

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
DECEMBER 9, 2013
AGENDA**

1. Call to Order.
2. Roll Call.
3. Consider the minutes of the November 11, 2013 Plan Commission meeting.
4. Correspondence.
5. Citizen Comments.
6. New Business.
 - A. **PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Matt Phillips, agent for Senior Lifestyle Corporation for the proposed Senior Lifestyle Community that will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2 on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.
 - B. Consider the request of Jonah Hetland of Bear Development, LLC requesting a **six month time extension of the Site and Operational Plans** conditionally approved for Goddard School to be constructed at STH 50 and 91st Avenue.
 - C. Consider **Plan Commission Resolution #13-10** to initiate zoning text amendments related to non-metallic mining regulations.
7. 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.

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VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
November 11, 2013**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on November 11, 2013. Those in attendance were Thomas Terwall; Michael Serpe; Donald Hackbarth; Wayne Koessl; Jim Bandura; and John Braig. Judy Juliana (Alternate #1) and Andrea Rode (Alternate #2) were excused. Also in attendance were Mike Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; and Tom Shircel, Assistant Village Administrator.

1. CALL TO ORDER.

Mike Pollocoff:

Before she reads the roll, I'd like to introduce Floy Laudonio. She's a clerical secretary for building inspection and engineering. We have a little flu bug going through the CD department so everybody else is sick. Not that we're not glad to have Floy Laudonio here [inaudible]

Tom Terwall:

Give us your first name again?

Floy Laudonio:

Floy like Floyd but no D.

Tom Terwall:

Thank you. Welcome. We hope you come back many times.

2. ROLL CALL.

3. CONSIDER THE MINUTES OF THE OCTOBER 14, 2013 PLAN COMMISSION MEETING.

Don Hackbarth:

So approved.

Michael Serpe:

Second.

Tom Terwall:

MOVED BY DON HACKBARTH AND SECONDED BY MIKE SERPE TO APPROVE THE MINUTES OF THE OCTOBER 14, 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.

5. CITIZEN COMMENTS.

Tom Terwall:

If you're here for an item that appears on the agenda as a matter of public hearing we would ask that you hold your comments until the public hearing is held so that we can include your comments as a part of the official record. However, if you're here for an item 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 do so. We would ask that you step to the microphone and begin by giving us your name and address. Is there anybody wishing to speak under citizens comments?

6. NEW BUSINESS

A. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of Richard O'Conor, on behalf of Wisconsin Electric Power Company for Kenosha Fuels, LLC to install and operate a facility at the Pleasant Prairie Power Plant to produce refined coal by mixing coal and reagents to reduce fuel costs for We Energies and its electric customers.

Jean Werbie-Harris:

Members of the Plan Commission and the audience, the first item, Item A, is consideration of a conditional use permit including site and operational plans for the request of Richard O'Conor, on behalf of Wisconsin Electric Power Company for Kenosha Fuels, LLC to install and operate a facility at the Pleasant Prairie Power Plant to produce refined coal by mixing coal and reagents to reduce fuel costs for We Energies and its electric customers.

As a part of the public hearing and as part of the public hearing record, the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request as presented and described below:

Findings of Fact

1. The petitioner is requesting approval of a conditional use permit, including site and operational plans for Kenosha Fuels, LLC to install and operate a facility at the Pleasant Prairie Power Plant to produce refined coal by mixing coal and reagents to reduce fuel costs for We Energies and its electric customers. This is provided as Exhibit 1 which is the application and related materials.
2. The subject property is located at 8000 95th Street in a part of U.S. Public Land Survey Section 16, Township 1 North, Range 22 East in the Village of Pleasant Prairie and is further identified as Tax Parcel Number 92-4-122-164-0011.
3. The current zoning of the property is M-4, Power Generating District, and the operation and maintenance of an electrical generation power plant is allowed within the M-4 District with a conditional use permit for each project.
4. The Kenosha Fuels Company, LLC referred to as Kenosha Fuels, a subsidiary of DTE Energy Services, Inc., DTE, is proposing to install, own and operate coal handling equipment at the Pleasant Prairie Power Plant known as P4. The coal handling equipment will be used to produce refined coal. The production of RC qualifies for a tax credit that will reduce P4 fuel costs for We Energies and its electric customers.

DTE is a licensee of the Chem-Mod technology, and the proposed project will be using the Chem-Mod technology. The Chem-Mod technology consists of the addition and mixing of two proprietary chemicals, Mersorb and S-Sorb, with coal to produce refined coal. Mersorb is a calcium bromide solution. S-Sorb is a powder consisting of byproducts from the cement industry.

5. The proposed project will not cause a change in the existing operations, processes and functions at the Pleasant Prairie Power Plant site which is a coal-fired electrical generation facility. The proposed project will be an addition to the coal handling system that is in place to provide fuel to the Pleasant Prairie Power Plant coal-fired electrical generation facility. Kenosha Fuels will lease an area of approximately one acre from We Energies for their operations.
6. The proposed project is not expected to have any other adverse impacts on neighboring properties and will not result in an increase in noise or odors from the site. The proposed project will be located within the power plant site at a distance of about 1400 feet from the nearest property line and road which is 95th Street. The exterior of the proposed buildings will be corrugated sheet metal consistent with the existing coal handling equipment and will blend in visually at the site. The proposed project will result in an additional 15 to 25 truck deliveries per week.
7. The RC production equipment to be installed is depicted on the facility layout plan, and it's identified as Exhibit 1, and I'm going to jump ahead to that particular layout if you can see that. We're going to ask them to come up and go through any of these exhibits as well. The project consists of three new conveyors, two transfer towers, an S-Sorb storage silo, a Mersorb storage tank and containment, a blower building, a motor control center, transformer, construction trailers with office and bathroom facilities and a pug-mill

building that will include a pug-mill mixer, S-Sorb day-bin storage, and metering equipment.

The Mersorb and S-Sorb additives will be delivered to the refined coal production area by truck. Mersorb will be transferred from the truck via pump to a double walled insulated 8,700 gallon storage tank located in containment capable of holding at least 100 percent of the tank contents. The S-Sorb will be pneumatically conveyed from the truck to a 750-ton capacity storage silo. I'm going to jump ahead, and then I'll have them explain some of those.

The mixing of the coal and Mersorb and S-Sorb additives will occur in a paddle wheel pug-mill mixer that will be located in the new pug-mill building. On an as-needed basis, the S-Sorb will be pneumatically conveyed from the 750-ton capacity storage silo to a 30-ton capacity day-bin located in the pug-mill building where it will be transferred into the pug-mill mixer. The Mersorb will be pumped from the storage tank directly into the mixer. The additives will be applied on a percentage by weight of coal basis, using programmable logic controllers tied to conveyor belt scales that provide the weight of the coal being delivered to the pug-mill mixer.

The RC production equipment will be interconnected with the P4 fuel handling system and will be located just north of the existing crusher house. Coal will be diverted from the existing crusher house and routed through the RC process. The refined coal process will be delivered back onto existing P4 conveyors.

The additional structures such as the blower building, motor control center, and transformer, are ancillary systems to support the RC production.

8. The proposed project will include the following new buildings; with approximate square footage for each building included in parenthesis:
 - o Pug-mill building, 3,600 square feet: houses pug-mill mixer, S-Sorb day bin, and metering equipment
 - o Transfer house 1, 400 square feet: structure where coal/RC transfers from one conveyor to the next
 - o Transfer house 2, which is just over 1,050 square feet: structure where coal/RC transfers from one conveyor to the next
 - o Blower building, which is 625 square feet: houses air compressor
9. The proposed project will operate when the Pleasant Prairie Power Plant fuels, which is anticipated to be 12 to 18 hours per day but can occur more frequently depending on the demand for generated electricity. Site operations are not open to the public. Deliveries will be scheduled Monday through Saturday from 6 a.m. - 6 p.m.; however, it is possible that emergency deliveries could occur outside of these hours.
10. The proposed project is expected to take three to four months to construct after all approvals are received. Once operational, 15 full-time positions are anticipated to be required. No part-time employees are anticipated. The proposed project is anticipated to operate three shifts on a day basis with five employees on day shift and two employees on each of the other two shifts.

11. It is anticipated that an average of two to four truck deliveries per day will occur, with an anticipated maximum of six truck deliveries per day.
12. There are no solid or liquid byproducts of the RC process. The new conveyors and RC production buildings will be periodically washed down with water as a matter of good housekeeping practice. In addition, it is anticipated that small quantities of miscellaneous oils will be generated during equipment maintenance that will require disposal. General office waste will also be generated.
13. Waste materials will be handled, stored, and disposed in compliance with appropriate rules and regulations. Recycling will be used when possible.
14. The proposed buildings and conveyors will be frequently washed down with water as a matter of good housekeeping and a maintenance program will be implemented by operations and maintenance staff to ensure safe and reliable equipment and site operations.
15. A minor air pollution control construction permit from the Wisconsin Department of Natural Resources will be required for the project but has not yet been obtained. The copy of the permit shall be provided to the Village prior to the issuance of our permits.
16. The Village needs to evaluate some impacts of some fugitive coal. We've been talking to them about this, and they'll address that this evening through their additional comments to us. But it's anticipated by them that this project will not exacerbate any of the existing concerns that might be relevant at this point.
17. Notices were sent to adjacent property owners via regular mail on October 18, 2013 and notices were published in the *Kenosha News* on October 28 and November 4, 2013.
18. The petitioner was emailed a copy of this staff report on November 8, 2013.
19. According to the 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 and the information presented this evening that it will not violate the intent and purpose of all Village Ordinance 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 that the project will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements.

With that I'd like to continue the public hearing. I'd like to introduce a representative from the company in order to kind of walk through some of these illustrations that they have provided to us.

Tom Terwall:

For the record, sir, give us your name and address.

Rick O’Conor:

Good evening. My name is Rick O’Conor. I’m with We Energies. Business address is 231 West Michigan [inaudible].

Tom Terwall:

Thank you.

Rick O’Conor:

[Inaudible].

Jean Werbie-Harris:

Sure, and we have a pointer there, I’m hoping that works. That might be helpful as well.

Rick O’Conor:

[Inaudible].

Jean Werbie-Harris:

Is it working? Oh, you have to take the microphone, I’m sorry, with you.

Rick O’Conor:

I can walk you through the process.

Tom Terwall:

Please do.

Rick O’Conor:

Can you hear me?

Jean Werbie-Harris:

Yes, and I have the other slides as well that you had sent us.

Rick O’Conor:

Okay, this is a little challenging to read on this slide. Maybe if we had the aerial view so it’s kind of zoomed in on the property.

Jean Werbie-Harris:

That one?

Rick O'Conor:

The next one. This is the part of the [inaudible] and this is where the train comes into the facility on the track [inaudible]. The cars are dumped on conveyor one and this goes to the [inaudible]. From the crusher house we send the coal out to the coal piles and it's stored up there, or we send it up into the boiler [inaudible]. What we're going to do is make a connection to the existing conveyor in the crusher house, simply put in a new conveyor, and it fits right underneath this existing one, a little transfer house here. It's difficult to see but there's a yellow outline on here. This is the new [inaudible]. And then there's another conveyor [inaudible]. [Inaudible] take the coal off of the conveyor and take it [inaudible] add to the coal to make it into refined coal. [Inaudible] is calcium bromide [inaudible]. [Inaudible] run it into this building [inaudible]. And then there's also a liquid tank [inaudible]. [Inaudible] do you have any questions on the process?

Tom Terwall:

The coal that currently goes to the pile that won't be treated until it goes from the pile to the plant?

Rick O'Conor:

Correct. It will be the same, either we'll take coal off this pile and run it back to the crusher so there's actually two conveyors [inaudible]. [Inaudible] comes up from underground and runs back [inaudible]. In that case we send it back to this conveyor [inaudible].

Don Hackbarth:

The coal pile how small are the particles on the pile and how would wind affect that?

Rick O'Conor:

There's no change at all from the existing coal pile. So what's currently stored on the coal pile won't see [inaudible]. Do you have a question on what's on the existing coal pile, is that the question?

Don Hackbarth:

No, if you're going to crush it, is that crushed coal going to be on that pile?

Rick O'Conor:

Oh, I understand. No, the crushed coal doesn't go on the pile. If it comes [inaudible] bypasses the crusher and goes onto the pile. It's not crushed until it comes back to the facility [inaudible].

John Braig:

What is the physical composition of the chemical additive?

Rick O'Conor:

It's two different additives. The first one is [inaudible] bromide.

John Braig:

Liquid or powder?

Rick O'Conor:

It's a liquid. And then the [inaudible] is a solid powder [inaudible]. The material [inaudible].

