropriate MSSD sheets with this application.

PUBLIC SERVICES:

1. **Is the property serviced by Public Sanitary Sewer?** ☒ **YES** ☐ **NO**
   - **If no,** the closest public sewer is located at _____
2. **Is the property serviced by Public Water?** ☒ **YES** ☐ **NO**
   - **If no,** the closest public water is located at _____
3. **Maximum number of gallons/minute of water expected to be used per day is:** _____.

THIS APPLICATION IS FOR A: **(check one)**

- ☐ **Preliminary Site and Operational Plan:** An applicant may apply for preliminary site and operational plan approval in connection with an erosion control permit application for early mass grading, or in connection with an early foundation permit, or for other good cause shown
- ☒ **New Site and Operational Plan**
- ☐ **Amendment to an existing Site and Operational Plan**
  - **Date of initial site and operational plan approval:** _____
  - **Date of each approved amendment:** _____

SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE

Are there any existing buildings on the site? ☐ **YES** ☒ **NO**

- **If yes,** provide an attachment that explains the current uses on the property and current uses in each building and if the use(s) is proposed to continue; and the gross floor area and height of each building.
- **If no,** what is the current use of the property? UNDEVELOPED

SECTION 3: PHOTOGRAPHS

Standard-sized photographs (not Polaroid) showing all aspects of the site (e.g. locations of proposed improvements, bodies of navigable water, wetlands, wooded areas, etc.) and of the exterior of structures or other site improvements, together with a statement regarding each photograph, which includes the date the photograph was taken, the location from which it was taken, the direction in which the camera was pointed, and a description of what is shown in the photograph. With respect to all existing signs, the applicant shall file photographs of all existing signs and shall specify in the written statement accompanying each such photograph and show the dimensions of such sign. Digital images are acceptable.

SECTION 4: CONDITIONAL USE

1. **Does the proposed project require a Conditional Use Permit?** ☐ **YES** ☒ **NO**
   - **If no** then skip to Section 5.
   - **If yes**, then continue with this Section.
2. **Are you amending an existing Conditional Use Permit?** ☐ **YES** ☒ **NO**
   - **If yes**, provide a copy of the Conditional Use Grant Document you are proposing to amend.
   - **If no**, continue with this Section.
3. If you answered **YES** to either question 1 or 2 above then this application shall include information as to how the proposed project will not impair an adequate supply of light and air to adjacent properties; increase danger of fire; cause traffic congestion or traffic circulation problems; create storm water flooding or drainage; create obnoxious odors, problems or otherwise endanger the public health, safety or welfare; will not hinder, harm or distract the provision of public services; and that the proposed project is not inherently inconsistent with either the district in which it is located or adjoining districts or neighborhoods as required pursuant to the Village Zoning Ordinance.

SECTION 5: NON-CONFORMING USE

1. **Is any use on the site a nonconforming use?** ☐ **YES** ☒ **NO**
   - **If no**, then skip to Section 7.
   - **If yes**, then continue with this section.
2. If you answered **YES** to question 1 above, prima facie proof of each element of legal nonconforming use status shall be submitted to the Village with this application (i.e. that the nonconforming use was legal in its inception, that the use was active and actual and not merely casual, occasional, incidental or accessory when it became nonconforming, that the use has been continuous with no gap of 12 or more consecutive months since it became nonconforming, that no building or structure housing the nonconforming use has been structurally repaired or altered to the extent of fifty (50) percent or more of its assessed value since the use became nonconforming, and that the use has not been changed in nature or physically extended or expanded since becoming nonconforming).

SECTION 6: PERFORMANCE STANDARDS

Pursuant to the Village Zoning Ordinance, any application for a permit under this ordinance or any use subject to the regulations and standards set forth in the Village Zoning Ordinance shall be accompanied by a sworn statement by the owner of the subject property that said property and use will be operated in accordance with the performance standards set forth in Section 420-38 of the Village Ordinance. Continued compliance with the regulations and standards is required. Violations of such standards shall remedied as required by the Village Zoning Ordinance.

No land or building in any district shall be operated in such a manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive or other hazard; noise or vibration, smoke, dust, dirt or other form of air pollution; water pollution; electrical, radioactive or other disturbances; glare; or other substance, condition or element (referred to herein as "dangerous or objectionable elements") in such amount as to adversely affect the surrounding area or premises; provided that any use permitted by this ordinance may be undertaken and maintained if it conforms to the regulations of this subsection limiting dangerous and objectionable elements at the specified point or points of the determination of their existence.

The Village may require additional information be submitted to ensure that the Village Performance Standards are being met.

SECTION 7: PLAN COMPONENTS

The application shall include a list of all documents, materials or information that are attached to and a part of the application form. Submit eight (8) full-sized and one (1) set reduced to 11" x 17" of all plans and other attachments shall be included as part of this application, except if a component has been waived or deferred in writing by the Village Zoning Administrator. **For specific details related to each of the required information and plans see the attachment entitled "*Plan Components and Related Standards*" in Section 420-57 of the Village Zoning Ordinance.**

- ☒ Application—Applicant, Site, Use, Project and Plan Information
- ☐ Application fee
- ☒ Operational plan
- ☒ Title sheet
- ☒ Survey
- ☒ Site plan
- ☒ Grading and drainage plan
- ☒ Building and fire protection plans
- ☒ Lighting plan
- ☒ Landscape and open space plan
- ☒ Signage plan
- ☒ Industrial/commercial waste survey
- ☒ Performance standards compliance
- ☐ Additional requirements, as determined by the Village Zoning Administrator, other appropriate Village staff members, or the Village Plan Commission, as appropriate.

Two or more plans may be combined, provided that all of the information submitted on the combined plan is clearly legible, but in no case shall the combined plans fail to show any of the information required for each individual plan as described below, unless such information is waived or deferred pursuant to the Zoning Ordinance.

SECTION 8: SIGNATURES

I,(We), hereby certify that all the above statements and all attachments submitted herewith are true and correct to the best of my knowledge. In addition I, (we) understand the requirements and procedures for Site and Operational Plan/Conditional Use Permit approval.

PROPERTY OWNER:

Name: Mills Enterprises, LLC (Please Print)

Signature:

Address: 4015 80th Street

Kenosha (City) WI (State) 53142 (Zip)

Phone: 262 842 0452

Fax: 262 842 0453

E-mail: smills@beardevelopment.com

Date 2/21/13

APPLICANT:

Name: DAVID CARBOL (Please Print)

Signature: David A. Cehl

Address: 600 52ND ST., SUITE 220

KENOSHA (City) WI (State) 53140 (Zip)

Phone: 262.652.2800

Fax: 262.652.2812

E-mail: davec@pidarchitects.com

Date: 2/22/13

Is the applicant the owner of the property? ☑ YES ☐ NO

If no, then either proof of the applicant's legal interest in the subject real property (e.g. accepted offer to purchase, lease, etc., which may be appropriately redacted to preserve confidential information) or written authorization signed by the owner for the applicant to act as the owner's agent in connection with the application shall be included with the application.

DEVELOPER (if Applicable)

Name: Bear Development (Please Print)

Signature:

Address: 4011 80th Street

Kenosha (City) WI (State) 53142 (Zip)

Phone: 262 842 0452

Fax: 262 842 0453

E-mail: SMills@beardevelopment.com

Date 2/21/13

USER OR OCCUPANT OF SITE:

Name: My Sunshine Real Estate, LLC dba The Goddard School (Please Print)

Signature:

Address: 1197 Windmere Cir

Antioch (City) IL (State) 60002 (Zip)

Phone: 847 804-1429

Fax:

E-mail: Sarahmay2002@gmail.com

Date: 2/22/13

Goddard School Pleasant Prairie – Operational Plan

1). Operational plan requirements:

a.) The Goddard School is a national early childhood care and education facility. Every franchise school is co-led by an on-site owner and education director who work together to implement the developmental and learning curriculum established by Goddard Systems, Inc. The facility educates and cares for infants, toddlers and preschool children ranging from 6 weeks to 6 years of age. The school provides safe and secure classrooms of strictly limited capacities, as well as providing age defined, enclosed play areas on site. Parents are required to escort their children through the secure building to the care of their teacher, and pick them up at the end of the school day. Adult admission to the building is pre-arranged, overseen by facility staff and further confirmed by fingerprint recognition security equipment. The facility is not operated during the evening or on weekends.

b.) There is currently a great demand for quality early childhood care and education in the region and this facility is meant to serve this population. Being a nationally operated school, there are a number of facilities located throughout northern Illinois. In the state of Wisconsin, there is only one facility located in Brookfield. Goddard sees the Pleasant Prairie site being of great value to better serve southeast Wisconsin, and views Pleasant Prairie as an ideal location.

c.) The Goddard School Pleasant Prairie proposes an 8,000 s.f. school building based on their GSI prototype.

d.) The Goddard School Pleasant Prairie hours of operation are to be 7:00 am to 6:00 pm weekdays, closed on weekends and holidays. No regular shipments; however, occasional UPS/FedEx deliveries occur during the business day. The owner typically purchases most of their supplies from warehouse stores like Sam's Club.

e.) Anticipated start-up would be January 2014. 20 employees at full capacity. There will never be more than 20 employees at the school at any one time. There will probably be a total of 30 different employees as some don't work 5 days a week.

f.) Anticipated number of shifts: 7am-4pm, 8am-5pm, 9am-6pm. There will never be more than 20 employees at the school at any one time.

g.) Anticipated maximum number of employees on site at any time of the day. 20.

h.) Number of anticipated students gathered in places of assembly. 132 children at full capacity; however, they will be in their individual rooms, not in places of assembly.

i.) Parking spaces required per this chapter. 420-50 Day care facility for children. 2 spaces [2], plus 1 space for every employee on the maximum shift [20]. A paved, unobstructed pickup space with adequate stacking area, or 1 space for every 6 children [132 max / 6 = 22]. 2 + 20 + 22 = 44 spaces + 2 ADA spaces.

j.) Number of parking spaces proposed: 33 parking spaces and 2 handicapped parking spaces. This is an ideal number for Goddard School. They have commissioned parking engineers to provide studies on existing prototype schools indicating that their parking counts never exceed their minimum requirement of 30 spaces. This is primarily due to the staggered attendance times of different aged

children and employees. While there is a spike in the beginning and end of the school day, 33 + 2 ADA spaces will serve their needs. Since Goddard requires all parents to escort children to their classrooms, a paved, unobstructed pickup space with stacking would not serve Goddard School. Please see attached Goddard Parking Study.

k.) Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks). Please see attached Goddard Parking Study.

l.) Anticipated daily average and maximum potential number of truck trips to and from the site – none. There is potential for UPS / FedEx to make occasional deliveries to the site, as well as garbage pickup.

m.) Types of goods and materials to be made, used or stored on site. N/A

n.) Types of equipment or machinery to be used on site: N/A.

o.) Types of solid or liquid waste materials which will require disposal: typical office quality trash.

p.) Method of handling, storing and disposing of solid or liquid waste materials: 4 cubic yard trash dumpster.

q.) Methods of providing site and building security other than the Village Police Department: Goddard will have closed circuit security cameras (accessible to VOPP Police Department), security system, silent alarming, fencing. Staff and biometric access control systems regulate passage of adults into the facility.

r.) Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well cared for and attractive condition: Goddard School Pleasant Prairie owner will contract with janitorial, landscaping and snow removal companies. Goddard staff inspect playground areas on a daily basis. GSI's Goddard Quality Assurance visits twice a year.

s.) Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts. As with any new development, there will be additional traffic to and from the site with peak activity in the early morning and end of day. Barring that, the site traffic will be relatively calm. Children playing on the playgrounds throughout the day in warm weather may make some noise, but they are supervised by staff the entire time. If playground noise should become a problem with neighboring sites, Goddard Staff would be willing to discuss the problem and come to a mutually acceptable conclusion.

t.) Local, county, state and federal permits or approvals required for the project. I am not aware of any requirements for the Goddard School

2.) Operational Plan Standards:

- Goddard School Pleasant Prairie agrees to abide by the operational plan standards outlined by the Village of Pleasant Prairie; items a.) through h.).

February 22, 2013

Village Hall
9915 39th Avenue
Pleasant Prairie, WI 53158

Re: Operational Plan Standards

To whom It may concern:

As the owner of the building of the proposed Goddard School, I agree to comply with the Village of Pleasant Prairie's Operational Plan Standards.

Sincerely,

S Hall

Sarah Hall
Manager
My Sunshine Real Estate, LLC.

Return to: Bruce Rabe
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144
Email: brabe@kenosha.org

Date Sent:_____

Date Due:_____

VILLAGE OF PLEASANT PRAIRIE
INDUSTRIAL WASTE SURVEY

To be submitted to the

Kenosha Water Utility

General Information

1. Facility Name: GODDARD SCHOOL PLEASANT PRAIRIE
2. Mailing Address: —
3. City, State, Zip Code: PLEASANT PRAIRIE, WI
4. Site Address: WESTFIELD PLAZA, LOT 20, 91st AVE.
5. Standard Industrial Classification Code (SIC): —
6. Name, Title and Telephone Number of the Authorized Representative and the Company Contact Person Responsible for Environmental Compliance.

Authorized Representative	*Company Contact*
Name: SARAH HALL	Name: (SAME)
Title: OWNER - GODDARD SCHOOL	Title:
Phone #: 847.804.1429	Phone #:

The authorized representative must be a president, secretary, treasurer, or vice-president of the corporation in charge of a principle business function, or general partner or proprietor, or an individual designated by the aforementioned corporate official. The designated individual must meet the following criteria: (1) the person must be responsible for the overall operation of the facilities from which discharges originate, (2) the person is authorized in writing, and (3) the written authorization is submitted to the POTW.

7. List All Environmental Control Permits Held by or for the Facility.

—

Operational Characteristics

1. Existing Number of Employees: Full Time 20 Part Time _____
2. Operational Schedule: Days/Wk 5 Hours/Day 11 # Shifts 1
3. Describe the nature of the business conducted at this facility (if more than one type ,of business or manufacturing takes place, list all activities): CHILD DAY CARE AND PRESCHOOL
4. List principal raw materials used: —
5. List products produced and the average rate of production: —
6. List types of wastes created during production and any by-products produced: GENERAL OFFICE RELATED TRASH
7. Estimate the quantity of water to be used by the facility during a six month period. Record the gallons of water anticipated by this facility. ~273,600 gallons.
   Indicate the source of the facility's water: Kenosha _____ Pleasant Prairie X
   Meter number or address assigned to water meter(s). TBD
8. Type of discharges: Continuous X Batch _____
   If batch was indicated, give the average frequency and approximate volume of any batch discharges: _____
9. Describe the uses of water at this facility: SANITARY, LANDSCAPE

Wastewater Information

1. A process wastewater IS any wastewater discharged other than for sanitary, non-contact cooling or boiler blow-down purposes. List activities which generate a process wastewater and the time and duration of each discharge.

Wastewater Producing Process	Time and Duration of Discharges
—	—

2. For each process wastewater stream list all the materials and pollutants which to believe may be present in the discharge.

3. Contact cooling water is cooling water that during the process comes into contact with process material, thereby becoming contaminated. Non-contact cooling water does not come into contact with process materials. Does this facility utilize cooling water? NO

4. Water volume used and discharged to sanitary sewer. A review of previous water usage bills may be helpful in assigning values to the following flows. If sanitary flow is not metered, provide an estimate based on 20 gallons per day fir each employee (i.e. water balance).

	Gallons per Day Consumed	Gallons per Day Discharges	Type of Wastewater Discharge (Continuous, Batch, None)
Sanitary Usage	2280 gal		DAYCARE @ 15 gal/person/day x 152 occ.
Process Wastewater Usage			
Cooling Water Usage			
Other Usage			
Total Volume			

5. Describe all locations where wastewaters enter the collection system
AT SANITARY FIXTURES

6. Is there a sampling manhole on site? No X Yes ____
If yes, describe the locations: ____

7. Are sanitary and process wastewaters separated? N/A No ____ Yes ____

8. Is boiler blowdown water discharged to the sanitary sewer? No X Yes ____

9. Does your facility haul any process wastewater? No X Yes ____

Compliance Information

1. Is there any usage of toxic compounds at the facility? No X Yes ____
If yes, list and use check list on last page.

2. Are there any floor drains in the manufacturing or chemical storage area? No X Yes ____

3. Is there a Spill Prevention Control and Countermeasure Plan in effect for this facility?
No X Yes ____ If yes, describe procedure: N/A

5. Is any form of waste water pretreatment practiced at this facility? No X Yes _____

If yes, describe: _____

6. List any specific pretreatment standards that apply to this facility: N/A

7. If pretreatment standards are not being met on a consistent basis, describe what additional and maintenance or pretreatment must be performed to achieve compliance.

N/A

8. State the estimated timetable (compliance schedule) for the implementation of additional operations and maintenance or for the commencement and completion of major events leading to the construction and operation of the pretreatment facilities required to achieve compliance.

N/A

Submissions

Include a schematic (print) of the facility that shows the water intake points(s), existing sanitary sewer, discharge points (connection(s) to sanitary collection system), and direction of wastewater flows at the facility. Provide a diagram of water flow through any processes that use water for any purpose.

Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate this information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Sarah Hall
Print Name: Authorized Representative

S Hall
Signature: Authorized Representative

Owner - Goddard School
Title

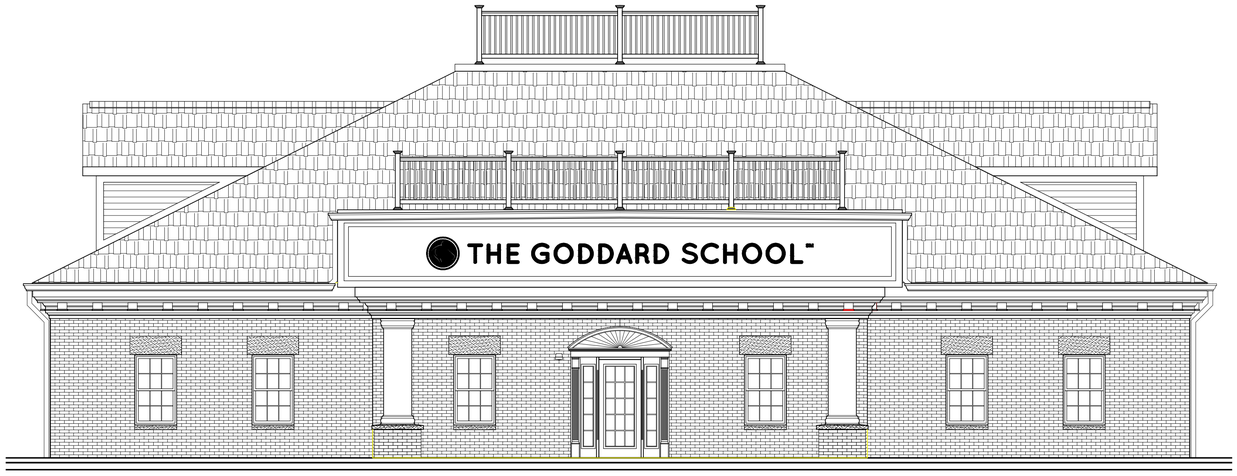
2/22/13
Date

Appendix
Toxic Pollutants Listed in 40CFP 307(a)

Known Absent	Suspected Present	Known Present	Polluntant
			1 Acenaphthene
			2 Acrolein
			3 Acrylonitrile
			4 Aldrin/Dieldrin
			5 Antimony and compounds
			6 Arsenic and compounds
			7 Asbestos
			8 Benzene
			9 Benzidine
			10 Beryllium and compounds
			11 Cadmium and compounds
			12 Carbon tetrachloride
			13 Chlordane
			14 Chlorinated benzenes
			15 Chlorinated ethanes
			16 Chlorinalkyl ethers
			17 Chlorinated naphthalene
			18 Chlorinated phenols
			19 Chlorofoffi1
			20 2-chlorophenol
			21 Chromium and compounds
			22 Copper and compounds
			23 Cyanides
			24 DDT and metabolites
			25 Dichlorobenzenes
			26 Dichlorobenzidine
			27 Dichloroethylenes
			28 2,4-dichlorophenol
			29 Dichloropropane & Dichloropropene
			30 2,4-dimethylphenol
			31 Dinitrotoluene
			32 Diphenylhydrazine
			33 Endosulfan and metabolites

Known Absent	Suspected Present	Known Present	Polluntant
			34 Endrin and metabolites
			35 Ethylbenzene
			36 Fluoranthene
			37 Haloethers
			38 Halomethanes
			39 Heptachlor and metabolites
			40 Hexachlorobutadiene
			41 Hexachlorocyclopentadiene
			42 Hexachlorocyclohexane
			43 Isophrone
			44 Lead and compounds
			45 Mercury and compounds
			46 Naphthalene
			47 Nickel and compounds
			48 Nitrobenzene
			49 Nitrophenols
			50 Nitrosamines
			51 Pentachlorophenol
			52 Phenol
			53 Phthalate esters
			54 Polychlorinated biphenyls (PCBs)
			55 Polynuclear aromatic hydrocarbon
			56 Selenium and compounds'
			57 Silver and compounds
			58 2,3,7,8-Tetrachlorodibenzo- p-dioxin (TCDD)
			59 Tetrachloroethylene
			60 Thallium and compounds
			61 Toluene
			62 Toxaphene
			63 Trichloroethylene
			64 Vinyl chloride
			65 Zinc and compounds

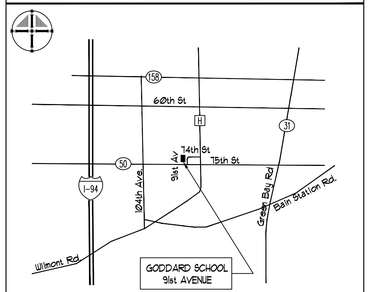
THE
GODDARD SCHOOL℠
FOR EARLY CHILDHOOD DEVELOPMENT



GODDARD SCHOOL
PLEASANT PRAIRIE

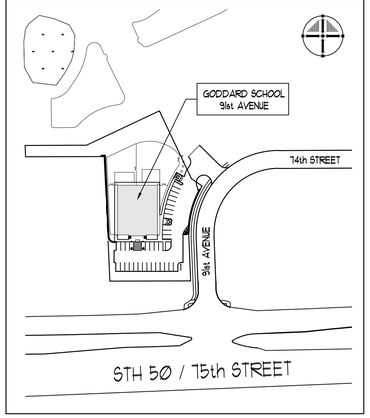
SITE & OPERATIONAL PLAN REVIEW

LOCATION MAP



PLEASANT PRAIRIE, WI

KEY PLAN



SHEET INDEX

T1 TITLE SHEET

CIVIL
C-1 EXISTING CONDITIONS SURVEY
C-1.1 SITE CLEARING / DEMOLITION PLAN
C-2 SITE GRADING AND EROSION CONTROL PLAN
C-3 PAVEMENT GRADING PLAN
C-4 SITE UTILITY PLAN
C-5 STORM SEWER PLAN
C-6 TYPICAL SECTIONS & CONSTRUCTION DETAILS
C-7 TYPICAL SECTIONS & CONSTRUCTION DETAILS
C-8 TYPICAL SECTIONS & CONSTRUCTION DETAILS
C-9 TYPICAL SECTIONS & CONSTRUCTION DETAILS

LANDSCAPE
L1 LANDSCAPE PLAN

ARCHITECTURAL
A1.1 ARCHITECTURAL SITE PLAN
A3.1 FLOOR PLAN AND ROOF PLAN
A4.1 BUILDING ELEVATIONS

ELECTRICAL
E1.0 SITE LIGHTING PLAN
E2.0 LIGHTING FIXTURE SCHEDULE DETAILS
E3.0 LIGHTING ENERGY CALCULATIONS, LIGHTING CUT SHEETS

PROJECT DATA

LEGAL DESCRIPTION:
- TAX ID# 91-4-121-254-0213. LOT 20 OF WESTFIELD HEIGHTS, A RECORDED PLAT, BEING IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SUMMARY CHART:

- TOTAL PARCEL AREA:	56,784 S.F.	1.3 ACRES	100%
- OPEN SPACE:	24,119 S.F.	0.55 ACRES	42.5%
- IMPERVIOUS AREA:	32,665 S.F.	0.75 ACRES	57.5%
- BUILDING AREA:	8,251 S.F.		
- PARKING LOT AREA	14,016 S.F.		
- PARKING SPACES:		32 SPACES	
- HANDICAPPED ACCESSIBLE PARKING SPACES:		2 ADA SPACES	
- TOTAL ON-SITE PARKING:		34 SPACES	

NOTES:
- THE BUILDING SHALL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM IN COMPLIANCE WITH NFPA 13.

- "PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD."

- THIS PARCEL AND BUILDING SHALL COMPLY WITH ALL REQUIREMENTS OF BARRIER-FREE DESIGN.

- MODEL 4400 KNOX BOX SHALL BE PROVIDED FOR THE BUILDING. DETERMINATION OF THE EXACT NUMBER AND LOCATION(S) SHALL BE MADE DURING THE PRE-CONSTRUCTION MEETING. TWO SETS OF ALL KEYS SHALL BE PLACED WITHIN THE BOX, AS WELL AS A COPY OF THE PRE-FIRE PLAN.

- A MINIMUM OF (1) ONE KNOX BOX DESIGNED FOR MSDS STORAGE SHALL BE INSTALLED WITHIN THE MECHANICAL ROOM.

CHILD CARE FACILITY DATA

PROJECT BUILDING CODE DATA

OCCUPANCY:	IBC GROUP I-4 - CHILD CARE FACILITY - IBC 308.5.2		
CONSTRUCTION TYPE:	IBC TYPE V-B - ANY CONSTRUCTION PERMITTED BY IBC		
	ALLOWED:	PROVIDED:	
SPRINKLER SYSTEM:	REQUIRED FOR GROUP I-4 BY IBC 903.2.2	FULLY PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM	
BUILDING AREA:	IBC TABLE 503 ALLOWS 9,500 SQUARE FEET BASE AREA. INCREASES PERMITTED BY IBC SECTION 506 PERMIT A TOTAL OF 45,125 SQUARE FEET ALLOWED	8,251 S.F. GROSS BUILDING AREA 8,068 S.F. NET BUILDING AREA 5,382 S.F. NET CLASSROOM AREA	
BUILDING HEIGHT:	IBC TABLE 503 ALLOWS 1 STORY AND 40 FEET PLUS AN INCREASE OF 1 STORY AND 20 FEET PER IBC 504.2	2 STORY PROVIDED. HEIGHT IS 28'-0" FROM GRADE TO HIGHEST PORTION OF ROOF PER IBC 502.1	
ROOF STRUCTURES:	IBC 504.3 PERMITS COMBUSTIBLE ROOF STRUCTURES HEIGHTS OF UP TO 20 FEET ABOVE ALLOWABLE BUILDING HEIGHT.	ORNAMENTAL RAILING ABOVE ROOF LINE IS LESS THAN 20 FEET.	
OCCUPANT LOAD:	IBC TABLE 1003.2.2.2 EDUCATIONAL - DAY CARE @ 20 NSF PER PERSON 5,038 / 20 = 252 PERSONS ALLOWABLE.	132 CHILDREN PLUS 20 STAFF = 152 PERSONS	
NUMBER OF EXITS:	BUILDING: 2 EXITS PER IBC TABLE 1004.2.1 CLASSROOMS: 1 EXIT PER IBC TABLE 1004.2.1	2 PRIMARY BUILDING EXITS PROVIDED 2 ADDITIONAL EXITS PROVIDED FOR EACH CLASSROOM (1 OUTDOOR; 1 CORRIDOR) TOTAL OF 11 DIRECT OUTDOOR EXITS	
MAX. EXIT DISTANCE	250 FEET PER IBC TABLE 1004.2.4 WITH SPRINKLER	110 FEET MAXIMUM TRAVEL DISTANCE	
CORRIDOR WIDTH:	44 INCHES PER IBC 1004.3.2.2; EXCEPTIONS NOS. 4 & 5 DO NOT APPLY BECAUSE CORRIDOR EGRESS CAPACITY DOES NOT EXCEED 100 PESONS	58 INCHES PROVIDED - CRIB EGRESS AND CLASSROOM EGRESSES PROVIDED WITH DIRECT OUTDOOR EGRESS WITHOUT NEED TO USE CORRIDOR	
CORRIDOR FIRE RESISTANCE:	CORRIDOR FIRE RESISTANCE RATING NOT REQUIRED PER IBC 1004.3.2.1; EXCEPTION NO. 1	CORRIDOR WALLS NOT FIRE RATED	
SAFETY GLAZING:	REQUIRED ONLY IN HAZARDOUS AREAS LISTED IN IBC 2406.2	ALL GLAZING IS SAFETY TEMPERED GLAZING MEETING CPSC 16 CFR 1201 OR ANSI Z97.1	
INTERIOR FINISHES:	CLASS B AND C FINISHES PERMITTED THROUGHOUT PER IBC TABLE 803.4	FRP WALL COVERINGS: CLASS A CARPET FOR FLOORS: CLASS A VINYL FLOOR TILE: CLASS A RESILIENT SHEET FLOORING CLASS A ACOUSTIC CEILING TILE: CLASS A VINYL COVERED CEILING TILE: CLASS A	

CLIENT:
MY SUNSHINE REAL ESTATE LLC
1191 WINDMERE CIRCLE
ANTIOCH, IL 60002
PHONE: 8478041429
E-MAIL: SARAHMAY2002@GMAIL.COM
ATTN: SARAH HALL

DEVELOPER:
BEAR DEVELOPMENT
4015 80th STREET, SUITE 'A'
KENOSHA, WISCONSIN 53142
PHONE: 2626412453
FAX: 2626412453
ATTN: S.R. MILLS

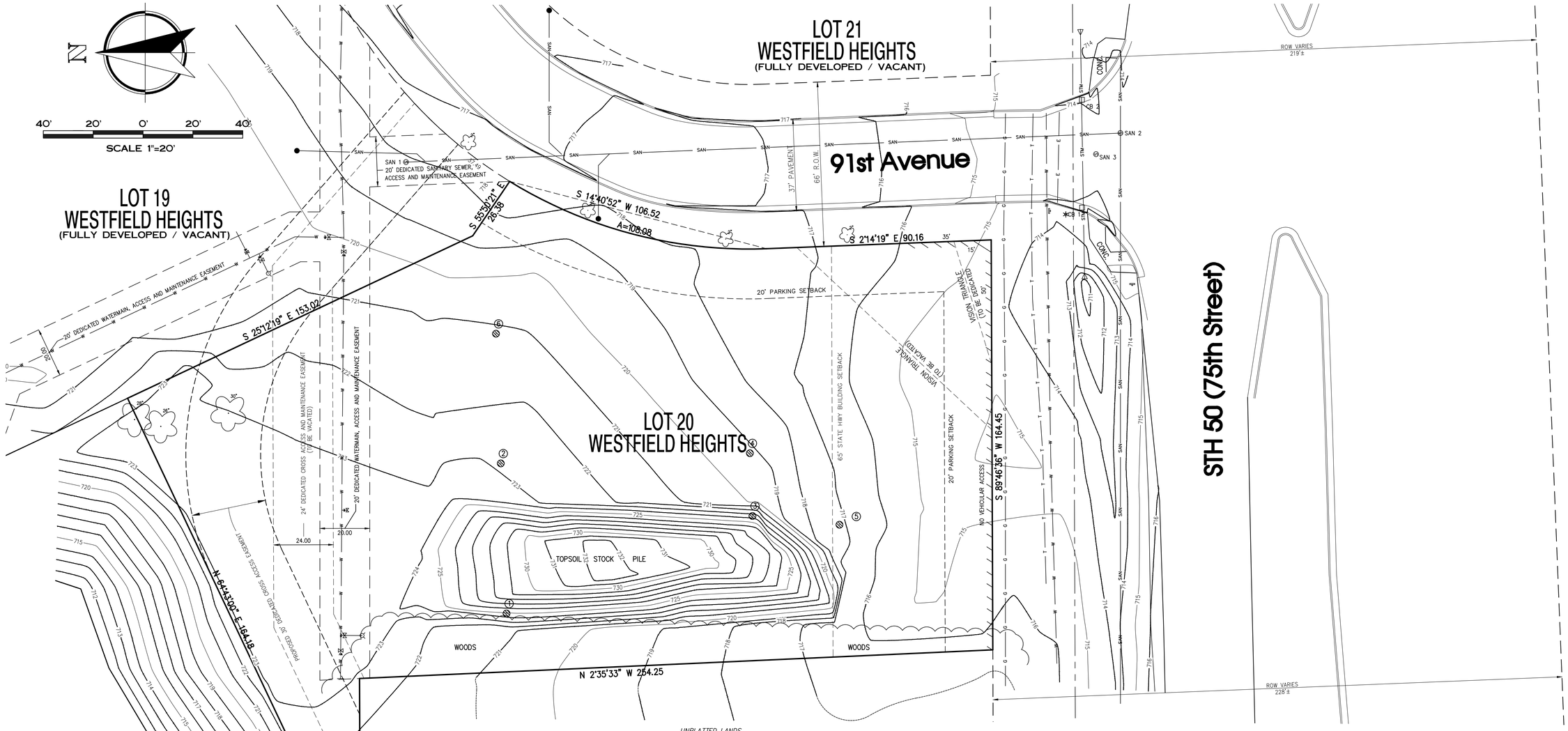
ARCHITECT:
PARTNERS IN DESIGN ARCHITECTS
600 52nd STREET, SUITE 220
KENOSHA, WISCONSIN 53140
PHONE: 2626521800
FAX: 2626521282
ATTN: MARK A. MOLINARO, JR, AIA
DAVID A. CARBOL

CIVIL ENGINEER:
NIELSEN MADSEN & BARBER SC
1339 WASHINGTON AVENUE
RACINE, WISCONSIN 53401
PHONE: 2626345588
FAX: 2626345824
ATTN: MARK EBERLE

ELECTRICAL ENGINEER:
ELECTRICAL CONTRACTORS, INC.
6402 32ND AVENUE
KENOSHA, WISCONSIN 53142
PHONE: 2626542010
FAX: 2626581171
ATTN: DAVE HANSON, P.E.

MECHANICAL & PLUMBING ENGINEER:
SOUTHPORT ENGINEERED SYSTEMS
6919 51st STREET
KENOSHA, WISCONSIN 53144
PHONE: 2626546630
FAX: 2626546404
ATTN: TIM PANN, P.E.

GODDARD SCHOOL
PLEASANT PRAIRIE
SITE & OPERATIONAL PLAN REVIEW
DATE: 04.22.13
NUMBER: 161.12.142



PRECONSTRUCTION NOTE

CONTRACTORS SHALL NOT CALL ENGINEER, ARCHITECT OR OWNER DURING THE BIDDING PROCESS

PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING (OWNER'S ARCHITECT / REPRESENTATIVE, OWNER'S ENGINEER, GENERAL CONTRACTOR, VILLAGE ENGINEER, VILLAGE BUILDING INSPECTOR, FIRE & RESCUE INSPECTOR, IT/DSIS INSPECTOR AND ZONING ADMINISTRATOR) MUST BE SCHEDULED WITH THE VILLAGE. THE PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD.