Tom Terwall:

Does 100 percent of the coal that ultimately gets burned go through this process, or do you only have to add the two products to a portion of the coal?

Rick O'Conor:

The goal would be to put as much through this process as possible. If we get to 100 percent that would be great. We're estimating we'll probably get about 90 percent of this through here, so it's really dependent on what that process [inaudible].

Don Hackbarth:

What do you estimate the mercury flu gasses will be the way it's used now versus this product now, the new product?

Rick O'Conor:

There's really no change in the mercury [inaudible]. In terms of use [inaudible]. Right now we added in the boiler [inaudible]. We'll shut that system down and put it into standby mode [inaudible].

Don Hackbarth:

When you say you wash down the equipment where does the wash water go, the waste water?

Rick O'Conor:

[Inaudible] comes all the way the coal pile and that all runs to a [inaudible].

Jean Werbie-Harris:

You need to take the microphone.

Don Hackbarth:

Well, I'm asking about the housecleaning. When you wash down the equipment where does that wastewater go?

Tom Terwall:

Give us your name and address, sir.

Dale Garstecks:

My name is Dale Garstecks. You want my home address?

Tom Terwall:

Business address.

Dale Garstecks:

Business address would be the 8800 [inaudible]. I'm the yard supervisor [inaudible]. Last name is spelled G-A-R-S-T-E-C-K-S. Okay, when we wash the equipment [inaudible] all those drains run off to this pond. They are not part of the sewer system or anything like [inaudible].

Tom Terwall:

No different than it is now?

Dale Garstecks:

No different [inaudible].

Tom Terwall:

Thank you.

Michael Serpe:

The discharge out of the chimney is that going to be less?

[Inaudible].

Michael Serpe:

That will not change.

[Inaudible]

Michael Serpe:

And as the coal is refined it's going to become a dust. Is that going to be rather explosive?

Rick O'Conor:

No, [inaudible] dust comes through there [inaudible].

Don Hackbarth:

What is the advantage of this change?

Rick O'Conor:

The advantage [inaudible] tax credits [inaudible]. We use that for reducing the operating costs of the facility [inaudible].

Don Hackbarth:

So why would there be a tax credit on this but there wouldn't be on the other?

Rick O'Conor:

On the existing coal?

Don Hackbarth:

Yeah, why does this new system have that tax credit?

Rick O'Conor:

I don't know the whole history of the tax credit.

Michael Serpe:

Has to do something with lobbyists I think. Is this the first power plant that's having this in use in Wisconsin.

Rick O'Conor:

[Inaudible] seven different facilities similar to this one throughout the Midwest [inaudible].

Michael Serpe:

Has there been any adverse effects from any of the other plants that are in operation right now?

Rick O'Conor:

None that we're aware of.

Tom Terwall:

What's the completion date for having this installed and up and running.

Rick O'Conor:

We would like to have it up and running by spring of [inaudible].

Tom Terwall:

This is a matter for public hearing. Is there anybody in the audience that wishes to speak? Anybody -- yes, ma'am.

[Inaudible]

Tom Terwall:

You need to come to the microphone, ma'am. Give us your name and address please.

Carla Knickrehm:

Carl Knickrehm, 11100 63rd Avenue. I was concerned that there's going to be extra pollution and it doesn't sound like that's going to happen. But is Pleasant Prairie getting any benefit from this if it's not changing [inaudible] as far as what comes out of the chimneys? It's not going to affect our groundwater or anything [inaudible]. I guess I don't understand that.

Tom Terwall:

As a customer we'll all benefit. It will reduce the cost of electricity that any WEPCO customer would then share in that benefit.

Carla Knickrehm:

As long as we're sure it's not going to add to the pollution [inaudible] increase in pollution in this area [inaudible].

Tom Terwall:

No.

Carla Knickrehm:

[Inaudible]

Tom Terwall:

Would you care to speak to that, sir?

Wayne Koessl:

If I may, Rick, did you not have to get DNR and EPA approval?

Rick O'Conor:

Yes, we do. We will need a permit from the Wisconsin Department of Natural Resources. We have applied for a construction [inaudible] received last week [inaudible] verbal from the Wisconsin Department of Natural Resources. And part of that process is verifying there is [inaudible].

Tom Terwall:

Anybody else wishing to speak? Anybody else? Seeing none I'll close the public hearing.

Don Hackbarth:

I have one more question. I guess in the last week or two the transmission lines were put in to go down to Illinois. Do you know what the increased capacity is going to be for the power plant to put that down in Illinois?

--:

The transmission going south doesn't increase what the plant is put out. What it does is gives us the opportunity to send power south. And for that power [inaudible] in the southeast part of the state [inaudible].

Tom Terwall:

And what's the termination of that line, the old Zion Power Plant?

--:

It goes down to Waukegan.

Tom Terwall:

Oh, the Waukegan plan, okay.

Wayne Koessl:

The [inaudible] energy center.

Don Hackbarth:

Does that wind up in Chicago some of that stuff, power?

--:

It's possible.

Don Hackbarth:

Because taking the Chicago Tribune they're talking about Chicago being more competitive in the electric market, and they're looking for other generation sources to kind of be competitive. Is this part of the competition?

[Inaudible]

--:

You would have to ask somebody from that industry, their industry. All I know is we're part of the grid, and there is an area around Chicago [inaudible] their own grid. The [inaudible] grid is the [inaudible] Wisconsin, Michigan, parts of Illinois, Iowa and Minnesota [inaudible].

Tom Terwall:

Thank you. Anything further? Yeah, John?

John Braig:

As I understand it DTE or this enterprise or activity will be a separate operating entity? It won't be part of We Energies?

Rick O'Connor:

Correct. The facility will be built, owned and operated by [inaudible]. [Inaudible] one acre site in the middle of our [inaudible].

Tom Terwall:

Thank you.

Don Hackbarth:

Mr. Chairman, I move approval.

Wayne Koessl:

I'll second, Mr. Chairman, subject to the conditions outlined by staff.

Tom Terwall:

IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY WAYNE KOESSL TO GRANT A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AS PRESENTED SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Jean Werbie-Harris:

Mr. Chairman, I just have one point. I have a correction to one of the staff memos. We typically set specific hours for construction throughout the corporate park and with our commercial businesses. Due to the nature of this type of business and it's basically a 24-hour operation I want to make an exception that they would be able to work on the construction of this facility up to 24 hours.

John Braig:

That would be appropriate especially in light of the fact it is so isolated in comparison with relationship to any others.

Wayne Koessl:

I'll second that if Don adds it to his motion.

Don Hackbarth:

I agree, I'll add it.

Tom Terwall:

IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY WAYNE KOESSL THEN TO GRANT THE CONDITIONAL USE PERMIT INCLUDING THE SITE AND OPERATIONAL PLAN SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM INCLUDING THE OPTION THAT CONSTRUCTION CAN OCCUR 24 HOURS A DAY, 7 DAYS A WEEK. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you. Welcome.

B. Consider the request of Brad Folkert on behalf of Uline for approval of Site and Operational Plans for Uline to occupy the entire building located at 8505 100th Street for additional warehouse and distribution for bulk storage/material handling equipment.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, this is a request of Brad Folkert on behalf of Uline for approval of site and operational plans for Uline to occupy the entire building located at 8505 100th Street for additional warehouse and distribution for bulk storage/material handling equipment.

The petitioner is requesting to occupy the entire 256,240 square foot building located at 8505 100th Street for additional warehouse and distribution for bulk storage and material handling equipment. All material proposed to be stored are classified as Occupancy Type Storage Group S-2 which is a low hazard pursuant to Chapter 3 of the 2006 International Commercial Code.

The occupancy is proposed to be completed in phases. Phase 1, permits are being reviewed for issuance at this time, will allow for Uline to occupy less than 50 percent of the building or 125,440 square feet. The anticipated startup date for Phase 1 is November 18, 2013. At that time they anticipate 1-4 full-time employees.

Phase 2 will allow for Uline to occupy the entire building or the 256,000 square feet. Anticipated startup date for Phase 2 is January 1, 2014. At full operation, the facility is proposed have a total of 12 to 17 employees working two shifts, first shift 10 to 12 employees and second shift 2 to 5 employees. It is anticipated that there will be approximately 30 trucks arriving and departing per day when the entire building is occupied.

The property is currently zoned M-2, General Manufacturing District, and a small portion of the property which is adjacent to the pond is within the 100 year floodplain. No exterior site modifications are proposed; however there are some dock modifications that are being completed on each of the sides of the building, a new punch out, and then there's also going to be some painting work that's going to be done. This just happens to be their Uline floor layout plan that they presented to us. And then their exterior building modifications do include, again, some punch outs for some new docks and the areas above those windows.

In addition, again, they are going to be painting the top rim of the building into their Uline colors. I'm not sure if they've selected the brown or the green. Most likely green. It will match one of their other warehouse facilities in the LakeView Corporate Park over on 88th Avenue. The staff recommends approval as presented. There is a representative here from Uline. If you have any questions I'm sure he'd be happy to answer them. Do you want to come up?

Brad Folkert:

Good evening, Brad Folkert from Uline [inaudible]. Happy to be here, happy that we're expanding again [inaudible].

Michael Serpe:

We're happy you're expanding also. I'm curious how many square feet of distribution do you have will this bring you to?

Brad Folkert:

[Inaudible].

Michael Serpe:

In Pleasant Prairie.

[Inaudible]

Michael Serpe:

Wow. Amazon has nothing on you.

Tom Terwall:

Comments or questions from the Commissioners?

Wayne Koessl:

I move approval, Chairman, if there are no questions or comments.

Michael Serpe:

Second.

Tom Terwall:

IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY MICHAEL SERPE 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. Jean, who was the original occupant of this building?

Jean Werbie-Harris:

S.C. Johnson I think. Maybe Brad could answer.

[Inaudible]

Tom Terwall:

Thank you.

- C. Consider the request of Ronald Runkles owner of the property located at 10368 Bain Station Road for approval of a Lot Line Adjustment between his property and the property to the north located at 8423 104th Avenue owned by George and Rita Nicholson.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is the request of Ronald Runkles, owner of the property located at 10368 Bain Station Road for approval of a lot line adjustment between his property and the property to the north located at 8423 104th Avenue owned by George and Rita Nicholson.

As indicated, the properties are located at 10368 Bain Station Road identified as Tax Parcel Number 91-4-122-083-0037 owned by Ronald Runkles, and 8423 104th Avenue identified as Tax Parcel Number 91-4-122-083-0040 owned by George and Rita Nicholson. They are proposing a lot line adjustment of 20.34 feet to be transferred from the property at 8423 104th Avenue to the Bain Station Road property.

Both properties are zoned R-5, Urban Single Family Residential District, which requires lots to be a minimum of 10,000 square feet. After the adjustment both lots will continue to meet the minimum lot area of the R-5 District. The existing buildings on the property at 10368 Bain Station Road will become conforming with the proposed lot line adjustment and will comply with the requirements set forth in the Village Zoning Ordinance as well as the Land Division and Development Control Ordinance.

With that the staff recommends approval of the lot line adjustment as presented.

John Braig:

Move approval.

Michael Serpe:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY MIKE SERPE TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE 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.

D. Consider the request of John Steinbrink, Jr. agent for the Village of Pleasant Prairie for approval of a Certified Survey Map to dedicate road right-of-way within Ingram Park and create two parcels.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a request of John Steinbrink, Jr., for the approval of a certified survey map on behalf of the Village to dedicate road right-of-way within Ingram Park and to create two parcels.

The Village is requesting approval of a certified survey map to dedicate Ingram Park Drive, a 66 foot wide public road right-of-way that will subdivide the parcel into two lots. The property is located just north of 93rd Street and east of 60th Avenue. Specifically Ingram Park will be a rural cross-section roadway that has been constructed within the dedicated road right-of-way.

There is an existing home and outbuilding and Lot 1 within the park that is part of the park project or property area that is occupied by Dorothy Ingram. Lots 1 and 2 are zoned I-1, Institutional District, and a portion of the Lot 2 is also located with the 100-year floodplain which is at that very northeast corner of the site. The properties are being developed for park purposes, and the park is known as Ingram Park. John Steinbrink, Jr., is here if you have any questions with respect to the park or park development.

Wayne Koessler:

I have a comment to make to John. I've had a lot of comments from the neighbors, and they're all very pleased on how you're handling that project. And they look forward to the completion of it so thank you.

John Steinbrink, Jr.:

Thank you very much.

John Braig:

Is this roadway going to be open year 'round? In other words do you have how you're responsible for plowing it in the winter time.

John Steinbrink, Jr.:

Yes, it is. For the record John Steinbrink, Jr., Director of Public Works, 8600 Green Bay Road [inaudible] like any other public road that we do in Pleasant Prairie. [Inaudible] may be used in the winter [inaudible] heavily used in the winter months. So the parking lot, the access road and the turnaround at the southwest corner of the property all will be maintained by the public works department.

John Braig:

One of my neighbors made a comment on that sledding hill last winter. He said it's windy as heck which is quite possible. If you've got some spare trees or shrubs you could plant on that thing in years to come it might be a little bit of a windbreak.

Wayne Koessl:

He lives in Pleasant Prairie. Prairie is the last name.

John Steinbrink, Jr.:

[Inaudible] so we do plan on having some landscape trees especially on the east and west side to discourage sledders from sledding into the roadway so encourage them to sled north and [inaudible].

Don Hackbarth:

John, where's the parking lot on that diagram?

John Steinbrink, Jr.:

The parking lot is just [inaudible]. The parking lot is located in this general area so we have the dog park [inaudible] small dog park here, large dog park and the parking lot [inaudible] and then the pond up to the northeast corner of the property in this open space to the northwest.

Don Hackbarth:

What is a dog park? I'm ignorant.

John Steinbrink, Jr.:

What is a dog park? A dog park is a fenced in and enclosed secure area where residents can pay a fee, get a license and then have their dogs exercise and run.

Tom Terwall:

John, I was back there one day earlier this week, and there was a lady back there with two golden labs, full size dogs, and she had a frisbee that she was throwing out into that pond. And these two dogs would run as fast as they could possibly go, and they were getting at least ten feet in the air diving into that ice cold water to grab that frisbee, and couldn't get back to the lady fast enough. And I sat there and watched that for about a half hour. They were just having one hell of a good time.

Don Hackbarth:

That's how she bathes them.

John Steinbrink, Jr.:

Yeah, one of the benefits that the residents have that I've heard since it's been open, we had a grand opening about a couple months ago, is the dogs get exercise but then when they come home they're pooped.

Tom Terwall:

I bet these two dogs were ready to go to sleep.

Michael Serpe:

John's done a fantastic job with that park, and I'd move approval of the certified survey map.

John Braig:

Second.

Tom Terwall:

IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JOHN BRAIG TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE CSM 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.

7. ADJOURN.

John Braig:

Move adjournment.

Michael Serpe:

Second.

Tom Terwall:

Moved and seconded to adjourn. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- A. **PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Matt Phillips, agent for Senior Lifestyle Corporation for the proposed Senior Lifestyle Community that will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2 on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of December 9, 2013.

VILLAGE STAFF REPORT OF DECEMBER 9, 2013

CONSIDERATION OF A CONCEPTUAL PLAN for the request of Matt Phillips, agent for Senior Lifestyle Corporation for the proposed Senior Lifestyle Community that will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2 on the vacant 9 acre property generally located south of Prairie Ridge Blvd. and east of 97th Court within the Prairie Ridge development.

The petitioner is requesting the approval a Conceptual Plan for the proposed two-phase 162 senior housing unit development on property located generally south of Prairie Ridge Boulevard, between 97th Court and 96th Avenue within the Prairie Ridge development. The proposed Senior Lifestyle Community will provide 96 senior assisted living units in Phase 1 and 66 senior living units in Phase 2 on the vacant 9-acre property. Phase 1 is anticipated to begin in the spring, 2014. No exact time frame has been set for Phase 2.

BACKGROUND INFORMATION: On May 17, 2004 the Village Board approved Conceptual Plans for the proposed Arbor Ridge Condominium Development including 15-2 unit buildings, 5-4 unit buildings; and 8-6 unit buildings for a total of 98 units and Prairie Ridge Senior Campus including a total of 521 senior apartments to be constructed in Phases as specified below:

- Phase 1: 120 senior living unit building on 6.818 acres (constructed prior to May 2004)
- Phase 2: 71 senior living unit building on 4.254 acres (constructed in 2006)
- Phase 3: 70 senior living unit building on 3.349 acres (proposed for Tax Parcel Number 91-4-122-084-0413 south of phase 2 is still vacant land)
- Phases 4 through 7: A 260 total units within two buildings were identified to be constructed on 9.207 acres (Tax Parcel Number 91-4-122-082-0412)--which is the parcel proposed to be developed by Senior Lifestyle)

The first phase of the Arbor Ridge Condominium Development (15-2 unit buildings) was proposed and approved in 2005 as a part of this development west of 97th Court. At that time, VK development and the Village entered into a Development Agreement to install the public and private improvements related to the areas described above. The first two phases of the Senior Campus have been constructed, but the Arbor Ridge Condominium (15 2 unit building) have not been constructed. At this time, the Conceptual Plan for the remaining expansions of Arbor Ridge Condominiums (5-4 unit buildings and 8- 6 unit buildings), along with Phases 3-7 of the Prairie Ridge Senior Housing development have expired.

The Development Agreement relating to the public and private improvements pertaining to Phases 1-7 and the Arbor Ridge Condominiums is still in effect. The Developer's engineer (Nielson Madsen Barber) is preparing a cost evaluation of all outstanding improvements to help determine if the current letter of credit is sufficient. Cost estimates need to be submitted and reviewed at this time to determine if the letter of credit amount is sufficient and how the letter of credit will be allocated to the remaining overall development phasing of Arbor Ridge Condominium development. **Pursuant to the Development Agreement, the public and private improvements yet to be completed for this development include:**

Road Improvements/Street Trees/Street Lights/Street Signs/Sidewalks

1. 97th Court shall be fully improved from 94th Avenue to Prairie Ridge Boulevard, including sidewalks on both sides and parkway street trees. 97th Court shall be constructed to the Village's new standard composite pavement section (7-inches

concrete overlaid with 1.75-inch HMA). Plans, specifications, and contract/bidding documents for these improvements shall be submitted and reviewed.

2. 96th Avenue from 97th Court to 81st Street shall be fully improved to support the development. Also, the existing portion of 96th Avenue from 81st Street to Prairie Ridge Boulevard shall be final paved.
3. Parkway street trees shall be installed along the 97th Court (east and west side), 96th Court (west side), 96th Court (missing trees along the east side), 81st Street (missing trees along the north side), and a street tree is missing along Prairie Ridge Boulevard. A detailed landscaping plan showing the tree types (minimum of a 2" caliper) and locations shall be prepared. Street tree type(s) shall be listed in the current Village of Pleasant Prairie approved street tree list. The planting details including the mulch bed, staking and tie downs shall be provided. No substitutions shall be made without prior approval from the Village.
4. Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97th Court and 96th Avenue.
5. Street signs shall be installed pursuant to Village requirements.
6. Concrete sidewalks, 5 feet in width, shall be installed in the right-of-way on both sides of the development -97th Court and 96th Avenue abutting the development.

Sanitary / Water / Storm

7. The proposed sanitary service for the phase 1 building requires a sanitary extension from 98th Circle. The sanitary extension from existing manhole of 98th Circle to the manhole on 97th Court shall be a public sanitary sewer main extension requiring the following:
 - a. Plan and profile drawings and specifications.
 - b. Approval letter from SEWRPC.
 - c. WDNR approval. Developer's engineer shall submit to WDNR after Village approval of plans. WDNR submittal forms shall be submitted to the Village for review.
 - d. City of Kenosha Water / Wastewater Utility approval. To be submitted by the Village upon Village approval of plans.
8. The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
9. The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.
10. There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.

Senior Lifestyles Development Agreement: A new or amended Development Agreement between the Village and the new developer, financial security, executed contract documents, performance and payments bonds, insurance certificates, field staking and inspection cost estimates, street tree, street lighting, sidewalks, administrative fees, and any outstanding fees will be required for the development of the property in order to complete the previous private and public improvements.

CONCEPTUAL PLAN FOR PROPOSED SENIOR LIFESTYLE PROJECT: The petitioner is proposing to develop the 9-acres site for a 162 senior housing unit development within two phases--Phase 1 will include 96 units and Phase 2 will include 66 units. The senior housing community will include central dining facilities, a multi-purpose room, fitness center and an arts and crafts room. According to the application, as part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living (ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.

Phase 1: 96-unit Assisted Living Facility with 61 surface parking areas.

The living units will be located within a three (3) story building. On the first level each of the two living are wings include 16 units with a common living and dining area with kitchen facilities and a screen porch. In addition, there is access to an outdoor garden/patio area. The two (2) wings are connected to a one story area that will include a larger dining and living room with a multi-purpose room, craft room with an attached greenhouse, fitness room, salon and therapy room. This common area will also have two elevators to access the upper levels. The second and third floor will provide for a total of 32 living units and no commons living spaces. A majority of the units are 1 bedroom units. There are a limited number of efficiencies and 1 bedroom units with a small living area.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces not including handicapped accessible parking required for Assisted Living is 1 space per 6 patient beds, plus 1 space per employee on the largest work shift, plus 1 space per staff member and visiting doctor. The 61 spaces provided appear to be adequate. This number shall be verified when the number of employees and the number of staff members and visiting doctors. The number of handicapped accessible parking spaces is based on the requirements of the State code.

Phase 2: 66-unit Senior Housing Facility with 51 underground parking spaces and 48 surface parking spaces.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms. The development will have 66 bedrooms; therefore 33 parking spaces plus the required handicapped accessible parking are required. The parking meets the minimum requirement. (A part of the PUD, the Village will require a minimum of 50 parking spaces underground.

The developer should submit a conceptual floor plans and conceptual elevations.

Zoning Map and Text Amendments and Conditional Use Permit: The current zoning of the property is R-11 UHO, Multi-Family Residential District with a UHO, Urban Landholding Overlay District. The proposed Senior Lifestyle project is classified as a Community Living Arrangement in the Village Zoning Ordinance, which is allowed within the R-11 District with approval of a Conditional Use Permit and provided the additional requirements pursuant to Section 420-148 B (22) of the Village Zoning Ordinance related to Community living arrangements in the R-11 Districts.

- The net density shall not exceed 21 units per acre. (The development of 8.953 net-acre property with a 162-units provide a net density of 18.5 units per acre.)
- The facility shall be in conformance with all State statutory requirements.

- The petitioner shall submit as part of the application for the Conditional Use Permit, the type of community living arrangement proposed, the purpose for the community living arrangement, the type of individuals that will reside on the property and the plan for supervising and administering the needs of the residents.
- If applicable, a report and license from the Department of Health and Family Services relating to the suitability of the property for use as a community living arrangement shall be submitted as part of the application for a conditional use permit. The loss of any license shall operate as an automatic revocation of the Conditional Use Permit. Permits shall not be transferable to another location or holder without approval of another Conditional Use Permit.
- The property and the structures shall be serviced by municipal sanitary sewer and municipal water.
- The lot shall be a minimum of three (3) acres. (Lot size is 8.953 acres)

In addition, the property is proposed to be rezoned to R-11, Planned Unit Development (PUD) for this development is being proposed. ***Developing the property as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.*** The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the Final Development Plans.

At this time the only modification from the Zoning Ordinance that is proposed to be included in the PUD relates to the building height. The Phase 1 building is proposed to be 45 feet high wherein the R-11 District allows for buildings to be a maximum height of 35 feet. As the detailed Development Plans are prepared, additional items may be included in the PUD related to dimensional requirements, unit sizes (pursuant to the R-11 District regulations efficiency and 1-bedroom units shall be a minimum of 700 square feet) and signage requirements. As part of the PUD, the Village will require a minimum of 50 parking spaces underground.

The PUD Ordinance will be drafted and considered by the Plan Commission and the Village Board after the final plans are submitted for review. The required public hearing for the PUD Zoning Text and Zoning Map Amendments will be held at the same time as the Plan Commission and Village Board considers the Conditional Use Permit, the CSM and the required Development Agreement as discussed above.