BENCHMARKS

1. TOP OF LARGE COUPLING OF THE FIRE HYDRANT LOCATED ON THE NORTH SIDE OF STH "50" (75TH STREET) APPROXIMATELY 200'± EAST OF 91ST STREET. ELEVATION: 716.24
2. TOP OF LARGE COUPLING OF THE FIRE HYDRANT LOCATED ON THE NORTH SIDE OF 74TH STREET APPROXIMATELY 350'± EAST OF 91ST STREET. ELEVATION: 715.26

EXISTING UTILITY DATA

STM 1
RIM 715.66
IE. 15" E 709.56
IE. 15" SW 709.56

CB 1
RIM 713.82
IE. 15" E&W 710.22

CB 2
RIM 713.89
IE. 15" E&W 710.09

SAN 1
RIM 717.85
IE. 8" S 705.75

SAN 2
RIM 714.18
IE. 8" N 701.78
IE. 8" E&W 701.38

SAN 3
RIM 714.40
(LARGE FLOWS E)

LEGAL DESCRIPTION

Lot 20 of Westfield Heights, a recorded plat, being in the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. Tax ID #91-4-122-054-0319

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1027.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

LEGEND:

- STORM MANHOLE
- SANITARY MANHOLE
- CATCH BASIN
- SANITARY SEWER
- STORM SEWER
- DECIDUOUS TREE
- ELECTRIC LINE
- TELEPHONE LINE
- HYDRANT
- LIGHT POLE
- WATER VALVE
- GAS MAIN
- WATER MAIN
- SIGN
- EDGE OF WOODS
- NO VEHICULAR ACCESS
- SOIL BORINGS
- STORM ENDWALL
- SANITARY LATERAL MARKER BOARD

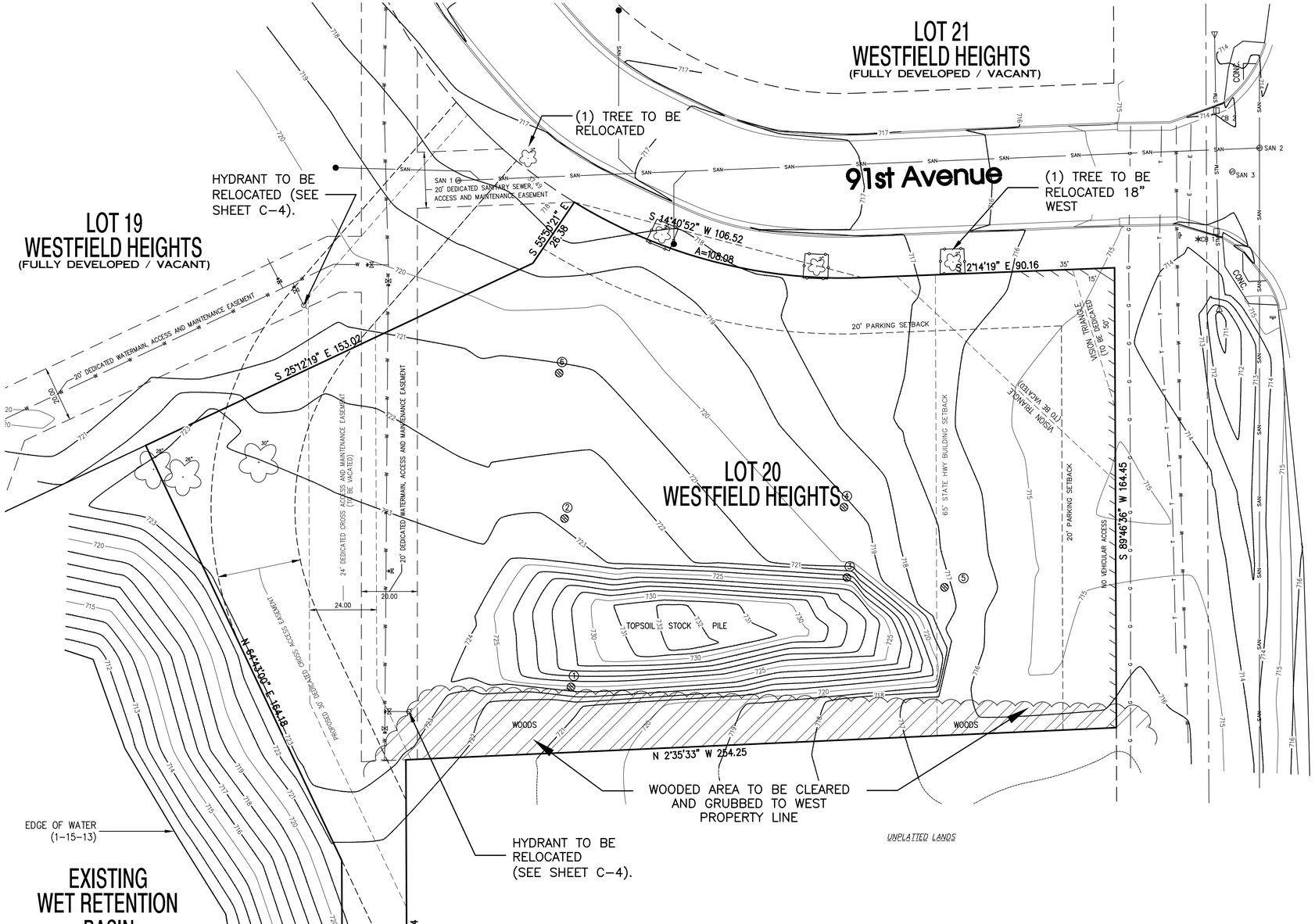
REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
9st Avenue, Pleasant Prairie, Wisconsin

EXISTING CONDITIONS SURVEY

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-1



BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1027.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

LEGEND:

STORM MANHOLE	SANITARY MANHOLE
CATCH BASIN	SANITARY SEWER
STORM SEWER	DECIDUOUS TREE
ELECTRIC LINE	TELEPHONE LINE
HYDRANT	LIGHT POLE
WATER VALVE	GAS MAIN
WATER MAIN	SIGN
EDGE OF WOODS	NO VEHICULAR ACCESS
SOIL BORINGS	STORM ENDWALL
TREE PRESERVATION FENCING	SANITARY LATERAL MARKER BOARD

DIGGERS HOTLINE
Call or (800) 242-8511
www.DiggersHotline.com

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

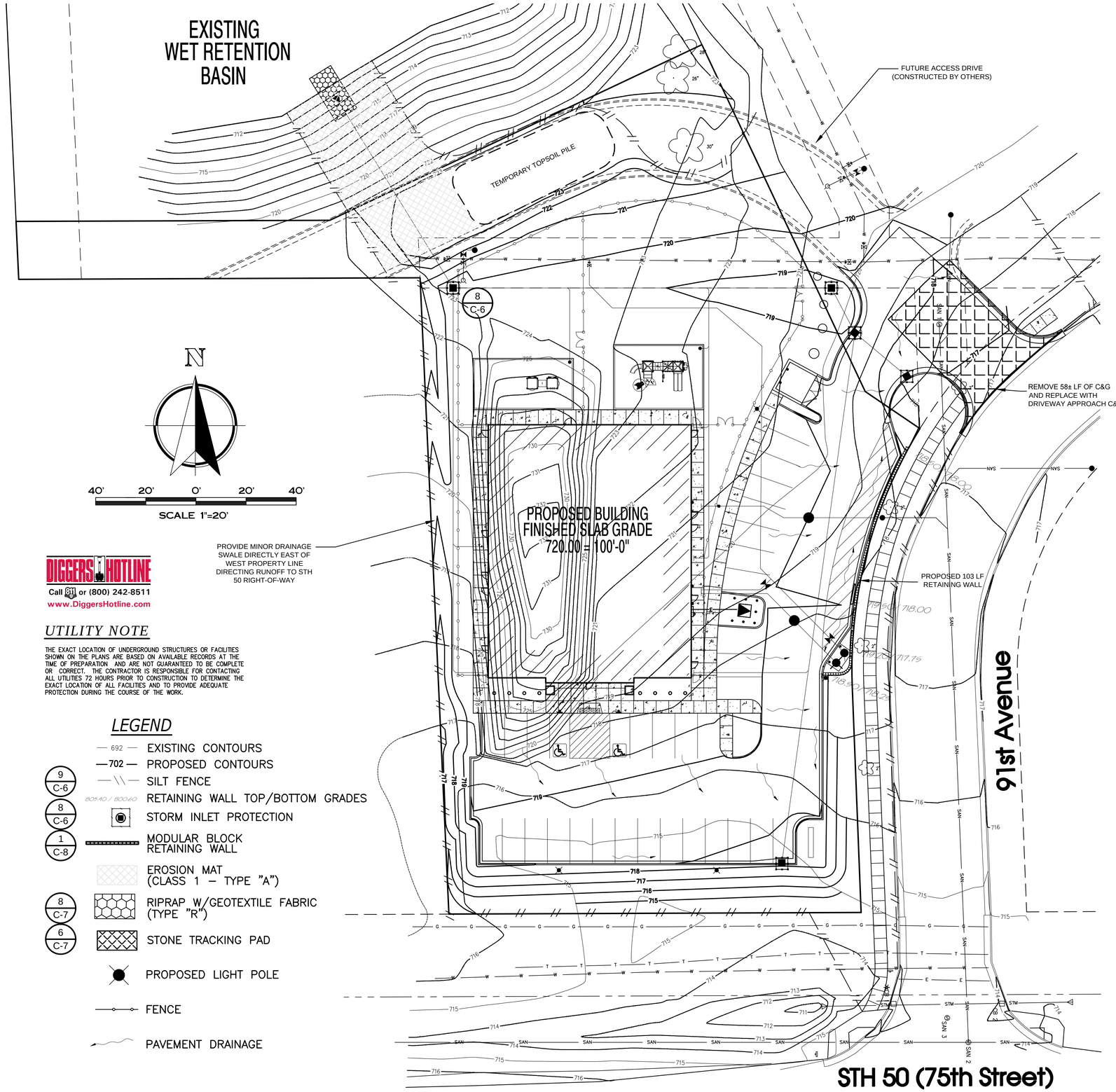
GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

SITE CLEARING / DEMOLITION PLAN

REVISIONS

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-1.1



PROVIDE MINOR DRAINAGE SWALE DIRECTLY EAST OF WEST PROPERTY LINE DIRECTING RUNOFF TO STH 50 RIGHT-OF-WAY

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- SILT FENCE
- 805.40 / 800.60 RETAINING WALL TOP/BOTTOM GRADES
- 9 C-6 — STORM INLET PROTECTION
- 8 C-6 — MODULAR BLOCK RETAINING WALL
- 1 C-8 — EROSION MAT (CLASS 1 – TYPE "A")
- 8 C-7 — RIPRAP W/GEOTEXTILE FABRIC (TYPE "R")
- 6 C-7 — STONE TRACKING PAD
- PROPOSED LIGHT POLE
- FENCE
- PAVEMENT DRAINAGE

GENERAL NOTES

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS".

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

SITE GRADING & SUB-GRADE PREPARATION

ALL EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED BUILDING PADS, PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE OWNER.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

FOR STRUCTURAL FILL DEPTHS LESS THAN 20 FEET, THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY STANDARD PROCTOR (ASTM D-698) WITH THE EXCEPTION OF THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL HAVE A MINIMUM IN-SITU DENSITY OF 100 PERCENT OF MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3±1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION.

UPON COMPLETION OF THE GRADING AND COMPACTION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER OR HIS REPRESENTATIVES.

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT ACTIVELY WORKED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK, RE-SPREAD SALVAGED TOPSOIL OR IMPORT TOPSOIL AS NECESSARY TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS. ALL DISTURBED AREAS SHALL BE RESTORED PER THE LANDSCAPE PLAN.

ANY TOPSOIL MATERIAL NOT BEING USED FOR THE PROJECT SHALL BE TRUCKED OFF-SITE AND NOT STOCKPILED ON ANY ADJACENT LOT(S).

EROSION CONTROL

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR), THE VILLAGE OF PLEASANT PRAIRIE OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT.

ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED. ADDITIONAL EROSION CONTROL MAY BE REQUIRED BY THE WDNR, OWNER, ENGINEER OR MUNICIPALITY TO MEET FIELD CONDITIONS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN SPS 360.21 OF THE WISCONSIN ADMINISTRATIVE CODE AND MAINTAINED PER SPS 360.22:

1. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:
   (A) AT LEAST WEEKLY.
   (B) WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD.

2. THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:
   (A) THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
   (B) A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

ALL PROPOSED STORM SEWER STRUCTURES AND ADJACENT EXISTING STORM INLETS SHALL HAVE A LAYER OF GEOTEXTILE FABRIC (TYPE "FF") INSTALLED BETWEEN THE FRAME & GRATE TO PREVENT SEDIMENT OR SILT FROM ENTERING THE SYSTEM. FILTER FABRIC SHALL BE INSPECTED BY THE CONTRACTOR EVERY 14 DAYS AND AFTER EACH RAINFALL AND REPLACED AS NEEDED.

ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE TREATED FOR SEDIMENT REMOVAL PRIOR TO DISCHARGE OFF-SITE. PUMPING OPERATIONS SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR BY OTHER WDNR APPROVED METHODS. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS.

A CONSTRUCTION TRACKING PAD SHALL BE INSTALLED AT THE SITE ENTRANCE TO PREVENT SOIL FROM BEING TRACKED ONTO ADJACENT PAVEMENTS AND PUBLIC ROADS. MAINTENANCE OF THE TRACKING PAD SHALL BE PERFORMED ACCORDING TO WDNR TECHNICAL STANDARD 1057. ALL TRACKED SOIL FROM THE CONSTRUCTION SITE SHALL BE COLLECTED FROM PAVED STREETS AT THE END OF EACH WORKING DAY. PERIODIC STREET SWEEPING SHALL BE CONDUCTED BY THE CONTRACTOR TO KEEP THE PUBLIC AND/OR PRIVATE ROADWAYS FREE OF DUST AND DIRT.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS).

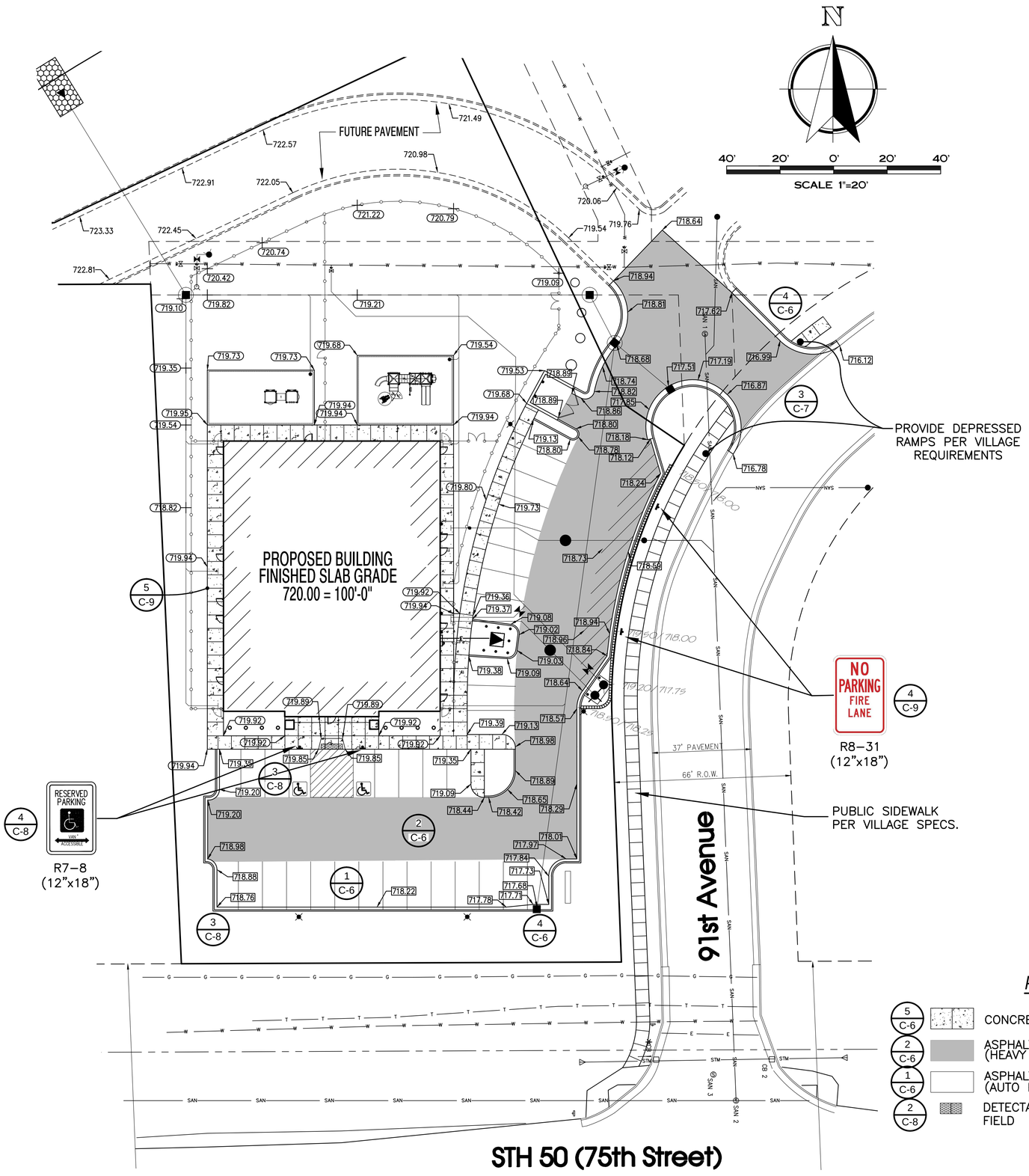
REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

SITE GRADING AND EROSION CONTROL PLAN

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-2



REFERENCES

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION , 2013 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) , 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

VILLAGE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CHAPTER 405 OF THE VILLAGE OF PLEASANT PRAIRIE MUNICIPAL CODE "PUBLIC IMPROVEMENT PROJECTS" , DATED DECEMBER 20, 2004, INCLUDED HEREIN AND REFERRED TO AS THE "VILLAGE SPECIFICATIONS."

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS".

* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

GENERAL NOTES

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION. .

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS".

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

PAVEMENT SPECIFICATIONS

DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT TYPE E-0.3 MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONCRETE FOR SIDEWALKS, CURB & GUTTER AND DRIVEWAY APRONS SHALL BE GRADE A-FA, AIR-ENTRAINED, AS SPECIFIED IN SUBSECTION 501.3.1 OF THE "STATE SPECIFICATIONS". ALL EXTERIOR CONCRETE SHALL BE "READY-MIXED" AND RECEIVE A BROOM FINISH. ALL CONCRETE WORK SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF SUBSECTION 415.2.4 OF THE "STATE SPECIFICATIONS".

CONCRETE SIDEWALKS SHALL BE FIVE INCHES (5") IN THICKNESS ON FIVE INCHES (5") OF DENSE AGGREGATE BASE COURSE AND BE CONSTRUCTED IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

CONCRETE PAVEMENT (TRASH ENCLOSURE / APRON) SHALL BE EIGHT INCHES (8") IN THICKNESS ON SIX INCHES (6") OF DENSE AGGREGATE BASE COURSE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

ALL CONCRETE CURB AND GUTTER SHALL BE 18" OR 30" VERTICAL FACE CURB CONFORMING TO THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SECTION 601 OF THE "STATE SPECIFICATIONS".

CONTRACTION JOINTS SHALL BE AT TEN-FOOT (10') INTERVALS FOR CURB AND GUTTER AND FIVE-FOOT (5') INTERVALS FOR FIVE-FOOT (5') WIDE SIDEWALK.

EXPANSION JOINTS SHALL BE PLACED AS OUTLINED IN SUBSECTION 601.3.6 OF THE "STATE SPECIFICATIONS". FILLER MATERIAL FOR EXPANSION JOINTS SHALL BE 1/2" FIBER MATERIAL.

CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLES, VALVE BOXES, ETC.) TO MATCH THE FINISHED GRADES OF THE AREA AFFECTED BY THE CONSTRUCTION.

PARKING LOT STRIPING AND HANDICAPPED ACCESSIBLE SYMBOLS SHALL BE INSTALLED WITH WISCONSIN DOT APPROVED TRAFFIC PAINT IN ACCORDANCE WITH SECTION 646 OF THE "STATE SPECIFICATIONS". ALL PARKING STALL STRIPING SHALL BE FOUR INCHES (4") IN WIDTH AND SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER.

PAVEMENT / GRADING LEGEND

- 5 C-6 — CONCRETE SIDEWALK
- 2 C-6 — ASPHALT PAVEMENT (HEAVY DUTY)
- 1 C-6 — ASPHALT PAVEMENT (AUTO PARKING)
- 2 C-8 — DETECTABLE WARNING FIELD
- 804.85 — FINISHED ASPHALT GRADES
- 804.85 — FINISHED ASPHALT GRADES (FUTURE)
- 804.85 — FINISHED SIDEWALK GRADES
- 804.85 — PROPOSED LANDSCAPE GRADE
- MODULAR BLOCK RETAINING WALL — 1 C-8

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

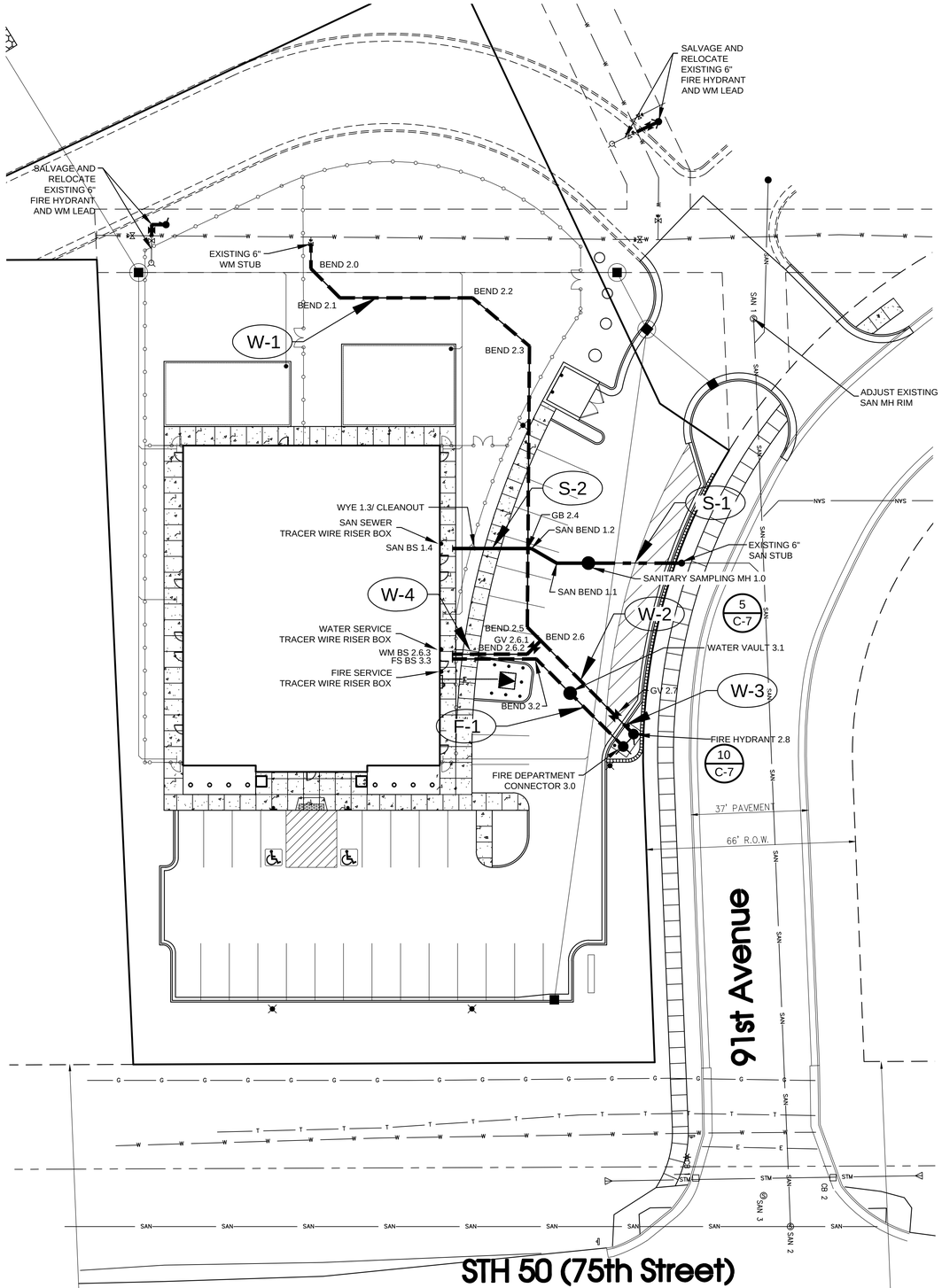
REVISIONS

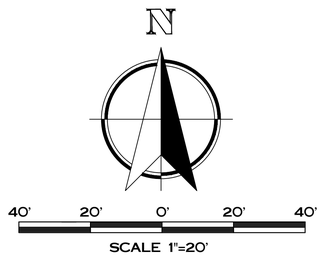
GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

PAVEMENT GRADING PLAN

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-3





SANITARY SEWER DATA

S-1: 29' - 6" PVC @ 20.31%
S-2: 44' - 6" PVC @ 7.03%

CONNECT TO EXISTING SANITARY STUB
I.E. 6" 705.2±

SAMPLING MANHOLE 1.0
RIM 719.20
I.E. 6" (E) 711.20
I.E. 6" (W) 711.40

SANITARY BEND 1.1 (45°)
I.E. 6" (E/NW) 712.10

SANITARY BEND 1.2 (45°)
I.E. 6" (SE/W) 712.75

WYE 1.3 / CLEANOUT
I.E. 6" (E/W) 714.01

SANITARY BUILDING STUB 1
I.E. 6" (E) 714.50

EX SAN MH 1
RIM 717.85 (EX)
RIM 718.55 (PROP)

WATER MAIN DATA

W-1: 150' - 6" PVC @ -1.87%
W-2: 64' - 6" PVC @ 4.94%
W-3: 8' - 6" PVC @ 1.00%
W-4: 30' - 6" PVC @ -0.93%
F-1: 65' - 4" D.I. @ 3.06%

CONNECT TO EXISTING 6" WATER SERVICE
I.E. 6" (S) 713.55±

BEND 2.0 (45°)
I.E. 6" (N/SE) 713.41

BEND 2.1 (45°)
I.E. 6" (NW/E) 713.17

BEND 2.2 (45°)
I.E. 6" (W/SE) 712.30

BEND 2.3 (45°)
I.E. 6" (NW/S) 711.86

GRADE BREAK 2.4
I.E. 6" (N/S) 710.75

BEND 2.5 (45°)
I.E. 6" (N/SE) 711.98

6x6 TEE 2.6
I.E. 6" (NW/SE) 712.28
I.E. 6" (SW) 712.28

GATE VALVE 2.7
I.E. 6" (NW/SE) 713.92

HYDRANT 2.8
FLANGE ELEV. - 719.25
CENTER OF LARGE COUPLING - 721.00
I.E. 6" (NW) 714.00

GATE VALVE 2.6.1
I.E. 6" 712.25

BEND 2.6.2 (45°)
I.E. 6" 712.22

WATER MAIN BUILDING STUB 2.6.3
I.E. 6" 712.00

FIRE DEPARTMENT CONNECTOR 3.0
CENTER OF 5" STORZ CONNECTION - 721.10
I.E. 4" (NW) 714.00

WATER VAULT 3.1
RIM 719.40
I.E. 4" (SE/NW) 714.00

WATER BEND 3.2 (45°)
I.E. 4" (SE/W) 712.81

BUILDING STUB 3.3 (REMOTE FIRE DEPARTMENT CONNECTOR)
I.E. 4" 712.00

UTILITY COORDINATION

THE EXACT LOCATION OF THE SANITARY SEWER LATERAL, DOMESTIC WATER LINE, FIRE PROTECTION LEAD, NATURAL GAS SERVICE, ELECTRIC, AND PHONE LINES (AS THEY ENTER THE BUILDING) SHALL BE PER THE ARCHITECTURAL OR MECHANICAL DRAWINGS.

FIRE PROTECTION NOTES

SIZING AND PERMITTING FOR THE FIRE PROTECTION MAIN SHALL BE COMPLETED BY A LICENSED WISCONSIN FIRE PROTECTION DESIGNER. THE CONTRACTOR SHALL CONFIRM THAT THE 6" WATER SERVICE PROPOSED MEETS THE REQUIRED FIRE PROTECTION DEMAND.

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

GENERAL NOTES

ALL APPLICATIONS AND CONNECTION FEES FOR SANITARY SEWER AND WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE EXISTING SYSTEMS.

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS".

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

SANITARY SEWER AND WATER MAIN SPECIFICATIONS

MATERIAL FOR SANITARY SEWERS AND WATER MAINS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (SPS) AND THE "VILLAGE SPECIFICATIONS".

ALL SANITARY SEWER, WATER MAIN AND FIRE PROTECTION LATERALS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

PROVIDE FIVE FEET (5') OF COVER OVER ALL SANITARY SEWERS AND SIX AND ONE HALF FEET (6-1/2') OF COVER OVER ALL WATER MAINS. MINIMUM HORIZONTAL SEPARATION OF UTILITY MAINS IS EIGHT FEET (8'). PROVIDE VERTICAL SEPARATION OF UTILITIES PER CODE.

THE CONTRACTOR SHALL PROVIDE 7 DAYS NOTICE TO THE VILLAGE OF PLEASANT PRAIRIE UTILITY DEPARTMENT BEFORE COMMENCING CONSTRUCTION ON ANY SEWER OR WATER MAIN IMPROVEMENTS.

THE CONTRACTOR SHALL CONTACT THE OWNER 24 HOURS PRIOR TO PROPOSED WATER MAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATER INFRASTRUCTURE SHALL BE MAINTAINED AND OPERATED BY OR IN THE PRESENCE OF THE VILLAGE.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 382.30(11)(h). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE SANITARY SEWER LATERALS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "SEWER" ON THE COVER. COLOR OF TRACE WIRE SHALL BE PER STATE SPECIFICATIONS.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS, HYDRANT LEADS, FIRE DEPARTMENT CONNECTION LEADS AND LATERALS PER SPS 382.40(8)(k). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "WATER" OR "FDC" ON THE COVER. COLOR OF TRACE WIRE SHALL BE PER STATE SPECIFICATIONS.

SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE SIX-INCH (6") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/P546 WITH RUBBER GASKETS. LATERAL CLEAN-OUT RISERS SHALL BE SIX INCH (6") DIAMETER WITH EIGHT INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED (SOD) GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO FINISHED GRADE AND COVERED WITH A SCREW ON CAP IF WITHIN A LANDSCAPED AREA OR A NEENAH R-3487 FRAME WITH A SOLID LID IF WITHIN A PAVED AREA.

SANITARY SEWER MANHOLES SHALL BE FORTY EIGHT INCH (48") DIAMETER PRECAST STRUCTURES, CONFORMING TO ASTM C478, WITH A NEENAH R-1580 TYPE "B" FRAME & COVER IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". MANHOLES LOCATED WITHIN PAVED AREAS SHALL BE CONSTRUCTED WITH TYPE I FRAME/CHIMNEY JOINTS PER "VILLAGE SPECIFICATIONS".

WATER MAIN AND LATERAL PIPE MATERIAL SHALL BE FOUR INCH (4") AND SIX INCH (6") PVC PIPE CLASS 150, DR 18 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". HYDRANT LEADS AND FIRE DEPARTMENT CONNECTOR LATERALS SHALL BE SIX INCH (6") AND FOUR INCH (4") POLY-ENCASED DUCTILE IRON PIPE CLASS 53 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-151 / ANSI 21.51 AND THE "VILLAGE SPECIFICATIONS".

RESILIENT WEDGE SEATED GATE VALVES CONFORMING TO AWWA C-509 SHALL BE USED FOR FOUR-INCH (4") TO EIGHT-INCH (8") APPLICATIONS. GATE VALVES SHALL BE WATEROUS "SERIES 500" AS MANUFACTURED BY AMERICAN FLOW CONTROL, CLOW F-6100 OR MUELLER A-2370-22 WITH A MINIMUM PRESSURE RATING OF 200 PSI. ALL VALVES SHALL BE MADE WITH STAINLESS STEEL NUTS AND BOLTS AND SHALL CLOSE CLOCKWISE WITH NON-RISING STEMS (GATE VALVE ONLY) AND A TWO-INCH (2") SQUARE TAPERED OPERATING NUT.

VALVE BOXES SHALL BE THREE-PIECE CAST-IRON SHAFT SCREW TYPE WITH A CAST IRON VALVE BOX COVER CLEARLY MARKED "WATER" AND SHALL BE NORTH AMERICAN, SIGMA OR STAR MADE ONLY PER THE "VILLAGE SPECIFICATIONS". VALVE BOX ADAPTERS SHALL BE MANUFACTURED BY ADAPTOR, INC., OR APPROVED EQUAL.

HYDRANTS SHALL CONFORM TO AWWA C-502 FOR DRY BARREL FIRE HYDRANTS AND SHALL BE RED IN COLOR WITH SILVER NOZZLE CAPS AND OPERATING NUT. HYDRANTS SHALL BE MUELLER CENTURION A-423 WITH KENOSHA THREADS .

THE FIRE DEPARTMENT CONNECTION (FDC) SHALL CONFORM TO THE "VILLAGE SPECIFICATIONS". THE FDC SHALL HAVE ONE (1) FIVE INCH (5") STORZ CONNECTION WHICH SHALL BE LABELED "AUTO SPRK". THE BOTTOM OF THE STORZ CONNECTION SHALL BE TWENTY FOUR INCHES (24") ABOVE FINISHED GRADE. THE FDC SHALL BE LOCATED A MAXIMUM OF FIVE FEET (5') FROM THE ADJACENT HYDRANT AND A MAXIMUM OF FIVE FEET (5') FROM THE PAVEMENT. THE FDC SHALL BE INSTALLED WITH A CHECK VALVE WITH BALL DRIP. THIS CHECK VALVE SHALL BE CONTAINED WITHIN A VAULT CONSISTING OF A MINIMUM FORTY-TWO INCH (42") DIAMETER MANHOLE. THE VAULT SHALL BE SET ON A MINIMUM OF FOUR INCHES (4") OF #2 STONE AND SHALL BE INSTALLED WITH A NEENAH R-1755-F2 FROST/WATER-TIGHT FRAME AND SOLID LID.

PUBLIC UTILITY NOTES

TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.

ELECTRICAL SERVICE TO BE COORDINATED WITH WE ENERGIES. EXACT LOCATION OF THE SERVICE ENTRANCE / METER TO BE COORDINATED WITH WE ENERGIES, THE MECHANICAL DESIGNER AND THE ARCHITECT.

SIX (6) INCH CONCRETE FILLED STEEL PIPE BOLLARDS SHALL BE INSTALLED TWO (2) FEET OUTWARD OF THE ELECTRICAL TRANSFORMER PAD AT FOUR (4) FOOT MAXIMUM SPACING MAKING SURE THAT THE BOLLARDS DO NOT INTERFERE WITH THE TRANSFORMER DOOR.

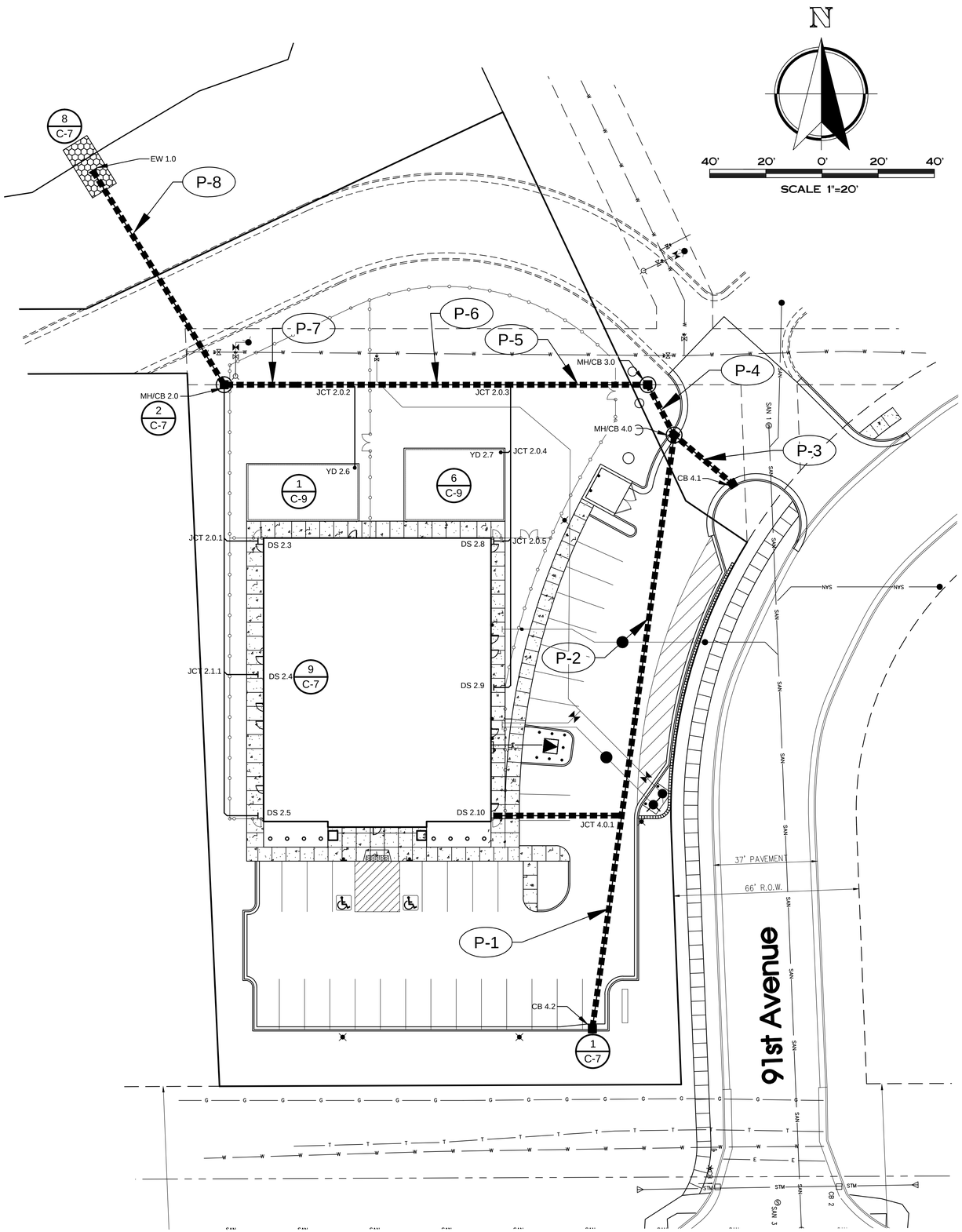
REVISIONS

GODDARD SCHOOL
91st Avenue, Pleasant Prairie, Wisconsin

SITE UTILITY PLAN

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-4



STORM SEWER DESIGN

P-1: 78' - 8" STM @ 0.52%
P-2: 136' - 8" STM @ 0.52%
P-3: 27' - 8" STM @ 1.04%
P-4: 20' - 12" STM @ 0.26%
P-5: 50' - 12" STM @ 0.26%
P-6: 56' - 12" STM @ 0.26%
P-7: 46' - 12" STM @ 0.26%
P-8: 90' - 15" STM @ 0.26%

THE ROOF DRAINAGE SYSTEM SURROUNDING THE BUILDING SHALL BE 6" PVC AT A MINIMUM SLOPE OF 1.04%. THE PIPES CONNECTING TO THE DOWNSPOUTS (DS) TO THE ROOF DRAINAGE SYSTEM SHALL BE 4" PVC AT A MINIMUM SLOPE OF 0.26%.

ENDWALL 1.0
I.E. 15" (SE) 711.87

MH/CB 2.0 (48")
RIM 719.23
I.E. 15" (NW) 712.10
I.E. 12" (E) 712.27
I.E. 6" (S) 714.78

MH/CB 3.0 (48")
RIM 718.34
I.E. 12" (W) 712.67
I.E. 12" (SE) 712.67

MH/CB 4.0 (48")
FLANGE 718.68
I.E. 12" (NW) 712.72
I.E. 8" (S) 712.89
I.E. 8" (SE) 712.89

CB 4.1 (24"x36")
FLANGE 717.51
I.E. 8" (NW) 713.51

CB 4.2 (24"x36")
FLANGE 717.68
I.E. 8" (N) 714.00

YARD DRAIN 2.6
I.E. 6" (N) 713.25

YARD DRAIN 2.7
I.E. 6" (E) 715.52

JUNCTION 2.0.1
I.E. 6" (N/S) 715.35
I.E. 4" (E) 715.68

JUNCTION 2.0.2
I.E. 12" (W/E) 712.44
I.E. 6" (S) 712.94

JUNCTION 2.0.3
I.E. 12" (W/E) 712.59
I.E. 6" (S) 713.04

JUNCTION 2.0.4
I.E. 6" (S/N) 715.52
I.E. 6" (W) 715.52

JUNCTION 2.0.5
I.E. 6" (S/N) 715.85
I.E. 4" (W) 716.18

JUNCTION 2.1.1
I.E. 6" (N/S) 715.84
I.E. 4" (E) 716.17

DOWNSPOUT 2.3
I.E. 4" (W) 715.71

DOWNSPOUT 2.4
I.E. 4" (W) 715.87

DOWNSPOUT 2.5
I.E. 4" (W) 716.00

DOWNSPOUT 2.8
I.E. 4" (E) 716.20

DOWNSPOUT 2.9
I.E. 4" (E) 716.00

DOWNSPOUT 2.10
I.E. 4" (E) 716.00

STORM SEWER LEGEND

STORM SEWER
ROOF DRAIN SYSTEM

UTILITY NOTE

THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

REFERENCES

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), 2009 EDITION WITH REVISIONS 1 AND 2 INCORPORATED.

LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 395, VILLAGE CODE OF ORDINANCES.

CHAPTER 405 OF THE VILLAGE OF PLEASANT PRAIRIE MUNICIPAL CODE "PUBLIC IMPROVEMENT PROJECTS", DATED DECEMBER 20, 2004, INCLUDED HEREIN AND REFERRED TO AS THE "VILLAGE SPECIFICATIONS."

ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS".

* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

* WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

GENERAL NOTES

CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER "VILLAGE SPECIFICATIONS".

AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

MATERIAL FOR STORM SEWERS AND ROOF DRAINAGE SYSTEMS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (SPS) REQUIREMENTS AND THE "VILLAGE SPECIFICATIONS".

ALL STORM SEWER AND ROOF DRAIN LEADS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

STORM SEWER SPECIFICATIONS

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE STORM SEWERS, ROOF DRAINS AND STORM BUILDING SEWER LATERALS PER SPS 382.36(7)(d)10. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE ROOF DRAIN LEADS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE DOWNSPOUT RISERS. COLOR OF TRACE WIRE SHALL BE PER STATE SPECIFICATIONS.

THE STORM SEWER SYSTEM (PIPES P-1 THRU P-8) WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14". ANY MATERIAL APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE AND THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES MAY BE USED AT THE SLOPES AND SIZES DESIGNED.

THE ROOF DRAINAGE SYSTEM SURROUNDING THE BUILDING SHALL BE 6" PVC AT A MINIMUM SLOPE OF 1.04%. THE PIPES CONNECTING TO THE DOWNSPOUTS (DS) SHALL ALL BE 4" PVC AT A MINIMUM SLOPE OF 0.26%. GREATER SLOPES THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THAT A MINIMUM OF FOUR FEET (4') OF COVER IS MAINTAINED OVER THE TOP OF THE PIPE.

STORM SEWER, ROOF DRAIN AND STORM BUILDING SEWER PIPE AND TUBING MATERIALS SHALL CONFORM TO SPS 384.30 OF THE WISCONSIN ADMINISTRATIVE CODE. REINFORCED CONCRETE PIPE (RCP) AND POLYVINYL CHLORIDE (PVC) MATERIALS SHALL BE SELECTED FROM TABLE 384.30-6. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MATERIAL (IF SELECTED) SHALL MEET THE REQUIREMENTS OF AASHTO M-252 FOR 4"-10" DIAMETER SIZES AND AASHTO M294 FOR 12"-48" DIAMETER SIZES.

BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

STORM SEWER MANHOLES (MH) AND MANHOLE CATCH BASINS (MH/CB) SHALL BE FORTY-EIGHT INCH (48") DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". MANHOLES AND MANHOLE CATCH BASINS SHALL BE FURNISHED WITH A NEENAH R-1580 FRAME & GRATE.

STORM SEWER CATCH BASINS (CB) INSTALLED WITHIN CURB & GUTTER SECTIONS SHALL BE TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" X 36") RECTANGULAR REINFORCED CONCRETE STRUCTURES FURNISHED WITH A NEENAH R-3067, TYPE "DL" FRAME & GRATE IN ACCORDANCE WITH THE DETAIL SHOWN ON THE "TYPICAL SECTIONS AND CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.

ALL STORM STRUCTURES, SHALL BE FURNISHED WITH A MINIMUM TWELVE INCH (12") SUMPS.

ENDWALL (E/W) 1.0 SHALL BE FURNISHED AND INSTALLED WITH A PIPE "OUTLET" GRATE MEETING THE REQUIREMENT OF CHAPTER 8.16.0 OF THE "STANDARD SPECIFICATIONS".

ALL STORM SEWERS, MANHOLES, MANHOLE/CATCH BASINS, CATCH BASINS AND INLETS SHALL BE CONSTRUCTED WITH WATER AND GAS TIGHT JOINTS IN CONFORMANCE WITH SPS 384.40.

REVISIONS

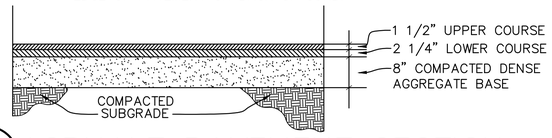
GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

STORM SEWER PLAN

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

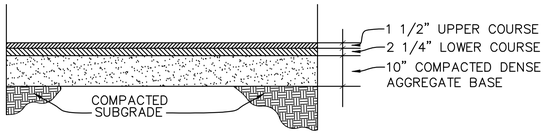
PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-5

11 3/4" PAVEMENT SECTION (TYPICAL)
- 3 3/4" HMA PAVEMENT, WISDOT, TYPE E-0.3
  - * 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR PG 58-28
  - * 2 1/4" THICK LOWER COURSE (19.0 mm GRADATION), PG 64-22 OR PG 58-28
- 8" COMPACTED DENSE AGGREGATE BASE
  - * 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
  - * BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.

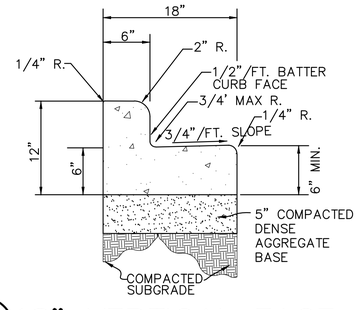


1 ASPHALT PAVEMENT SECTION AUTO PARKING
NOT TO SCALE

13 3/4" PAVEMENT SECTION (TYPICAL)
- 3 3/4" HMA PAVEMENT, WISDOT, TYPE E-0.3
  - * 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR PG 58-28
  - * 2 1/4" THICK LOWER COURSE (19.0 mm GRADATION), PG 64-22 OR PG 58-28
- 10" COMPACTED DENSE AGGREGATE BASE
  - * 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
  - * BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.

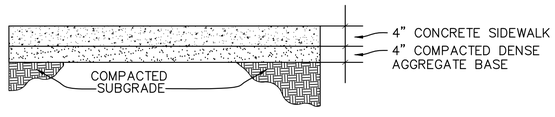


2 ASPHALT PAVEMENT SECTION HEAVY DUTY
NOT TO SCALE

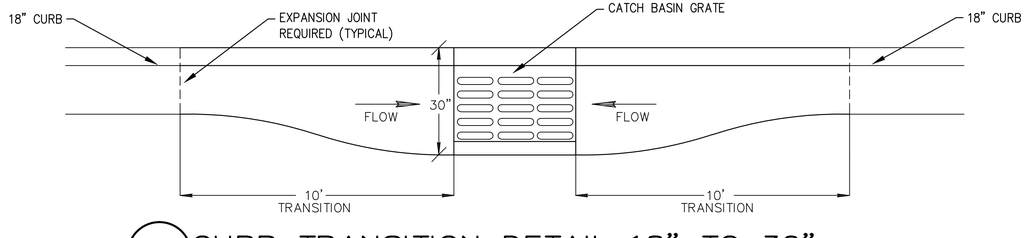


3 18" VERTICAL FACE CURB AND GUTTER
NOT TO SCALE

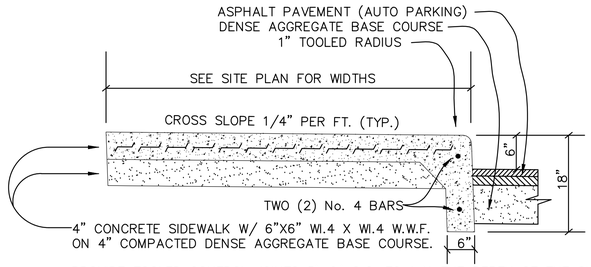
8" PAVEMENT SECTION (TYPICAL)
- 4" CONCRETE PAVEMENT (PER SECTION 415 OF THE "STATE SPECIFICATIONS")
  - * ALL CONCRETE SHALL BE GRADE A-FA, AIR-ENTRAINED, 6-BAG MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
- 4" COMPACTED DENSE AGGREGATE BASE
  - * 3/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
  - * BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF CONCRETE.



7 PUBLIC SIDEWALK TYPICAL SECTION
NOT TO SCALE

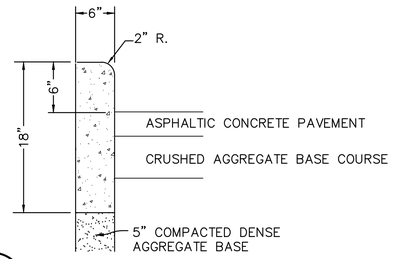


4 CURB TRANSITION DETAIL 18" TO 30"
(TYPICAL CATCH BASINS 3.1.1, 3.1.2, 3.1.4 AND 3.1.5)
NOT TO SCALE



PROVIDE TOOLED CONTROL JOINTS 5'-0" O.C. TO 1/4 THE DEPTH OF THE SLAB.
PROVIDE 1/2" FIBER EXPANSION JOINTS WITH SEALANT AT 40'-0" ON CENTER.

5 SIDEWALK / BARRIER CURB (TYPICAL SECTION)
NOT TO SCALE



6 6" CONCRETE BARRIER CURB DETAIL
NOT TO SCALE

INSTALLATION NOTES

TYPE B & C
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

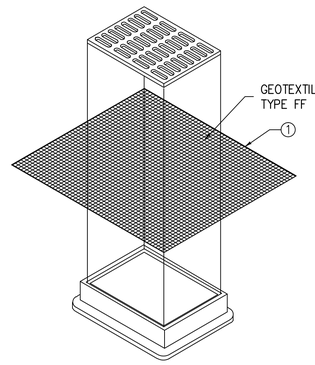
GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WI DOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

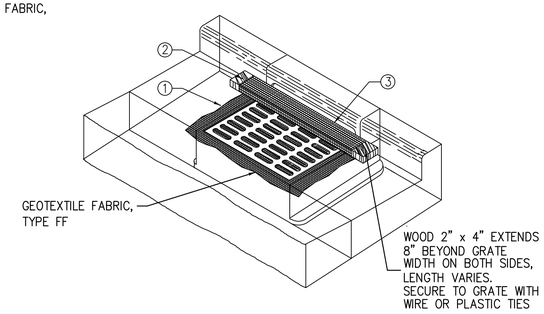
① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.

③ THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

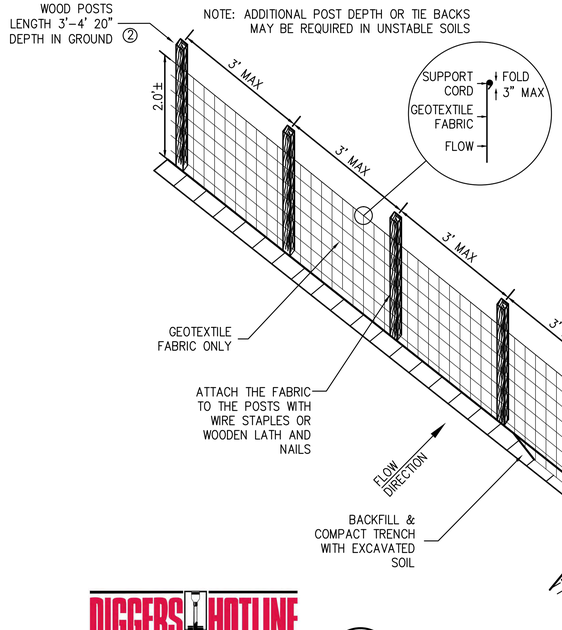


INLET PROTECTION, TYPE B (WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE C (WITH CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITH A CURB BOX)

8 TYPICAL STORMWATER INLET PROTECTION DETAIL
NOT TO SCALE

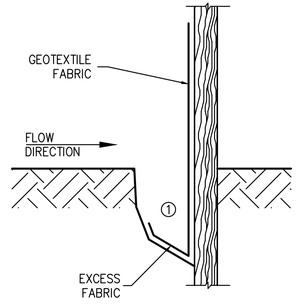


GENERAL NOTES - SILT FENCE

① TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

② WOOD POSTS SHALL BE A MINIMUM SIZE OF 1⅛" x 1⅛" OF OAK OR HICKORY.

③ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



NOTE: 8.0' POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.

9 TYPICAL SILT FENCE DETAIL
NOT TO SCALE

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

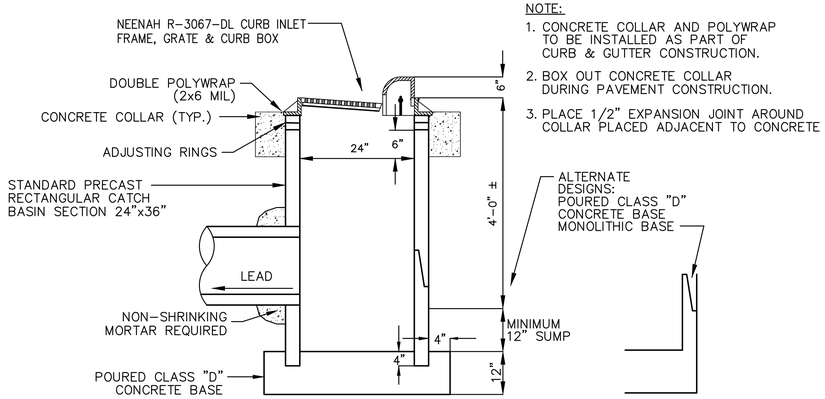
REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
9ist Avenue, Pleasant Prairie, Wisconsin

TYPICAL SECTIONS & CONSTRUCTION DETAILS

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-6



NOTE:

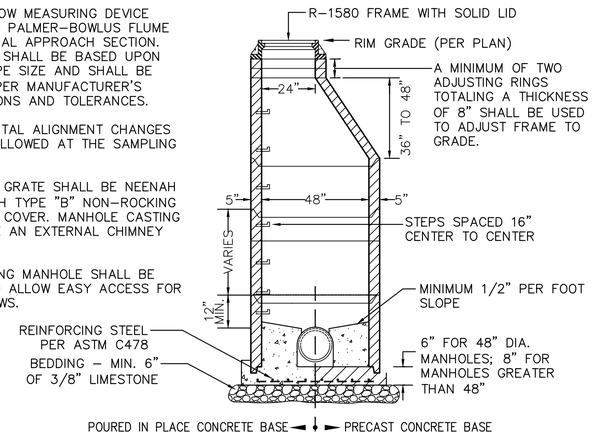
1. CONCRETE COLLAR AND POLYWRAP TO BE INSTALLED AS PART OF CURB & GUTTER CONSTRUCTION.
2. BOX OUT CONCRETE COLLAR DURING PAVEMENT CONSTRUCTION.
3. PLACE 1/2" EXPANSION JOINT AROUND COLLAR PLACED ADJACENT TO CONCRETE

1 STANDARD 24'X36" CATCH BASIN DETAIL

NOT TO SCALE

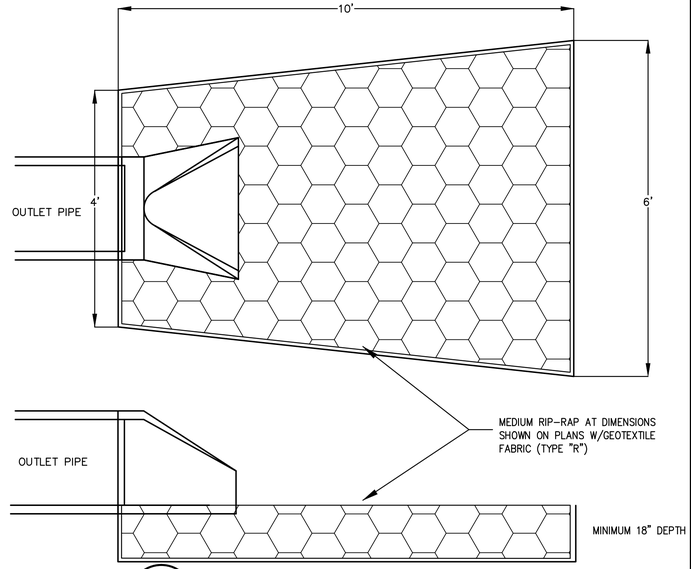
NOTES:

1. SAMPLING MANHOLE SHALL MEET THE STANDARDS OF A TYPICAL MINIMUM 48-INCH DIAMETER SANITARY MANHOLE WITH ECCENTRIC CONE AS SPECIFIED IN CHAPTER 405 OF THE MUNICIPAL CODE WITH A PRIMARY FLOW MEASURING DEVICE INSTALLED.
2. PRIMARY FLOW MEASURING DEVICE SHALL BE A PALMER-BOWLUS FLUME WITH INTEGRAL APPROACH SECTION. FLUME SIZE SHALL BE BASED UPON LATERAL PIPE SIZE AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND TOLERANCES.
3. NO HORIZONTAL ALIGNMENT CHANGES SHALL BE ALLOWED AT THE SAMPLING MANHOLE.
4. FRAME AND GRATE SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE AN EXTERNAL CHIMNEY SEAL.
5. THE SAMPLING MANHOLE SHALL BE LOCATED TO ALLOW EASY ACCESS FOR UTILITY CREWS.



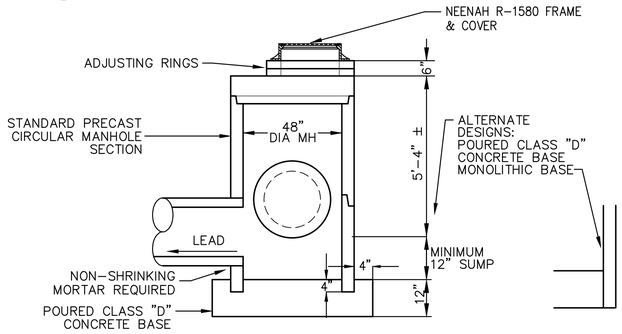
5 48" DIAMETER SANITARY SAMPLING MANHOLE

NOT TO SCALE



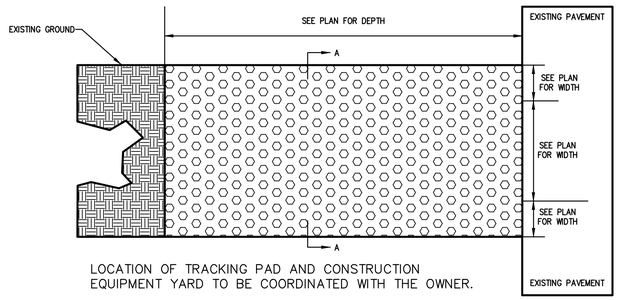
8 RIP RAP DETAIL

NOT TO SCALE

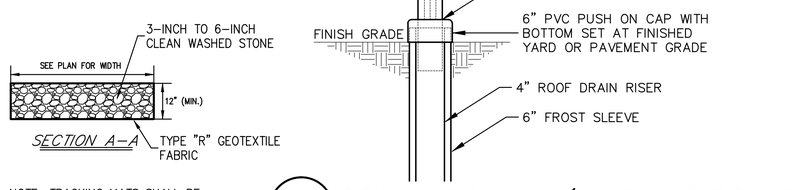


2 48" DIAMETER STANDARD CATCHBASIN/MANHOLE

NOT TO SCALE



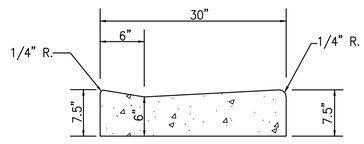
LOCATION OF TRACKING PAD AND CONSTRUCTION EQUIPMENT YARD TO BE COORDINATED WITH THE OWNER.



NOTE: TRACKING MATS SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED IMMEDIATELY

9 ROOF DRAIN / DOWNSPOUT RISER DETAIL

NOT TO SCALE



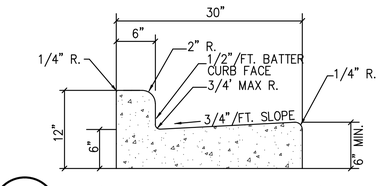
3 DRIVEWAY ENTRANCE CURB AND GUTTER

NOT TO SCALE

PLAN VIEW

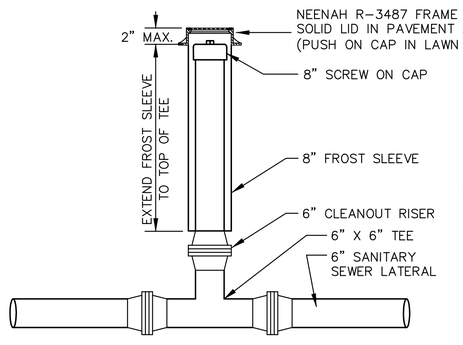
6 TRACKING PAD DETAIL

NOT TO SCALE



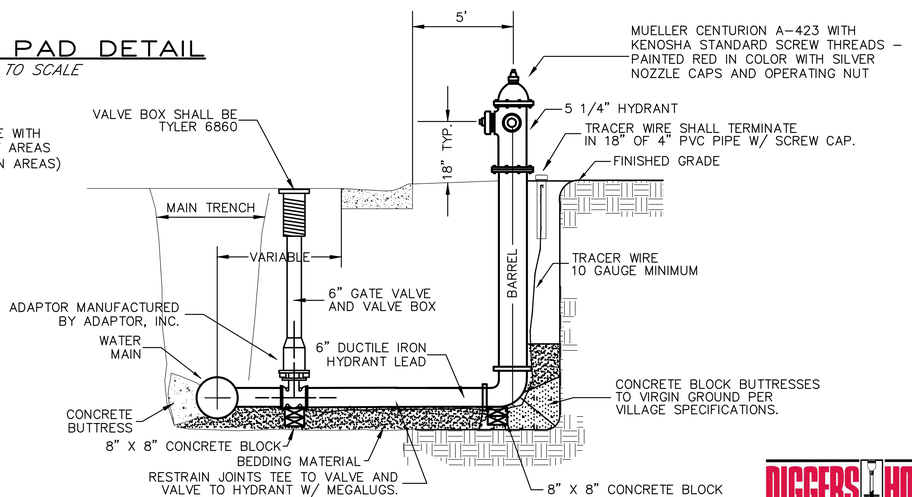
4 30" V.F. TYPE "A" CURB AND GUTTER

NOT TO SCALE



7 SANITARY SEWER CLEANOUT RISER DETAIL

NOT TO SCALE



10 VILLAGE OF PLEASANT PRAIRIE TYPICAL HYDRANT INSTALLATION

NOT TO SCALE

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

GODDARD SCHOOL
91st Avenue, Pleasant Prairie, Wisconsin

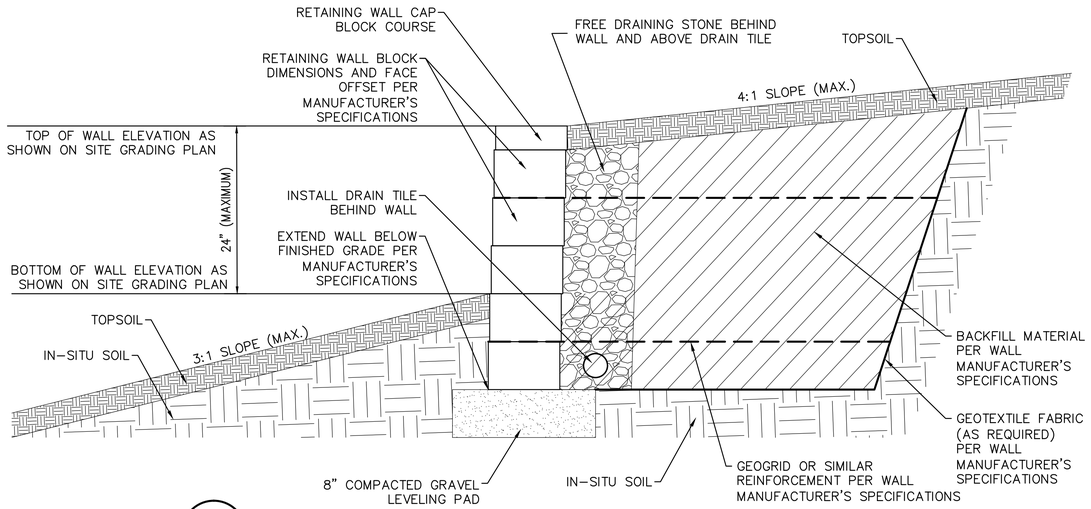
TYPICAL SECTIONS & CONSTRUCTION DETAILS

REVISIONS

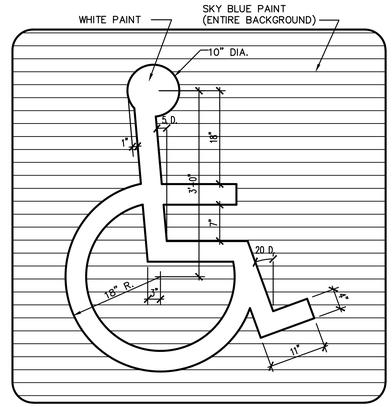
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd, Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 02.22.13
SHEET NO.: C-7

NOTE: PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL FURNISH A COMPLETE ENGINEERING DESIGN, STAMPED BY A PROFESSIONAL ENGINEER, FOR EACH MODULAR BLOCK RETAINING WALL SHOWN. THIS DESIGN SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, COMPLETE PROFILE DRAWINGS, TYPICAL CROSS SECTIONS, UNDERDRAIN DETAILS, GEOGRID (OR SIMILAR REINFORCEMENT) DETAILS, FREE DRAINING STONE GRADATIONS, BLOCK DIMENSIONS AND ANY OTHER INFORMATION NECESSARY TO INSTALL THE RETAINING WALLS PER THE MANUFACTURER'S SPECIFICATIONS.

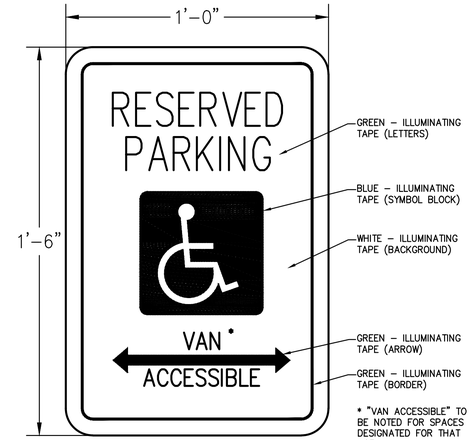


1 MODULAR BLOCK RETAINING WALL DETAIL
INSTALLATION PER MANUFACTURER
NOT TO SCALE



NOTE: ALL STRIPES TO BE 4" PAINTED WHITE

3 PAINTED HANDICAP SYMBOL DETAIL
NOT TO SCALE

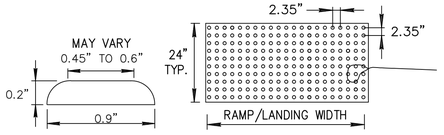


* "VAN ACCESSIBLE" TO BE NOTED FOR SPACES DESIGNATED FOR THAT USE.

4 HANDICAP PARKING SIGNAGE DETAIL
NOT TO SCALE

NOTES

1. THIS WORK WILL CONSIST OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR THE PLACEMENT OF DETECTABLE WARNING DEVICES, COMPLETE AND READY FOR SERVICE AT ALL NEW SIDEWALK CURB RAMPS.
2. THE DEVICES SHALL COMPLY WITH THE DETECTABLE WARNINGS ON WALKING SURFACES SECTION OF THE AMERICANS WITH DISABILITIES ACT (TITLE 49 CFR TRANSPORTATION, PART 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, APPENDIX A, SECTION 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.)
3. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 MM) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP FLUSH SURFACE (GENERALLY 48 INCHES WIDE).
   A. THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB OR EDGE OF PAVEMENT IS 6 INCHES (150 MM) MINIMUM AND 8 INCHES (205 MM) MAXIMUM FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
   B. DOMES SHALL BE ALIGNED ON A SQUARED GRID, ALIGNED IN ROWS PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. DOMES MUST NOT BE SKEWED DIAGONALLY TO THE DIRECTION OF TRAVEL.
4. AVAILABLE MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, MANUFACTURERS OFFERING PROJECTS THAT MAY BE INCORPORATED IN THE WORK INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   A. "METAPANEL" MANUFACTURED BY METADOME, LLC OR "NEENAH DETECTABLE WARNING PLATE" MANUFACTURED BY NEENAH FOUNDRY COMPANY OR PRE-APPROVED EQUAL.
      i. THE COLOR OF THE DETECTABLE WARNING FIELD SHALL BE BRICK RED / VERIFY WITH ARCHITECT.
5. THE SPECIFICATIONS OF THE CONCRETE SEALANT AND RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.



TRUNCATED DOME DETECTABLE WARNING

2 ACCESSIBLE RAMP DETECTABLE WARNING SURFACE
(TO BE INSTALLED ON ALL SIDEWALK RAMPS)
NOT TO SCALE

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

TYPICAL SECTIONS & CONSTRUCTION DETAILS

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-8

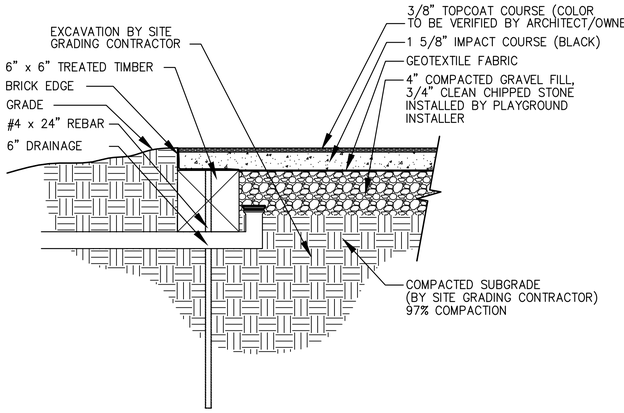
GENERAL CONTRACTOR PLAYGROUND RESPONSIBILITIES

1. PLAYGROUND AND SHADE STRUCTURE APPROVALS OR PERMITS IF REQUIRED. APPROVALS AND PERMITTING MAY BE REQUIRED FOR COLOR SCHEME, HEIGHT, MANUFACTURER DESIGN METHODS, ETC.
2. UTILITIES CANNOT BE LOCATED UNDER OR OVER PLAYGROUND BOXES.
3. ELECTRIC AND WATER ARE NEEDED ON SITE FOR THE PLAYGROUND INSTALLERS USE. IF NOT, OTHER PRIOR ARRANGEMENTS SHALL BE MADE.
4. SOILS WITHIN THE PLAYGROUND EQUIPMENT PAD SHOULD BE SUITABLE FOR SLAB ON GRADE INSTALLATIONS. SOILS SHOULD NOT CONTAIN DEBRIS AND SHOULD BE COMPACTED TO 97% IN ACCEPTED INCREMENTS CONTAINING SUITABLE SOIL.
5. PROVIDE GODDARD SYSTEM INC.'S PROJECT MANAGER WITH A TIMELINE FOR PLAYGROUND INSTALLATION. ROUGH GRADE IS REQUIRED AND SIDEWALKS SHALL BE INSTALLED PRIOR TO PLAYGROUND INSTALLATION, SOD, FENCE AND PARKING LOT SURFACE COURSE.
6. LOCATE PLAYGROUND BOXES PER SITE PLAN, EXCAVATED 6" DEEP. PLAYGROUND BOXES CANNOT EXCEED A MAXIMUM 2% GRADE.
7. SUB-GRADE BACKFILL MUST BE COMPACTED TO AT LEAST 97% AND SHOULD NOT CONTAIN MATERIALS SUCH AS LARGE ROCKS, SCRAP WOOD, CONCRETE SPOILS, ETC. PLAYGROUND INSTALLERS NEED TO DRILL ACCURATE HOLES FOR PLAYGROUND POLE INSTALLATION.
8. INSTALL DRAINAGE SYSTEM TO EXCAVATED PLAYGROUND BOXES PER SITE PLAN.
9. ENSURE ADEQUATE AREA FOR PLAYGROUND INSTALLERS. STAGING AREA NEEDED TO UNLOAD AND PRE-ASSEMBLE APPROX. 1,000 CUBIC FOOT SHIPMENT OF PLAYGROUND EQUIPMENT. HOLDING AREA NEEDED TO RECEIVE DELIVERY OF APPROXIMATELY 40-50 TONS OF CRUSHED STONE. PARKING AREA NEEDED FOR TWO TRUCKS AND ONE 30' TRAILER OF EXCAVATING EQUIPMENT.
10. IN ORDER TO AVOID POSSIBLE DAMAGE, PARKING LOTS SHOULD NOT HAVE SURFACE COURSE APPLIED AND FENCING SHOULD NOT BE INSTALLED UNTIL PLAYGROUND IS COMPLETE. IF FENCING IS INSTALLED, LEAVE OUT NECESSARY SECTIONS TO PROVIDE ACCESS TO PLAYGROUND AREA.
11. ONCE COMPACTED, CRUSH STONE BASE, BORDER, AND EQUIPMENT ARE IN PLACE, THEY SHOULD NOT BE DRIVEN OR WALKED ON AND SHOULD NOT BE USED FOR STORAGE AREA.
12. PLAYGROUND INSTALLATION DESCRIBED ABOVE SHOULD TAKE APPROXIMATELY ONE TO FIVE DAYS, DEPENDING ON SITE CONDITIONS, WEATHER, INSTALLER CREW SIZE, ETC.
13. INSTALLATION OF POUR-IN-PLACE SURFACING USUALLY TAKES PLACE ONE TO TWO WEEKS AFTER PLAYGROUND IS INSTALLED, DEPENDING MAINLY ON WEATHER CONDITIONS.
14. GENERALLY ONLY THREE OR FOUR PARKING SPACES ARE NEEDED FOR SURFACING INSTALLERS. (ONE OR TWO VEHICLES AND A MIXER STAGING AREA)
15. TYPICALLY, TWO MEN MIX THE SURFACING PRODUCT IN THE PARKING LOT AND TRANSPORT BY WHEELBARROW TO PLAYGROUNDS WHERE IT IS POURED AND TROWELED. THEREFORE, NO SPECIAL ALLOWANCES ARE NECESSARY (FENCING CAN BE INSTALLED AND FINISH LANDSCAPING CAN BE COMPLETED)
16. THIS IS USUALLY A TWO-DAY INSTALLATION, DEPENDING MAINLY ON WEATHER CONDITIONS. IMPACT COURSE APPLIED ON DAY ONE, AND TOPCOAT (COLOR) APPLIED ON DAY TWO.
17. ONCE THE TOPCOAT APPLICATION IS COMPLETE, THE BINDING AGENTS WILL TAKE A MINIMUM 24 HOURS TO CURE. DURING THAT TIME THERE IS TO BE ABSOLUTELY NO WALKING ON, PLACING OBJECTS ON, OR ALLOWING ANY DUST TO ACCUMULATE ON THE TOPCOAT SURFACE.
18. FINISH GRADING AND LANDSCAPING MUST BE THE SAME ELEVATION AT THE PLAYGROUND BORDERS.
19. ENSURE THAT THE SITE IS SECURE AND THAT OTHER CONTRACTORS WILL NOT BE STORING, WORKING, WALKING, ETC. ON FINISHED PLAYGROUNDS, SURFACES OR BORDERS.

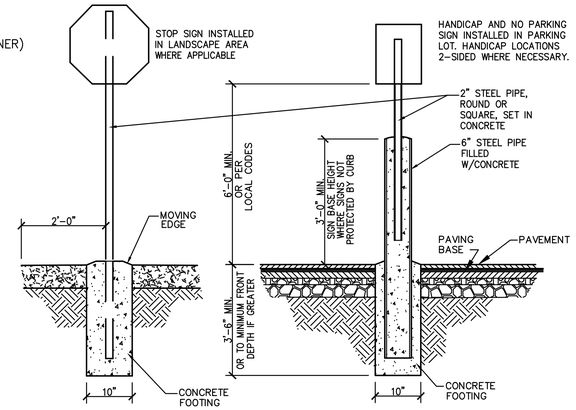
GENERAL NOTES:

TIMING IS IMPORTANT TO THE PROJECT MANAGER. GENERAL CONTRACTORS SHOULD BE IN CONSTANT COMMUNICATION REGARDING THE PLAYGROUND INSTALLATION IN ORDER TO AVOID UNNECESSARY AND COSTLY ADDITIONAL EXPENSES.

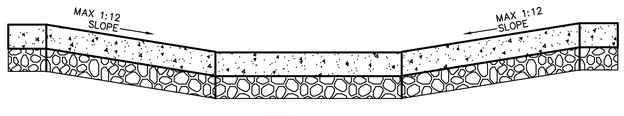
GSI'S PLAYGROUND INSTALLERS TRAVEL GREAT DISTANCES, INCURRING EXPENSES FOR BOTH TRANSPORTATION AND LODGING. IN ADDITION THEY ARE REQUIRED TO RESERVE RENTAL MACHINERY. IF THEY ARE TURNED AWAY BECAUSE THE SITE IS NOT READY, A TRAVEL CHARGE WILL APPLY. THIS CHARGE COULD BE SIGNIFICANT ($40.00 PER MAN-HOUR FOR A CREW OF FIVE, LODGING AT $150 PER ROOM PER NIGHT, AND EQUIPMENT RENTAL DEPOSITS). THEREFORE, FOLLOWING ALL OF THE ABOVE GUIDELINES, ESPECIALLY WITH RESPECT TO DISCLOSING EXCESSIVELY ROCKY CONDITIONS, PROHIBITING THE USE OF LARGE ROCKS, CEMENT, ETC. IN BACKFILL MATERIALS, AND PROVIDING THE PROJECT MANAGER AN ACCURATE TIMELINE, WILL SAVE BOTH MONEY AND TIME.



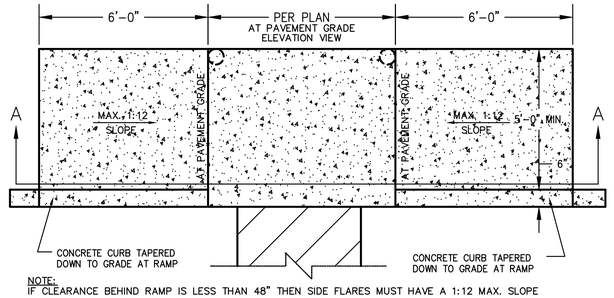
1 PLAYGROUND SURFACING DETAIL
NOT TO SCALE



2 TRAFFIC SIGNAGE
NOT TO SCALE



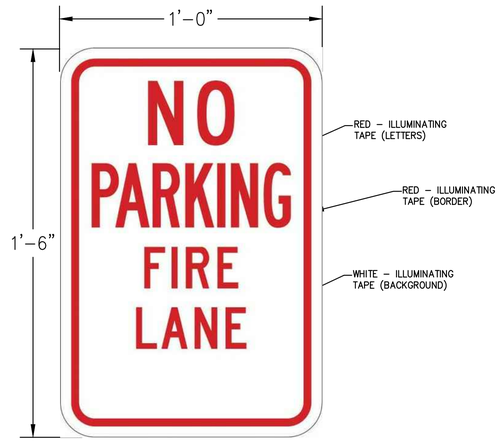
SECTION A-A



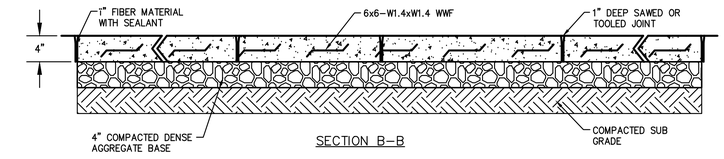
NOTE:
IF CLEARANCE BEHIND RAMP IS LESS THAN 48" THEN SIDE FLARES MUST HAVE A 1:12 MAX. SLOPE

PLAN VIEW

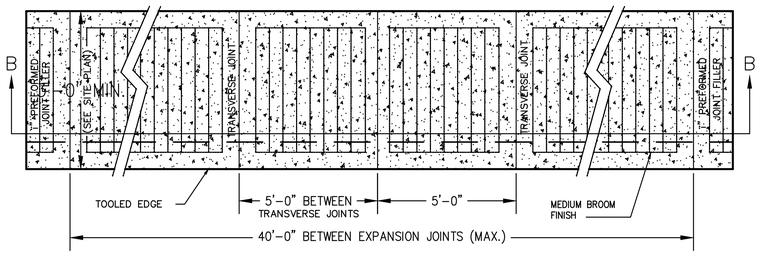
3 ACCESSIBLE RAMP DETAIL
NOT TO SCALE



4 NO PARKING FIRE LANE DETAIL
NOT TO SCALE

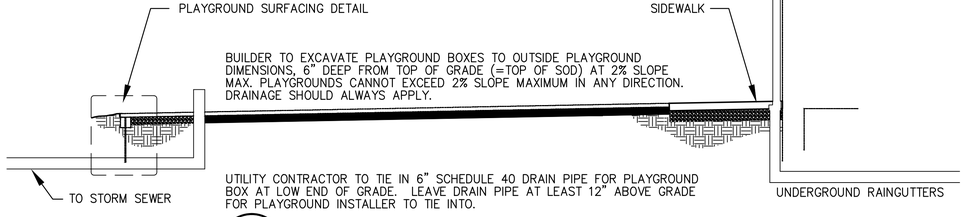


SECTION B-B

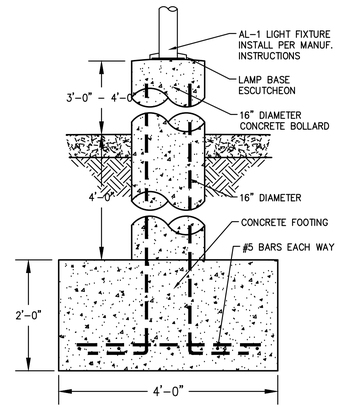


PLAN VIEW

5 BUILDING PERIMETER PRIVATE SIDEWALK DETAIL
NOT TO SCALE



6 PLAYGROUND GRADING AND DRAINAGE DETAIL
NOT TO SCALE



7 OUTDOOR LIGHT LAMP BOLLARD
NOT TO SCALE

DIGGERS HOTLINE
Call 811 or (800) 242-8511
www.DiggersHotline.com

REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

TYPICAL SECTIONS & CONSTRUCTION DETAILS

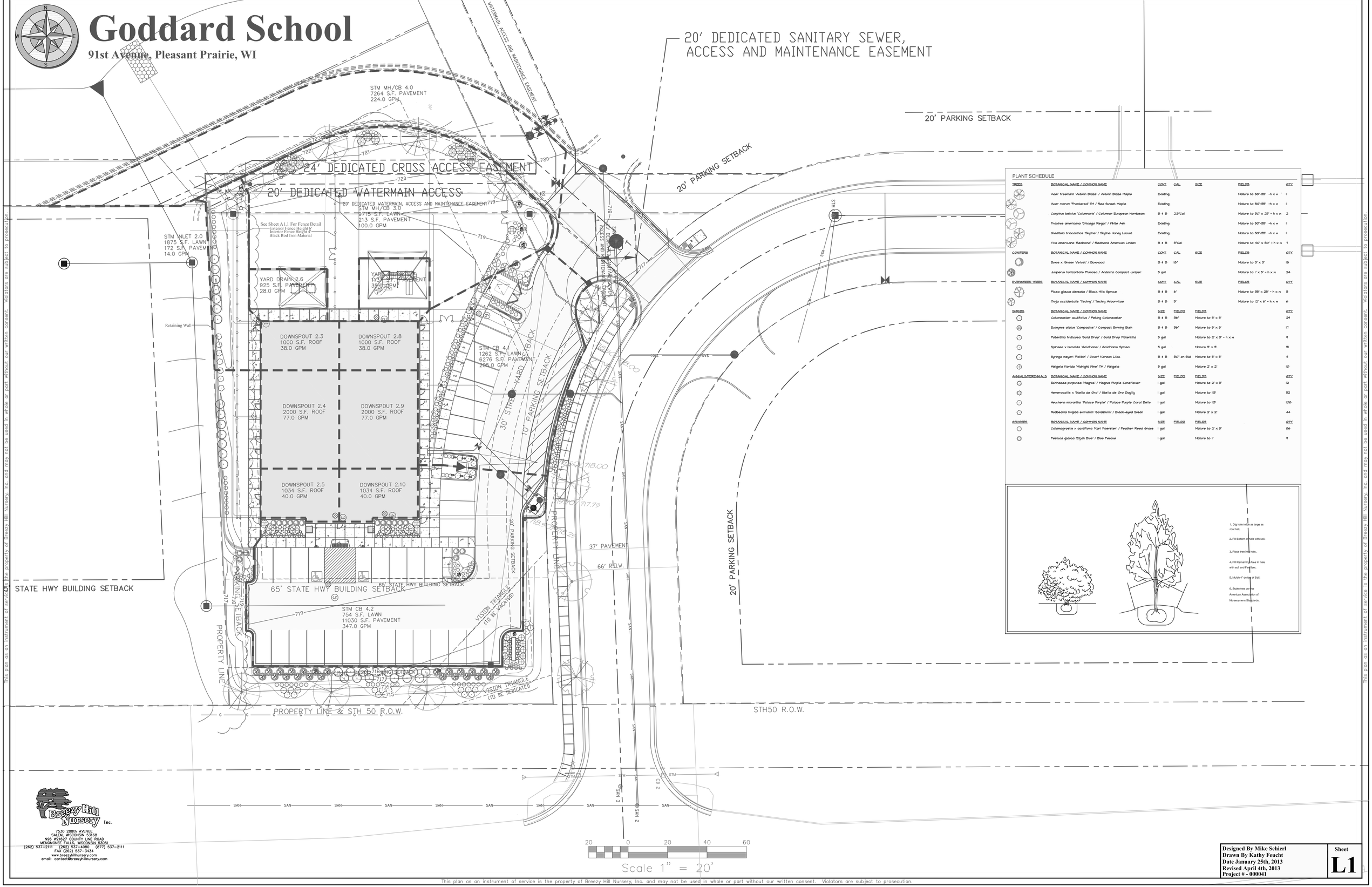
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Fax: (262)634-5024
Website www.nmbsc.net

PROJECT NO.: 2012.0137.01
DRAWN BY: ALJ
CHECKED BY: MDE
DATE: 04/12/13
SHEET NO.: C-9

This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.

Goddard School

91st Avenue, Pleasant Prairie, WI



PLANT SCHEDULE

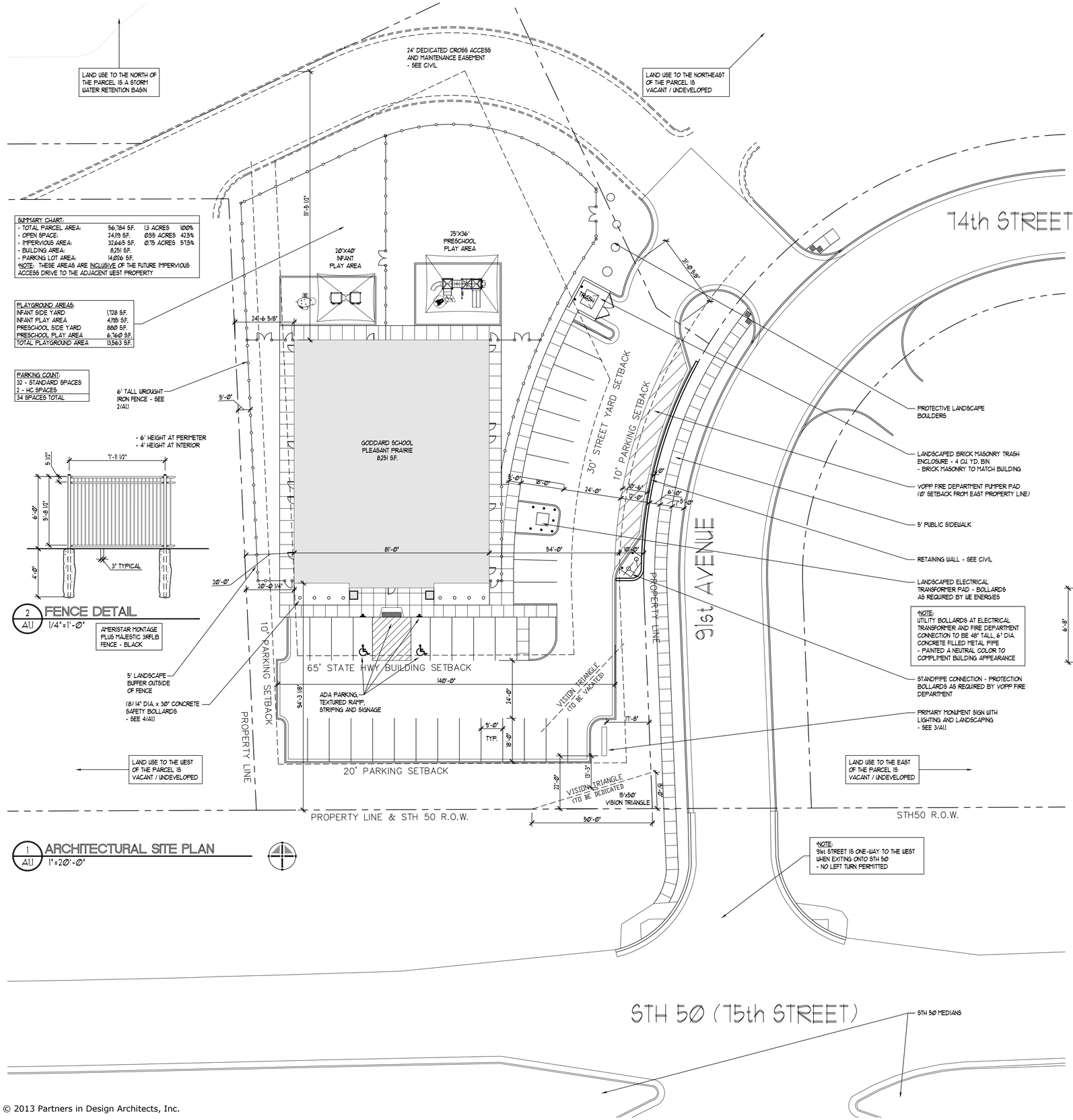
TREES	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	FIELDS	QTY
	Acer freemanii 'Autumn Blaze' / Autumn Blaze Maple	Existing			Mature to 50'-85' -h x w -	1
	Acer rubrum 'Frankered' TM / Red Sunset Maple	Existing			Mature to 50'-85' -h x w	1
	Carpinus betulus 'Columnaris' / Columnar European Hornbeam	B & B	2.5"Cal		Mature to 50' x 25' - h x w	2
	Fraxinus americana 'Chicago Regal' / White Ash	Existing			Mature to 50'-85' -h x w	1
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	Existing			Mature to 50'-85' -h x w	1
	Tilia americana 'Redmond' / Redmond American Linden	B & B	5"Cal		Mature to 40' x 30' - h x w	7
CONIFERS	**BOTANICAL NAME / COMMON NAME**	**CONT**	**CAL**	**SIZE**	**FIELDS**	**QTY**
	Buxus x 'Green Velvet' / Boxwood	B & B	18"		Mature to 5' x 5'	18
	Juniperus horizontalis Plumosa / Andorra Compact Juniper	5 gal			Mature to 1' x 5' - h x w	24
EVERGREEN TREES	**BOTANICAL NAME / COMMON NAME**	**CONT**	**CAL**	**SIZE**	**FIELDS**	**QTY**
	Picea glauca densata / Black Hills Spruce	B & B	6'		Mature to 55' x 25' - h x w	5
	Thuja occidentalis 'Techny' / Techny Arborvitae	B & B	5'		Mature to 12' x 6' - h x w	6
SHRUBS	**BOTANICAL NAME / COMMON NAME**	**SIZE**	**FIELDS**	**FIELDS**		**QTY**
	Cotoneaster acutifolius / Peking Cotoneaster	B & B	36"	Mature to 5' x 5'		24
	Euonymus alatus 'Compactus' / Compact Burning Bush	B & B	36"	Mature to 5' x 5'		17
	Potentilla fruticosa 'Gold Drop' / Gold Drop Potentilla	5 gal		Mature to 2' x 3' - h x w		9
	Spiraea x bumalda 'Goldflame' / Goldflame Spirea	5 gal		Mature 5' x 5'		51
	Syringa meyeri 'Palibin' / Dwarf Korean Lilac	B & B	30" on Std	Mature to 5' x 5'		4
	Weigela florida 'Midnight Wine' TM / Weigela	5 gal		Mature 2' x 2'		10
ANNUALS/PERENNIALS	**BOTANICAL NAME / COMMON NAME**	**SIZE**	**FIELDS**	**FIELDS**		**QTY**
	Echinacea purpurea 'Magnus' / Magnus Purple Coneflower	1 gal		Mature to 2' x 3'		12
	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily	1 gal		Mature to 1.5'		52
	Heuchera micrantha 'Palace Purple' / Palace Purple Coral Bells	1 gal		Mature to 1.5'		108
	Rudbeckia fulgida sullivantii 'Goldsturm' / Black-eyed Susan	1 gal		Mature 2' x 2'		44
GRASSES	**BOTANICAL NAME / COMMON NAME**	**SIZE**	**FIELDS**	**FIELDS**		**QTY**
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal		Mature to 2' x 3'		86
	Festuca glauca 'Elijah Blue' / Blue Fescue	1 gal		Mature to 1'		9

Breezy Hill Nursery Inc.
7530 288th AVENUE
SALEM, WISCONSIN 53168
N96 W21627 COUNTY LINE ROAD
MENOMONEE FALLS, WISCONSIN 53051
(262) 537-2111 (262) 537-4080 (877) 537-2111
FAX (262) 537-3434
www.breezyhillnursery.com
email: contact@breezyhillnursery.com

Scale 1" = 20'

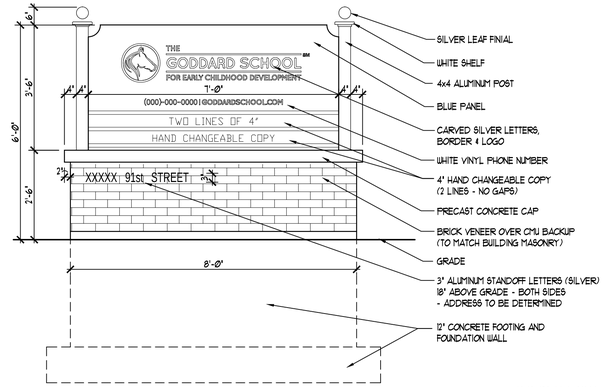
Designed By Mike Schierl **Drawn By Kathy Feucht** **Date January 25th, 2013** **Revised April 4th, 2013** **Project # - 000041**	**Sheet** **L1**

This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.

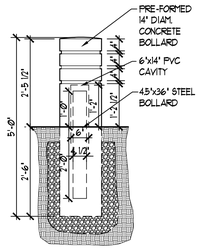


1 A1.1 ARCHITECTURAL SITE PLAN
1"=2Ø'-Ø"

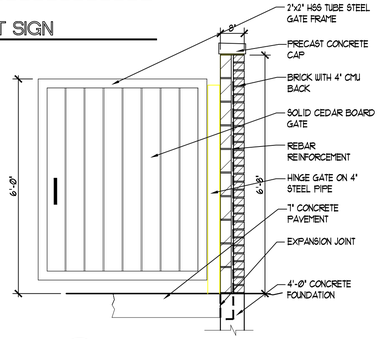
2 A1.1 FENCE DETAIL
1/4"=1'-Ø"
AMERISTAR MONTAGE PLUS MAJESTIC 3RFLB FENCE - BLACK



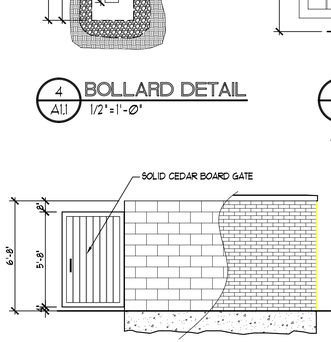
3 A1.1 PRIMARY MONUMENT SIGN
1/2"=1'-Ø"

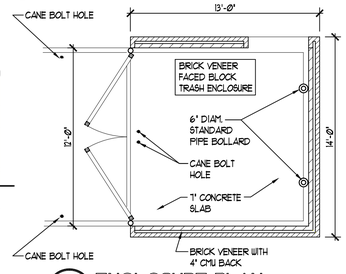


4 A1.1 BOLLARD DETAIL
1/2"=1'-Ø"



5 A1.1 ENCLOSURE SECTION
1/2"=1'-Ø"





6 A1.1 ENCLOSURE ELEVATION
3/8"=1'-Ø"

7 A1.1 ENCLOSURE PLAN
3/8"=1'-Ø"

SITE PHOTO 1: DATE: Ø5/2ØØ9
PHOTO TAKEN FROM THE INTERSECTION OF 74th STREET AND 91st AVENUE LOOKING SOUTHWEST ACROSS THE GODDARD SITE.
PHOTO DEPICTS THE UNDEVELOPED SITE AS SEEN FROM THE APPROACH TO OUR SITE ENTRANCE.

SITE PHOTO 2: DATE: Ø5/2ØØ9
PHOTO TAKEN FROM HIGHWAY 5Ø (75th STREET) LOOKING NORTH ACROSS THE GODDARD SITE.
PHOTO DEPICTS THE 'FRONT ELEVATION' OF THE BUILDING SITE.

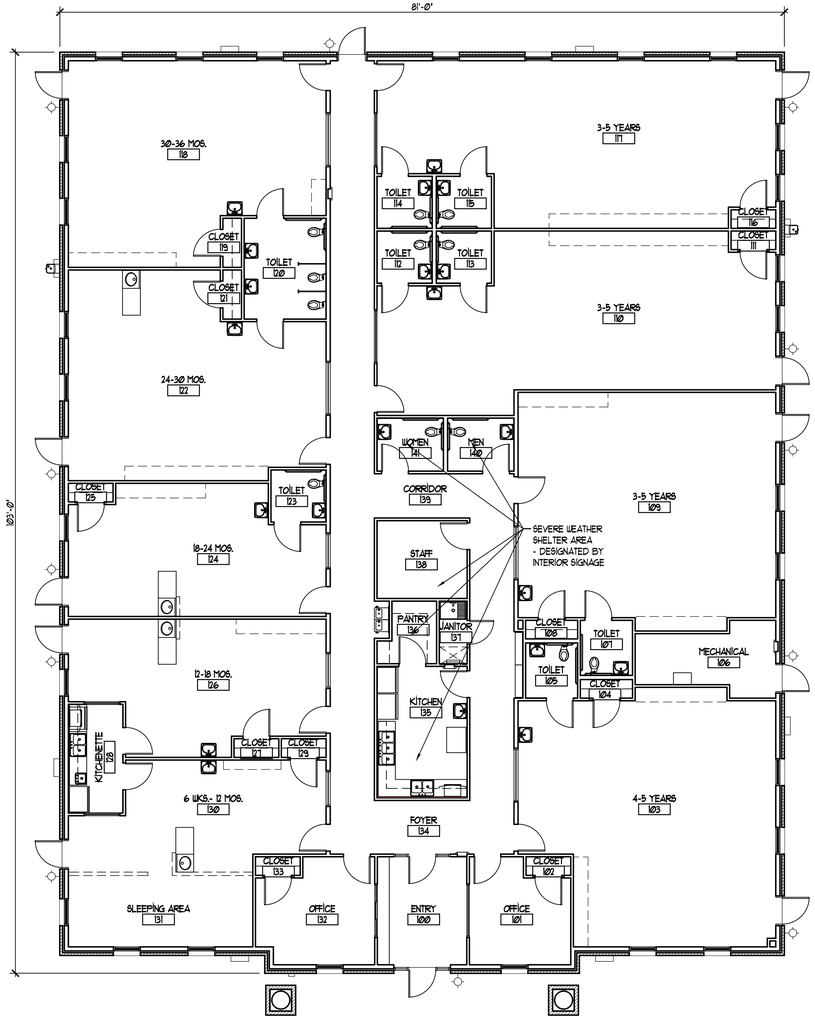
© 2013 Partners in Design Architects, Inc.

REVISIONS

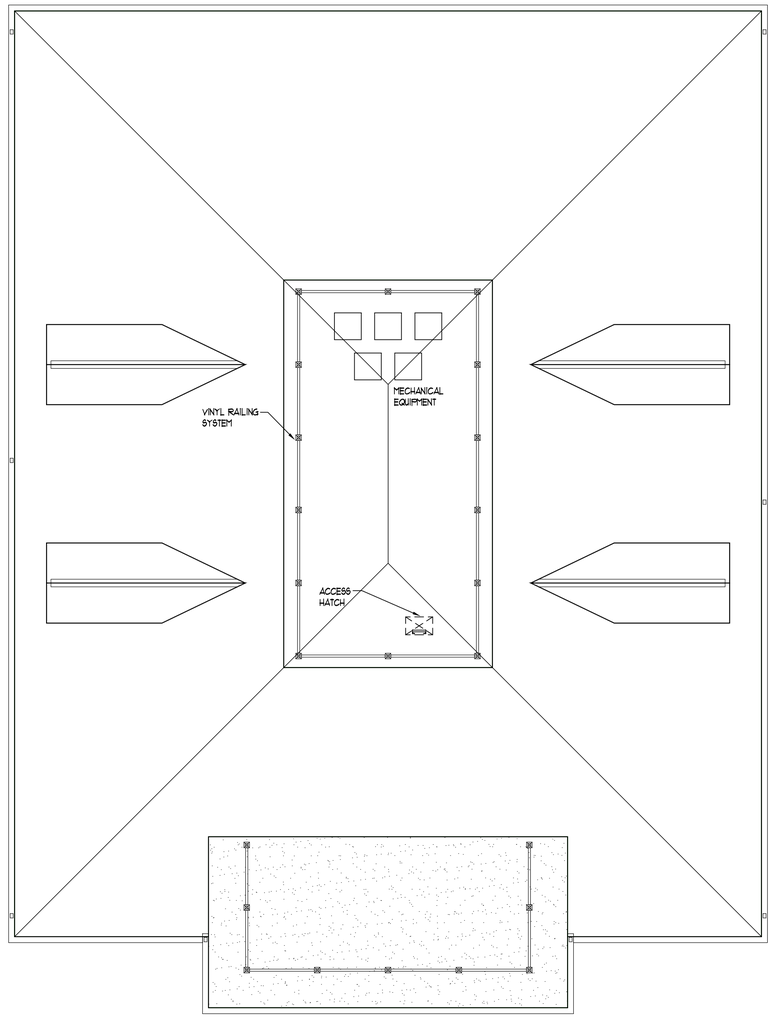
GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin
ARCHITECTURAL SITE PLAN

600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812
Partners in Design ARCHITECTS

PROJECT NO.: 161.12.142
DRAWN BY: DAC CHECKED BY: MAM
DATE: Ø4.22.13
SHEET NO.: A1.1



1 A3.1 FLOOR PLAN
1/8"=1'-0"



2 A3.1 ROOF PLAN
1/8"=1'-0"

© 2013 Partners in Design Architects, Inc.

REVISIONS

GODDARD SCHOOL PLEASANT PRAIRIE
9lst Avenue, Pleasant Prairie, Wisconsin

FLOOR PLAN AND ROOF PLAN

600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812

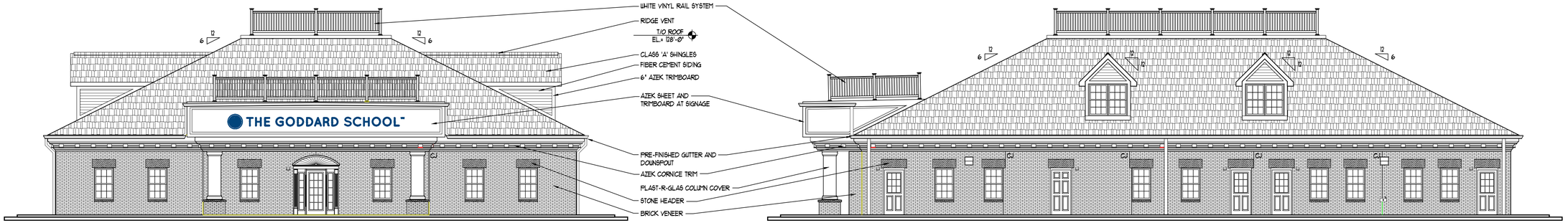
Partners in Design ARCHITECTS

PROJECT NO.:
161.12.142

DRAWN BY: DAC
CHECKED BY: MAM

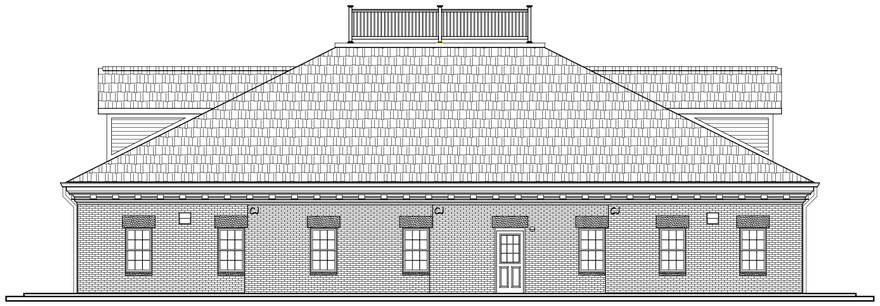
DATE:
04.22.13

SHEET NO.:
A3.1

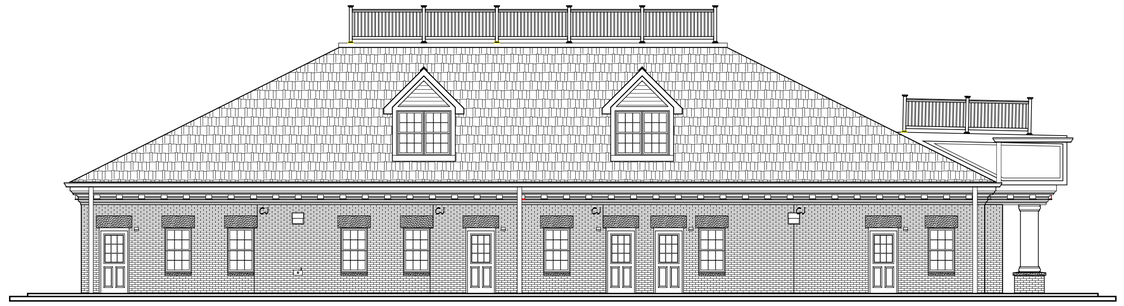


1 A4.1 **FRONT ELEVATION**
1/8"=1'-0"

2 A4.1 **EAST ELEVATION**
1/8"=1'-0"



3 A4.1 **NORTH ELEVATION**
1/8"=1'-0"



4 A4.1 **WEST ELEVATION**
1/8"=1'-0"

© 2013 Partners in Design Architects, Inc.

REVISIONS

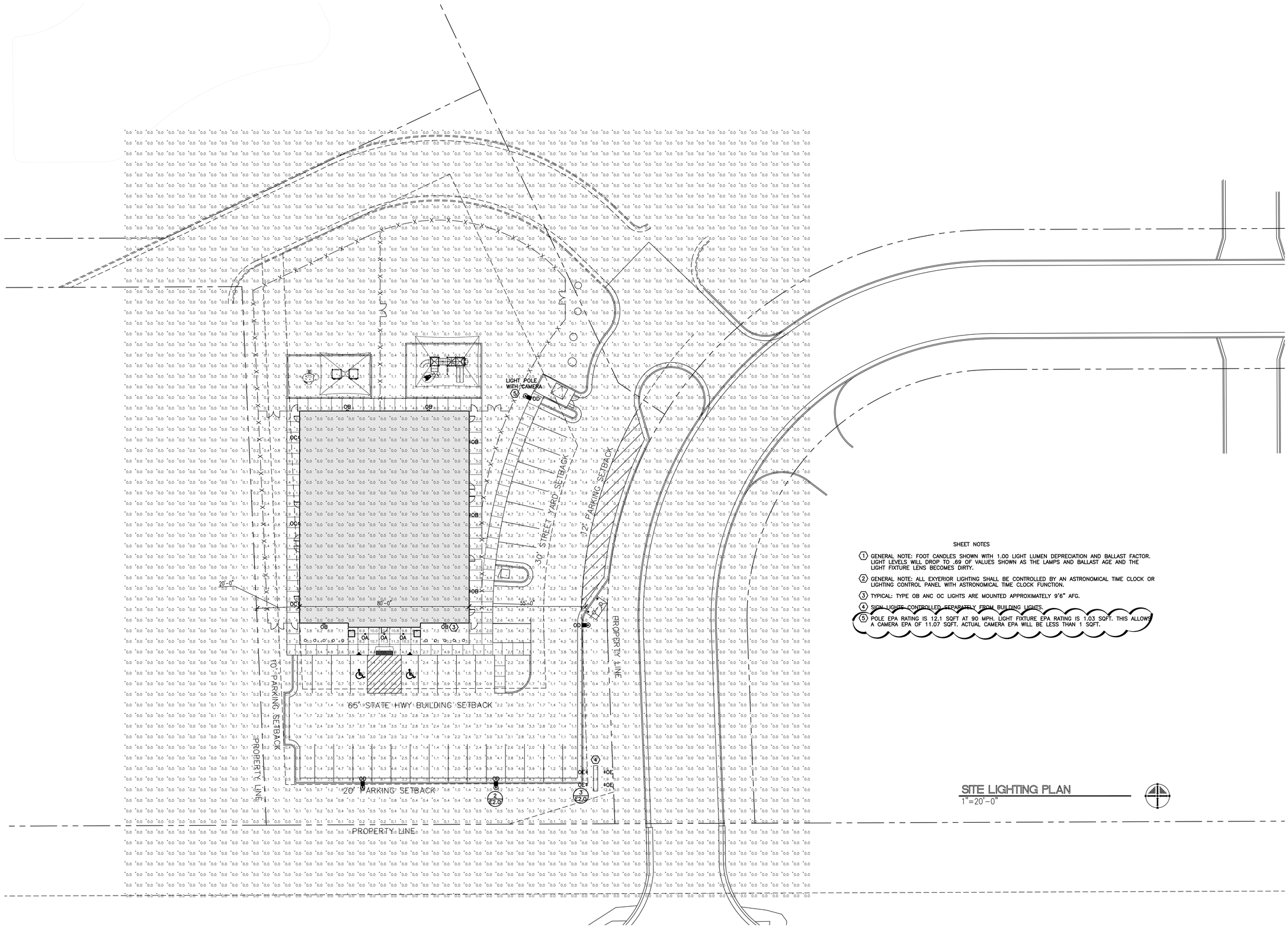
GODDARD SCHOOL PLEASANT PRAIRIE
91st Avenue, Pleasant Prairie, Wisconsin

BUILDING ELEVATIONS

600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812

Partners in Design ARCHITECTS

PROJECT NO.: 161.12.142
DRAWN BY: DAC
CHECKED BY: MAM
DATE: 04.22.13
SHEET NO.: A4.1



SHEET NOTES

1. GENERAL NOTE: FOOT CANDLES SHOWN WITH 1.00 LIGHT LUMEN DEPRECIATION AND BALLAST FACTOR. LIGHT LEVELS WILL DROP TO .69 OF VALUES SHOWN AS THE LAMPS AND BALLAST AGE AND THE LIGHT FIXTURE LENS BECOMES DIRTY.
2. GENERAL NOTE: ALL EXYERIOR LIGHTING SHALL BE CONTROLLED BY AN ASTRONOMICAL TIME CLOCK OR LIGHTING CONTROL PANEL WITH ASTRONOMICAL TIME CLOCK FUNCTION.
3. TYPICAL: TYPE OB ANC OC LIGHTS ARE MOUNTED APPROXIMATELY 9'6" AFG.
4. SIGN LIGHTS CONTROLLED SEPARATELY FROM BUILDING LIGHTS.
5. POLE EPA RATING IS 12.1 SQFT AT 90 MPH. LIGHT FIXTURE EPA RATING IS 1.03 SQFT. THIS ALLOWS A CAMERA EPA OF 11.07 SQFT. ACTUAL CAMERA EPA WILL BE LESS THAN 1 SQFT.

SITE LIGHTING PLAN
1"=20'-0"

REVISIONS:
04.15.13 REVISE TYPE OD

Goddard School
Pleasant Prairie

SITE LIGHTING PLAN

600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812

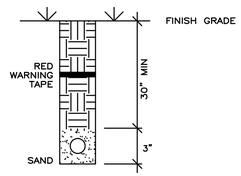
Partners in Design
ARCHITECTS

PROJECT NO.:

DRAWN BY: DLH
CHECKED BY: DLH

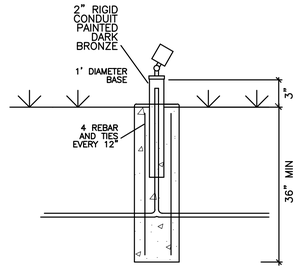
DATE: 02.22.13

SHEET NO.: E1.0

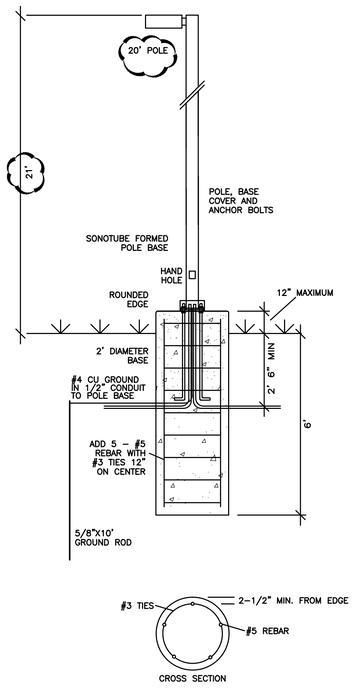


UNDERGROUND CONDUIT MAY BE RIGID PVC. ELBOWS AND STUB UPS SHALL BE GALVANIZED RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. UNDERGROUND CONDUIT SHALL BE 3/4" MINIMUM.

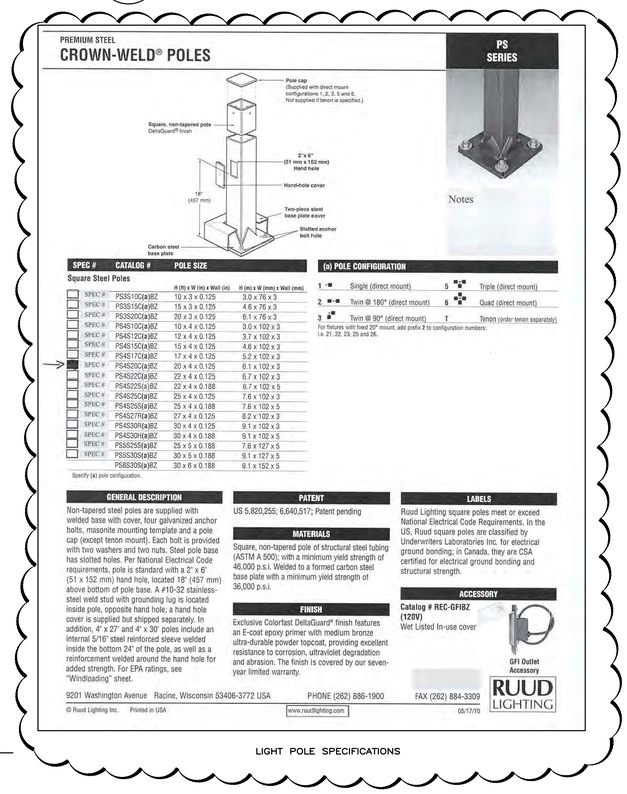
1 TYPICAL TRENCHING DETAIL



3 TYPICAL GROUND SIGN FLOOD LIGHT



2 TYPICAL PARKING LIGHT POLE BASE



PREMIUM STEEL

CROWN-WELD® POLES

PS SERIES

Pole cap (Supplied with direct mount configurations 1, 2, 3, 5 and 6. Not supplied if tenon is specified.)

Square, non-tapered pole DeltaQuard® finish

2"x 6" (51 mm x 152 mm) Hand hole

Hand-hole cover

18" (457 mm)

Two-piece steel base plate cover

Slotted anchor bolt hole

Carbon steel base plate

Notes

SPEC #	CATALOG #	POLE SIZE	
		H (ft) x W (in) x Wall (in)	H (m) x W (mm) x Wall (mm)
Square Steel Poles			
SPEC #	PS3S10C(a)BZ	10 x 3 x 0.125	3.0 x 76 x 3
SPEC #	PS3S15C(a)BZ	15 x 3 x 0.125	4.6 x 76 x 3
SPEC #	PS3S20C(a)BZ	20 x 3 x 0.125	6.1 x 76 x 3
SPEC #	PS4S10C(a)BZ	10 x 4 x 0.125	3.0 x 102 x 3
SPEC #	PS4S12C(a)BZ	12 x 4 x 0.125	3.7 x 102 x 3
SPEC #	PS4S15C(a)BZ	15 x 4 x 0.125	4.6 x 102 x 3
SPEC #	PS4S17C(a)BZ	17 x 4 x 0.125	5.2 x 102 x 3
SPEC #	PS4S20C(a)BZ	20 x 4 x 0.125	6.1 x 102 x 3
SPEC #	PS4S22C(a)BZ	22 x 4 x 0.125	6.7 x 102 x 3
SPEC #	PS4S22S(a)BZ	22 x 4 x 0.188	6.7 x 102 x 5
SPEC #	PS4S25C(a)BZ	25 x 4 x 0.125	7.6 x 102 x 3
SPEC #	PS4S25S(a)BZ	25 x 4 x 0.188	7.6 x 102 x 5
SPEC #	PS4S27R(a)BZ	27 x 4 x 0.125	8.2 x 102 x 3
SPEC #	PS4S30R(a)BZ	30 x 4 x 0.125	9.1 x 102 x 3
SPEC #	PS4S30S(a)BZ	30 x 4 x 0.188	9.1 x 102 x 5
SPEC #	PS5S25S(a)BZ	25 x 5 x 0.188	7.6 x 127 x 5
SPEC #	PS5S30S(a)BZ	30 x 5 x 0.188	9.1 x 127 x 5
SPEC #	PS6B30S(a)BZ	30 x 6 x 0.188	9.1 x 152 x 5

Specify (a) pole configuration.