Recommendations:

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the **Conceptual Plan** subject to the above comments and the following conditions:

1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the CSM (if proposed), Final Development Plans and the PUD, Planned Unit Development and Development Agreement shall be approved by the Village and building permits shall be issued.
2. A new or amended Development Agreement will be required for the development of the property to complete the following public and private items addressed in the

previous Development Agreement to service the proposed Senior Lifestyle Project, including:

Road Improvements/Street Trees/Street Lights/Street Signs/Sidewalks

- 97th Court shall be fully improved from 94th Avenue to Prairie Ridge Boulevard, including sidewalks on both sides and parkway street trees. 97th Court shall be constructed to the Village's new standard composite pavement section (7-inches concrete overlaid with 1.75-inch HMA). Plans, specifications, and contract/bidding documents for these improvements shall be submitted and reviewed.
- 96th Avenue from 97th Court to 81st Street shall be fully improved to support the development. Also, the existing portion of 96th Avenue from 81st Street to Prairie Ridge Boulevard shall be final paved.
- Parkway street trees shall be installed along the 97th Court (east and west side), 96th Court (west side), 96th Court (missing trees along the east side), 81st Street (missing trees along the north side), and a street tree is missing along Prairie Ridge Boulevard. A detailed landscaping plan showing the tree types (minimum of a 2" caliper) and locations shall be prepared. Street tree type(s) shall be listed in the current Village of Pleasant Prairie approved street tree list. The planting details including the mulch bed, staking and tie downs shall be provided. No substitutions shall be made without prior approval from the Village.
- Street lights (residential type-concrete base and pole with Sheridan fixture) shall be installed along 97th Court and 96th Avenue.
- Street signs shall be installed pursuant to Village requirements.
- Concrete sidewalks, 5 feet in width, shall be installed in the right-of-way on both sides of the development -97th Court and 96th Avenue abutting the development.

Sanitary Sewer / Water / Storm Sewer

- The proposed sanitary service for the phase 1 building requires a sanitary extension from 98th Circle. The sanitary extension from existing manhole of 98th Circle to the manhole on 97th Court shall be a public sanitary sewer main extension requiring the following:
 - Plan and profile drawings and specifications.
 - Approval letter from SEWRPC.
 - WDNR approval. Developer's engineer shall submit to WDNR after Village approval of plans. WDNR submittal forms shall be submitted to the Village for review.
 - City of Kenosha Water / Wastewater Utility approval. To be submitted by the Village upon Village approval of plans.
- The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
- The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.

- There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.

The construction timing of roadway improvements with respect to the building construction shall be discussed and clarified. In addition, the Developer's Engineer (NMB) shall prepare a cost evaluation of all outstanding improvements to help determine if the current letter of credit is sufficient. Cost estimates need to be submitted and reviewed at this time to determine if the letter of credit amount is sufficient and how the letter of credit will be allocated to the remaining overall development phasing of Arbor Ridge.

3. The Senior Living Facility is proposed to be developed as a Planned Unit Development (PUD). **Developing as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.** The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the Final Development Plans.
4. Will the Phase 1 and Phase 2 sites be on separate parcels? If so, a Certified Survey Map (CSM) will be required to divide the site into 2 parcels. If not, then the PUD ordinance language will need to allow two (2) buildings on one parcel.
5. The Prairie Ridge Commercial Association must approve the detailed site plans for the development. Written approval shall be submitted to the Village prior to issuance of permits.
6. The landscaping of the site shall be in compliance with the Prairie Ridge Commercial Covenants.
7. The Conceptual Plan has 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 plans prior to resubmittal:
 - a. See **attached** changes to sheets **C-3, C-10 and A-2.**
 - b. The renderings and amount of brick work and detail shall be modified on the plans. See **attached** staff mark-up on **Sheet A5.** Additional brick, window modifications, and detailing shall be provided. Sample boards, colors and materials shall be provided for review and approval.
 - c. On **Sheet A1:** The depiction of the "Future Development (by others)", the former Arbor Ridge Condominium development, should be eliminated (if it's not planned to be developed in that configuration anymore).
 - d. On **Sheet A2** the following changes shall be made:
 - i. In the Zoning Data chart, the Proposed Zoning Classification should be "R-11 (PUD)".
 - ii. The total area of impervious surface shall be provided on the plans.

- iii. The total area of landscape/open space (non-impervious) shall be provided on the plans (a minimum of 25% is required. However, as part of the PUD a greater open space area may be required).
- iv. The 5 ft. wide concrete public sidewalk shall be the dominant improvement when traversing the private driveway entrances on the site. In other words, the concrete sidewalk shall cross through the paved driveways. Depict as such (also depict as such on **Sheet C-3** of the Construction Plans).
- v. If Phase 2 (Senior Living) is to have an outdoor trash/recycling enclosure, then similar to Phase 1, it shall be attached to the building. Or, the trash and recycling containers may be stored within the underground parking area. Need to specify.
- vi. Dimension the width of all driveways at the street property lines (right-of-way lines), 35 feet in width is the maximum allowed.
- vii. Label the parking lot pavement material (e.g. asphalt, concrete).
- viii. Label the private on-site walking path pavement material (e.g. asphalt, concrete).
- ix. Dimension the width of the on-site private walking paths.
- x. Label the curb & gutter.
- e. On **Sheets A2 and L1**, Label the sections of Phase 1 curb and gutter, where the eventual access points between Phases 1 & 2 will be connected, as "Curb and gutter to be removed upon construction of Phase 2".
- f. Provide a chart on the plans that specify the square footage of each unit type.
- g. On **Sheet L1**, change notation of "Parkway Tree" to "Street Tree".
- h. The grading plan is missing the existing contour layer. Show the existing contours in the grading plan.
- i. Provide additional information within the open space areas to show positive drainage. Example locations are as follows:
 - Between the berm and parking lot located at the south end of phase 2.
 - Between the berm and building on the west side of phase 2.
 - Open area within the drive circle in phase 1.
- o. Provide a grading plan for phase 1, showing temporary grading tie-ins to existing elevations along the phase 2 boundary.
- p. Erosions control measures and locations will need to be included in the preliminary/final engineering plans.
- q. Provide spot grades along the sidewalk.
- r. It appears that a Section Corner Monument will be disturbed by the site development. Prior to disturbance of the section corner, the Developer shall contact the SEWRPC, who acts as the County Surveyor to coordinate the monument disturbance, survey tie in, and replacement. A note shall be placed on the plans indicating the coordination requirement prior to disturbance.

- s. The existing water main along 97th Court is shown outside the pavement area in several locations which conflicts with the plan design. Is the location from utility hotline markings?
- t. The backfill for the sanitary sewer service connection within the pavement area of 96th Avenue shall be slurry. Also, the sewer extension under 97th Court shall be backfilled with slurry. This shall be noted on the plans.
- u. There are several storm sewer catch basins along the existing barrier curb line within the proposed entrance drives. The plans shall show detail regarding the new cover/casting etc. for these catch basins within the new depressed curbs.
- v. The locations of the pumper pad bump outs shall be discussed with the Fire Department as the locations do not appear to provide easy ingress / egress. Also, the need for any additional hydrants should be reviewed and discussed with the Department.
- w. Has the ability to provide utility services for the phase 1 building from 96th Avenue been explored to eliminate the need for a public sewer extension?
- x. Provide detail(s) with respect to the site entrance approaches. Are these concrete approaches up to and through the sidewalk?
- y. Change the public sidewalk section to be 5-inch concrete thickness (minimum 6" within entrance drives).
- z. Compliance with the **attached** Village Fire & Rescue Department dated December 4, 2013.
- aa. The Sign Ordinance (Article X) allows for one (1) Multifamily Residential Development Identification Sign, except that if there is more than one entrance to the development from an arterial street or highway, then an additional sign may be approved at each entrance. Sheet A2 depicts too many signs for the development. If these multiple signs are going to be allowed, then the PUD ordinance language will need to allow for the additional signage. If not, some of the proposed signs will need to be removed from the Plans.
- bb. Multifamily Residential Development Identification Signs shall meet the following requirements:
 - Minimum setback: five (5) feet from the right-of-way line or property lines, provided the signs are not located within any easements.
 - Maximum height: six (6) feet pursuant to the Prairie Ridge Commercial Covenant.
 - Maximum area: 36 square feet per face.
 - Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island.
 - May be illuminated.

- May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
- The sign supports or base shall be constructed of materials that complement the materials used in the development.

NEXT STEPS:

8. Upon approval of the Conceptual Plan by the Village Board the following documents shall be submitted to the Village for staff review:
 - a. Ten full-size and one (1) reduced to 11" x 17" of the Final Development Plans for the development which shall include all of the components of the Site and Operational Plans requirements set forth in Section 420-57 of the Village Zoning Ordinance.
 - b. Provide a list of the special provisions that are being requested as part of the PUD and the reasons for the requests. Also provide the Community Benefits for the provision of a PUD.
 - c. Written statement related to the requirements specified in Section 420-148 B (22) related to the conditional use permit.
 - d. Material sample boards, including paint samples for all exterior building materials. (Colors and materials are not being approved with the Conceptual Plan).
 - e. A draft of any proposed Restrictive Covenants for the project.
 - f. Proposed Certified Survey Map, if the parcel is proposed to be subdivided.
 - g. Ten full size and one (1) reduced to 11" x 17" of the proposed public/private improvements as required in the Development Agreement shall be submitted for review. (See condition #2 above)
9. **After the above documents are received, the Village staff will review the plans and prepare the draft PUD Ordinance and draft Development Agreement for the Developer's review.**
10. **Upon the staff's satisfactory review of the CSM (if proposed), the Final Development Plans, detailed Engineering Plans and Specifications and other items specified above, the CSM, Development Agreement, Conditional Use Permit and Zoning Text/Map Amendment applications and related application materials shall be submitted for consideration of the Plan Commission and Village Board.**
11. **The CSM, Development Agreement, Conditional Use Permit and PUD Ordinance Amendments cannot be approved until the Final Plan including Final Engineering Plans and Specifications for all required public/private improvements are approved and the Development Agreement and all related documents are in final form.**
12. The Owner and the Developer of this project shall be one entity unless both will be signing and executing all of the developer documents.
13. Upon Village approval of the Engineering Plans and Specifications for the public/private improvements specified in the Development Agreement four copies and a pdf copy of the plans shall be submitted to the Village so that estimates can be obtained for field staking and inspection.

14. Upon Village written approval of the Engineering Plans and Specification for the public sewer main extension, the Developer shall submit four (4) copies of the approved sewer plans, profiles and specifications to the Village so that the Village can request approval from the Kenosha Water Utility (KWU).
15. The Developer's engineer shall submit the sanitary sewer extension plans to Wisconsin Department of Natural Resources (WI DNR) after Village approval of sanitary sewer plans and specifications and WI DNR submittal forms.
16. The Developer's engineer shall submit the sanitary sewer extension plans to SEWRPC for their written approval.
17. Upon Village approval of the Final Engineering Plans, Profiles and public and private improvements then a copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer'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. **All contractors shall be pre-qualified by the Village.**
18. **At least two (2) weeks prior to Village Board consideration of the PUD (Zoning Map and Text Amendments), CSM, Development Agreement and related documents and, the following shall be finalized and submitted:**
 - a. The original CSM executed by the property owners and a digital copy of the CSM (Digital Information shall conform to the Village's format requirements).
 - b. Five (5) full size and one (1) 11 by 17 copy of the Final Engineering Plans and Specifications and Contracts for the private and public improvements and two (2) digital copies of the Final Engineering Plans (Digital Information shall conform to the Village's format requirements).
 - c. A pdf copy of all plans and specifications.
 - d. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - e. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
 - f. Copies of the approval letters from the KWU, WI DNR and SEWRPC for the sanitary sewer extension.
 - g. The Itemized Cost Breakdown Exhibit (to be drafted by the Village and reviewed by the Developer). **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 on bank letterhead).**
 - h. A Policy of Title Commitment equal to the cost of public improvements shall be provided to the Village. The title policy shall indicate that the public improvements/easements are being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
 - i. The Work in the Right-of-Way Permits.
 - j. The Erosion Control Permit application, related plans and permit fee.
 - k. A \$2,000 street sweeping cash deposit.

- l. A three-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including municipal water main, street trees, field staking, inspection and construction related services for public improvements. **A "draft" LOC shall be provided to the Village for staff review. The "Final" LOC shall be provided prior to the Village at the closing.**
 - m. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the execution/signing of the CSM and Development Agreement and Memorandum of Development Agreement and other related documents.
19. Upon Village Board's approval of the CSM, Development Agreement and related documents and within seven (7) days of said approval, the Village will hold a closing to have the Final documents signed. The Developer/Owner shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide the proof of recording to the Village within 72 hours of closing with the Village.
 20. Following the closing (on the same day), the Developer's engineer shall conduct a pre-construction meeting at the Roger Prange Municipal Building with all of the contractors, utilities, Village on-site inspectors and Developer representatives (This meeting is required prior to public improvement field work commencing).
 - a. The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting.
 - b. The Developer's engineer shall come prepared with extra copies of the plans and specifications, copies of the agenda for the meeting, copies of the construction schedule and copies of the listing of emergency contact personnel and phone numbers. (The Village can provide a sample agenda).
 21. 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.
 22. 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. If fees are not paid in a timely manner the Village will not continue to review said plans.
 23. 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. If fees are not paid in a timely manner the Village will not continue to review said plans.
 24. Impact fees for this developer are due at the time of issuance of building permits.
 25. All required public improvements and private grading shall be completed, inspected, storm sewer televised and accepted, water sampled with safe samples, and approved by the Village including an as-built grading plan of subdivision prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.
 26. Prior to written occupancy of Phase 1 and as-built graphical data of all public and private sewer, water, and storm sewer facilities shall be provided to update the Village's Geographical Information System. Information shall conform to the

Village's format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.

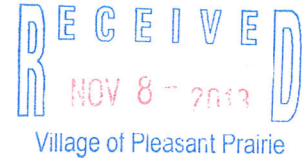
27. Prior to occupancy of Phase 1, a record drawing of the utility plans will be required to reflect actual construction records and utility alignments. Record drawing(s) of all the public and private water main, storm sewers, and sanitary sewers shall be prepared by the Engineer of Record for the project.
28. Prior to written occupancy of the building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approved site plans and the grading of the site was completed pursuant to the approved plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage were installed pursuant to the approved final plans shall be submitted.



Filed 11/20 2013 Published _____ 20____
Public Hearing _____ 20____ 20____
Fee Paid 11/8 2013 Approved _____ 20____
Notices Mailed _____ 20____ Denied _____ 20____

**VILLAGE OF PLEASANT PRAIRIE
CONCEPTUAL PLAN APPLICATION**

1. Development Name: Senior Lifestyles
2. General Location of Development: Prairie Ridge Blvd. & 97th Court
3. Tax Parcel Number(s): 91-4-122082-0412
4. Number of Lots: 1 Number of Outlots: 0
5. Size of Development: 9.2 acres.
6. The Development is proposed to be constructed in Phases: Yes No
7. The Development abuts or adjoins a State Trunk Highway: Yes No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail: Yes No
9. The following number and types of plans shall be submitted with this application:
 - 10 full size sets of Conceptual Plan
 - 1 copy of the Conceptual Plan reduced to 11" by 17"
 - Conceptual Plan application fee
 - 10 sets of Conceptual Engineering Plan
 - Phasing Plan, if applicable
 - Draft of Declarations, Covenant, Restrictions and any Easement Documents
 - Any other information as specified by the Village



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: The National Bank
Signature: [Signature]
Address: 3151 US Hwy 20
Elgin, IL 60124
(City) (State) (Zip)
Phone: (847) 931-3676
Fax: (847) 931-0003
Date: 10-06-13

OWNER'S AGENT:

Print Name: Senior Lifestyle Corporation
Signature: [Signature]
Address: 111 East Wacker Drive, Suite 2200
Chicago, IL 60601
(City) (State) (Zip)
Phone: (312) 673-4333
Fax: (312) 673-4306
Date: _____

Matt Phillips

SENIOR LIFESTYLE

FAMILY-OWNED COMMUNITIES

Senior Lifestyle Community, Village of Pleasant Prairie, Kenosha County, WI

The Senior Lifestyle Community will provide 96 senior living dwelling units in phase 1 and 66 dwelling units in phase 2. The community will include central dining facilities, a multi-purpose room, arts and crafts room and fitness center. As part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living ((ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.

RECEIVED
NOV 26 2013
Village of Pleasant Prairie

Senior Lifestyle in Pleasant Prairie Operational Plan

In connection with its Conceptual Plan Application ("Application"), Senior Lifestyle Development LLC ("Senior Lifestyle") submits the following responses to satisfy the Operational Plan Requirements:

(1) Operational plan requirements. The applicant shall prepare and file as part of the application for site and operational plan approval an operational plan which shall include at least the following information or materials:

(a) A detailed narrative description of the operations, processes and functions of the existing and proposed uses to be conducted in or on the real property constituting the site, together with any diagrams, maps, charts or other visual aids that are helpful in understanding the operations and any potential adverse impacts on neighboring properties.

Response: The Senior Lifestyle Community will provide 96 senior living dwelling units in Phase 1 and 66 dwelling units in Phase 2. The community will include central dining facilities, a multi-purpose room, arts and crafts room and fitness center. As part of their monthly fee, residents will have access to meals and other services such as housekeeping, linen service, transportation, and social and recreational activities. Supportive care and assisted living services from trained employees will also be available to residents who require assistance with activities of daily living ((ADLs) including management of medications, bathing, dressing, toileting, ambulating and eating) and residents who have Alzheimer's disease or other forms of dementia.

(b) ___ A detailed description of the proposed project or activity giving rise to the need for site and operational plan approval and a detailed explanation of how such project or activity relates to the site and to the existing or proposed operations to be conducted in or on the real property constituting the site.

Response: The proposed development and use of the site as a senior living community as described in Response (a) above will serve the needs of seniors now residing in the Pleasant Prairie and greater Kenosha market or desiring to move there to be closer to their adult children. The site plan depicting how the project relates to the site was filed with the Application.

(c) ___ Gross floor area of the existing building(s) and/or proposed addition.

Response: 87,000 sq. ft. Phase 1 and ± 90,000 sq. ft. Phase 2.

(d) ___ Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments.

Response: The community will be open 24/7. Visitors typically will visit loved ones at the community between 8am and 9pm.

(e) ___ Anticipated startup and total number of full- and part-time employees.

Response: Total full time equivalent employees at stabilization – 74.

(f) ___ Anticipated number of shifts and the anticipated number of employees per shift.

Response: 3 shifts: 28, 24 and 5 employees per shift, respectively.

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

Response: 50

(h) ___ Number of anticipated students, participants or persons to be gathered in places of assembly, if applicable.

Response: N/A

(i) ____ Number of parking spaces required per this chapter and the method used to calculate such number.

Response: 57

(j) ____ Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped spaces to be stated separately).

Response: 61

(k) ____ Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks).

Response: A traffic study has not been completed.

(l) ____ Anticipated daily average and maximum potential number of truck trips to and from the site.

Response: Typically up to 2 supply deliveries per day and 2-3 times per week trash removal.

(m) ____ Types of goods and materials to be made, used or stored on site.

Response: Primarily goods and materials to be used are foodstuffs and household cleaning supplies.

(n) ____ Types of equipment or machinery to be used on site.

Response: Commercial kitchen equipment, HVAC equipment and lawn maintenance equipment.

(o) ____ Types of solid or liquid waste materials which will require disposal.

Response: Waste materials common to a commercial kitchen.

(p) ____ Method of handling, storing and disposing of solid or liquid waste materials.

Response: Standard kitchen practices will be observed regarding waste disposal.

(q) ____ Methods of providing site and building security other than the Village Police Department.

Response: Visitors must sign in with the receptionist or night staff.

(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.

Response: Senior Lifestyle has a site maintenance and capital improvement program that is overseen by its corporate office.

(s) ____ Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts.

Response: We do not anticipate the development will have adverse impacts to neighboring properties or public facilities.

(t) ____ A list of all local, county, state and federal permits or approvals required for the project or activity giving rise to the need for site and operational plan approval and copies of such permits and approvals that have been obtained.

Response: Senior Lifestyle will apply for and obtain operational licenses, approximately 6 months prior to opening, including a Community Based Residential Facilities license and registration as a Resident Care Apartment Complex from the Department of Health Services, State of Wisconsin.

~~(2) Operational plan standards. In addition to any other applicable requirements or standards specified in this chapter, the following requirements or standards shall apply to the operational plan:~~

~~(a) No use shall be conducted in such a way as to constitute a public or private nuisance.~~

~~(b) No use shall be conducted in such a way as to violate any of the performance standards set out in § 420-38 of this chapter.~~

~~(c) (reserved)~~

~~(d) No owner, occupant or user of real property shall conduct a use so intensively that there is inadequate provision of on-site parking spaces and/or loading spaces to accommodate the needs of such use.~~

~~(e) All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well cared for and attractive condition.~~

~~(f) Within a building, any provision of live entertainment in connection with a business or club use involving the selling or service of alcoholic beverages shall comply with the following restrictions:~~

~~[1] Live entertainment shall be provided only on a raised platform that is not less than 23 inches higher than the elevation of the surrounding floor surfaces where customers, members or their guests are sitting, standing or dancing;~~

~~[2] Customers, members or their guests shall at all times be separated from the raised platform on which live entertainment is being provided by a distance of not less than four feet and a physical barrier to mark and enforce such separation distance; and~~

~~[3] There shall be no touching of any kind between entertainers and customers, members or their guests.~~

~~(g) No proposed new or expanded use shall be permitted to create or significantly exacerbate unsafe traffic conditions on any street or highway in the Village.~~

~~(h) Indoor pyrotechnic displays are prohibited.~~



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: Assistant Chief, Craig Roepke
Lt. Thomas Clark, Fire & Rescue Department
Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Review of the Conceptual Plan for Senior Lifestyle, Prairie Ridge Boulevard and
97th Court
DATE: 4 December 2013

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 conceptual plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: 11/1/13 and 11/8/13.
- AED. Because of the occupancy type 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 first floor main lobby, exact location to be finalized by the owner and the fire department. A remote annunciator with full function capability will also be installed near the fire sprinkler riser room inside the west service door.
- Main lobby access shall be controlled by a keypad similar to the existing facilities in the area. The keypad code shall be the same as the other facilities.
- If medical emergency room alarms are installed, the alarms shall be addressable and able to transmit the room number to the dispatch center.
- 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.
- Fire hydrants: Does not meet the Village Ordinance of a maximum distance of 350 feet apart around the perimeter of the building. Hydrants shall always be visible and accessible; this includes future growth of landscaping.
- Elevators: The proposed elevators need to comply with the Village of Pleasant Prairie Ordinance 180-20 Elevators. In particular section D (1) Acceptable minimum size.
- 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
- Pumper Pad **Included on drawings**
- Fire hydrant spacing

B. Conditional Use and Operational

- | | |
|--------------------------------|--------------------------------|
| 1. Standpipe outlet locations | Not shown at this time. |
| 2. Fire alarm pull stations | Not shown at this time. |
| 3. Emergency and Exit Lighting | Not shown at this time. |
| 4. Fire extinguishers | Not shown at this time. |

- 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.
- 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.
- The following information must be submitted with the sprinkler plans for review:**
 - Building height:
 - Number of stories/floors:
 - Elevators:
 - Hazard class:
 - Square footage of the building, each floor:
 - Fire protection:
- 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.

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. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and 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 entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
 - b. All exterior exit pathways shall have a hard surface, leading to a hard surface.
12. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.
13. **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.
14. **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.
15. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper. The standpipes shall be wet and placed in the landing of each stairwell.
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. NOTE: Drawing dated 11/8/13 does not meet this requirement.

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.

NOTE: The Fire Protection Designer must meet with the Fire & Rescue Department before the underground drawings are submitted for review to finalize the placement of the hydrants.

20. **Pumper Pad:** 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 & 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 & 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, one each provided on the West, East (vestibule) and South side of the building. The Knox Boxes shall be Model 4400, and of the recessed type. 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 to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed at a location acceptable to both the owner and the fire department.
26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. 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.
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 such time there is 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.