(a) POLE CONFIGURATION

1 Single (direct mount) 5 Triple (direct mount)
2 Twin @ 180° (direct mount) 6 Quad (direct mount)
3 Twin @ 90° (direct mount) T Tenon (order tenon separately)

For fixtures with fixed 20° mount, add prefix **2** to configuration numbers: i.e. 21, 22, 23, 25 and 26.

GENERAL DESCRIPTION

Non-tapered steel poles are supplied with welded base with cover, four galvanized anchor bolts, masonite mounting template and a pole cap (except tenon mount). Each bolt is provided with two washers and two nuts. Steel pole base has slotted holes. Per National Electrical Code requirements, pole is standard with a 2" x 6" (51 x 152 mm) hand hole, located 18" (457 mm) above bottom of pole base. A #10-32 stainless-steel weld stud with grounding lug is located inside pole, opposite hand hole; a hand hole cover is supplied but shipped separately. In addition, 4" x 27" and 4" x 30" poles include an internal 5/16" steel reinforced sleeve welded inside the bottom 24" of the pole, as well as a reinforcement welded around the hand hole for added strength. For EPA ratings, see "Windloading" sheet.

PATENT

US 5,820,255; 6,640,517; Patent pending

MATERIALS

Square, non-tapered pole of structural steel tubing (ASTM A 500); with a minimum yield strength of 46,000 p.s.i. Welded to a formed carbon steel base plate with a minimum yield strength of 36,000 p.s.i.

FINISH

Exclusive Colorfast DeltaGuard® finish features an E-coat epoxy primer with medium bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

LABELS

Ruud Lighting square poles meet or exceed National Electrical Code Requirements. In the US, Ruud square poles are classified by Underwriters Laboratories Inc. for electrical ground bonding; in Canada, they are CSA certified for electrical ground bonding and structural strength.

ACCESSORY

Catalog # REC-GFIBZ (120V)
Wet Listed In-use cover

GFI Outlet Accessory

9201 Washington Avenue Racine, Wisconsin 53406-3772 USA PHONE (262) 886-1900 FAX (262) 884-3309

© Ruud Lighting Inc. Printed in USA

www.ruudlighting.com 05/17/10

RUUD LIGHTING

LIGHT POLE SPECIFICATIONS

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP NO.	LAMP	BALLAST	AMPS	WATTS	MOUNT	NOTES
OA	ARCHITECTURAL DOWNLIGHT	LIGHTOLIER	1101FR2642U/1101HCL TRIM	120	1	F42TRT/4100K	PROGRAMMED RAPID START ELECTRONIC, .98 BF, 0 DEG F START MIN	.40	45	RECESSED	
OB	FULL CUTOFF WALL PACK	RUUD	MGWC0407-M	120	1	70W PSMH	HPF	.80	92	SURFACE	1
OC	DEEP SHIELDED SECURITY	RUUD	E8407-M-H-BS/ESB-7	120	1	70W PSMH	HPF	.80	92	SURFACE	1
OD1	AVIATOR AREA CUTOFF LIGHT	RUUD	AVH40625-M/SBL-AVZ (BACKLIGHT SHIELD)	-	1	250W PSMH	CWA	-	288	20' POLE/BASE	1, 2
OE	SIGN MICRO FLOOD WITH BAFFLE	RUUD	NS6242-UL/08-9	120	1	F42TRT/4100K	PROGRAMMED RAPID START ELECTRONIC, .98 BF, 0 DEG F START MIN	.40	45	SLIP FITTER	1

SCHEDULE NOTES
1. DARK BRONZE.
2. PS4S20C-1-BZ, DARK BRONZE, .125" THICK, 4" SQUARE STEEL POLE. EPA OF LIGHT FIXTURE IS 1.2 SQFT. POLE EPA RATING AT 90 MPH IS 12.1.

REVISIONS:
04.15.13 REVISE TYPE OD

Goddard School
Pleasant Prairie

LIGHTING FIXTURE SCHEDULE, DETAILS

Partners in Design ARCHITECTS
600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812

PROJECT NO.: –
DRAWN BY: DLH
CHECKED BY: DLH
DATE: 02.22.13
SHEET NO.: E2.0

COM*check* Software Version 3.9.1

Exterior Lighting Compliance Certificate

2009 IECC

Section 1: Project Information

Project Type: **New Construction**
Project Title : Goddard School
Exterior Lighting Zone: **4 (High activity metropolitan commercial district)**

Construction Site:
Pleasant Prairie, WI

Owner/Agent:
Goddard School

Designer/Contractor:
David Henson
Hanson and Associates, Inc.
6402-32 Ave
Kenosha, WI 53142
262-654-2010

Section 2: Exterior Lighting Area/Surface Power Calculation

A Exterior Area/Surface	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B x C)	F Proposed Watts
DRIVEWAY/PARKING (Driveway)	15176 ft2	0.13	Yes	1973	1152
Walkway >= 10 feet wide	750 ft2	0.2	Yes	150	92
Walkway < 10 feet wide	284 ft of walkway length	1	Yes	284	276
Entry canopy	196 ft2	0.4	Yes	78	135
Other door (not main entry)	33 ft of door width	20	Yes	660	366
PLAY AREA (Special feature area)	2383 ft2	0.2	Yes	477	184
Main entry	3 ft of door width	30	Yes	90	0
			Total Tradable Watts* =	3712	2207
			Total Allowed Watts =	3712	
			Total Allowed Supplemental Watts** =	1300	

* Wattage tradeoffs are only allowed between tradable areas/surfaces.
** A supplemental allowance equal to 1300 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Section 3: Exterior Lighting Fixture Schedule

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
DRIVEWAY/PARKING (Driveway 15176 ft2): Tradable Wattage				
HID 1: OD: Metal Halide 250W / Pulse start	1	4	288	1152
Walkway >= 10 feet wide (750 ft2): Tradable Wattage				
HID 2: OB: Metal Halide 70W / Pulse start	1	1	92	92
Walkway < 10 feet wide (284 ft of walkway length): Tradable Wattage				
HID 2 copy 1: OC: Metal Halide 70W / Pulse start	1	3	92	276
Entry canopy (196 ft2): Tradable Wattage				
Compact Fluorescent 1: OA: Triple 4-pin 42W / Electronic	1	3	45	135
Other door (not main entry) (33 ft of door width): Tradable Wattage				
HID 2 copy 2: OB: Metal Halide 70W / Pulse start	1	4	92	368
PLAY AREA (Special feature area 2383 ft2): Tradable Wattage				
HID 2 copy 2: OB: Metal Halide 70W / Pulse start	1	2	92	184
Main entry (3 ft of door width): Tradable Wattage				
			Total Tradable Proposed Watts =		2207

LIGHTING ENERGY CALCULATIONS

Section 4: Requirements Checklist

Lighting Wattage:

☑ 1. Within each non-tradable area/surface, total proposed watts must be less than or equal to total allowed watts. Across all tradable areas/surfaces, total proposed watts must be less than or equal to total allowed watts.
Compliance: Passes.

Controls, Switching, and Wiring:

☑ 2. All exemption claims are associated with fixtures that have a control device independent of the control of the nonexempt lighting.
☑ 3. Lighting not designated for dusk-to-dawn operation is controlled by either a a photosensor (with time switch), or an astronomical time switch.
☑ 4. Lighting designated for dusk-to-dawn operation is controlled by an astronomical time switch or photosensor.
☑ 5. All time switches are capable of retaining programming and the time setting during loss of power for a period of at least 10 hours.

Exterior Lighting Efficacy:

☑ 6. All exterior building grounds luminaires that operate at greater than 100W have minimum efficacy of 60 lumen/watt.

Exceptions:

☐ Lighting that has been claimed as exempt and is identified as such in Section 3 table above.
☐ Lighting that is specifically designated as required by a health or life safety statue, ordinance, or regulation.
☐ Emergency lighting that is automatically off during normal building operation.
☐ Lighting that is controlled by motion sensor.

Exterior Lighting PASSES: Design 56% better than code.

Section 5: Compliance Statement

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2009 IECC requirements in COMcheck Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

DAVID L HANSON ELECTRICAL ENGINEER — Name - Title
Dave L A Hanson — Signature
4/3/13 — Date

DAVID L. HANSON E-29329 KENOSHA, WIS. PROFESSIONAL ENGINEER

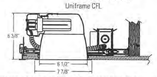
LIGHTING ENERGY CALCULATIONS

Lytecaster Performance Recessed Downlighting **1101H**

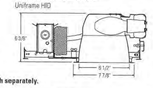
6 ¾" Aperture Horizontal Open, Performance Series, Reflector Trim

UNIFRAME

1101HCL/1101F Series Uniframe CFL



1101HCL/1101HIDED Series Uniframe HID



Complete Fixture consists of Frame-In Kit and Reflector Trim. Select each separately.

Uniframe Performance Series Reflector Trims

Catalog No.	Description
1101HCL	6-3/4" Horizontal Open Downlight – Specular Clear
1101HCD	6-3/4" Horizontal Open Downlight – Clear Diffuse
1101HWH*	6-3/4" Horizontal Open Downlight – Matte White

*Not listed for HID

Compatible Compact Fluorescent Frame-In Kits
(See Individual Frame-In Kit Specification Sheets)

Catalog No.	Installation Type	Lamping
1101F18U	Uniframe Non-IC 120/277v	18w Quad/Triple
1101FR18U	Uniframe Non-IC Remodeler 120/277v	
1101FD26L1	Uniframe Non-IC Lutron Dimming 120v	26w Quad/Triple
1101FD26L2	Uniframe Non-IC Lutron Dimming 277v	
1101FD32L1	Uniframe Non-IC Lutron Dimming 120v	32w Triple
1101FD32L2	Uniframe Non-IC Lutron Dimming 277v	
1101F2642U	Uniframe Non-IC 120/277v	26w Quad/Triple 32w Triple 42w Triple
1101FR2642U	Uniframe Non-IC Remodeler 120/277v	
1101F2642UEM	Uniframe Non-IC Emergency 120/277v	
1101FD2642MX1	Uniframe Non-IC Advance Mark10 Dimming 120v	
1101FD2642MX2	Uniframe Non-IC Advance Mark10 Dimming 277v	
1101FD2642M7U	Uniframe Non-IC Advance Mark7 Dimming 120/277v	
1101FR2642MX1	Uniframe Non-IC Advance Mark10 Dimming 120v Rem.	
1101FR2642MX2	Uniframe Non-IC Advance Mark10 Dimming 277v Rem.	
1101F18ICU/N	Performance IC 120/277v	18w Quad/Triple
1101F2642ICU	Performance IC 120/277v	26w Quad/Triple 32w Triple 42w Triple
1101F2642UN		
1101FDICMX1/N	Performance IC Advance Mark10 Dimming 120v	26w Quad/Triple 32w Triple
1101FDICMX2/N	Performance IC Advance Mark10 Dimming 277v	26w Quad/Triple 32w Triple

Compatible HID Uniframe Frame-In Kits
(See Individual Frame-In Kit Specification Sheets)

1101HIDED50U	Non-IC	50W ED17 open
1001HIDED70	Non-IC	70W ED17 open
1101HIDED100U	Non-IC	100W ED17 Open
1101HIDED50ULC	Non-IC Chicago Plenum	50W ED17 Open
1101HIDED70ULC	Non-IC Chicago Plenum	70W ED17 Open
1101HIDED100ULC	Non-IC Chicago Plenum	100W ED17 Open

Features
1. **Reflector:** Formed aluminum. Matte White flange.
2. **Finishes:** CL = Specular Clear (Iridescent Free coating)
CD = Clear Diffuse
WH = Matte White Paint
3. **Performance Data:** 80° Cutoff angle.
See attached photometric reports for distribution and efficiency data.
Go to www.lightolier.com for .IES files.

Labels
cULus Listed. Suitable for Damp Locations. I.B.E.W.

Job Information **Type:**
Job Name:
Cat. No.:
Lamp(s):
Notes:

631 Airport Road, Fall River, MA 02720 • (508) 679-8131 • Fax (508) 674-4710
We reserve the right to change details of design, materials and finish.
www.lightolier.com © 2011 Philips Group • 00211

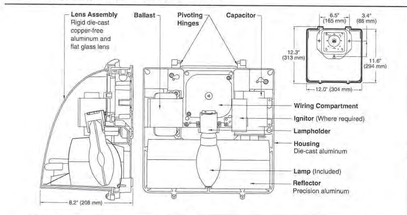
PHILIPS LIGHTOLIER®

LIGHT FIXTURE TYPE OA

DIRECT MOUNT

12" FULL CUTOFF WALL PACK

GWC0-12 SERIES



Notes

SPEC #	WATTAGE	CATALOG #
	PULSE START METAL HALIDE	
SPEC #	50W PSMH	MGWC0405-(a)(b)
SPEC #	70W PSMH	MGWC0407-(a)(b)
SPEC #	100W PSMH	MGWC0410-(a)(b)
SPEC #	150W PSMH	MGWC0415-(a)(b)
	HIGH PRESSURE SODIUM	
SPEC #	50W HPS	MGWC0505-(a)(b)
SPEC #	70W HPS	MGWC0507-(a)(b)
SPEC #	100W HPS	MGWC0510-(a)(b)
SPEC #	150W HPS	MGWC0513-(a)(b)

Specify (a) Voltage & (b) Options.

(a) VOLTAGE SUFFIX KEY	
D	120/277V (Standard: 50W HPS)
M	120/208/240/277V (Standard: PSMH; 70 – 150W HPS)
T	120/277/347V (Canada Only) (Standard: PSMH; 70 – 150W HPS)
1	120V
2	277V
27	277V Reactor (150W PSMH Only)
3	208V
4	240V
5	480V (70 – 100W PSMH; 70 – 100W HPS)
6	347V (Canada Only)

For voltage availability outside the US and Canada, see Bulletin TD-9 or contact your Ruud Lighting authorized International Distributor.

(b) OPTIONS (factory-installed)	
-(a)F	Fusing
-(a)P	Button Photocell
Q	Quartz Standby (includes 100W quartz lamp) (N/A on 277V Reactor)

Specify (a) Single Voltage — See Voltage Suffix Key

GENERAL DESCRIPTION

Full Cutoff Wall Pack fixture for HID lamp, totally enclosed. Housing is seamless copper-free die-cast aluminum. Lens assembly consists of a hinged, rigid die-cast copper-free aluminum frame and clear borosilicate glass lens held securely inside. Lens frame is easily removable and allows for easy attachment and serviceability using top pivoting hinge. Complete silicone gasketing around lens and gasketing at mounting provide a watertight seal. A precision specular aluminum reflector provides forward throw with wide distribution to ensure wide fixture spacings and maximum light levels. Fixture design provides excellent IES Full Cutoff light distribution without glare. The optical chamber is sealed to reduce dirt and insect contamination. Furnished with c-coated, copper-free, lightweight mounting box designed for installation over standard 4-inch square or octagonal and single-gang J boxes and for conduit entry from top, sides and rear. Designed and approved for easy through-wiring. All fixtures use vertical-lamp position.

ELECTRICAL

Fixture includes clear, medium-base lamp. Pulse-rated porcelain enclosed, 4kv–rated screw-shell-type lampholder. Lamp ignitor included where required. Fixtures require a minimum 90°C temperature feed wire. All ballast assemblies are high-power factor and use the following circuit types:

120V Reactor
50 – 150W HPS

277V Reactor
150W PSMH

HX — High Reactance
50 – 150W PSMH; 50 – 150W HPS

LABELS

ANSI lamp wattage label supplied, visible during relamping. UL Listed in the US and Canada for wet locations.

FINISH

Exclusive Colorfast DeltaGuard® finish features an E-coat epoxy primer with medium bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

PATENTS

6,867,959; 7,354,177; D577,146; Patents Pending.

RUUD LIGHTING DIRECT

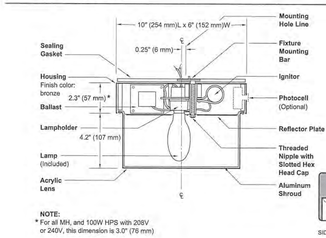
© 2011 Ruud Lighting, Inc. – A Cree Company. All rights reserved. The information in this document is subject to change without notice.
9201 Washington Avenue • Racine, Wisconsin 53406-3772 • PHONE: (800) 236-7000 • FAX: (800) 236-7500 • WEB: www.ruudlightingdirect.com Rev. 05/30/13

LIGHT FIXTURE TYPE OB

RECTANGULAR HID WALL MOUNT

DEEP SHIELDED

E8-H SERIES



Notes

NOTE:
* For all MH, and 100W HPS with 208V or 240V, this dimension is 3.0" (76 mm)

SPEC #	MOUNTING POSITION	WATTAGE	CATALOG #
		METAL HALIDE	
SPEC #	Wall Downlight	50W MH	E8405-(a)(b)
SPEC #	Wall Downlight	70W MH	E8407-(a)(b)
		HIGH PRESSURE SODIUM	
SPEC #	Any	35W HPS	E8503-(a)(b)
SPEC #	Any	50W HPS	E8505-(a)(b)
SPEC #	Wall Downlight	70W HPS	E8507-(a)(b)
SPEC #	Wall Downlight	100W HPS	E8510-(a)(b)

Specify (a) Voltage & (b) Options.

(a) VOLTAGE SUFFIX KEY	
D	120/277V (Standard: 50 – 70W MH)
T	120/277/347V (Canada Only) (70W MH; 70 – 100W HPS)
1	120V (Standard: 35 – 100W HPS)
2	277V (35 – 100W HPS)
3	208V (35 – 100W HPS)
4	240V (35 – 100W HPS)
6	347V (Canada Only) (70 – 100W HPS)

For voltage availability outside the US and Canada, see Bulletin TD-9 or contact your Ruud Lighting authorized International Distributor.

(b) OPTIONS (factory-installed)	
BS	Bronze Color Shroud
GS	Gold Color Shroud (n/a on 100W HPS)
H	High Power Factor Ballast
J	Tamperproof Lens Fasteners
-(a)P	Photocell
V	Polycarbonate Lens

Specify (a) Single Voltage — See Voltage Suffix Key

GENERAL DESCRIPTION

Aluminum die-cast ballast housing features a thermal air isolation chamber separating the ballast core and coil from the other electrical components. Supplied with a neoprene sealing gasket for complete weatherproofing at the mounting surface. A silicone rubber seal is furnished between housing and lens to ensure a water- and insect-tight seal. Steel fixture mounting bar and threaded nipple provided for direct mounting to recessed junction box. Clear acrylic lens is fastened to housing with phillips-head captive stainless-steel screws. Combination of internal polished aluminum shroud (inside painted white and outside painted silver on 100W HPS) and diffuse reflector plate provides front brightness shielding without sacrificing wide light distribution.

ELECTRICAL

Fixture includes clear, medium-base lamp and porcelain enclosed, 4kv-rated screw-shell-type lampholder with spring-loaded center contact. Lamp ignitor included where required. All ballast assemblies are normal power factor and use the following circuit types:

Reactor (120V only)
35 – 100W HPS

ReactorTransformer (208, 240, 277V)
35 – 100W HPS

HX — High Reactance
50 – 70W MH; 70 – 100W HPS (347V)

LABELS

ANSI lamp wattage label supplied, visible during relamping. UL Listed in the US and Canada for wet locations and enclosure classified IP54 per IEC 529 and IEC 598.

FINISH

Exclusive DeltaGuard® finish features an E-coat epoxy primer with medium bronze acrylic powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

ACCESSORIES

ESB-7	Surface Mounting Box
PAS-7	Pole Mounting Bracket
TPS-1	Tamperproof Screwdriver

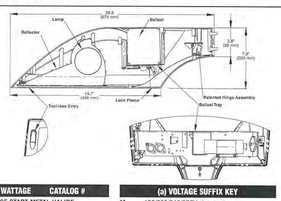
9201 Washington Avenue Racine, Wisconsin 53406-3772 USA PHONE (262) 886-1900 FAX (262) 884-3309
© Ruud Lighting Inc. Printed in USA www.ruudlighting.com 12/11/03

LIGHT FIXTURE TYPE OC

MEDIUM HOUSING

AVIATOR AREA CUTOFF LIGHT

AVH40-19 SERIES



Notes

SPEC #	WATTAGE	CATALOG #
	PULSE START METAL HALIDE	
	200W PSMH	AVH40620-(a)(b)
	250W PSMH	AVH40625-(a)(b)
	‡ 320W PSMH	AVH40632-(a)(b)
	‡ 350W PSMH	AVH40635-(a)(b)
	‡ 400W PSMH	AVH40640-(a)(b)
	METAL HALIDE	
	175W MH	AVH40417-(a)(b)
	250W MH	AVH40425-(a)(b)
	‡ 400W MH	AVH40440-(a)(b)
	HIGH PRESSURE SODIUM	
	250W HPS	AVH40525-(a)(b)
	400W HPS	AVH40540-(a)(b)

Specify (a) Voltage & (b) Options.
‡ Reduced envelope ED28 lamp.

(a) VOLTAGE SUFFIX KEY	
M	120/208/240/277V (Standard)
T	120/277/347V (Canada Only)
1	120V
2	277V
27	277V Reactor (PSMH Only)
3	208V
4	240V
5	480V
6	347V (Canada Only)

For voltage availability outside the US and Canada, see Bulletin TD-9 or contact your Ruud Lighting authorized International Distributor.

(b) OPTIONS (factory-installed)	
-(a)F	Fusing
-(a)P	Button Photocell
-SP	External Photocell (for 480V)
Q	Quartz Standby (includes 100W quartz lamp) (N/A on 277V Reactor)

Specify (a) Single Voltage — See Voltage Suffix Key

GENERAL DESCRIPTION

60° forward throw full cutoff luminaire for HID lamp, totally enclosed. Housing is seamless copper-free die-cast aluminum. Electrical components are heatsunk to the housing in a quick disconnect ballast tray. Fixture mounts directly to pole or wall with integrated arm. Additional mountings are available. Lens assembly consists of tool-less quick release frame constructed of rigid aluminum and high-impact, clear-tempered glass lens. High-temperature silicone gasket seals lens from water and insects. Fixture suitable up to 40°C ambient temperature.

FINISH

Exclusive DeltaGuard® finish features an E-coat epoxy primer with medium bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

ELECTRICAL

Fixture includes clear, mogul-base lamp; 320 – 400W PSMH and 400W MH utilize the ED28 reduced envelope lamp. Pulse-rated porcelain enclosed, 4kv-rated screw-shell-type lampholder with spring-loaded center contact and lamp grips. Lamp ignitor included where required. All ballast assemblies are high-power factor and use the following circuit type:

Reactor (277V PSMH)
200 – 400W PSMH

CWA — Constant Wattage Autotransformer
200 – 400W PSMH; 175 – 400W MH; 250 – 400W HPS

LABELS

ANSI lamp wattage label supplied, visible during relamping. UL Listed in US and Canada for wet locations and enclosure classified IP65 per IEC 529.

PATENTS

US 7,284,877; 4,689,729; 4,709,312; D500,885; D501,057; D501,946; D501,947; D502,283; D531,882; Canada 74203

MOUNTING ACCESSORIES: (field-installed)

Post Top Tenon Adaptor (for 2-3/8" – 3" O.D.)

PT-A21	1 fixture
PT-A22(90)	90° twin
PT-A22(180)	180° twin
PT-A23(90)	90° triple
PT-A23(120)	120° triple
PT-A24(90)	90° quad
AVRP-2	Round Pole Adaptor (fits 3" – 6" dia. pole)
AVE-2	Extended Arm
AVU-2	Upsweep Extended Arm
WM-5	Wall Mount Box

FIXTURE ACCESSORY: (field-installed)

SBL-AV2	Backlight Shield

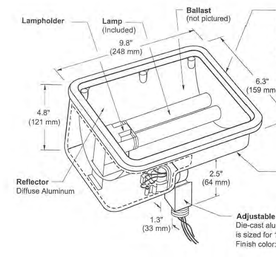
9201 Washington Avenue Racine, Wisconsin 53406-3772 USA PHONE (262) 886-1900 FAX (262) 884-3309
© Ruud Lighting Inc. Printed in USA www.ruudlighting.com 11/6/08

LIGHT FIXTURE TYPE OD

FLUORESCENT

MICRO FLOOD

NS6-F SERIES



SPEC #	WATTAGE	CATALOG #
	FLUORESCENT	
	13W FL	NS6213-(a)(b)
	26W FL	NS6226-(a)(b)
	32W FL	NS6232-(a)(b)
	42W FL	NS6242-(a)(b)

Specify (a) Voltage & (b) Options.

(a) VOLTAGE SUFFIX KEY	
1	120V (13 – 26W [2 – 13W] FL) (Magnetic Ballast)
2	277V (13 – 26W [2 – 13W] FL) (Magnetic Ballast)
8L	347V (Canada Only)
UL	120 – 277V Universal Voltage (Standard)

For voltage availability outside the US and Canada, see Bulletin TD-9 or contact your Ruud Lighting authorized International Distributor.

(b) OPTIONS (factory-installed)	
H	High Power Factor (Magnetic Only)
J	Tamperproof Lens Fasteners
-(a)P	Photocell
X	Linear Spread Lens-Horizontal
Y	Linear Spread Lens-Vertical

Specify (a) Single Voltage — See Voltage Suffix Key

GENERAL DESCRIPTION

Micro Floodlight for Fluorescent lamp, totally enclosed. Housing is seamless die-cast aluminum for strength and durability. Die-cast aluminum adjustable fitter allows for directional aiming, as well as 5° incremental vertical adjustment. Lower fitter includes 1/2"-14 NPSM threads 0.70" (18 mm) long for mounting to 1/2"-14 NPSM knockout. Lens assembly consists of die-cast aluminum frame and 1/8" (3 mm) thick double strength heat tempered glass. Complete silicone gasketing at lens and housing.

ELECTRICAL

Fixture includes either one or two 13W (for magnetic), or one 13W, 26W, 32W or 42W (for electronic) twin tube compact fluorescent lamp. Electronic ballast assemblies are high-power factor, magnetic are normal power factor, and use the following circuit type:

Preheat – Magnetic
(minimum starting temperature 32°F (0°C))
13 – 26W FL

Electronic (120 – 277V Universal Voltage & 347V) (minimum starting temperature 0°F [-18°C])
13 – 42W FL

LABELS

ANSI lamp wattage label supplied, visible during relamping. UL Listed in US and Canada for wet locations and enclosure classified IP65 per IEC 529 and IEC 598.

FINISH

Exclusive DeltaGuard® finish features an E-coat epoxy primer with bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

ACCESSORIES

DB-9	Deep Baffle
FWG-9	Wire Guard
GS-9	Glare Shield
MNB-1	Mounting Box
MNB-2	Mounting Box with Stake, Cord and Plug
MNH-2	Conduit Stuffitter
TPS-1	Tamperproof Screwdriver

9201 Washington Avenue Racine, Wisconsin 53406-3772 USA PHONE (262) 886-1900 FAX (262) 884-3309
© Ruud Lighting Inc. Printed in USA www.ruudlighting.com 01/07/04

LIGHT FIXTURE TYPE OE

REVISIONS:
04.15.13 REVISE TYPE OD

Goddard School
Pleasant Prairie

600 Fifty-Second Street
Suite 220
Kenosha, WI 53142
Ph.: (262)652-2800
Fax: (262)652-2812

PartnersinDesign ARCHITECTS

LIGHTING ENERGY CALCULATIONS, LIGHTING CUT SHEETS

PROJECT NO.: –
DRAWN BY: DLH
CHECKED BY: DLH
DATE: 02.22.13
SHEET NO.: E3.0

SOUTH AND EAST BUILDING ELEVATIONS

1"=20'-0"

THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT

THE GODDARD SCHOOL 25 YEARS 1988 Learning through play since

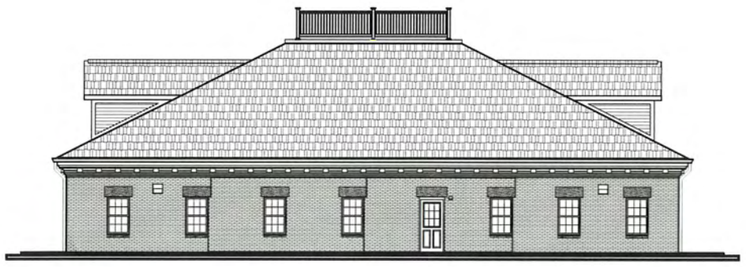
Goddard School Pleasant Prairie

91st Avenue and 74th Street

© 2013 Partners in Design Architects, Inc.

Plan Commission - Building Images
Exhibit 'A'
04.22.13

Partners in Design ARCHITECTS
262.652.2800 Kenosha, WI
847.940.0300 Riverwoods, IL



NORTH AND WEST BUILDING ELEVATIONS

1"=20'-0"

THE GODDARD SCHOOL FOR EARLY CHILDHOOD DEVELOPMENT

THE GODDARD SCHOOL 25 YEARS 1988 Learning through play since

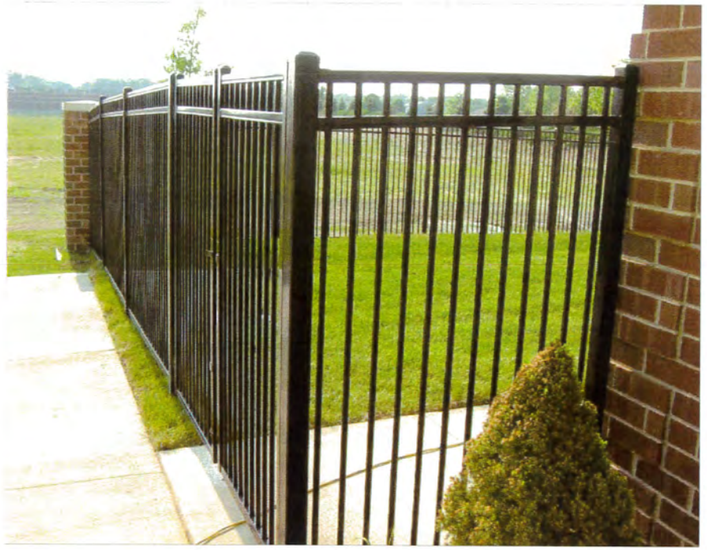
Goddard School Pleasant Prairie

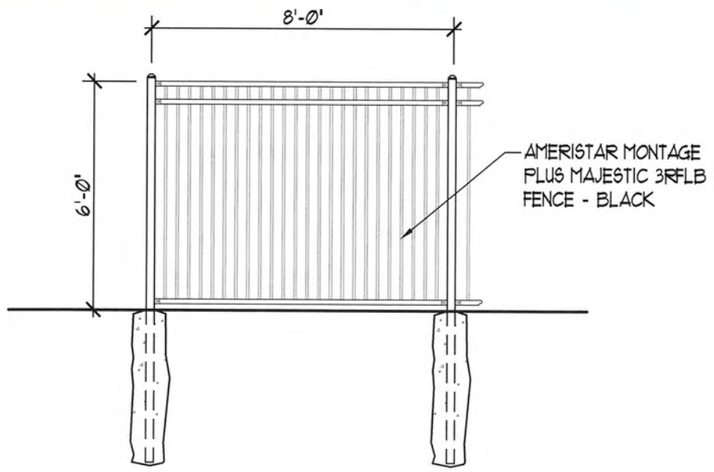
91st Avenue and 74th Street

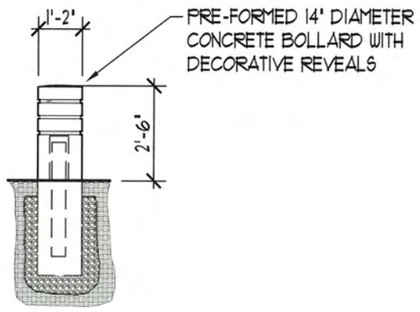
© 2013 Partners in Design Architects, Inc.

Plan Commission - Building Images
Exhibit 'B'
04.22.13

Partners in Design ARCHITECTS
262.652.2800 Kenosha, WI
847.940.0300 Riverwoods, IL







FENCE AND BOLLARD DETAILS

1/4"=1'-Ø"

Goddard School Pleasant Prairie

91st Avenue and 74th Street

© 2013 Partners in Design Architects, Inc.

Plan Commission - Building Images
Exhibit 'C'
04.22.13

Partners in Design ARCHITECTS
262.652.2800 Kenosha, WI
847.940.0300 Riverwoods, IL

Document Number
AFFIDAVIT OF CORRECTION

Wisconsin Department of Transportation
DT1458 8/2003

Pursuant to s.236.295(1)(a), Wis. Stats., I, Susan King, authorized Wisconsin Department of Transportation representative, certify that in the plat of:

Legal Decription:

Westfield Heights being part of the Southeast ¼ of Section 5, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Wisconsin and recorded as Document Number 1469350 in the Office of the Register of Deeds for Kenosha County, Wisconsin.

This Affidavit is for the purpose of modifying the above document as follows:
The 180' x 180' vision triangle is not drafted correctly and should be revised. Two 15' x 50' vision triangles should be substituted instead. They should be 15' along both sides of 74th Street and 50' along the North line of S.T.H. "50"; both East and West of 74th Streets.

This space is reserved for recording data

Sue King
Wisconsin Department of Transportation
Southeast Region
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number
91-4-122-054-0320 & 91-4-122-054-0321

(Authorized DOT Signature)

Susan King
(Print Name)

James E Robinson
(Surveyor Signature)

James E. Robinson, R.L.S.
(Print Name)

Approval Certification

(Date)

(Name of Local Government)
Approved for recording by the government identified above.

(Clerk Signature)

(Print or Type Name of Clerk)

City Approval Notary Certificate

State of Wisconsin
County } ss.

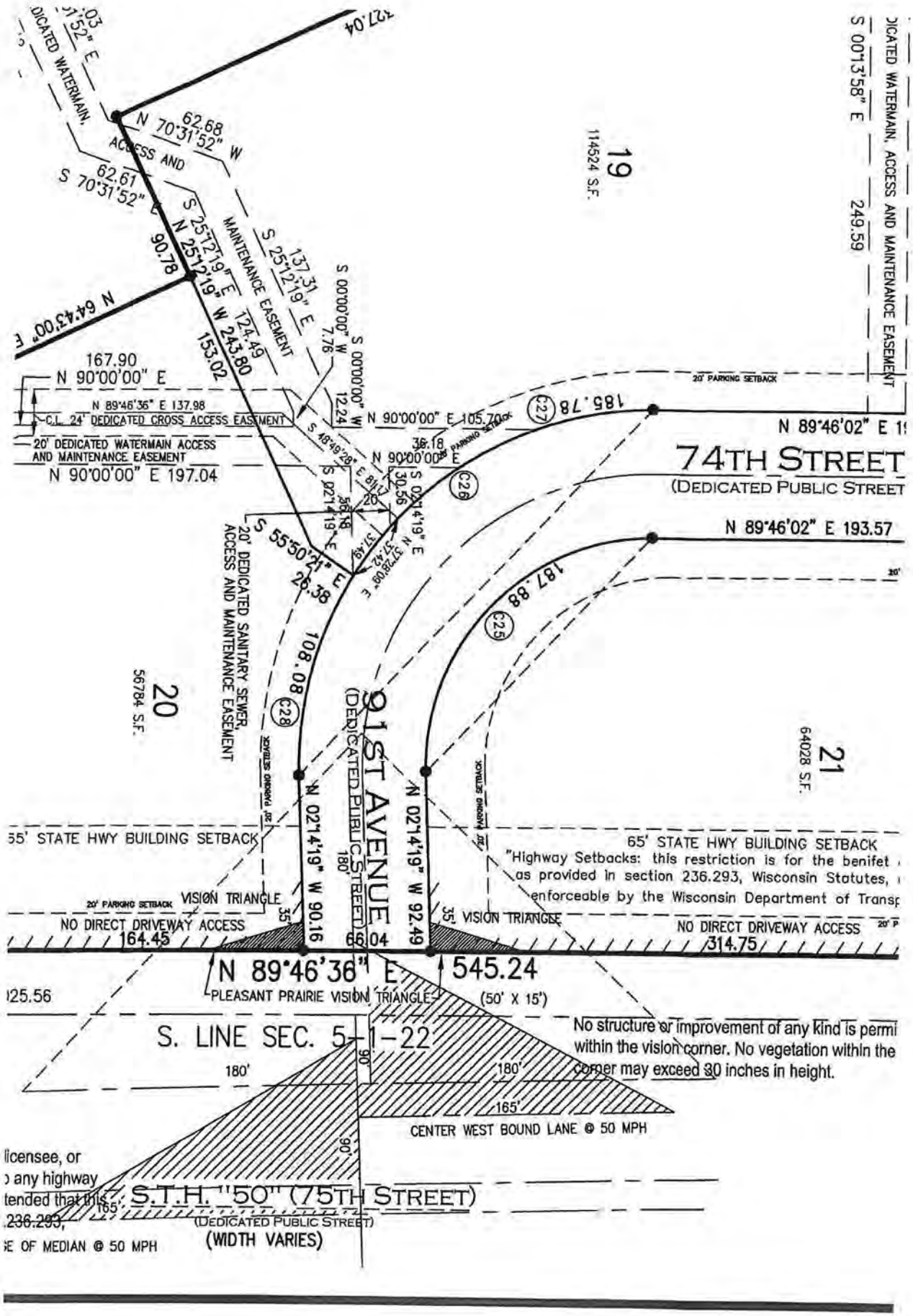
Subscribed and sworn to before me this date:

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

This instrument was drafted by: Nielsen Madsen & Barber, S.C., 1458 Horizon Blvd., Suite 200, Racine, WI 53406


DICATED WATERMAIN, ACCESS AND MAINTENANCE EASEMENT
S 00°13'58" E 249.59
19
114524 S.F.
127.04
N 70°31'52" W 62.68
S 70°31'52" E 62.61
ACCESS AND
MAINTENANCE EASEMENT
S 25°12'19" E 137.31
N 25°12'19" W 243.80
153.02
90.78
N 64°43'00" E
S 00°00'00" W 7.76
S 00°00'00" W 12.24
167.90
N 90°00'00" E
N 89°46'36" E 137.98
C.L. 24' DEDICATED CROSS ACCESS EASEMENT
20' DEDICATED WATERMAIN ACCESS AND MAINTENANCE EASEMENT
N 90°00'00" E 197.04
20' PARKING SETBACK
N 90°00'00" E 105.70
185.78
C27
N 89°46'02" E 1
74TH STREET
(DEDICATED PUBLIC STREET
S 48°49'28" E 7.18
S 02°14'19" E 56.18
20
30.56
38.18
N 90°00'00" E
S 02°14'19" E
C26
N 89°46'02" E 193.57
S 55°50'21" E 26.38
37.49
N 37°28'09" E 37.42
187.88
C25
20' DEDICATED SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
108.08
C28
20
56784 S.F.
91ST AVENUE
(DEDICATED PUBLIC STREET)
180'
N 02°14'19" W 90.16
N 02°14'19" W 92.49
21
64028 S.F.
55' STATE HWY BUILDING SETBACK
65' STATE HWY BUILDING SETBACK
"Highway Setbacks: this restriction is for the benifet
as provided in section 236.293, Wisconsin Statutes,
enforceable by the Wisconsin Department of Transp
20' PARKING SETBACK
VISION TRIANGLE
35'
NO DIRECT DRIVEWAY ACCESS
164.45
66.04
35' VISION TRIANGLE
NO DIRECT DRIVEWAY ACCESS
314.75
N 89°46'36" E 545.24
125.56
PLEASANT PRAIRIE VISION TRIANGLE
(50' X 15')
S. LINE SEC. 5-1-22
No structure or improvement of any kind is permi
within the vision corner. No vegetation within the
corner may exceed 30 inches in height.
180'
90'
180'
165'
CENTER WEST BOUND LANE @ 50 MPH
licensee, or
any highway
tended that this
236.293,
E OF MEDIAN @ 50 MPH
S.T.H. "50" (75TH STREET)
(DEDICATED PUBLIC STREET)
(WIDTH VARIES)

Document number

CORRECTION INSTRUMENT

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

Undersigned hereby states that a certain document ("conveyance") titled as Westfield Heights Plat and executed between Westfield Development Corporation, Grantor and Westfield Development Corporation, Grantee, was recorded in Kenosha County, Wisconsin, on February 10, 2006, as document number 1469350, and:

Undersigned makes this Correction Instrument for the purpose of amending the conveyance as follows:

That Westfield Heights Plat is hereby amended pursuant to the Village of Pleasant Prairie Resolution _____, vacating the 24' Wide Cross Access Easement on Lots 19 and 20 and adding a 30' Wide Cross Access Easements on said Lots.