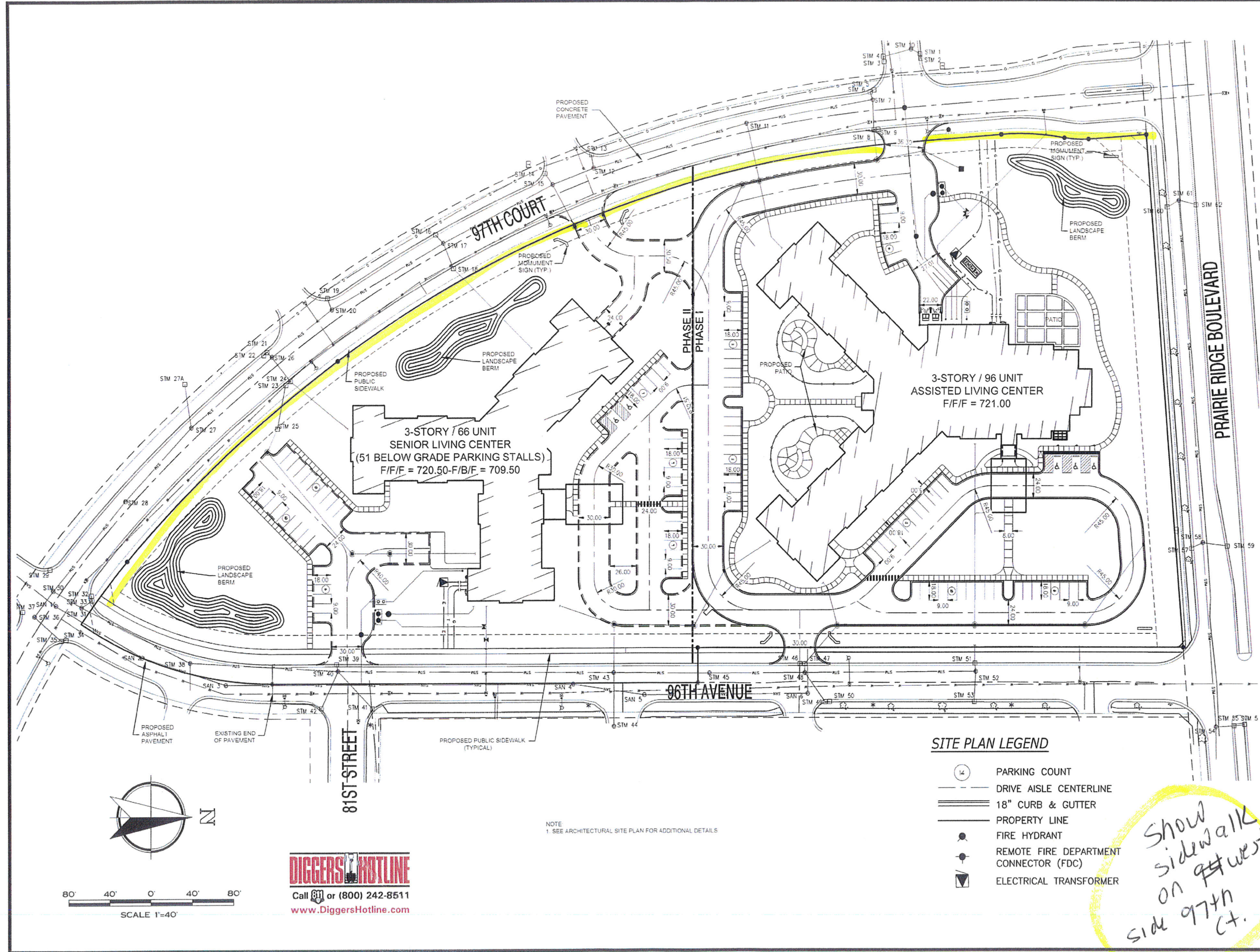
Nielsen Madsen & Barber S.C.
 Civil Engineers and Land Surveyors
 1458 Horizon Blvd, Suite 200, Racine, Wisconsin 53406
 Tele: (262)634-5588 Fax: (262)634-5024
 Website www.nmbasc.net

**SENIOR LIFESTYLE COMMUNITY
 DIMENSIONED SITE PLAN**
 FOR
SENIOR LIFESTYLES, CORP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

NO.	REVISION	BY	DATE

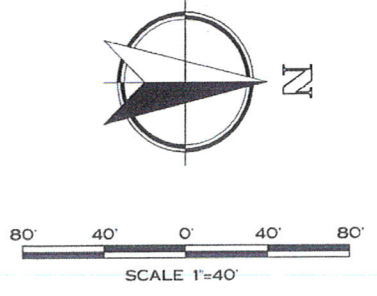
PROJ. MGR: _____ MDE
 DRAFTED: _____ ALJ
 DATE: 11-1-2013
 CHECKED: _____
 DATE: _____
 2013.0027.04
 SHEET
C-3



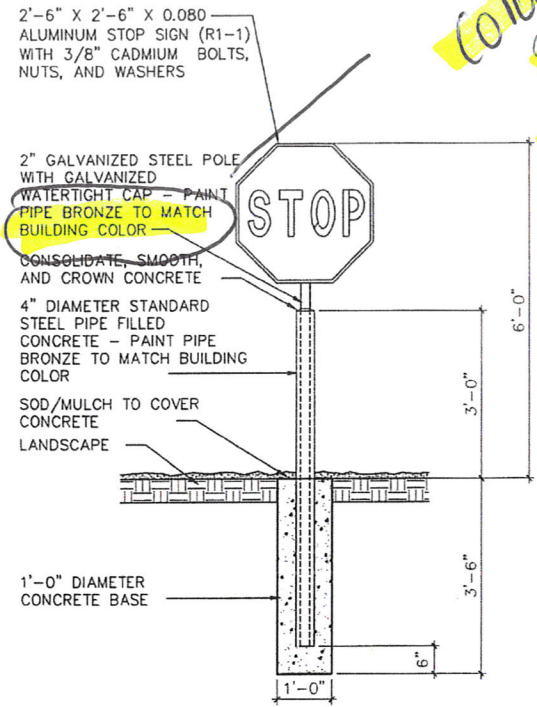
SITE PLAN LEGEND

- PARKING COUNT
- DRIVE AISLE CENTERLINE
- 18" CURB & GUTTER
- PROPERTY LINE
- FIRE HYDRANT
- REMOTE FIRE DEPARTMENT CONNECTOR (FDC)
- ELECTRICAL TRANSFORMER

NOTE
 1. SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL DETAILS

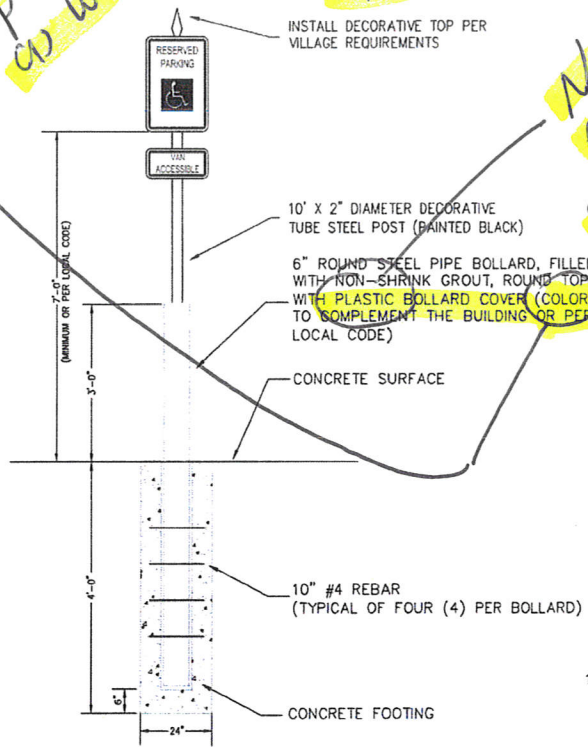


DIGGERS HOTLINE
 Call 811 or (800) 242-8511
 www.DiggersHotline.com

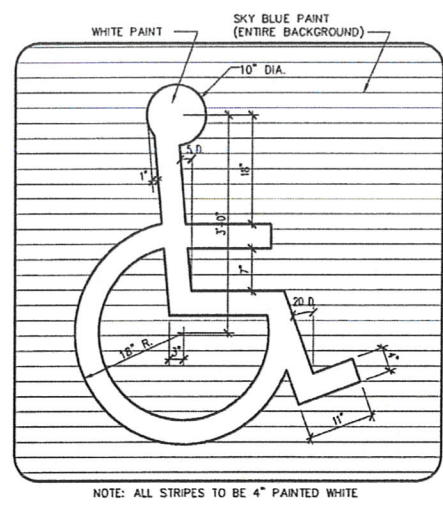


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NOT TO SCALE

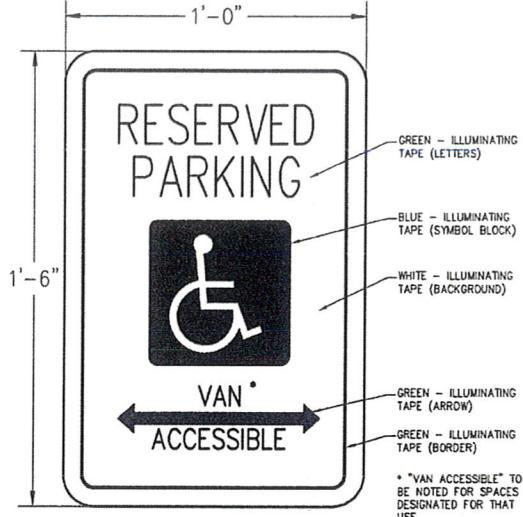
Color samples needed - paint to write
black final
Not plastic steel, metal above grade



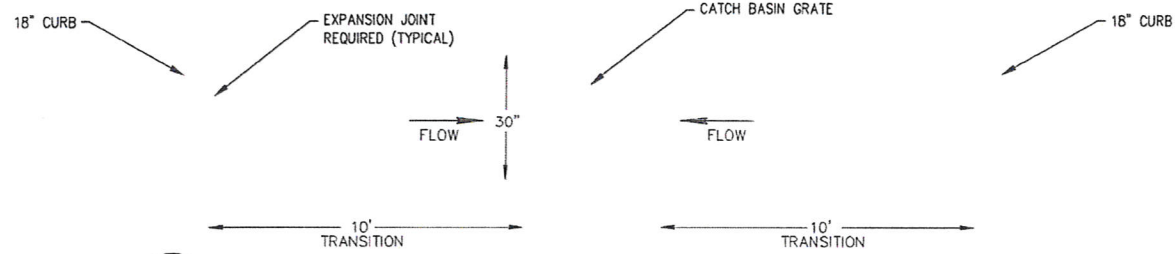
2 SIGN POST DETAIL
NOT TO SCALE



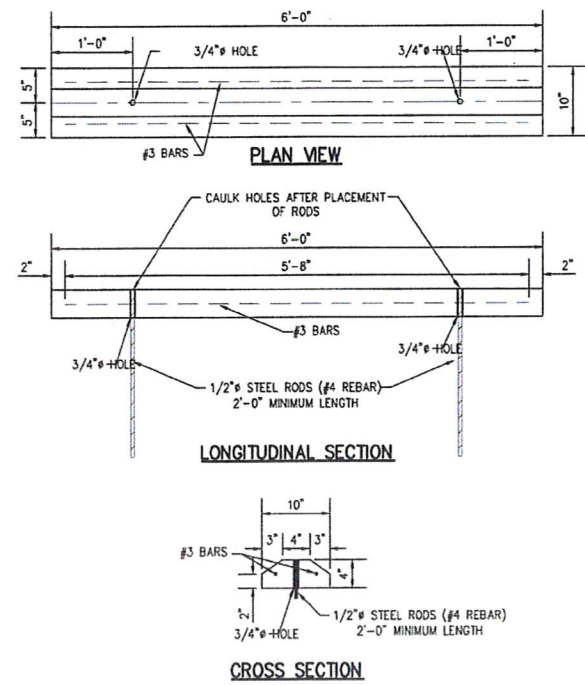
3 PAINTED HANDICAP SYMBOL DETAIL
NOT TO SCALE



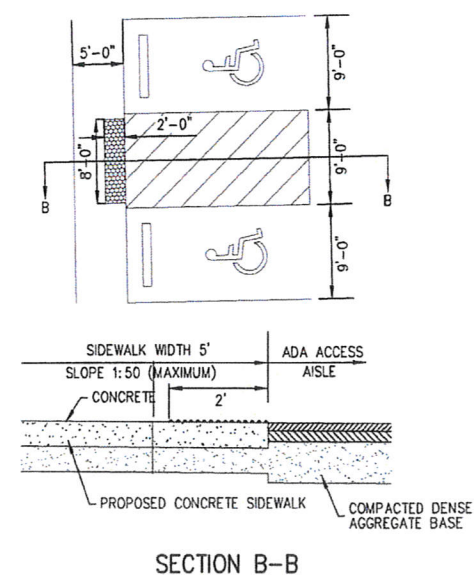
4 HANDICAP PARKING SIGNAGE DETAIL
NOT TO SCALE