See Attached Exhibit A.

Recording area

Name and return address

Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406

91-4-122-054-0301 thru
91-4-122-054-0321

Parcel identification number (PIN)

The basis for Undersigned's personal knowledge is (check one):

___ Undersigned is the Grantor/Grantee of the property described in the conveyance

_X_ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument

___ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument

___ Other (Explain):

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument **(if a copy of the conveyance is not attached, please attach legal description).**

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st Class mail to all parties to the transaction that was subject to the conveyance at their last known addresses.

Dated: February 22, 2013

Signed: _____

* James E. Robinson, R.L.S. #1283

AUTHENTICATION

Signature of _____

_____

Authenticated on _____.

_____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by Wisc. Stat. §706.06)

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Racine)

Subscribed and sworn to (or affirmed) before me this 22nd day of February, 2013.

_____

* Kim Williams
Notary Public, State of Wisconsin
My Commission expires: February 5, 2017.

This instrument is drafted by: Nielsen Madsen & Barber, S.C.

*Names of persons signing in any capacity must be typed or printed below their signature. WRDA version V - 9/20/1999

EXHIBIT A

VACATED 24' WIDE CROSS ACCESS EASEMENT – LOTS 19 & 20, WESTFIELD HEIGHTS

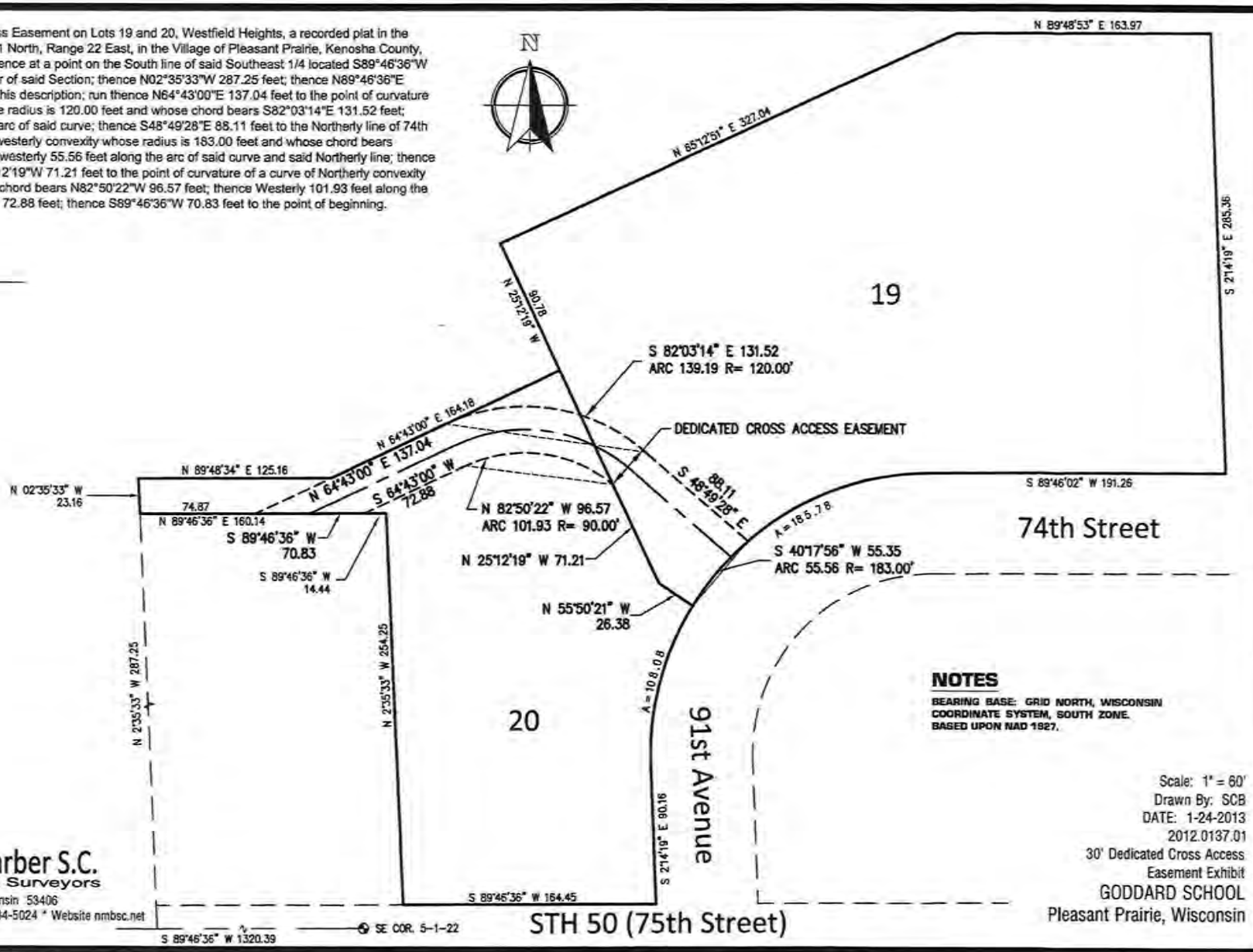
That part of the Southeast ¼ of Section 5, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the South line of said Southeast ¼ located S89°46'36"W 1320.39 feet from the Southeast corner of said Section; thence N02°35'33"E 287.25 feet; thence N89°46'36"E 135.63 feet to the point of beginning of a description of the centerline of a 24' wide cross access easement; run thence N64°43'00"E 52.66 feet; thence N89°46'36"E 137.98; thence S48°49'28"E 81.17 feet to the point of terminus.

NEW CROSS ACCESS EASEMENT – LOTS 19 & 20, WESTFIELD HEIGHTS

That part of the Southeast 1/4 of Section 5, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin bounded as follows: Commence at a point on the South line of said Southeast 1/4 located S89°46'36"W 1320.39 feet from the Southeast corner of said Section; thence N02°35'33"W 287.25 feet; thence N89°46'36"E 74.87 feet to the point of beginning of this description; run thence N64°43'00"E 137.04 feet to the point of curvature of a curve of Northerly convexity whose radius is 120.00 feet and whose chord bears S82°03'14"E 131.52 feet; thence Easterly 139.19 feet along the arc of said curve; thence S48°49'28"E 88.11 feet to the Northerly line of 74th Street and a point on a curve of Northwesterly convexity whose radius is 183.00 feet and whose chord bears S40°17'56"W 55.35 feet; thence Southwesterly 55.56 feet along the arc of said curve and said Northerly line; thence N55°50'21"W 26.38 feet; thence N25°12'19"W 71.21 feet to the point of curvature of a curve of Northerly convexity whose radius is 90.00 feet and whose chord bears N82°50'22"W 96.57 feet; thence Westerly 101.93 feet along the arc of said curve; thence S64°43'00"W 72.88 feet; thence S89°46'36"W 70.83 feet to the point of beginning. Containing 11,009 sq.ft.

A Drawing of a Dedicated Cross Access Easement on Lots 19 and 20, Westfield Heights, a recorded plat in the Southeast 1/4 of Section 5, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin bounded as follows: Commence at a point on the South line of said Southeast 1/4 located S89°46'36"W 1320.39 feet from the Southeast corner of said Section; thence N02°35'33"W 287.25 feet; thence N89°46'36"E 74.87 feet to the point of beginning of this description; run thence N64°43'00"E 137.04 feet to the point of curvature of a curve of Northerly convexity whose radius is 120.00 feet and whose chord bears S82°03'14"E 131.52 feet; thence Easterly 139.19 feet along the arc of said curve; thence S48°49'28"E 88.11 feet to the Northerly line of 74th Street and a point on a curve of Northwesterly convexity whose radius is 183.00 feet and whose chord bears S40°17'56"W 55.35 feet; thence Southwesterly 55.56 feet along the arc of said curve and said Northerly line; thence N55°50'21"W 26.38 feet; thence N25°12'19"W 71.21 feet to the point of curvature of a curve of Northerly convexity whose radius is 90.00 feet and whose chord bears N82°50'22"W 96.57 feet; thence Westerly 101.93 feet along the arc of said curve; thence S64°43'00"W 72.88 feet; thence S89°46'36"W 70.83 feet to the point of beginning. Containing 11,009 sq.ft.

February 22, 2013



NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

Scale: 1" = 60'
Drawn By: SCB
DATE: 1-24-2013
2012.0137.01
30' Dedicated Cross Access Easement Exhibit
GODDARD SCHOOL
Pleasant Prairie, Wisconsin

Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Phone (262) 634-5588 * Facsimile (262) 634-5024 * Website nmbsc.net

Friday, February 22, 2013 1:26:39 PM

E. PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO CONDITIONAL USE PERMIT #12-10 for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc., the property owners, to allow BP Amoco to operate the gasoline station and convenience store located at 10477 120th Avenue after May 1, 2013.

Recommendation:

Village staff recommendation to be presented at the hearing.

The Plan Commission will have the option to either continue the public hearing until Tuesday, May 28, 2013 or deny the continuation of the hearing. The Conditional Use Permit was granted on November 19, 2012 for a temporary time period having an expiration date of May 1, 2013.

VILLAGE STAFF REPORT OF APRIL 22, 2013

PUBLIC HEARING AND CONSIDERATION OF AN AMENDMENT TO CONDITIONAL USE PERMIT #12-10 for the request of Attorney J. Michael McTernan agent for VIDHYA Corp, VIII, Inc., the property owners, to allow BP Amoco to operate the gasoline station and convenience store located at 10477 120th Avenue after May 1, 2013.

PUBLIC HEARING COMMENTS:

BRIEF OVERVIEW SINCE NOVEMBER 19, 2012

A Settlement Agreement was executed between the Owners of the BP Gas Station and the Village on November 19, 2013. The Agreement stipulated conditions and milestones that the Owner must be in compliance with in order to allow for continued operation and the remediation of the illicit discharge from their facility. There has been progress on the remediation. The original substantial completion date was extended from April 1, 2013 to April 22, 2013. This was a result of a request by the Owners' legal counsel to allow the diesel and gasoline sumps to be replaced. During the installation of the well piping and electrical for the pumps it was discovered that the condition of the existing sumps was extremely deteriorated and that replacement was the best option and additional time would be needed for this. This was granted.

One provision in the Settlement Agreement was to keep the groundwater levels 8 feet or more below the ground surface. The Village Engineer provided a table which shows that these levels were exceeded 5 times for the diesel sump and 12 times for the gasoline sump. The treatment system was started up in March without 3 day startup or weekly compliance testing completed.

The Contractor onsite is rushing to substantially complete the building by Monday, April 22, 2013. He has indicated to the Village Engineer that he pulled off the job in January because he had not been paid so this put him behind. In addition we have had to prompt the Contractor for permits and inspections. Initial requests for building permits included no plans to review. The Engineer has had to remind the contractor to schedule electrical and building permits.

Communication between the Owners Environmental Consultant and the Village and the Village's consultant (Drake) has been sporadic and not always timely. Village staff has not received sampling results and a required update to the site investigation plan as specified in the Settlement Agreement Amendment. The Owners' consultant (Midwest) changed project managers with no notice. The Engineer was told that Midwest, Northern Environmental, and Misurelli Construction were unaware that there was an Amendment to the Agreement. The third groundwater extraction well has not been constructed as of today (Friday, April 19, 2013). It may be installed tomorrow—Saturday--only because the Engineer called the Owners' counsel and reminded him that this was to have been completed as per the Amendment as well as three days of testing.

Work that has been completed has been acceptable. However, submittal of required information has been inconsistent and in many instances has had to be prompted by Village staff and our consultant. See copies of Settlement Agreement Amendment, Exhibit of Milestone Dates and Gas Well levels.

Since the November meeting, the DSIS Agreement and Easement have been executed and the new camera system has been installed and is operational. All other exterior site work is ongoing.

Historical findings from the November 19, 2012 Public Hearing are contained below in this memorandum. See updates in RED to the previous conditions of approval – Starting on Page 12.

Historical Findings of Fact

1. The petitioner is requesting the following approvals for the BP Amoco gasoline and convenience store located at 10477 120th Avenue, known as Lot 14 of CSM 1489 located in a part of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 92-4-122-302-0130:

   a. **Conditional Use Permit including Site and Operational Plans** that would allow BP Amoco to operate the gasoline station and AM/PM convenience store and to address the installation of a carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site located at 10477 120th Avenue.

2. VIDHYA Corp, VIII, Inc. ("Vidhya") is the current owner of a property located at 10477 120th Avenue, Pleasant Prairie Wisconsin (the "Property") with the following Tax Parcel number: 92-4-122-302-0130. The Property contains the BP Amoco gasoline station #3789 and convenience store (the "Station").

3. In June 1993, August 1993, December 22, 1998, September 1999, May 2006 and February 2001, separate hazardous substance releases (the "Prior Releases") at the Property were reported to the Wisconsin Department of Natural Resources (the "WDNR"), for which the WDNR identified BP as the responsible party ("RP"). The WDNR closed the site with GIS Registry on December 20, 2006 (**Exhibit A of Exhibit 1** contains information regarding historical releases).

4. On April 26, 2011, the Village of Pleasant Prairie reported to the WDNR what it claimed was a hazardous substance release at the Property. The WDNR subsequently identified Vidhya as the RP. In addition, on or about June 9, 2009 WE Energies and the owner of an adjacent property reported a strong gassy smell and a possible spill in a ditch line area along the south side of STH 165, adjacent to the Property (Collectively, the Prior Releases, June 2009, April 2011 and any subsequent releases at the Property are referred to as the "Releases".)

5. The Station operates at the Property under Conditional Use Permit #01-11, approved by the Village Plan Commission on June 25, 2001 (the "C.U. Permit").

6. On February 22, 2012, the Village issued a compliance order (the "Order") to Vidhya to: eliminate the alleged illicit discharge at the Property; cease and desist the alleged discharges, practices, or operations; and/or, to abate or remediate the alleged stormwater pollution or contamination hazards and restore any affected property.

7. Vidhya is of the opinion that because the site is situated in clay, the pipeline and utility trenches with granular backfill serve as a collection system for the multiple petroleum releases which occurred during BP's ownership. Some tests results have contained high concentrations of contaminants, including diesel range organics (DRO) and benzene which may indicate a more recent discharge of petroleum products on the Property which could be contributing to the alleged illicit discharge at the Property.

8. From April, 2011 to November 5, 2012 several Remedial Activities have been conducted by Vidhya, see ***Exhibit A of Exhibit 1***.

9. The Village has alleged that Vidhya has not met the Order's required actions, and has issued several citations (the "Citations") to Vidhya and is also alleging that Vidhya is noncompliant with the terms of the C.U. Permit due to "illicit discharges or petroleum releases into the drainage ditch adjacent to the Property that have occurred and continue to occur from the Property, which also drain onto the adjacent property impacting the water quality and resulting in potentially both soil and water contamination." The Citations include potential fines totaling $84,500.00 (the "Fines"). The Village has also threatened to suspend or revoke the C.U. Permit and use of the Property as a gas station until or unless "there is compliance with the standards, regulations and condition imposed with said permit." Even though the Village alleges that Vidhya has not met the Order's required actions, the Village stopped issuing Citations as of July 22, 2012. A public hearing was held before the Village Plan Commission on August 20, 2012 and at that time evidence and testimony were submitted and the hearing was closed. The Village Plan Commission made no findings and did not act on the Petition of the Village to revoke or suspend the C.U. Permit and has since adjourned the meeting to November 12, 2012.

10. Vidhya disputes that it is responsible for the Releases at the Property or for the environmental condition of the Property. Nonetheless, Vidhya has spent approximately $300,000 to date to address the Releases and has agreed to take additional actions to further address the Releases.

11. Illicit discharges at the Property which violate Village Ordinances continue and Vidhya has agreed to perform remedial activities for stopping said illicit discharges from the Property and Vidhya further agrees to comply with all Village Ordinances.

12. In return for Vidhya's agreement to complete and fulfill performance of certain Remedial Activities at the Property to further address the Releases, and to bring the Property into compliance with Village Ordinances, the Village has agreed to the terms of the Settlement Agreement and to allow the C.U. Permit, amended as provided below, to continue in effect.

13. In accordance with the **Settlement Agreement** (see ***Exhibit 1)***, Vidhya and/or Vidhya's consultants or contractors on Vidhya's behalf, shall complete the following Remedial Activities, in accordance with applicable law:

    a. By October 1, 2012, conduct interim Remedial Activities by installing a 21,000 gallon frac water holding tank (delivered September 17, 2012) for pump out and ground water level control of the UST tank field to eliminate from the north storm water ditch, discharges of petroleum impacted ground water (subject to reasonable permit issuance by the controlling governmental agencies). Pumping of the tank field started September 20, 2012;

    b. Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge, to include at a minimum PVOC, lead, naphalene and PAH analysis during the initial startup phase, see ***Exhibit B of Exhibit 1***. Depending on the results of testing, additional parameters may be added or subtracted from the sampling regimen, reasonably acceptable to the Village, by November 6, 2012. In addition, the Village or its contractors shall be entitled to perform similar sampling and analytical testing, at Vidhya's expense, for purposes of confirmation of testing results and compliance monitoring;

    c. Beginning on November 9, 2012, prepare a daily inspection log (to be delivered to the Village Engineer weekly) and complete daily inspections of

the Property, to include the storm water discharge culvert and the road ditch and weekly checks of the tank sumps;

d. Work with the WDNR to prepare a Preliminary Site Investigation Plan based on the information and sampling results developed during implementation of the Remediation Plan which Site Investigation Plan will be completed and a copy delivered to the Village by November 16, 2012;

e. Prepare and submit to the Village a Preliminary Remediation Plan, reasonably acceptable to the Village, by November 16, 2012; said Remediation Plan to include testing and remediation in compliance with all local, state and federal laws, rules, regulations and ordinances, including without limitation, those contained in Chapter 292 of the Wisconsin Statutes;

f. Contain any contaminated materials at the Property, including but not limited to maintaining and replacing, as necessary, surface water skimmer booms and/or additional materials to capture any sheen in the road ditch area;

g. By December 19, 2012, install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral (also submit and obtain Village Erosion Control Permit) and install a carbon treatment system on the Property by January 18, 2013 to treat and control groundwater level in the tank field and construct a heated and insulated small structure that will prevent equipment from freezing; provided that Vidhya agrees that the liquid level in the diesel tank sumps and gasoline tank sumps shall be maintained at a level of 8 feet or greater below the ground surface to the top of the water level in the sumps. All parties acknowledge prior to construction of any recovery system Vidhya shall provide plans and elevations to the Village for Village review, and to obtain any necessary temporary or permanent amendments or changes to the C.U. Permit and the PUD Ordinance affecting the Property ***Exhibit C of Exhibit 1*** shows the location for the carbon treatment system for ground water treatment;

h. Consult with the WDNR and obtain WDNR comments on the planned Remedial Activities;

i. Replace northerly outfall manhole by December 7, 2012 and to properly dispose of any contaminated soils that may have to be excavated during said storm sewer repairs or any future repairs;

j. Re-sod and restore the Property disturbed by implementation of Remedial Activities;

k. Consent to the amendment of the C.U. Permit and the PUD Ordinance affecting the Property, to provide that any violation of the terms of this Settlement Agreement will be a violation of the terms of the C.U. Permit, to authorize the construction of the carbon ground water treatment system and structure;

l. Comply with the performance standards and reporting requirements of the WDNR WPDES Permit and with WDNR regulatory requirements for the investigation and remediation of any onsite and offsite discharges or releases incorporated herein by reference; and

m. Substantial completion and implementation of all Remedial Activities shall take place on or before March 1, 2013, and final completion of all Remedial Activities shall take place the earlier of April 1, 2013 or 120 days following the

obtaining of all required approvals and permits from the Village, the State and the WDNR,(the "Compliance Date").

n. Vidhya agrees to pay all reasonable costs and expenses incurred by the Village arising out of, or relating to, the alleged illicit discharges at the Property or the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, environmental consultant fees, fees for the Village Engineer and other Village staff, testing, sampling, and all similar costs. The Village estimates that its costs to September 27, 2012 are approximately $_____ as shown on ***Exhibit E of Exhibit 1***. attached hereto and incorporated herein by reference. Vidhya agrees to pay the amount of $_____ on or before December 31, 2012 and to pay any other invoices from the Village for such expenses within fourteen (14) days following the date they have been notified by the Village in accordance with Paragraph 17 of the Settlement agreement of amounts owed.

o. The Village agrees not to issue any new Citations regarding anything covered in this Agreement, subject to the ability of the Village to issue new Citations if Vidhya violates any terms or provisions of this Agreement or Village ordinances after the date of this Agreement, and allow the Conditional Use Permit, as amended, to continue in effect. Nothing contained in this Agreement shall affect the rights of the parties regarding any Citations and Fines issued prior to the date of this Agreement. All such existing Citations and Fines shall be the subject of the pending legal action in the Village Municipal Court.

p. Vidhya shall apply for and obtain all local, state and federal permits that are required for Vidhya to undertake the Remedial Activities, including but not limited to a Wisconsin DOT Work-in-the-Right-Of-Way Permit and a Village erosion control permit (collectively, the "Remedial Activities Permit(s)"). All parties acknowledge that the C.U. Permit and PUD Ordinance affecting the Property will need to be amended to allow the construction of the carbon ground water treatment system and structure.

q. The Village agrees to reasonably support and facilitate the review and approval of Vidhya's applications for the Remedial Activities Permits.

r. Except as specifically set forth in the Settlement Agreement, Vidhya agrees to indemnify and to hold harmless the Village and all of its elected officials, officers, directors, employees, agents, shareholders, attorneys, subsidiaries, successors and assigns from any and all claims, causes of action, loss, costs, expense, damage, injury, obligation, liability, penalty, fine, suit, including, without limitation, attorney and consultant fees and expenses, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to or arising out of the Remedial Activities and where founded upon or growing out of the acts or omissions of Vidhya.

s. Except as specifically provided in the Settlement Agreement, there are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and Vidhya, as to the subject matter hereof. Except as specifically provided in the Settlement Agreement, all Village Ordinances apply to Vidhya and the Property.

14. If Vidhya does not complete any of its obligations under the Settlement Agreement by the due date (the "Delayed Completion"), Vidhya agrees to pay liquidated damages to the Village in accordance with ***Exhibit F of Exhibit 1*** and incorporated

herein by reference (the "Liquidated Damages"), provided however, that Vidhya will not pay Liquidated Damages if the Delayed Completion is substantially caused by any of the following: (a) the Village; (b) a delay in Vidhya' s Remedial Activities which delay is beyond Vidhya' s reasonable control; or, (c) a Force Majeure Event. For purposes of the Settlement Agreement, a "Force Majeure Event" means an event or occurrence including without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosion, strike, lockout or other labor dispute which is beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts. If Vidhya violates any provisions of the Settlement Agreement, the Village may also exercise all rights and remedies allowed pursuant to the Settlement Agreement and applicable law, including without limitation, issuing additional Citations, seeking the suspension or revocation of the C.U. Permit, seeking injunctive relief and collecting its actual damages from Vidhya. The use of any remedy shall not preclude the use of any other remedies.

15. The property is zoned B-4, PUD Freeway Service Business District with a Planned Unit Development Overlay and a gasoline station requires a Conditional Use Permit in the B-4 District.

16. C.U. Permit #91-001 (***Exhibit 2***) approved by the Village on August 5, 1991 allowed for the construction and operation of a gasoline station/convenience store.

17. C. U. Permit #01-11 (***Exhibit 3)*** approved by the Village on June 24, 2001 allowed the owner to re-develop the property and construct and operate a 4,200 square foot gasoline station/convenience store with 10 fuel dispensers. Diesel fuel is allowed to be sold at the new facility only to automobiles and light trucks. The gasoline station/convenience store was allowed to be open 24 hours and to provide the following customer services: a quick service restaurant and bakery, convenience store, self-service coffee bar and soda fountain and an e-commerce area for computerized assistance with weather and traffic information.

18. PUD Ord. #01-32 (***Exhibit 4***) approved by the Village on July 2, 2001 allowed for the new 4,200 square foot building to be constructed 13 feet from the rear property line; allowed the north parking lot/paved maneuvering areas adjacent to 104th Street to be setback minimum of 15 feet to the north property line, and allowed for the total Aggregate Permitted Background Commercial Sign area to be increased to 181 square feet. The flexibility provided in the PUD was allowed provided that the development comply with all other Federal, State and Village Ordinances; the development comply with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications; and the cross-access easement agreement between this property and the property to the east (Culver's Restaurant). See ***Exhibit 5*** for a copy of the Cross-Access Easement.

19. Conditional Use Permit #03-13 (C.U. Permit #03-13) approved by the Village on July 28, 2003 (***Exhibit 6***) allowed for a 203 square foot restroom addition to the facility.

20. On November 5, 2012 the Village Board conditionally approved a Class "A" fermented malt beverage license application to sell prepackaged malt beverages until November 20, 2012. The license provides that certain conditions must be satisfied, including but not limited to the Plan Commission approval of a Conditional Use Permit and Site and Operational Plans, no outstanding building, fire and zoning violations and a valid occupancy permit. The petitioner is currently operating under a Class "A" fermented malt beverage license and a license for the sale of tobacco products.

21. In 2008, the Vidhya began operating BP Amoco gasoline and convenience store under the existing C. U. Permit #01-11 and C.U. Permit #03-13 and PUD Ord. #01-32.

22. Pursuant to the terms of the Settlement Agreement, Vidhya has submitted a request to amend the C.U. Permit and the PUD Ordinance. Pursuant to the application the applicant has made the following statements (See ***Exhibit 7***):

    a. BP Amoco Gas Station and Convenience Store located at 10477 120th Avenue is a self-service gasoline and diesel station, selling petroleum products to consumers of passenger vehicles and light trucks. It does not service or sell petroleum products to over-the-road trucks, cabs or other specialized commercial or construction vehicles. In addition, BP operates a convenience store under the brand name AM/PM that provides various grocery store and automobile supplies and accessories, along with a quick service restaurant, bakery, self-service coffee bar and soda fountain, and an e-commerce area for computerized assistance with weather and traffic information. The quick service restaurant provides seating for approximately 12 people and quick food selections of bakery items, sandwiches, soups and salads. The facility also provides separate men's and women's washrooms, and various other related convenience service amenities, including but not limited to, vacuum cleaners and compressed air for automobile maintenance, automated teller machine, along with the sale of alcohol and tobacco products as authorized by its license.

    b. Due to several reported hazardous substance releases at the BP gas station dating back to 1993, the owner's consultants are developing and installing a carbon treatment system that will treat contaminated ground water. This system needs to be installed in an enclosed and heated facility. As a result, the southeast corner of the building is being expanded in order to house the filters and pumps that are necessary to operate the carbon treatment system. This system is detailed in a Settlement Agreement being entered into between the property owner and the Village, and the property owner will obtain all applicable permits before installing said system.

    c. The expansion of the building will measure approximately 450 square feet (30 feet by 15 feet) and will simply "square" the building foot print. The same exterior building materials (brick and trim) will be used in order to match the expansion to the existing building.

    d. The carbon treatment system will not create any disturbance to the surrounding property owners as it will be housed in an enclosed and insulated expansion of the building. It is anticipated that the system will operate off and on for several years, dependent on the rise of ground water due to changes in the weather.

    e. This system will not require any additional staff to manage and operate, as it will be automated and will only occasionally require the replacement of carbon filters that will be disposed of using sealed drums provided and retrieved by qualified environmental disposal companies.

    f. Moreover, the system will not alter existing operations of the gasoline station and convenience store, as those operations will continue as normal.

    g. BP is currently open for business between the hours of 6:00 a.m. through 11:00 p.m., seven (7) days a week, but maintains expanded hours (up to 24 hours a day) during the Thanksgiving-Black Friday. During this expanded

time, additional staff is maintained in order to service the increase in customers.

Pursuant to the Village Zoning Ordinance, businesses in the B-4 District are allowed be open (when the public is allowed to enter or remain on site for business purposes), except for hotels, uses requiring a Village liquor license or restaurants or gasoline stations whose hours are established by conditional use permit: 5:00 a.m. to 12:00 midnight maximum; for hotels: no limit; for uses requiring a Village liquor license: as provided in § 125.68(4), Wis. Stats.; and for gasoline stations and restaurants: up to 24 hours pursuant to a conditional use permit.

Village staff recommends that the BP station hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and par for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m.

h. Currently, deliveries and shipments occur during the time that BP is open to the public.

Staff recommends that the BP station delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.

i. Currently, there are seven (7) full time and three (3) part time employees, but additional seasonal help is retained during those peak holiday seasons. Currently, there are only two shifts of employees, but a third shift has been added when the hours are expanded during the Midnight Madness house Thanksgiving evening/Black Friday. There are currently 23 parking spaces on the site, but with the expansion of the building, two (2) parking spaces are being removed, leaving a total of 21 parking spaces (one handicapped access parking space, and 20 conventional parking spaces). The number of parking spaces excludes the cars that can be parked at the pumps.

Pursuant to the Village Zoning Ordinance the minimum parking requirements for a gasoline station with a convenience store is five (5) spaces per each 2,000 square feet of gross floor area plus 1 space for each employee on the largest shift plus the required handicapped accessible parking spaces pursuant to the state code. Therefore, a minimum of 13 spaces plus their required handicapped accessible parking spaces is required (5 spaces plus 3 spaces plus 5 spaces (assuming no more than five workers on site).

j. It is anticipated that traffic volumes of 500 to 1,000 daily trips will continue, and no truck trips other than deliveries of goods to the BP. The main products being sold at the BP include, but are not limited to: gasoline and diesel fuels, related automobile supplies and parts, along with food and beverages, all of which are currently being sold at the BP, which will continue

after the expansion. Aside from the installation of the carbon treatment system, all of the existing equipment will continue to be utilized in the operation of the BP (petroleum delivery systems, coolers, ovens, and related food preparation equipment).

k. Aside from the disposal of the carbon filters, the BP only has normal household cleaners used in the maintenance of the business in order to clean the food preparation and service areas, floors and bathrooms. The only waste that is disposed of at the BP is spoiled food and drink products, grey water waste and sanitary waste from the bathrooms.

23. The owners have installed and maintained a fully functioning and operational security camera system. However, the facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement will be drafted by the Village for review and approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following:

a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording devise is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video.

b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.

c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.

d. The building shall be equipped with and shall use an inaccessible drop safe.

e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.

f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.

g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.

h. A height strip shall be located at each doorway entering and exiting the convenience store.

b. The owners retain landscapers to regularly maintain, replace and upgrade the landscaping that surrounds the property, including the removal of all snow

and ice from the parking lots, driveways and sidewalks. In addition, employees walk the property on a regular basis to pick up debris, empty garbage cans, restock self-service washer fluids and paper towels, and to monitor the entire property in order to maintain it in a first class condition.

c. The owner maintains all permits and licenses required to operate its business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business, issued from the various government agencies.

24. The Village has received numerous complaints relating to the operations of the station site including litter and garbage on the site; broken light standards and signs; inoperable pumps; pumps that don't issue receipts; dead landscaping; violation of security protocol; interior building damage to walls, floors , painting, counters; garbage overflowing; illegal outside storage of product; allowing products to be stored outside; allowing a pothole to remain in the drive area causing damage of cares etc. These complaints were not address unless written up as violation at the yearly inspection,

25. In an email dated October 25, 2012, the Village requested additional information be submitted by November 6, 2012. (***Exhibit 8***).

26. On November 6, 2012 additional information was submitted (***Exhibit 9***) and reviewed by the Village. Upon review of the additional information. Additional information was still required to be submitted as requested in the email dated November 9, 2012 (***Exhibit 10***).

27. On November 12, 2012, the Village staff met with the petitioner and other representatives to discuss the outstanding items. Revised Plans will be submitted related to the changes of the building and written responses will be provided to the Village related to the additional information requested by the Village as noted in ***Exhibit 10***.

28. Notices were sent to adjacent property owners via regular mail on September 28, 2012 and notices were published in the Kenosha News on October 1 and 8, 2012 related to the October 15, 2012 Plan Commission meeting.

29. At the October 15, 2012 Plan Commission meeting the Plan Commission tabled the requests until the November 12, 2012 Plan Commission meeting.

30. The petitioner was e-mailed a copy of the draft memo on November 9, 2012 and a copy of this revised memo was provided to the petitioner on November 12, 2012.

31. According to the Article XVIII of the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned, will not violate the intent and purpose of all Village Ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, noise, storm water management, streets and highways and fire protection.

RECOMMENDATIONS:

Conditional Use Permit: If the project meets the following standards for granting a Conditional Use Permit including Site and Operational Plan approval in that the project:

- The project does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services.
- The project does not impair an adequate supply of light and air to the adjacent properties.
- The project does not increase danger of fire --in so far as the danger of fire does not exceed the capabilities of the Village Fire & Rescue Department.
- The project does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare.
- There are no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use.
- The proposed and applied for use on this particular parcel is not inherently inconsistent with the B-4, Freeway Service Business District in which it is located or the adjoining zoning districts and land uses.

Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit approval as specified above; then approval of the Conditional Use Permit shall be approved subject to the following conditions:

1. C. U. Permits #91-001, 01-11 and 03-13 shall be released prior to recording the new Conditional Use Permit. The applicant shall submit the required $55.00 application fee for the release documents to the prepared and $100.00 for the documents to be recorded. Once the document is prepared the document shall be executed recorded at the Kenosha County Register of Deeds Office prior to recording the new Conditional Use Grant Document. **EXECUTED AND COMPLETED.**
2. Compliance with the ***attached*** PUD Ordinance #12-39 being considered by the Village Board on October 15, 2012. **SETTLEMENT AGREEMENT AMENDED-CONDITIONS NOT YET SATISFIED.**
3. No through penetration between the new carbon room addition and the existing building shall be allowed to ensure no transfer of potentially toxic chemicals such as but not limited to carbon monoxide.
4. Compliance with the ***attached*** memorandum dated November 8, 2012 from the Village Fire & Rescue Department. ***Pursuant to comment # 2, further information shall be submitted about the carbon treatment equipment that will be installed in the room. Additional conditions may be forthcoming upon review of the additional information being submitted..***
5. The following changes are required to be made **FIRE & RESCUE DEPARTMENT INSPECTIONS ARE ONGOING** to the Preliminary Site Investigation Work Plan dated November 5, 2012:
   a. The sampling shall include lead as this has been present in the past; **DONE**.
   b. Figure 2: Details on the clay collar or temporary extraction point or Sections A-A or B-B; **DONE**

c. Figure 3: The proposed soil probes shall be centered on the ditch; **DONE**

d. Figure 4: Six (6) proposed groundwater monitoring wells shall be installed as shown on the ***attached*** in the locations previously proposed by the Village's Environmental Consultant including an additional well appropriately located in the vicinity of the underground storage tanks and one well on the east side of the property. **INSTALLED.**

6. The Remedial Action Plan and Remedial Design Report shall be compliant with NR 700 shall be submitted to the Village. **SUBMITTED.**

7. Compliance with the WI DNR WPDES Permit issued on November 2, 2012. A copy of said permit shall be provided to the Village. (Submitted to Village on November 12, 2012). **COMPLIED AFTER ADDITIONAL NOTICE.**

8. A Work in the Right-of-Way Permit is required to be obtained from the Wisconsin Department of Transportation prior to any work commencing with the right-of-way of STH 165. A copy of the permit shall be provided to the Village. **DONE.**

9. The facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement will be drafted by the Village for review and approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following: **DSIS AGREEMENT AND EASEMENT EXECUTED, DSIS CAMERA SYSTEM INSTALLED AND OPERATIONAL—VILLAGE CAN ACCESS SYSTEM. VOPP POLICE DEPARTMENT WILL VERIFY THE FOLLOWING:**

   a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording devise is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video.

   b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.

   c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.

   d. The building shall be equipped with and shall use an inaccessible drop safe.

   e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.

   f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.

g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.

h. A height strip shall be located at each doorway entering and exiting the convenience store.

10. The Site and Operational Plans shall include a Lighting Plan. The following shall be shown on the plans: **SUBMITTED.**

a. The location of the proposed lights shall be more shown on the Site Plan.

b. The lighting details and specifications shall be shown on the plans for parking lot and exterior building lightings.

c. The parking lot lights shall be silver to match the building.

d. Note on the plans that the lights shall be directed downward and not produce a glare or distraction to the adjacent roadways and properties.

e. All exterior lighting shall be of the same color and brightness.

f. The concrete bases shall not exceed 12 to 18 inches above grade and shall be located within landscaped areas.

g. All lighting details shall be in good working order, properly maintained, repaired as needed, painted and well-kept.

h. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.

11. The plans do not provide information regarding the roof drainage. Downspouts shall be tied into the on-site storm sewer system and not be discharged onto existing pavement. Revise the Plans. **PLANS REVISED.**

12. Landscaping on the site shall be installed, watered, weeded, trimmed and maintained is good condition at all times. Litter and debris shall be removed from the landscaping on a daily basis. Damaged, dying or dead plant material shall be removed and new plantings shall be installed on a regular basis. Mulch shall be raked in place on a regular basis and replaced yearly. On the Landscape Plan identify specifically what new landscaping is proposed to be planted and when. **SPRING CLEAN-UP, REPLACEMENT OF MULCH AND PLANTS NOT YET COMPLETED.**

13. Subject to compliance with the following conditions from the Village Building Inspection Department:

a. All building, plumbing, lighting and HVAC plans will need to be designed to the IBC Codes, prior to submitting (4 sets) for building permits from the Village of Pleasant Prairie. Since the total cubic footage of the accessory structure is less than 100,000 cubic ft. this can be a Municipal review. All sub-contractors will be required to apply for permits.

b. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, SPS 316.46 Which requires interior and exterior lighting. The existing plans only show interior lighting. The Village Fire & Rescue Department shall be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.

c. The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, **prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments. NOT YET COMPLETED.**

d. **The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work. All contractors must be licensed or registered with the State of Wisconsin.**

e. All fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.

14. At the November 12, 2012 meeting with the petitioner, it was discussed that the original plans submitted for review are being revised. Three (3) sets of revised plans and other additional information required pursuant to this staff memo shall be submitted to the Village for final review and approval. **PLANS SUBMITTED.**

15. The 450 square foot addition shall not be used for the storage of any materials including but not limited, cleaning supplies, extra toilet paper or other supplies, merchandize or other products. **NOT COMPLETED OR FINAL INSPECTED.**

16. All hard surfaced areas including the parking lot areas, drive lanes, paved areas adjacent to the pumps, sidewalks, etc. shall be clean, neat and free from pot holes or other cracks which present a safety risk to the pedestrians or traveling public. The hard surface areas of the site shall be maintained and free of any debris or potholes which may cause distractions or damages to vehicles. All pavement markings shall be done in yellow or white reflective paint. **NOT YET COMPLETED.**

17. The gas station and convenience store shall operate in an organized, well-kept, clean, neat and professional manner. The inside of the store shall be maintained, painted, and clean for the public. Damaged or dirty walls, floors, coolers, bathrooms, racking, displays lighting, etc. shall be taken care of or repaired promptly. Mal-functioning gas pumps shall be repaired as soon as possible. **NOT CONSISTENTLY INSPECTED OR WELL KEPT BY OWNER.**

18. A Kenosha County Health Department permit and regular inspections will be conducted on the premises. Violations may result in the suspension or revocation of the Health Permit and the Conditional Use Permit.

19. Hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and par for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m.

20. Delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.

21. All signs shall comply with Article X of Chapter 420 of the Village Municipal Code and with the BP Amoco PUD Ordinance on file with the Village. All signs shall be in good

working order, properly maintained, repaired as needed, painted and well-kept. **WALL SIGNS HAVE BEEN REMOVED AND DAMAGED WALL AREAS REMAIN-DISCUSSED WITH OWNER. COLOR BANDING IS PEELING AND NEEDS TO BE REPLACED, REPAINTED OR REMOVED.**

22. The following types of signs are prohibited and shall not be installed. For a complete listing of prohibited signs refer to the Article X of Chapter 420 of the Village Municipal Code.:

    a. Any sign with flashing or pulsating lights.

    b. Any inflatable sign, including but not limited to tethered balloon signs or other gas-filled figures.

    c. Any temporary, spring-action metal advertising sign used, for example, to advertise cigarette or gasoline prices.

    d. Any spotlights used as visual attention-getters.

    e. Strings of lights, tinsel, pennants, pinwheels or other similar devices hanging between two points or attached to light poles, cars, landscaping or structures on the property.

23. The use, operations, site, building and structures shall be designed, laid out, constructed and maintained in full compliance with the approved Site and Operational Plans, the Conditional Use Permit, Liquor and Tobacco Licenses and all other applicable provisions of the Village Municipal Code and all other applicable Village, County, State or federal regulations.

24. The use, operations, site, building and structures shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the Performance Standards set out in Section 420-38 of the Village Zoning Ordinance.

25. The site, building and garbage dumpster structure shall be maintained in a clean, neat, presentable, aesthetically pleasing, odor−free, structurally sound and nonhazardous condition inside and outside of the store at all times. All litter and debris outside of the structures shall be promptly removed on a daily basis. The garbage dumpster enclosure doors shall not be left open on garbage day and shall be promptly closed after the pick-up of garbage. **MARCH 29, 2013 INSPECTION REVEALED ABOUT 20 VIOLATIONS-WORK IS BEING DONE TO CLEAN UP SITE.**

26. The handicapped parking space shall be appropriately signed, painted on the pavement and maintained pursuant to ADA requirements.

27. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view. **WORK NOT COMPLETED.**

28. All required landscaping shall be installed per the plans and written verification and/or certification shall be provided to the Village by the landscape installer/designer that the landscaping has been installed in accordance with the Village approved landscape plan. **DUE TO WEATHER, SPRING CLEANUP, LANDSCAPING/MULCH WORK NOT COMPLETED**.

29. On site building alterations/modifications or changes in the operations or use of the site shall be in strict conformity to the Village approved plans and the Settlement Agreement approved in connection with the petition for this Conditional Use Permit. Violations of these conditions may result in the suspension or revocation of the

conditional use permit and zoning violation prosecution, or both. **NOT YET COMPLETED.**

30. All uses shall conform to applicable Village Ordinance requirements, and to all other applicable local, County, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water discharges and storm water management, noise, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive as determined by the Village shall apply.

31. All required permits shall be obtained from the Village prior to commencing work. All applications for permits shall provide sufficient details to understand the scope of work being performed.

32. Operation of the use granted herein shall be in strict conformity to both plans and documents filed and approved in connection with the petition for Site and Operational Plan approval. Any violation of these conditions may result in the revocation of the approval or zoning violation prosecution, or both.

33. No changes to the exterior site, building or structures shall be made without the Village's approval. No painting of the exterior of the BP station building or garbage dumpster enclosure shall be permitted, unless expressly permitted by the Village. Colors for building trim work shall be approved by the Village.

34. Any addition, alteration, extension, expansion or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.

35. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land.

36. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village General Zoning and Floodplain/Shoreland Zoning Ordinance.

37. **Upon approval, the Village will prepare the required Conditional Use Grant Document to be executed by the property owner prior to issuance of the required permits. After the document is executed, it shall be recorded at the Kenosha County Register of Deeds office at the owner's expense. EXECUTED AND COMPLETED.**

38. **The petitioner shall provide the Village with the name(s) and title(s) of the authorized person(s) for VIDHYA Corp, VIII, INC to sign the document so that the required Conditional Use Grant Document can be prepared. PROVIDED.**

39. If building permits are not issued within said 180 days the Site and Operational Plan approval said approval shall be void.

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT is entered into this 1st day of ~~March,~~ April 2013, between the Village of Pleasant Prairie, Wisconsin (the "Village") and VIDHYA Corp VIII, Inc. ("Vidhya").

RECITALS

A. The Village and Vidhya entered into a Settlement Agreement (the "Agreement") and the Village issued a Conditional Use Permit Including Site and operational Plans valid through May 1, 2013 (the "CUP") in connection with the operation of a gas station and convenience store at 10477 120th Avenue, Pleasant Prairie, Wisconsin (the "Property").
B. The Agreement requires Vidhya to substantially complete certain Remedial Activities by April 1, 2013 and for final completion of all Remedial Activities by May 1, 2013.
C. Vidhya has asked the Village to extend the deadlines for substantial completion and final completion due to problems with the sumps on the Property and to allow Vidhya time to replace the sumps as part of its Remedial Activities.
D. The Village agrees to extend the date for substantial completion to April 22, 2013 and the date for final completion to May 20, 2013, but only on the terms and conditions provided in this Amendment.

AGREEMENT

1. CONDITIONS FOR EXTENSIONS.

Vidhya agrees to comply with, and the agreement of the Village to extend any deadlines in this Amendment are contingent upon, the following:

a. By 5PM on Tuesday March 26, 2013 DJ Burns and Mike Spence shall receive the requested water elevation readings and copies of field notes which Richard from Northshore previously agreed to deliver to DJ Burns by Friday March 22, 2013.
b. Information with detailed specifications for the new pumps shall be received by DJ Burns and Mike Spence by 5PM on Thursday March 28, 2013.
c. A supplemental site investigation work plan to determine the eastern edge of any impacts within the ditch line to the North (to include, without limitation, the ditch line east of the culvert at the east end of the Culver's property and also to the east of the existing BP Amoco building, to include the horizontal and vertical extent of contamination) and to complete the definition of

the vertical and horizontal extent of the contamination on the Property, including without limitation, any caused by releases on or about March 13, 2013, shall be delivered to DJ Burns and Mike Spence by 5 PM on April 15, 2013.

d. An additional round of groundwater sampling from the existing monitoring wells on the Property shall be completed, and all tests results from the testing of such groundwater samples shall be delivered to DJ Burns and Mike Spence, prior to any determination as to whether the site investigation is complete.

e. Vidhya shall replace the existing sumps in the gas tank and diesel tank areas with new sumps whose depth shall be at least the greater of 13 feet or the depth of the backfill beneath the existing tanks.

f. Vidhya shall provide DJ Burns and Mike Spence with at least 48 hours advance notice of the time the permanent system will be started.

g. The requirement for three consecutive days of influent and effluent testing at system startup shall be completed before the substantial completion deadline.

h. "Substantial completion" under the Agreement and this Amendment shall include, without limitation, all systems being working and operational, the building having its permanent roof, doors, walls, masonry, electrical, HVAC, and all other fixtures completed; with only minor "punch list" repairs and corrections to be completed. Cement patching of driveway and parking areas will not be required for substantial completion but are required for final completion.

i. All required documentation and sampling results, if not required to be delivered sooner in this Amendment, shall be received by DJ Burns and Mike Spence by 5 PM on April 15, 2013.

j. Vidhya acknowledges the Village has not unreasonably delayed the issuance of any permits and Vidhya acknowledges that the Village has not breached any term or provision of the Agreement and has not caused any delays to Vidhya's performance under the Agreement.

k. Vidhya shall timely request (including without limitation the submission of all required applications and documentation and the payment of all fees), for the Village Plan Commission meeting on April 22, 2013, that the CUP be extended through May 28, 2013.

l. Vidhya shall timely request (including without limitation the submission of all required applications and documentation and the payment of all fees), for the Village Plan Commission meeting on May 28, 2013, that the CUP be permanently extended.

m. Vidhya shall maintain a minimum 8 foot depth from ground surface to water/liquid/groundwater in the extraction sumps (to include the gasoline UST and diesel UST sumps/extraction wells which are to be installed and the previously installed northeast extraction sump) at all times while the treatment system described in the Agreement is operational.

n. Except as specifically provided otherwise in this Amendment, Vidhya shall comply with each and every provision of the Agreement.

o. Notices and information to be provided to DJ Burns and Mike Spence in this Amendment shall be deemed delivered upon the email or facsimile transmission of such notices or information to both DJ Burns and Mike Spence.

p. By April 22, 2013 Vidhya shall have delivered to the Village the signed DSIS agreement and easement and the DSIS system for the Property shall have passed Village inspections and be fully operational.

2. EXTENSION OF DEADLINES.

Subject to the terms of Paragraph 1 above, the Village agrees that the deadlines for "substantial completion" and "final completion" in Paragraph 2. h. and Exhibit F of the Agreement are extended to 5 PM on April 22, 2013 for "substantial completion" and 5 PM on May 20, 2013 for "final completion".

IN WITNESSETH WHEREOF, the parties have entered into this Amendment on the date first written above.

VIDHYA Corp VIII, Inc.

By: Dipak P. Patel

The Village of Pleasant Prairie

By: John P. Steinbrink

Exhibit F - Milestone Dates Liquidated Damages
BP Amoco Gas Station
Updated 4/19/13
Parcel Number 92-4-122-302-0130

Milestone	Scheduled Date	Actual Date	Liquidated Damages $ per day[5)]	Comments
Daily inspection log (to be delivered to the Village weekly)	11/09/12	Ongoing		Inspection logs not always received timely.
Conduct interim Remedial Activities[1)]	10/01/12	9/17/12		Completed and inspected.
Pump tank field	10/01/12	9/20/12		Ongoing.
Contain any contaminated materials at the Property[2)]	10/10/12	10/10/12		There was an occasion were the booms were not replaced timely, only after we indicated contamination had passed the last boom.
Submit erosion control permit and construction plan to Village	11/20/12	11/20/12		Completed and inspected.
Replace northerly outfall manhole	12/07/12	12/07/12		Completed and inspected.
Maintain liquid level in each of the sumps for the diesel and gasoline tanks at the level agreed to in the Agreement[3)]	11/26/12	Ongoing	$200	The gas levels exceeded 5 times, diesel 12 times
Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge reasonably acceptable to the Village	11/16/12	11/16/12	$200	Sampling plan was submitted and accepted, however weekly sampling after startup was not completed, all sampling results have not been received as per Amendment 1.
Prepare and submit to the Village a Site-investigation work plan reasonably acceptable to the Village[3)]	11/16/12	11/16/12	$200	Village requested and did not receive supplemental testing plan as per Amendment 1.
Prepare and submit to the Village a preliminary Site-remediation plan reasonably acceptable to the Village[4)]	11/16/12	11/16/12	$200	Area to the north ditch has not been addressed as far as site investigation and remediation
Install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral	12/19/12	11/26/12	$200	Completed and inspected.
Consent to the amendment of the C.U. Permit and the PUD Ordinance and Settlement Agreement [5)]	11/19/12	11/19/12		Completed and executed.
Commence installation of soil borings and monitoring	12/07/12	12/07/12	$200	Completed and inspected.

wells				
Obtain all permit approvals from Village, State, DNR	11/20/12	11/20/12		Completed.
Construct a heated and insulated structure that will prevent equipment from freezing	1/18/13	1/18/13		Interim structure completed and inspected.
Install a long term carbon groundwater treatment system to treat and control groundwater level in the tank field	1/18/13	1/18/13	$300	Facilities to include northerly extraction well-not complete as of 04/19/13
Substantial completion and operation of all Remedial Activities defined and agreed to in the Site-Remediation Plan	4/01/13	Not complete as of 4/19/13	$676	Amended to 4/22/13
Final completion of work including site restoration.	5/01/13		$100	Amended to 5/20/13

Notes:

1) Install two-21,000 gallon frac holding tanks;
2) To include but not limited to: Maintain and replace as necessary surface water skimmer booms and/or additional materials to capture sheen in road ditch area;
3) This level must be maintained from November 26, 2012 until the permanent system is installed and operating;
4) Includes without limitation testing and remediation as described in Paragraph 2.f. of the Settlement Agreement;
5) Liquidated damages will occur concurrently for multiple items until they are complete.
6) PUD Ordinance and Settlement agreement to be considered by the Village Board on November 19, 2012

BP Gas Well Levels

Diesel		Gasoline		
Date	Depth	Date	Depth	Comments
February 5, 2013	12'	N/A	N/A	
February 6, 2013	12'	February 6, 2013	9'	
February 7, 2013	11'	February 7, 2013	8.5'	
February 8, 2013	10.5'	February 8, 2013	8'	
February 11, 2013	9.5'	February 11, 2013	7'	North Shore Environmantal pumped down the gasoline well while I was on site and was then going to pump down the diesel well.
February 12, 2013	11.75'	February 12, 2013	9.5'	readings were taken at 10:11am
February 13, 2013	11.5'	February 13, 2013	9'	readings were taken at 9:12am, NSE onsite when readings were taken
February 14, 2013	11.5'	February 14, 2013	8.5'	readings were taken at 11:29am
February 18, 2013	11'	February 18, 2013	7.75'	readings were taken at 9:30am
February 19, 2013	10.5'	February 19, 2013	7.5'	readings were taken at 9:42am
February 20, 2013	10.5'	February 20, 2013	9.5'	readings were taken at 9:18am
February 21, 2013	10.25'	February 21, 2013	9.25'	readings were taken at 3:21pm
February 22, 2013	10.25'	February 22, 2013	10'	readings were taken at 9:21am, North Shore Environmental was on site pumping the gasoline well when I arrived.
February 25, 2013	10.5'	February 25, 2013	9.75'	readings were taken at 10:27am, took readings with NSE
February 26, 2013	10'	February 26, 2013	9.5'	readings were taken at 10:09am, took readings with NSE
February 27, 2013	9.75'	February 27, 2013	9'	readings were taken at 11:10am
February 28, 2013	8.5'	February 28, 2023	7'	readings were taken at 3:20pm
March 1, 2013	8.25'	March 1, 2013	6.5'	readings were taken at 9:23am
March 4, 2013	7.9'	March 4, 2013	7.9'	readings were taken at 9:19am, North Shore Environmental was on site and witnessed the readings. As soon as the readings were taken NSE then pumped down both wells.
March 5, 2013	11.5'	March 5, 2013	9.25'	readings were taken at 10:27am
March 6, 2013	11.25'	March 6, 2013	8.5'	readings were taken at 1:59pm
March 7, 2013	10.9'	March 7, 2013	8'	readings were taken at 9:30am, NSE arrived just before I left.
March 8, 2013	10.9	March 8, 2013	7.9	readings were taken at 10:17am, took readings with NSE. NSE pumped down the gasoline well while I was on site.
March 11, 2013	6.5'	March 11, 2013	5.5'	readings were taken at 9:58am, a heavy sheen was visible on the water in the ditch line. NSE arrived at10:15am to start pumping down the wells.
March 12, 2013	10'	March 12, 2013	7'	readings were taken at 8:50am
March 13, 2013	9'	March 13, 2013	8.5	readings were taken at 10:24am
March 14, 2013	8.75'	March 14, 2013	7.9'	readings were taken at 10:00am, took readings with NSE, NSE pumped down both wells.
March 15, 2013	11.5'	March 15, 2013	9.25'	readings were taken at 10:07am
March 18, 2013	10.75'	March 18, 2013	9.5'	readings were taken at 10:01am

March 19, 2013	10.75'	March 19, 2013	8.75'	readings were taken at 2:03pm
March 20, 2013	10.5'	March 20, 2013	8.5'	readings were taken at 10:03am
March 22, 2013	10.5'	March 22, 2013	9.5'	readings were taken at 9:45am
March 25, 2013	10'	March 25, 2013	8.25'	readings were taken at 10:54am
March 26, 2013	9.75'	March 26, 2013	9.75'	readings were taken at 9:48am
March 27, 2013	9.75'	March 27, 2013	9.5'	readings were taken at 10:24am
March 28, 2013	9.5'	March 28, 2013	9'	readings were taken at 11:05am
April 1, 2013	11.25'	April 1, 2013	9.75'	readings were taken at 10:23am
April 2, 2013	11'	April 2, 2013	9.5'	readings were taken at 1:21pm
April 3, 2013	11'	April 3, 2013	9.5'	readings were taken at 10:11am
April 4, 2013	10'	April 4, 2013	9.5'	readings were taken at 9:31am
April 8, 2013	10'	April 8, 2013	8.25'	readings were taken at 11:25am, NSE was on site while readings were taken.
April 9, 2013	NA	April 9, 2013	9.75	readings were taken at 9:37am, took readings with NSE. Misurelli was working next to the diesel well installing the new diesel well.
April 10, 2013	6.5'	April 10, 2013	6.5'	readings were taken at 10:17am, NSE arrived at 10:30am to pump down both wells.
April 11, 2013	5.5'	April 11, 2013	7'	readings were taken at 9:45am, NSE was on site pumping the gasoline well down when my measurment was taken.
April 18, 2013	6.7'	April 18, 2013	9.3'	readings were taken at 2:38pm

F. Consider the required of Nate Franke agent on behalf of Town LakeView LLC owner of the property at 9505 72nd Avenue for approval of **Site and Operational Plans** for Konecranes, to occupy 45,479 square feet of the building for the engineering and assembling of electrical control panels.

Recommendation: Village staff recommends that the Plan Commission approve the **Site and Operational Plans** subject to the comments and conditions of the Village Staff Report of April 22, 2013.

VILLAGE STAFF REPORT OF APRIL 22, 2013

Consider the required of Nate Franke agent on behalf of Town LakeView LLC owner of the property at 9505 72nd Avenue for approval of **Site and Operational Plans** for Konecranes, to occupy 45,479 square feet of the building for the engineering and assembling of electrical control panels.

The petitioner is requesting approval for Konecranes to occupy the 45,749 square feet of the 60,256 square foot building located at 9505 72nd Avenue for the purpose of engineering and assembling electrical control panels for a portion of the their crane assembly business. Konecranes is a world-leading group of Lifting Businesses™, serving a broad range of customers, including manufacturing and process industries, shipyards, ports and terminals.

The property is zoned M-2, General Manufacturing District and no exterior site modifications are proposed. Pursuant to the application the 45,749 square foot area to be used is classified as Occupancy Type Factory Group F-1 (Moderate-Hazard) pursuant of the Chapter 3 of the 2006 International Commercial Code. Therefore this use is a permitted use in the M-2 District.

A total of 37-40 full-time employees will be employed on site between the hours of 6:00 am and 5:00 p.m. 5-6 days per week. It is estimated that there will be 4/8 truck trips per day entering and leaving the site. The site has 85 existing parking spaces including four (4) handicapped accessible parking spaces which will provide the adequate parking for the 34-40 employees. This business is relocating from Gurnee, Illinois and intends to be operational by August 1, 2013.

Village staff recommends conditional approval of the Site and Operational Plans subject to the above comments and the following conditions.

1. Compliance with the ***attached*** memorandum dated March 31, 2013 from the Village Fire & Rescue Department. ***Pursuant to condition #2 a letter shall be submitted to the Fire & Rescue Department prior to obtaining building permits stating that the project will comply with all requirements of this memo. A copy of this letter shall also be provided to the Community Development Department***.
2. Compliance with the comments of the ***attached*** memorandum dated March 26, 2013 from the Village Building Inspection Department
3. Prior to occupancy, a permit to modify the Primary Monument Signs shall be obtained and the signs modified. In addition, the main entry doors and any service doors to this tenant's space shall include the tenant's name.
4. The site shall not be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. Any such vehicles that are parked overnight will be issued citations.
5. All operations related to this use shall be conducted within the building, no outside storage of materials is allowed.
6. At no time shall the site be used to sell or advertise any vehicles that are "for sale".
7. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
8. There shall be no outside banners, strings of pennants, flags, inflatable devices or streamers affixed or attached to the building(s), light poles, ground or landscaping, etc.
9. There shall be no long-term semi-truck/trailer or box truck parking permitted on the site that is not used in the daily operations of the facility.
10. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for outdoor storage purposes is prohibited. Outdoor

storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.

11. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.

Office of the Village
Fire & Rescue Chief
Doug McElmury

VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director
FROM: Doug McElmury, Chief Fire & Rescue Department
CC: Lt. Thomas Clark, Fire & Rescue Department
Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Review of the Site and Operational Plan for Kone Crane
DATE: March 31, 2013

This is a review of the Site and Operational Plan for Kone Crane with a proposed size of 45,479 S.F. in an existing building. The building is located at 9505 72nd Ave.

The Facility is classified under Wisconsin Administrative Code, and the International Building Code, specifically: Factory Group F-1.

The Fire & Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. The concerns of the Fire & Rescue Department are as follows:

1. **Distribution of Comments:** ***the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.***

2. **Compliance:** A letter shall be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.

3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.

Upon review of the plans submitted, we have the following concerns:

- AED. Because of the use and occupancy of the building the owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary to perform CPR and to operate the AED.

- The construction and life safety maintenance of this occupancy shall conform to all applicable International Building Codes and National Fire Protection Association codes.

- Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.

- This building needs to have a current Fire Alarm Annual Test according to NFPA 72 and the Village of Pleasant Prairie Ordinance, along with the proper permit and supplement form competed.

- This building needs to have a current Fire Sprinkler Annual Test according to NFPA 25 and the Village of Pleasant Prairie Ordinance, along with the proper permit and supplement form competed.

- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage. An emergency plan will also need to be submitted to the Fire and Rescue Department.

4. **Fire and Rescue Department Review and Comments:**

Conditional Use and Operational

1.	Fire alarm pull stations	**Not shown at this time.**
2.	Emergency and Exit Lighting	**Not shown at this time.**
4.	Fire extinguishers	**Not shown at this time.**

5. **Plan Review, Permits and Fees:** The plans for the fire protection aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.

6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.

7. **The following information must be submitted with the sprinkler plans for review:**
   Building height:
   Number of stories/floors:
   Mezzanines:
   Clear space:
   Elevators:
   Hazard class:
   Square footage, office space:
   Fire protection:

8. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

   NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.

   Bulk Water
   - Water Usage
   - Fire Protection Plans for Aboveground Fire Protection
   - Fire Alarm System Plans
   - Kitchen Hood Systems Plans
   - Occupancy Permit

   An invoice for permit fees will be issued upon achieving a satisfactory review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks.

9. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.

10. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.

11. **Sprinkler System:** The building is equipped with an "automatic fire sprinkler system". Construction of walls may require the need to provide additional fire sprinkler protection. The systems shall be designed and constructed to the current printed edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.

12. **Pumper Pad:** Pumper Pad is existing for this building. There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad.

13. **Fire Alarm System: The system is in place. This building needs to have a current annual fire alarm system test completed along with the Village of Pleasant Prairie permit and supplemental form. If there is any additional work it shall conform to the following requirements: The existing fire alarm system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that may be installed in this building shall activate the internal fire alarm system.
    a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
    b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
    c. **Smoke and Heat Detection:** Shall be installed as required.
    d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
    e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
    f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
    g. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire and Rescue Department prior to signing any contracts with the Central station.

1) The central station shall be provided with this information regarding the geographical location of this alarm:

   Village of Pleasant Prairie, County of Kenosha, State of Wisconsin

Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue

   Phone numbers:

Emergency:	**(262) 694-1402**
Non-emergency:	(262) 694-7105
Business:	(262) 694-8027

14. **Knox Box:** Knox Boxes already in place for the building. If it is determined that additional Knox Box(s) are needed they shall conform to the following. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.

15. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.

16. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled. An Emergency light shall be placed within the maintenance room.

17. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
    a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
    b. Copy of contract with fire alarm central monitoring station.
    c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
    d. Copies of the fire sprinkler hydrostatic test certificates.
    e. Copies of the fire sprinkler operational test certificates.
    f. Copies of the fire alarm test documents.
    g. Copies of other test documents such as, hood/duct, smoke, etc…
    h. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
    i. Provide two- (2) CD's, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.
    j. Severe Weather Shelter: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado.
    k. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
    l. AED, in place at occupancy.
    m. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
    n. Occupancy inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.

18. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.

MEMORANDUM

TO: Peggy Herrick, Assistant Planner

FROM: Ken Robers, Senior Building Inspector

SUBJECT: Site and Operational Plans comments/conditions for Kone Crane at 9505 72nd Avenue.

DATE: March 26, 2013

The following are my comments/conditions:

1) All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code, prior to submitting (4 sets Municipal) for building permits from the Village of Pleasant Prairie. Any plumbing over 15 fixtures will require State approval.

2) Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, SPS 316.46. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Paul Guilbert at 262-694-8027.

3) If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.

4) This parcel and building must comply with all requirements of Barrier-Free Design.

5) The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, **prior to the finial inspection with the Village Building Inspection and Fire & Rescue Departments.**

6) The electrical contractor will be required to be licensed by the State of Wisconsin. The electrical contractor shall obtain a permit from the Village prior to beginning work.

7) All low voltage electrical contractors shall obtain permits from the Village prior to beginning work.

8) All mechanical contractors shall obtain a permit from the Village prior to beginning work.

9) Building plans will need to show detail on fire stopping of all penetrations though fire rated walls and fire separation walls as required by emergency rule that took effect on Jan. 28, 1998.

10) Sprinkler plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.

11) Any and all fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.

12) Any modification of existing pre-cast concrete walls shall be verified by a structural engineer.

13) Any addition of work cranes to existing structure of building shall be verified by a structural engineer.

Should you have any questions, please contact me directly.

* * * *

RECEIVED
MAR 25 2013
Village of Pleasant Prairie

VILLAGE OF PLEASANT PRAIRIE
SITE AND OPERATIONAL PLAN
AND CONDITIONAL USE PERMIT ZONING APPLICATION

USE THIS FORM FOR:
Tenants/Use changes proposing to occupy 50% or more of an existing commercial/industrial building.

To construct a **new** or addition to principal or accessory structure.

Use requires a Conditional Use Permit.

FOR OFFICE USE ONLY
Application Filed on 3/25 20 13
Preliminary Determination of Completeness on: 3/25 20 13
Revised Plans Submitted: 20
☐ Public Hearing Required: Hearing Date: , 20 Published on: and , 20 Notices sent on: , 20
Approved by ☐ Plan Commission on 20 ☐ Zoning Administrator on 20
Denied by ☐ Plan Commission on 20 ☐ Zoning Administrator on 20

SECTION 1: GENERAL INFORMATION

NAME OF BUSINESS: Konecranes

SITE ADDRESS: 9505 72nd Avenue Pleasant Prairie

BRIEF PROJECT DESCRIPTION: The purpose of this facilty is to engineer and assemble electrical control panels for Konecranes new equipment and modernization for North and South America

PROPOSED NUMBER OF FULL TIME EMPLOYEES: 40

PROPOSED NUMBER OF PART-TIME EMPLOYEES: 0

SITE SIZE: 215,484 **sq. ft.** 4.9468 **acres**

PROPOSED BUILDING SIZE: 60,256 **sq.ft. HEIGHT:** 28' **ft.**

PROPOSED ADDITION SIZE: _____ **sq.ft. HEIGHT:** _____ **ft.**

LEGAL DESCRIPTION: see attached CSM

TAX PARCEL NUMBER(S): 92-4-122-222-0400

CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: M-2

1. **Is a zoning map amendment proposed with this project?** ☐ **Yes** ☒ **No**
   - **If yes**, proposed Zoning Classification(s): _____
2. **Is a zoning text amendment proposed with this project?** ☐ **Yes** ☒ **No**
   - **If yes**, provide a copy of the proposed text amendment with this application

3. **If property is zoned M-1 or M-2, indicate the Occupancy Type pursuant to the Use and Occupancy Classification specified in Chapter 3 of the 2006 International Building Code (2006 IBC). Include all that apply and associated square footage for each classification:**

- ☒ **Factory Group F-1 (Moderate-hazard)** 45,479 sq ft
- ☐ **Factory Group F-2 (Low-hazard)** _____ sq ft
- ☐ **Storage Group S-1 (Moderate-hazard)** _____ sq ft
- ☐ **Storage Group S-2 (Low-hazard)** _____ sq ft
- ☐ **Business Group B** _____ sq ft
- ☐ **High-Hazard Group H*** _____ sq ft
- ☐ **Other** _____ _____ sq ft
- ☐ **Other** _____ _____ sq ft

**If Use and Occupancy Classification is High-Hazard Group H please provide a detailed written narrative that explains the specific use, quantity of storage and handling of the high hazard materials along with appropriate MSSD sheets with this application.*

PUBLIC SERVICES:

1. **Is the property serviced by Public Sanitary Sewer?** ☒ **YES** ☐ **NO**
   - **If no,** the closest public sewer is located at _____
2. **Is the property serviced by Public Water?** ☒ **YES** ☐ **NO**
   - **If no,** the closest public water is located at _____
3. **Maximum number of gallons/minute of water expected to be used per day is:** 10

THIS APPLICATION IS FOR A: (check one)

- ☐ **Preliminary Site and Operational Plan:** An applicant may apply for preliminary site and operational plan approval in connection with an erosion control permit application for early mass grading, or in connection with an early foundation permit, or for other good cause shown
- ☐ **New Site and Operational Plan**
- ☒ **Amendment to an existing Site and Operational Plan**
  - **Date of initial site and operational plan approval:** on file Village of Pleasant Prairie
  - **Date of each approved amendment:** _____

SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE

Are there any existing buildings on the site? ☒ **YES** ☐ **NO**

- **If yes,** provide an attachment that explains the current uses on the property and current uses in each building and if the use(s) is proposed to continue; and the gross floor area and height of each building. See current and past plans submitted to Village of PP
- **If no,** what is the current use of the property? _____

SECTION 3: PHOTOGRAPHS

Standard-sized photographs (not Polaroid) showing all aspects of the site (e.g. locations of proposed improvements, bodies of navigable water, wetlands, wooded areas, etc.) and of the exterior of structures or other site improvements, together with a statement regarding each photograph, which includes the date the photograph was taken, the location from which it was taken, the direction in which the camera was pointed, and a description of what is shown in the photograph. With respect to all existing signs, the applicant shall file photographs of all existing signs and shall specify in the written statement accompanying each such photograph and show the dimensions of such sign. Digital images are acceptable. attached photo of existing building

SECTION 4: CONDITIONAL USE

1. **Does the proposed project require a Conditional Use Permit?** ☒ **YES** ☐ **NO**
   - **If no** then skip to Section 5.
   - **If yes**, then continue with this Section.
2. **Are you amending an existing Conditional Use Permit?** ☐ **YES** ☒ **NO**
   - **If yes**, provide a copy of the Conditional Use Grant Document you are proposing to amend.
   - **If no**, continue with this Section.
3. If you answered **YES** to either question 1 or 2 above then this application shall include information as to how the proposed project will not impair an adequate supply of light and air to adjacent properties; increase danger of fire; cause traffic congestion or traffic circulation problems; create storm water flooding or drainage; create obnoxious odors, problems or otherwise endanger the public health, safety or welfare; will not hinder, harm or distract the provision of public services; and that the proposed project is not inherently inconsistent with either the district in which it is located or adjoining districts or neighborhoods as required pursuant to the Village Zoning Ordinance.

SECTION 5: NON-CONFORMING USE

1. **Is any use on the site a nonconforming use?** ☐ **YES** ☒ **NO**
   - **If no**, then skip to Section 7.
   - **If yes**, then continue with this section.
2. If you answered **YES** to question 1 above, prima facie proof of each element of legal nonconforming use status shall be submitted to the Village with this application (i.e. that the nonconforming use was legal in its inception, that the use was active and actual and not merely casual, occasional, incidental or accessory when it became nonconforming, that the use has been continuous with no gap of 12 or more consecutive months since it became nonconforming, that no building or structure housing the nonconforming use has been structurally repaired or altered to the extent of fifty (50) percent or more of its assessed value since the use became nonconforming, and that the use has not been changed in nature or physically extended or expanded since becoming nonconforming).

SECTION 6: PERFORMANCE STANDARDS

Pursuant to the Village Zoning Ordinance, any application for a permit under this ordinance or any use subject to the regulations and standards set forth in the Village Zoning Ordinance shall be accompanied by a sworn statement by the owner of the subject property that said property and use will be operated in accordance with the performance standards set forth in Section 420-38 of the Village Ordinance. Continued compliance with the regulations and standards is required. Violations of such standards shall remedied as required by the Village Zoning Ordinance.

No land or building in any district shall be operated in such a manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosive or other hazard; noise or vibration, smoke, dust, dirt or other form of air pollution; water pollution; electrical, radioactive or other disturbances; glare; or other substance, condition or element (referred to herein as "dangerous or objectionable elements") in such amount as to adversely affect the surrounding area or premises; provided that any use permitted by this ordinance may be undertaken and maintained if it conforms to the regulations of this subsection limiting dangerous and objectionable elements at the specified point or points of the determination of their existence.

The Village may require additional information be submitted to ensure that the Village Performance Standards are being met.

SECTION 7: PLAN COMPONENTS

The application shall include a list of all documents, materials or information that are attached to and a part of the application form. Submit eight (8) full-sized and one (1) set reduced to 11" x 17" of all plans and other attachments shall be included as part of this application, except if a component has been waived or deferred in writing by the Village Zoning Administrator. **For specific details related to each of the required information and plans see the attachment entitled "*Plan Components and Related Standards*" in Section 420-57 of the Village Zoning Ordinance.**

- ☐ Application—Applicant, Site, Use, Project and Plan Information
- ☐ Application fee
- ☐ Operational plan
- ☐ Title sheet
- ☒ Survey — X= indicates on file VPP
- ☒ Site plan
- ☒ Grading and drainage plan
- ☐ Building and fire protection plans - will follow from Partners in Design
- ☒ Lighting plan
- ☒ Landscape and open space plan
- ☒ Signage plan
- ☐ Industrial/commercial waste survey
- ☐ Performance standards compliance
- ☐ Additional requirements, as determined by the Village Zoning Administrator, other appropriate Village staff members, or the Village Plan Commission, as appropriate.

Two or more plans may be combined, provided that all of the information submitted on the combined plan is clearly legible, but in no case shall the combined plans fail to show any of the information required for each individual plan as described below, unless such information is waived or deferred pursuant to the Zoning Ordinance.

SECTION 8: SIGNATURES

I,(We), hereby certify that all the above statements and all attachments submitted herewith are true and correct to the best of my knowledge. In addition I, (we) understand the requirements and procedures for Site and Operational Plan/Conditional Use Permit approval.

PROPERTY OWNER:

Name: Towne LakeView LLC
(Please Print)
Signature: [signature]

Address: 9560 58th Place Suite 350

Kenosha WI 53144
(City) (State) (Zip)

Phone: 414-274-2641

Fax: 262-652-6397

E-mail: tracey.repa@zilber.com

Date March 20, 2013

APPLICANT:

Name: same as owner
(Please Print)
Signature: _____

Address: _____

_____
(City) (State) (Zip)

Phone: _____

Fax: _____

E-mail: _____

Date: _____

Is the applicant the owner of the property? ☒ **YES** ☐ **NO**

If no, then either proof of the applicant's legal interest in the subject real property (e.g. accepted offer to purchase, lease, etc., which may be appropriately redacted to preserve confidential information) or written authorization signed by the owner for the applicant to act as the owner's agent in connection with the application shall be included with the application.

DEVELOPER (if Applicable)

Name: same as owner
(Please Print)
Signature: _____

Address: _____

_____
(City) (State) (Zip)

Phone: _____

Fax: _____

E-mail: _____

Date _____

USER OR OCCUPANT OF SITE:

Name: Konecranes
(Please Print)
Signature: [signature]

Address: 820 Lakeside Drive

Gurnee IL 60031
(City) (State) (Zip)

Phone: 847-855-9150 ext 23

Fax: 847-855-9650

E-mail: carl.walters@konecranes.com

Date: March 20, 2013

Towne Industrial V Operational Plan Information
9505 72nd Avenue
Tax Parcel Number 92-4-122-222-0400 (partial)
(Konecranes Occupancy)

Operational Plan Information, in the form of a written narrative and maps when necessary, shall be submitted and at a minimum shall include the following information:

1) Describe the process, operation or function of buildings.

   KONECRANES will occupy 45,479 SF of a 60,256 SF existing industrial facility located in LakeView Corporate Park (commonly known as Towne Industrial V or 9505 72nd Avenue). The purpose of the facility is to engineer and assemble electrical control panels for Konecranes new equipment and modernizations for North and South America.

2) Hours of operation.

   6:00 AM to 5:00 PM, 5 to 6 days per week

3) Startup and anticipated total number of full and part time employees (total & per shift).

   37-40 full-time employees, 0 part-time employees. 1 shift.

4) Maximum number of employees on site at any time of the day.

   40-50 employees (if training classes or company meetings held)

5) Number of anticipated students, participants or persons to be gathered in places of assembly, if applicable.

   Same as number of employees above.

6) Number of parking spaces required and method used to calculate.

   64 spaces (1.41 spaces per 1,000 SF)

7) Estimate of the daily truck and automobile trips to and from the site (average & maximum).

   4/8 truck and 37/45 auto trips (average / maximum)

8) Type of materials and equipment (including machinery) to be stored on the site.

Racking, forklift, small crane system, electrical test equipment, electrical components.

9) Method of handling and storing solid and liquid waste disposal materials.

Common-use office and warehouse/production refuse will be stored inside the building in refuse bins and removed by a private service waste removal company.

10) Method of site and building security other than the Village Police Department.

ADT

11) Method of exterior site and structure maintenance.

Exterior site and structure will be maintained by the building ownership group.

12) Description of potential adverse impacts to neighboring properties or public facilities and measures taken to eliminate or minimize such adverse impacts.

See Performance Standards Compliance Plan (attached).

13) Copies of all Kenosha Water Utility, Highway Access, air quality and other special use permits issued by the Federal, State or county Agencies.

NA

Peggy Herrick

From: Nate Franke <Nate.Franke@Zilber.com>
Sent: Monday, March 25, 2013 2:17 PM
To: Jean Werbie-Harris
Cc: Chad Navis; Peggy Herrick
Subject: Konecranes

Importance: High

Jean-

Please see the answers to your questions to Werner below in bold font. If you have any further questions or comments, please feel free to reach out to Chad or me.

- Is this a new or relocated location? If relocating, from where? **Relocating from Gurnee.**
- Clarify total employees and max at site? Will there eventually be multiple shifts? **At this point, max employees is 40 at this site and they are only planning one shift.**
- When are they expecting to occupy and operate? **They need to be operational by August 1, 2013.**
- Looking for background info on the company and how this facility fits into the bigger picture of the company. **Their website is www.konecranesusa.com. This location will complete a portion of their crane sub-assembly process.**

Also, one point of clarification on our submittal this morning. We are proceeding with the approval with the cranes in place for their process at this time, but there is a chance that the cranes may be installed on a future date and not immediately as part of the initial occupancy.

Thanks.

Nate Franke
Industrial Leasing Director
Zilber Property Group
9560 58th Place, Suite 350
Kenosha, WI 53144
414.274.2648 Direct
262.914.2205 Mobile
262.652.6397 Fax
nate.franke@zilber.com
www.zilberpropertygroup.com

Towne Industrial V (Konecranes Occupancy)
9505 72nd Avenue
Tax Parcel Number 92-4-122-222-0400 (partial)

Performance Standards Compliance Plan (PSCP)

Air Pollution:
The proposed use is for a manufacturing/distribution/industrial center operation. No air pollution is associated with this operation or facility.

Electrical, Radioactive or other disturbances:
The proposed use is for a manufacturing/distribution/industrial center operation. No electrical, radioactive or other disturbances are associated with this operation or facility.

Fire and explosive hazards:
The proposed use of the facility should not increase the danger of fire as it will be adequately supplied with internal fire protection systems and will permit appropriate Fire Department access to the site (see building/site plans, etc on file with the Village of Pleasant Prairie). No flammable materials are anticipated to be stored above the quantities listed in the PSCP. As part of this application, Teleflex (tenant) is providing a list of main products to be stored on site.

Glare and heat:
The proposed use is for a manufacturing/distribution/industrial center operation. No glare and heat issues are associated with this operation or facility.

Noise:
The proposed use is for a manufacturing/distribution/industrial center operation. No noise levels above those stipulated in the PSCP are associated with this operation or facility.

Odor:
The proposed use is for a manufacturing/distribution/industrial center operation. No odor shall be emitted from this operation and facility that is in conflict with PSCP standards.

Erodible land regulations:
The proposed use is for a manufacturing/distribution/industrial center operation. No erodible land issues are associated with this operation or facility.

Soil capacity regulations:
The proposed use is for a distribution/industrial center operation. No soil capacity issues are typically associated with such type of operation or facility.

Steep land regulations:
The proposed use is for a manufacturing/distribution/industrial center operation. No steep land issues are associated with this operation or facility.

Vibrations:
The proposed use is for a manufacturing/distribution/industrial center operation. No vibration shall be emitted that is in conflict with PSCP standards from this operation and facility.

Water quality protection:
The proposed use is for a manufacturing/distribution/industrial center operation. No water quality issues are associated with this operation or facility.

Towne Industrial V (Konecranes Occupancy)
9505 72nd Avenue
Tax Parcel Number 92-4-122-222-0400 (partial)

Conditional Use Application: Section 4(3)

Light & air to adjacent properties:
The proposed use of the facility shall not impair an adequate supply of light or air to adjacent properties as evidenced by enclosed site plans, building elevations, etc.

Danger of fire:
The proposed use of the facility shall not increase the danger of fire as it will be adequately supplied with internal fire protection systems and will permit appropriate fire department access to the site (see enclosed building/site plans, etc). As part of this application, Hospira (tenant) is providing a list of products to be stored on site.

Traffic congestion/traffic circulation:
The proposed use of the facility shall not create any traffic problems as it has adequate access for truck and auto use both to the site and within the site (see enclosed site plans).

Storm water flooding/drainage:
The proposed use of the facility shall not create storm flooding/drainage problems as evidenced by the enclosed site/grading/utility plans.

Obnoxious odors:
The proposed use of the facility shall not create any obnoxious odors.

Public health/safety/welfare:
The proposed use of the facility shall not create adverse public health, safety, welfare issues. To the contrary, the project will bring increased tax revenue to the community, long-term operational job opportunities, etc.

Public services:
The proposed use of the facility shall not create a burden to public services as its use has been anticipated within LakeView Corporate Park.

Consistency within district/with adjoining districts:
The proposed use of the facility is not inconsistent with the intended use of land within LakeView Corporate Park and is unlikely to impact any adjoining districts negatively.

RECEIVED
MAR 25 2013
Village of Pleasant Prairie

Return to: Bruce Rabe
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144
Email: brabe@kenosha.org

Date Sent:_____

Date Due:_____

VILLAGE OF PLEASANT PRAIRIE
INDUSTRIAL WASTE SURVEY

To be submitted to the

Kenosha Water Utility

General Information

1. Facility Name: Towne LakeView V - Konecranes
2. Mailing Address: 820 Lakeside Drive
3. City, State, Zip Code: Gurnee, IL 60031
4. Site Address: 9505 72nd Avenue, Pleasant Prairie, WI 53144
5. Standard Industrial Classification Code (SIC): 3690
6. Name, Title and Telephone Number of the Authorized Representative and the Company Contact Person Responsible for Environmental Compliance.

Authorized Representative	*Company Contact*
Name: Carl Walters	Name: Same
Title: Vice President/GM	Title:
Phone #: 414-803-9728	Phone #:

The authorized representative must be a president, secretary, treasurer, or vice-president of the corporation in charge of a principle business function, or general partner or proprietor, or an individual designated by the aforementioned corporate official. The designated individual must meet the following criteria: (1) the person must be responsible for the overall operation of the facilities from which discharges originate, (2) the person is authorized in writing, and (3) the written authorization is submitted to the POTW.

7. List All Environmental Control Permits Held by or for the Facility.

N/A

Operational Characteristics

1. Existing Number of Employees: Full Time 37 Part Time 0
2. Operational Schedule: Days/Wk 5-6 Hours/Day 8-10 # Shifts 1
3. Describe the nature of the business conducted at this facility (if more than one type ,of business or manufacturing takes place, list all activities): Assembly of electrical control panels for overhead cranes
4. List principal raw materials used: Assembly only no raw materials used
5. List products produced and the average rate of production: Electrical control panels. average 20-30 panels per month
6. List types of wastes created during production and any by-products produced: standard waste used in assembly environment (i.e. wire, cardboard, wood)
7. Estimate the quantity of water to be used by the facility during a six month period. Record the gallons of water anticipated by this facility. 400 gallons.

   Indicate the source of the facility's water: Kenosha _____ Pleasant Prairie X

   Meter number or address assigned to water meter(s). 9505 72nd Ave suite 100 Pleasant Prairie, WI 53158
8. Type of discharges: Continuous x Batch _____

   If batch was indicated, give the average frequency and approximate volume of any batch discharges: _____
9. Describe the uses of water at this facility: typical office related and production support uses

Wastewater Information

1. A process wastewater IS any wastewater discharged other than for sanitary, non-contact cooling or boiler blow-down purposes. List activities which generate a process wastewater and the time and duration of each discharge.

Wastewater Producing Process	Time and Duration of Discharges
N/A	N/A

2. For each process wastewater stream list all the materials and pollutants which to believe may be present in the discharge.

N/A

3. Contact cooling water is cooling water that during the process comes into contact with process material, thereby becoming contaminated. Non-contact cooling water does not come into contact with process materials. Does this facility utilize cooling water? NO

4. Water volume used and discharged to sanitary sewer. A review of previous water usage bills may be helpful in assigning values to the following flows. If sanitary flow is not metered, provide an estimate based on 20 gallons per day fir each employee (i.e. water balance).

	Gallons per Day		Type of Wastewater Discharge
	Consumed	Discharges	(Continuous, Batch, None)
Sanitary Usage	740		
Process Wastewater Usage			
Cooling Water Usage			
Other Usage			
Total Volume			

5. Describe all locations where wastewaters enter the collection system N/A

6. Is there a sampling manhole on site? No _____ Yes X

If yes, describe the locations: see attached site plan /survey provided by ownership

7. Are sanitary and process wastewaters separated? No X Yes _____

8. Is boiler blowdown water discharged to the sanitary sewer? No X Yes _____

9. Does your facility haul any process wastewater? No X Yes _____

Compliance Information

1. Is there any usage of toxic compounds at the facility? No X Yes _____

If yes, list and use check list on last page.

2. Are there any floor drains in the manufacturing or chemical storage area? No X Yes ____

3. Is there a Spill Prevention Control and Countermeasure Plan in effect for this facility?

No _____ Yes X If yes, describe procedure: _____

5. Is any form of waste water pretreatment practiced at this facility? No X Yes ____

If yes, describe: ____

6. List any specific pretreatment standards that apply to this facility: N/A

7. If pretreatment standards are not being met on a consistent basis, describe what additional and maintenance or pretreatment must be performed to achieve compliance.

N/A

8. State the estimated timetable (compliance schedule) for the implementation of additional operations and maintenance or for the commencement and completion of major events leading to the construction and operation of the pretreatment facilities required to achieve compliance.

N/A

Submissions

Include a schematic (print) of the facility that shows the water intake points(s), existing sanitary sewer, discharge points (connection(s) to sanitary collection system), and direction of wastewater flows at the facility. Provide a diagram of water flow through any processes that use water for any purpose.

Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate this information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Carl Walters

Print Name: Authorized Representative

Signature: Authorized Representative

Vice President/GM

Title

March 20, 2013

Date

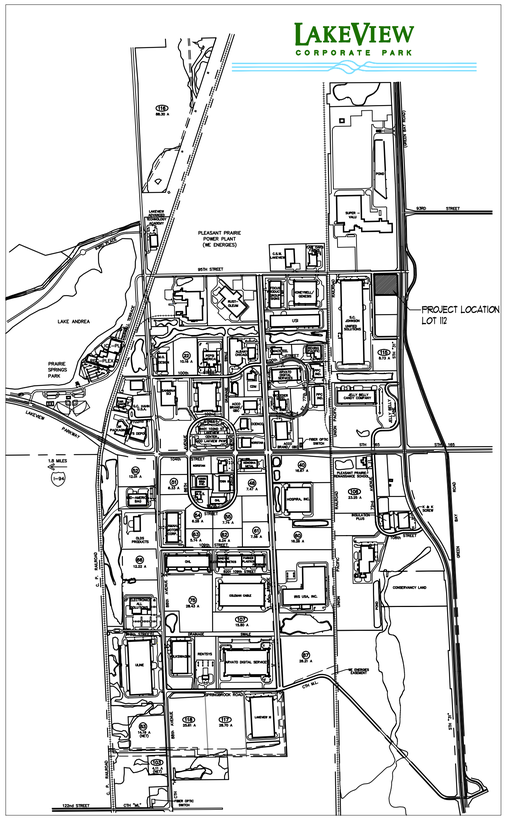
Appendix
Toxic Pollutants Listed in 40CFP 307(a)

Known Absent	Suspected Present	Known Present	Pollutant
			1 Acenaphthene
			2 Acrolein
			3 Acrylonitrile
			4 Aldrin/Dieldrin
			5 Antimony and compounds
			6 Arsenic and compounds
			7 Asbestos
			8 Benzene
			9 Benzidine
			10 Beryllium and compounds
			11 Cadmium and compounds
			12 Carbon tetrachloride
			13 Chlordane
			14 Chlorinated benzenes
			15 Chlorinated ethanes
			16 Chlorinalkyl ethers
			17 Chlorinated naphthalene
			18 Chlorinated phenols
			19 Chlorofoffil
			20 2-chlorophenol
			21 Chromium and compounds
			22 Copper and compounds
			23 Cyanides
			24 DDT and metabolites
			25 Dichlorobenzenes
			26 Dichlorobenzidine
			27 Dichloroethylenes
			28 2,4-dichlorophenol
			29 Dichloropropane & Dichloropropene
			30 2,4-dimethylphenol
			31 Dinitrotoluene
			32 Diphenylhydrazine
			33 Endosulfan and metabolites

Known Absent	Suspected Present	Known Present	Pollutant
			34 Endrin and metabolites
			35 Ethylbenzene
			36 Fluoranthene
			37 Haloethers
			38 Halomethanes
			39 Heptachlor and metabolites
			40 Hexachlorobutadiene
			41 Hexachlorocyclopentadiene
			42 Hexachlorocyclohexane
			43 Isophrone
			44 Lead and compounds
			45 Mercury and compounds
			46 Naphthalene
			47 Nickel and compounds
			48 Nitrobenzene
			49 Nitrophenols
			50 Nitrosamines
			51 Pentachlorophenol
			52 Phenol
			53 Phthalate esters
			54 Polychlorinated biphenyls (PCBs)
			55 Polynuclear aromatic hydrocarbon
			56 Selenium and compounds[1]
			57 Silver and compounds
			58 2,3,7,8-Tetrachlorodibenzo- p-dioxin (TCDD)
			59 Tetrachloroethylene
			60 Thallium and compounds
			61 Toluene
			62 Toxaphene
			63 Trichloroethylene
			64 Vinyl chloride
			65 Zinc and compounds

KONE CRANE
TENANT IMPROVEMENTS

TOWN INDUSTRIAL V
LAKEVIEW CORPORATE PARK
PLEASANT PRAIRIE, WISCONSIN



PROJECT DATA

APPLICABLE CODES:

INTERNATIONAL BUILDING CODE - 2009 AS MODIFIED BY THE WISCONSIN ENROLLED COMMERCIAL BUILDING CODE IN SPS CHAPTERS 360-366

BUILDING CLASSIFICATION:

FACTORY-INDUSTRIAL:
F-1 (MODERATE HAZARD)

STORAGE:
S-1 (MODERATE HAZARD)

NON-SEPARATED

CONSTRUCTION CLASSIFICATION:

TYPE 2B - UNPROTECTED W/ AUTOMATIC SPRINKLER SYSTEM

ZONING CLASSIFICATION:
M-2, GENERAL MANUFACTURING DISTRICT

BUILDING AREA:
60,256 S.F.

TENANT AREA:
45,479 S.F.

OFFICE AREA:

EXISTING:	3,485 S.F.
NEW:	3,800 S.F.
TOTAL:	7,285 S.F.

GENERAL NOTES

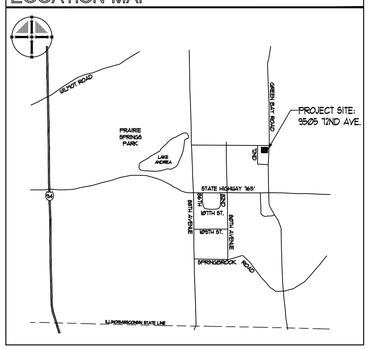
1. DO NOT SCALE DRAWINGS.
2. CONTRACTOR SHALL FIELD VERIFY AND BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS AND DIMENSIONS.
3. EACH CONTRACTOR SHALL REVIEW COMPLETE PLANS FOR RELATED WORK.
4. ALL WORK SHALL BE IN COMPLIANCE WITH STATE AND LOCAL CODES FOR RESPECTIVE TRADES.
5. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD AT THE VILLAGE OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGNING ENGINEER OF RECORD.

SHEET INDEX

T1 TITLE SHEET

ARCHITECTURAL
A1.1 TENANT FLOOR PLAN, SCHEDULE, AND DETAILS
A2.1 EXTERIOR ELEVATIONS

LOCATION MAP



REVISIONS

ZILBER PROPERTY GROUP

CLIENT:
ZILBER PROPERTY GROUP
9650 58TH PLACE, SUITE 350
KENOSHA, WISCONSIN 53144
PHONE: 262.857.1600
FAX: 262.652.6397
ATTN: CHAD NAVIS

RILEY CONSTRUCTION

DESIGN/BUILD CONTRACTOR:
RILEY CONSTRUCTION
5301 91ST AVENUE
KENOSHA, WISCONSIN 53144
PHONE: 262.658.4381
FAX: 262.658.0312
ATTN: DAVE RILEY

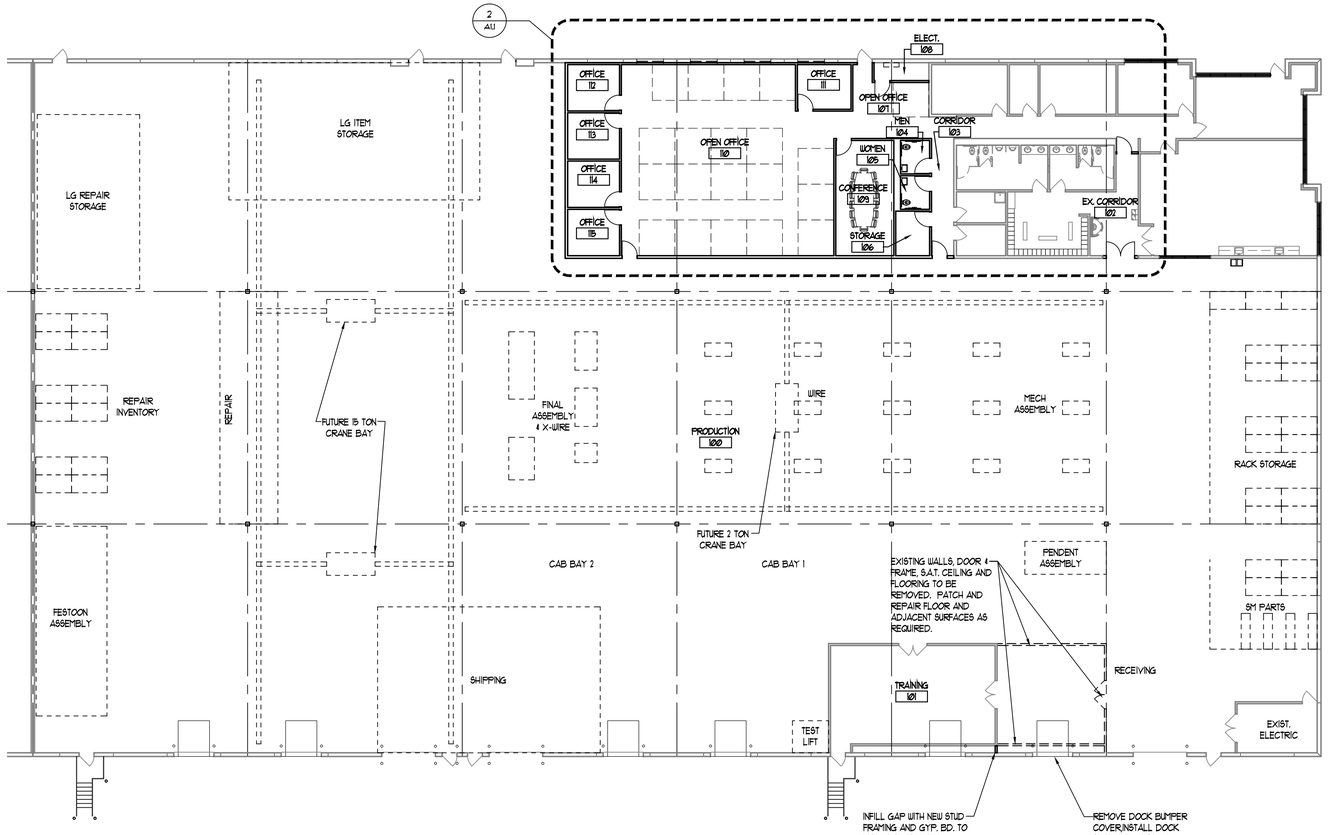
Partners in Design ARCHITECTS

ARCHITECT:
PARTNERS IN DESIGN ARCHITECTS
2610 LAKE COOK ROAD, SUITE 280
RIVERWOODS, ILLINOIS 60015
PHONE: 847.940.0300
FAX: 847.940.0045
ATTN: WERNER BRISKE, AIA
OR
JEREMY HALL, AIA

Partners in Design ARCHITECTS

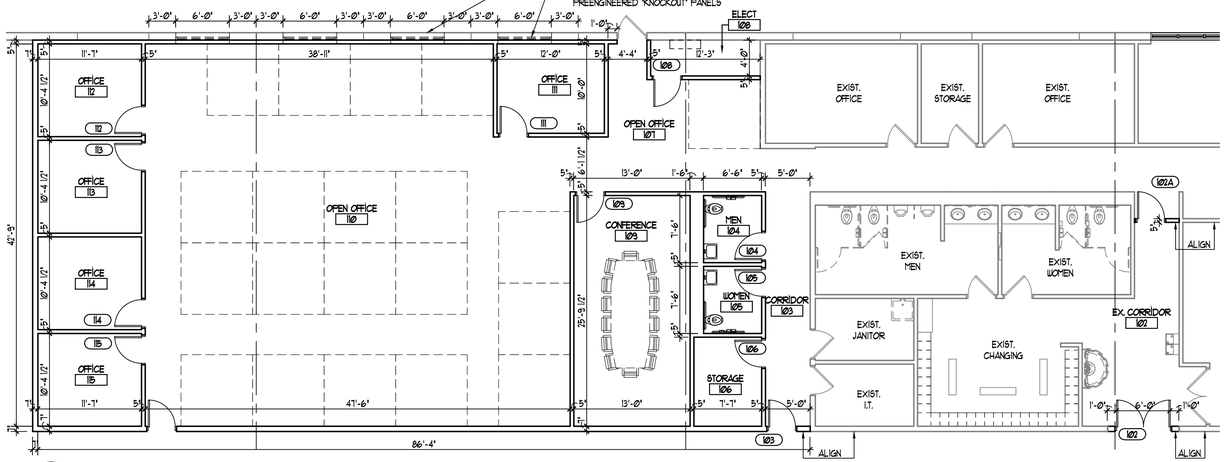
PROJECT NUMBER:
522.13.029
DATE: MARCH 22, 2013

SITE AND OPERATIONAL PLAN SUBMITTAL



1 TENANT FLOOR PLAN
A1.1 1/16" = 1'-0"

ALTERNATE: CUT NEW OPENING INTO EXISTING PRECAST PANELS & INSTALL PREF. ALUM. FRAMING & INSUL. GLAZING. WINDOWS TO BE LOCATED IN PREENGINEERED "KNOCKOUT" PANELS



2 OFFICE ADDITION FLOOR PLAN
A1.1 1/8" = 1'-0"

FLOOR PLAN LEGEND

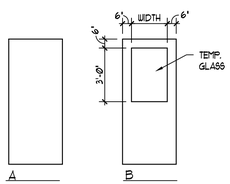
NEW WALL

EXISTING WALL TO REMAIN

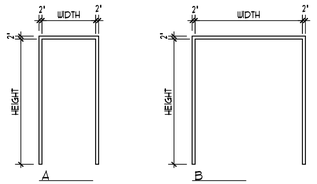
NEW DOOR, SEE DOOR SCHEDULE

EXISTING DOOR TO REMAIN

DOOR TYPES

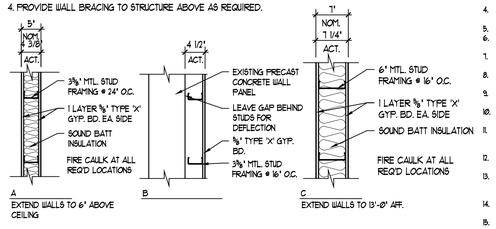


FRAME TYPES



WALL TYPES

1. ALL WALLS TO BE TYPE 'A1' UNLESS NOTED OTHERWISE.
2. ALL GYP. BD. TO BE 5/8" TYPE 'X' UNLESS NOTED OTHERWISE.
3. PROVIDE DEFLECTION TRACK AT UNDERSIDE OF MTL. DECK U.N.O.
4. PROVIDE WALL BRACING TO STRUCTURE ABOVE AS REQUIRED.

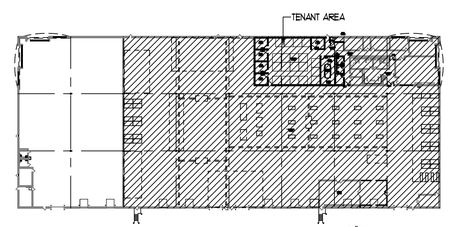


HARDWARE NOTES

1. VERIFY HARDWARE FUNCTIONS AND KEYING REQUIREMENTS WITH OWNER.
2. ALL DOOR HARDWARE TO COMPLY WITH ADA REQUIREMENTS AND AS DEFINED IN ANSI A-117.1.
3. DOOR HARDWARE SHALL BE CAPABLE OF OPERATION WITH THE USE OF ONE (1) HAND AND SHALL NOT REQUIRE TIGHT PINCHING, TIGHT GRASPING OR TWISTING OF THE WRIST TO OPERATE. THUMBTURN DEADBOLTS ARE PROHIBITED. LEVER OR PADDLE DEADBOLT RELEASES ARE ACCEPTABLE.
4. DOOR THRESHOLD SHALL NOT EXCEED ONE-HALF INCH (½") IN HEIGHT, THRESHOLDS EXCEEDING ONE QUARTER INCH (¼") IN HEIGHT SHALL HAVE A 1:2 BEVEL.
5. DOOR CLOSERS SHALL MEET OPENING FORCE AND SWEEP PERIOD REQUIREMENTS.
6. ALL ENTRY DOORS AND FIREWALL DOORS SHALL BE EQUIPPED WITH FINISH HARDWARE WHICH MEETS OR EXCEEDS THE REQUIREMENTS OF THE LOCAL CODES.
7. ALL REQUIRED ENTRY/ EXIT AND FIREWALL DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE.
8. SIGNS, IF REQUIRED, SHALL BE READILY VISIBLE AND DURABLE WITH LETTERS NOT LESS THAN ONE INCH HIGH ON A CONTRASTING BACKGROUND.
9. ACCESSIBLE TOILET ROOM SIGNAGE TO BE MOUNTED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR WITH A MOUNTING HEIGHT OF 60" FROM THE FINISHED FLOOR TO THE CENTER OF THE SIGN.
10. PROVIDE KNURLED HANDLES ON EXTERIOR SIDE OF DOORS TO HAZARDOUS AREAS WHERE REQUIRED BY CODE.
11. DOORS AND FRAMES SHALL BE REINFORCED FOR SURFACE MOUNTED HARDWARE AS NECESSARY. DRILLING AND TAPPING FOR SURFACE MOUNTED HARDWARE SHALL BE PERFORMED BY INSTALLATION CONTRACTOR. PROVIDE PROPER DOOR REINFORCING TO ELIMINATE THE USE OF THRU-BOLTS.
12. ALL STANDARD TYPE HARDWARE WILL BE LOCATED AT THE MANUFACTURER'S STANDARD LOCATION AS SHOWN ON DOOR AND FRAME ELEVATION.
13. HARDWARE ITEMS SUCH AS PANIC EXIT DEVICES, DEADLOCKS, ETC. WILL ALSO BE LOCATED AT THE MANUFACTURER'S STANDARD LOCATION UNLESS SPECIFICALLY ADDRESSED IN SUBMITTAL AND/OR SUBMITTAL REVIEW.
14. ALL FRAMES SHALL BE PREPARED FOR DRILLED DOOR SILENCERS, THREE FOR SINGLE SWING OPENING AND TWO PER HEAD FOR DOUBLE SWING OPENINGS.
15. ALL FRAMES MUST BE SET PLUMB AND LEVEL TO ENSURE PROPER OPERATION OF DOORS AND HARDWARE.
16. FRAMES TO BE WELDED FULL DEPTH 4 WIDTH.
17. INSTALL DOOR CLOSERS ON NON-PUBLIC SIDE OF DOORS TO THE GREATEST EXTENT POSSIBLE.
18. DOOR SURFACES WITHIN 10" OF THE FLOOR OR GROUND SHALL BE SMOOTH AND EXTEND THE FULL WIDTH OF THE DOOR. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS SHALL BE WITHIN 1/16" OF THE SAME PLANE. ANY CAVITIES CREATED BY ADDING A KICKPLATE SHALL BE CAPPED.

GLAZING NOTES

1. PROVIDE TEMPERED GLAZING AT THE FOLLOWING LOCATIONS (AND ANY OTHER LOCATIONS REQUIRED BY CODE):
   - A. INGRESS AND MEANS OF EGRESS DOORS.
   - B. FIXED PANELS IN SWINGING DOORS.
   - C. INDIVIDUAL FIXED PANELS ADJACENT TO DOORS.
   - D. FIXED PANELS WHOSE BOTTOM EDGE IS LESS THAN 18 INCHES FROM THE FLOOR.
   - E. GLAZING IN GUARDS AND RAILINGS.
2. ALL GLAZING SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL CODES.
3. ALL GLAZING IN OR ADJACENT TO DOORS OR IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION SHALL BE TEMPERED.
4. PROVIDE TEMPERED GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL WHEN ALL OF THE FOLLOWING CRITERIA APPLY: THE EXPOSED AREA OF AN INDIVIDUAL PANE IS GREATER THAN 9 SF; THE EXPOSED BOTTOM EDGE IS LESS THAN 18" ABOVE THE FLOOR; THE EXPOSED TOP EDGE IS GREATER THAN 36" ABOVE THE FLOOR AND ONE OR MORE WALKING SURFACE(S) ARE WITHIN 36" HORIZONTALLY FROM THE PLANE OF THE GLAZING.



KEY PLAN
NOT TO SCALE

© 2013 Partners in Design Architects, Inc.

REVISIONS

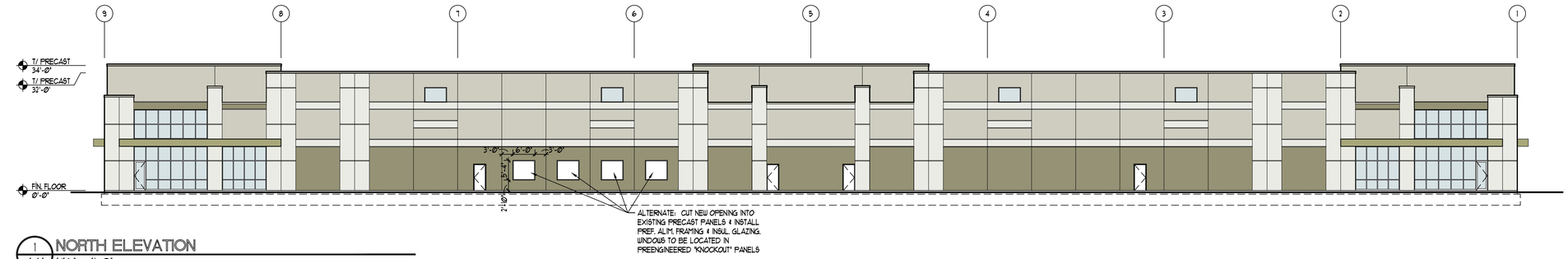
KONE CRANES TENANT IMPROVEMENTS
Towne V, Lakeview Corporate Park

TENANT FLOOR PLANS, SCHEDULES AND DETAILS

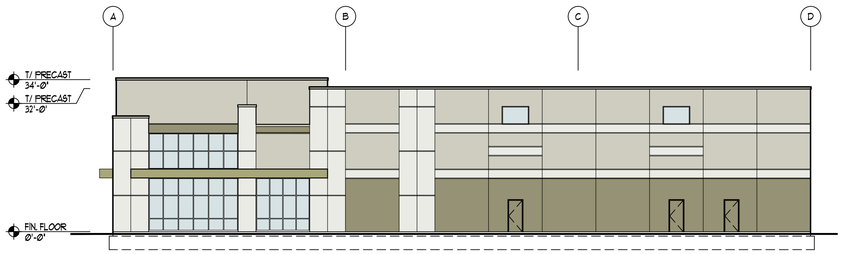
2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
Ph.: (847)940-0300
Fax: (847)940-1045

Partners in Design ARCHITECTS

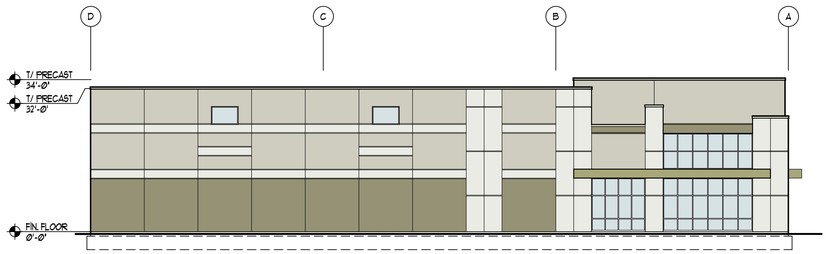
PROJECT NO.: 522.13.029
DRAWN BY: JJH
CHECKED BY: WHB
DATE: 03.22.13
SHEET NO.: A1.1



1 A4.1 NORTH ELEVATION
1/16" = 1'-0"

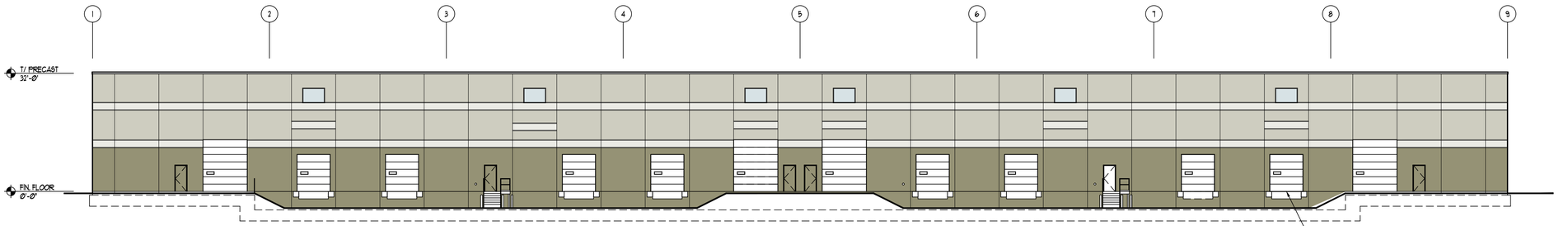


2 A4.1 WEST ELEVATION
1/16" = 1'-0"



3 A4.1 EAST ELEVATION
1/16" = 1'-0"

COLOR LEGEND:
- ACCENT COLOR 1: SW 7028 INCREDIBLE WHITE
- FIELD COLOR: SW 7030 ANEW GRAY
- ACCENT COLOR 2 & BASE COLOR: SW 7032 WARM STONE
- METAL CANOPY COLOR:



4 A4.1 SOUTH ELEVATION
1/16" = 1'-0"

© 2013 Partners in Design Architects, Inc.

REVISIONS

KONE CRANES TENANT IMPROVEMENTS
Towne V, Lakeview Corporate Park

EXTERIOR ELEVATIONS

2610 Lake Cook Road
Suite 280
Riverwoods, IL 60015
Ph.: (847)940-0300
Fax: (847)940-1045

Partners in Design ARCHITECTS

PROJECT NO.: 522.13.029
DRAWN BY: JJH
CHECKED BY: WHB
DATE: 03.22.13
SHEET NO.: A2.1