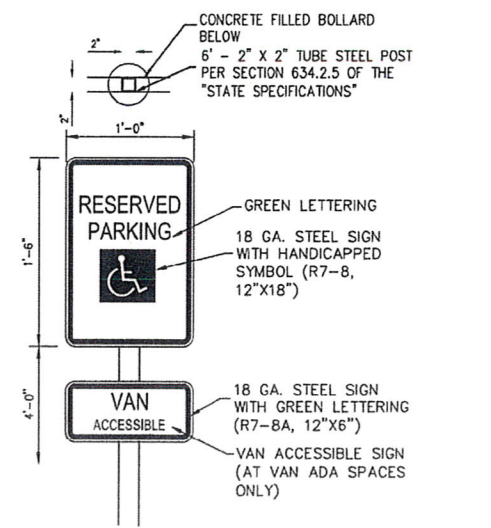
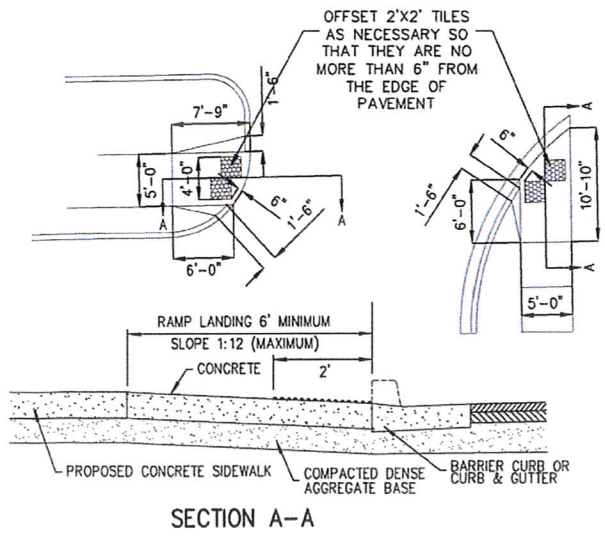
5 CURB TRANSITION DETAIL 18" TO 30"
(TYPICAL CATCH BASINS 3.1.1, 3.1.2, 3.1.4 AND 3.1.5)
NOT TO SCALE



6 WHEEL STOP DETAIL
NOT TO SCALE



7 ACCESSIBLE RAMP DETECTABLE WARNING SURFACE
(TO BE INSTALLED ON ALL SIDEWALK RAMP)
NOT TO SCALE



8 ADA SIGN DETAIL
NOT TO SCALE

DIGGERS HOTLINE
Call (800) 242-9511
www.DiggersHotline.com

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

**SENIOR LIFESTYLE COMMUNITY
TYPICAL SECTIONS &
CONSTRUCTION DETAILS
FOR
SENIOR LIFESTYLES, CORP.**
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

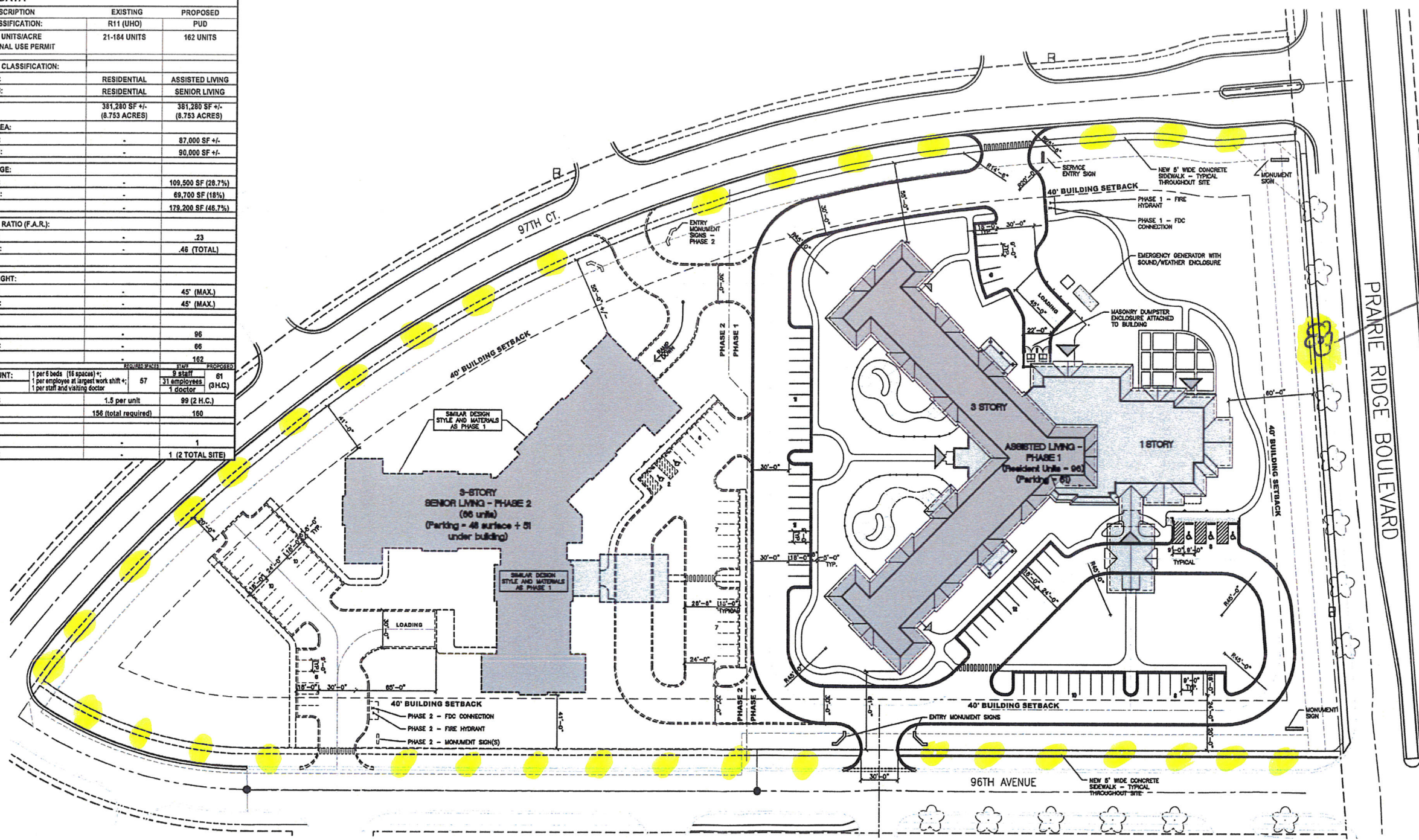
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DRAFTED: MDE
DATE: 11-4-2013
CHECKED: _____
DATE: _____
2013.0027.04
SHEET
C-10

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY
 CONCEPTUAL PLAN SUBMITTAL
 DATE : 11-08-13

ZONING DATA		
DESCRIPTION	EXISTING	PROPOSED
ZONING CLASSIFICATION:	R11 (UHO)	PUD
ALLOWABLE UNITS/ACRE W/ CONDITIONAL USE PERMIT	21-184 UNITS	162 UNITS
OCCUPANCY CLASSIFICATION:		
PHASE I:	RESIDENTIAL	ASSISTED LIVING
PHASE II:	RESIDENTIAL	SENIOR LIVING
SITE AREA:	381,280 SF +/- (8.753 ACRES)	381,280 SF +/- (8.753 ACRES)
BUILDING AREA:		
PHASE I:	-	87,000 SF +/-
PHASE II:	-	90,000 SF +/-
LOT COVERAGE:		
PHASE I:	-	109,500 SF (28.7%)
PHASE II:	-	69,700 SF (18%)
TOTAL:	-	179,200 SF (46.7%)
FLOOR AREA RATIO (F.A.R.):		
PHASE I:	-	.23
PHASE II:	-	.46 (TOTAL)
BUILDING HEIGHT:		
PHASE I:	-	45' (MAX.)
PHASE II:	-	45' (MAX.)
UNIT COUNT:		
PHASE I:	-	86
PHASE II:	-	66
TOTAL:	-	162
PARKING COUNT:		
PHASE I:	1 per 6 beds (16 spaces) +; 1 per employee at largest work shift +; 1 per staff and visiting doctor.	57 31 employees (O.H.C.) 1 doctor
PHASE II:	1.5 per unit	99 (2 H.C.)
TOTAL:	156 (total required)	160
LOADING:		
PHASE I:	-	1
PHASE II:	-	1 (2 TOTAL SITE)



Street has to be added.

1 PROPOSED SITE PLAN
 SCALE: 1/8" = 1'-0"

SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY
 CONCEPTUAL PLAN SUBMITTAL
 DATE : 11-08-13



1 EAST ELEVATION
 SCALE: 3/32" = 1'-0"



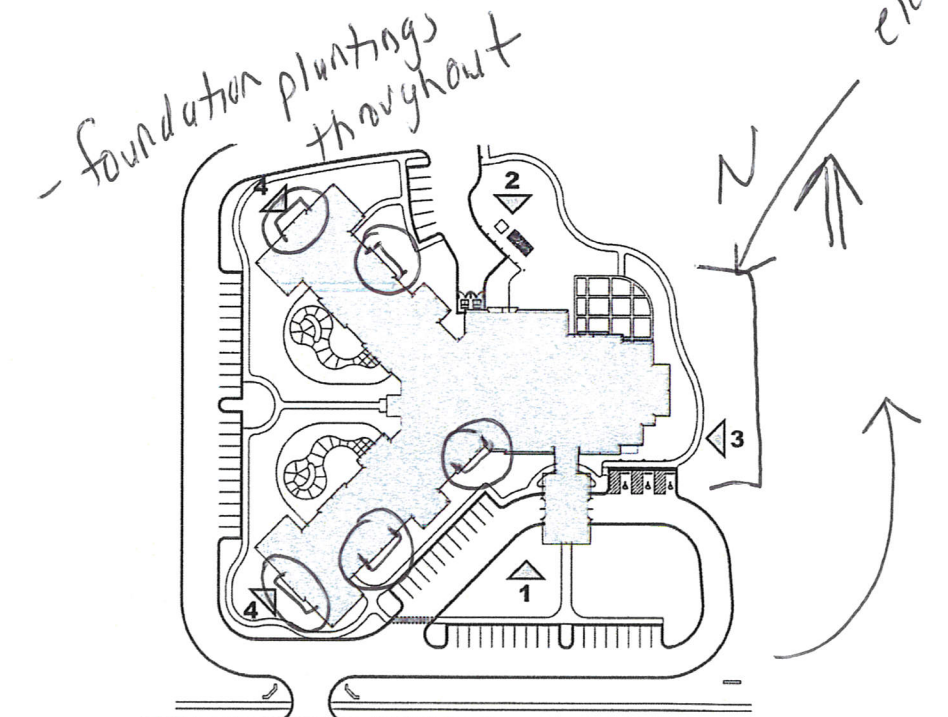
2 WEST ELEVATION
 SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
 SCALE: 3/32" = 1'-0"



4 TYPICAL ELEVATION AT END OF WING
 SCALE: 3/32" = 1'-0"



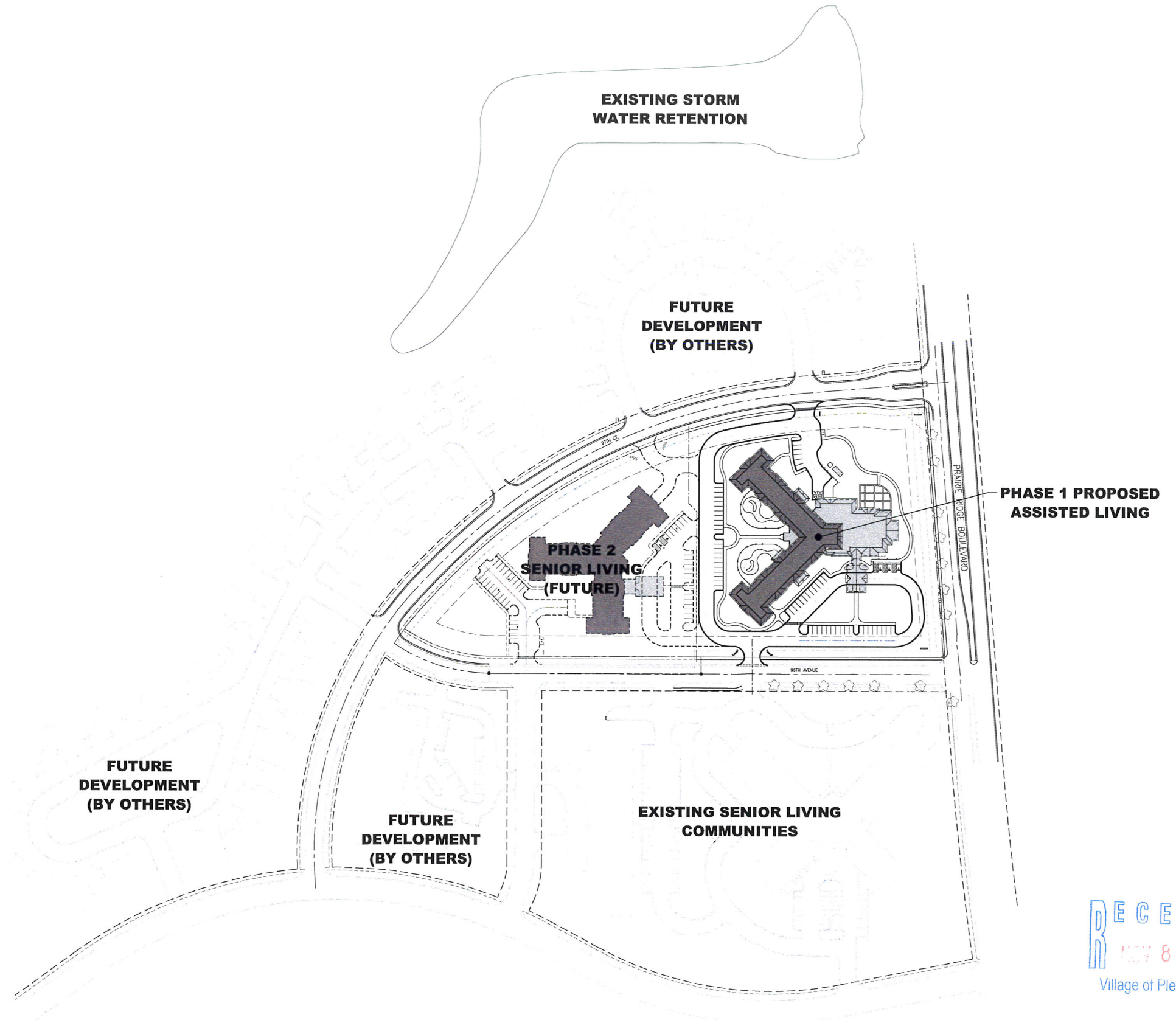
ELEVATION KEY PLAN - PHASE 1
 SCALE: NOT TO SCALE

SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY
CONCEPTUAL PLAN SUBMITTAL

DATE : 11-08-13

CONTACT INFORMATION & DESIGN TEAM	
OWNER:	
SENIOR LIFESTYLE CORPORATION 111 EAST WACKER DRIVE, SUITE 2200 CHICAGO, IL 60601 PH: 312-673-4503 CONTACT: NANCY CUTTER	
ARCHITECT:	
SAS ARCHITECTS & PLANNERS 630 DUNDEE ROAD, SUITE 110 NORTHBROOK, IL 60062 PH: 847-564-8333 CONTACT: STEVE SUSHOLZ AIA	
CIVIL ENGINEER:	
NIELSEN MADSEN & BARBER, SC 1459 HORIZON BLVD, SUITE 200 RACINE, WI 53405 PH: 262-634-6588 CONTACT: MARK EBERLE	
LANDSCAPE ARCHITECT:	
TESKA ASSOCIATES, INC. 627 GROVE STREET EVANSTON, IL 60201 PH: 847-869-2015 CONTACT: NICK PATERA	
SHEET INDEX : ARCHITECTURAL/ LANDSCAPE	
A1	OVERALL NEIGHBORHOOD SITE PLAN
A2	PROPOSED SITE PLAN
A3	PROPOSED FIRST FLOOR PLAN - PHASE 1
A4	TYPICAL UPPER FLOOR PLAN - PHASE 1
A5	EXTERIOR ELEVATIONS - RENDERINGS
A6	SITE PHOTOGRAPHS
L1	PRELIMINARY LANDSCAPE PLAN



RECEIVED
NOV 8 2013
Village of Pleasant Prairie

1 OVERALL NEIGHBORHOOD SITE PLAN
SCALE: 1" = 80'-0"

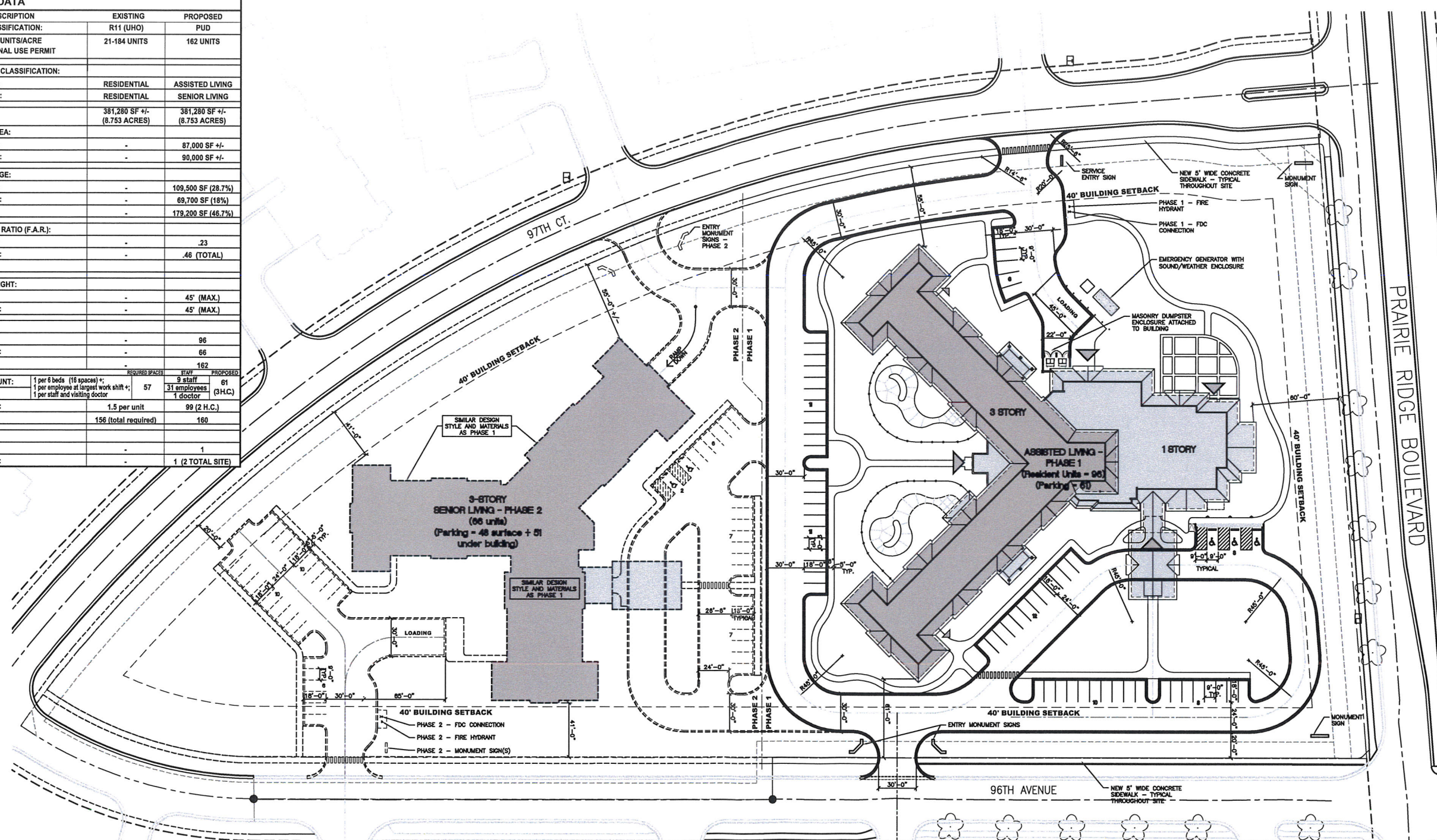


SENIOR LIFESTYLE COMMUNITY

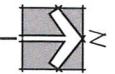
AN ASSISTED LIVING FACILITY
CONCEPTUAL PLAN SUBMITTAL

DATE : 11-08-13

ZONING DATA			
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PHASE II:	-	90,000 SF +/-	
LOT COVERAGE:			
PHASE I:	-	109,500 SF (28.7%)	
PHASE II:	-	69,700 SF (18%)	
TOTAL:	-	179,200 SF (46.7%)	
FLOOR AREA RATIO (F.A.R.):			
PHASE I:	-	.23	
PHASE II:	-	.46 (TOTAL)	
BUILDING HEIGHT:			
PHASE I:	-	45' (MAX.)	
PHASE II:	-	45' (MAX.)	
UNIT COUNT:			
PHASE I:	-	96	
PHASE II:	-	66	
TOTAL:	-	162	
PARKING COUNT:			
	REQUIRED SPACES	STAFF	PROPOSED
PHASE I:	1 per 6 beds (16 spaces) +/-; 1 per employee at target work shift +/-; 1 per staff and visiting doctor	9 staff 31 employees (3 H.C.) 1 doctor	61 (3 H.C.)
PHASE II:	1.5 per unit	99 (2 H.C.)	
TOTAL:	156 (total required)		160
LOADING:			
PHASE I:	-	1	
PHASE II:	-	1 (2 TOTAL SITE)	



1 PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"

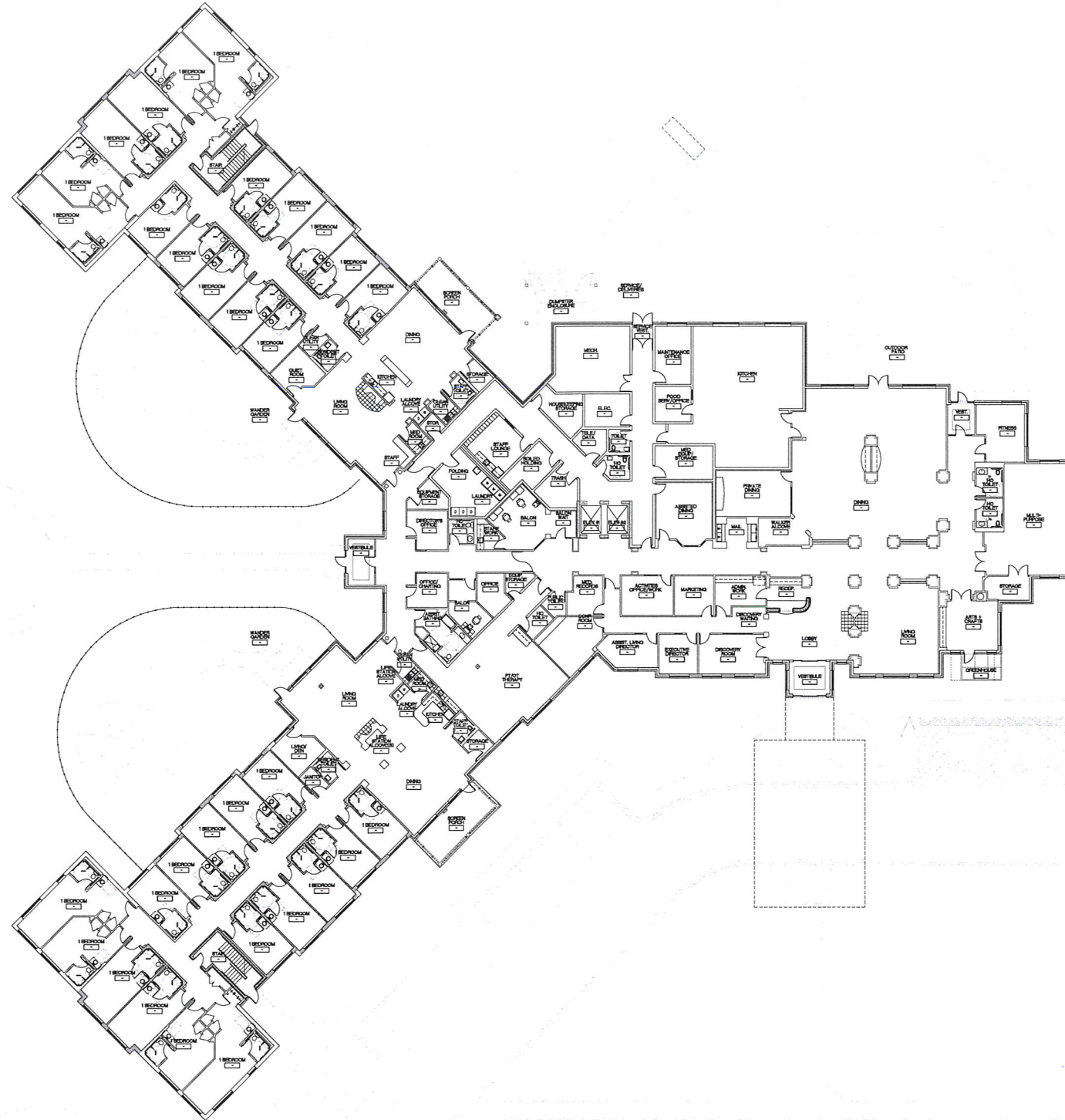


SENIOR LIFESTYLE COMMUNITY

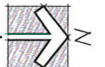
AN ASSISTED LIVING FACILITY
CONCEPTUAL PLAN SUBMITTAL
DATE : 11-08-13

PHASE 2
PHASE 1

PHASE 2
PHASE 1



1 PROPOSED FIRST FLOOR PLAN - PHASE 1
SCALE: 1/8" = 1'-0"

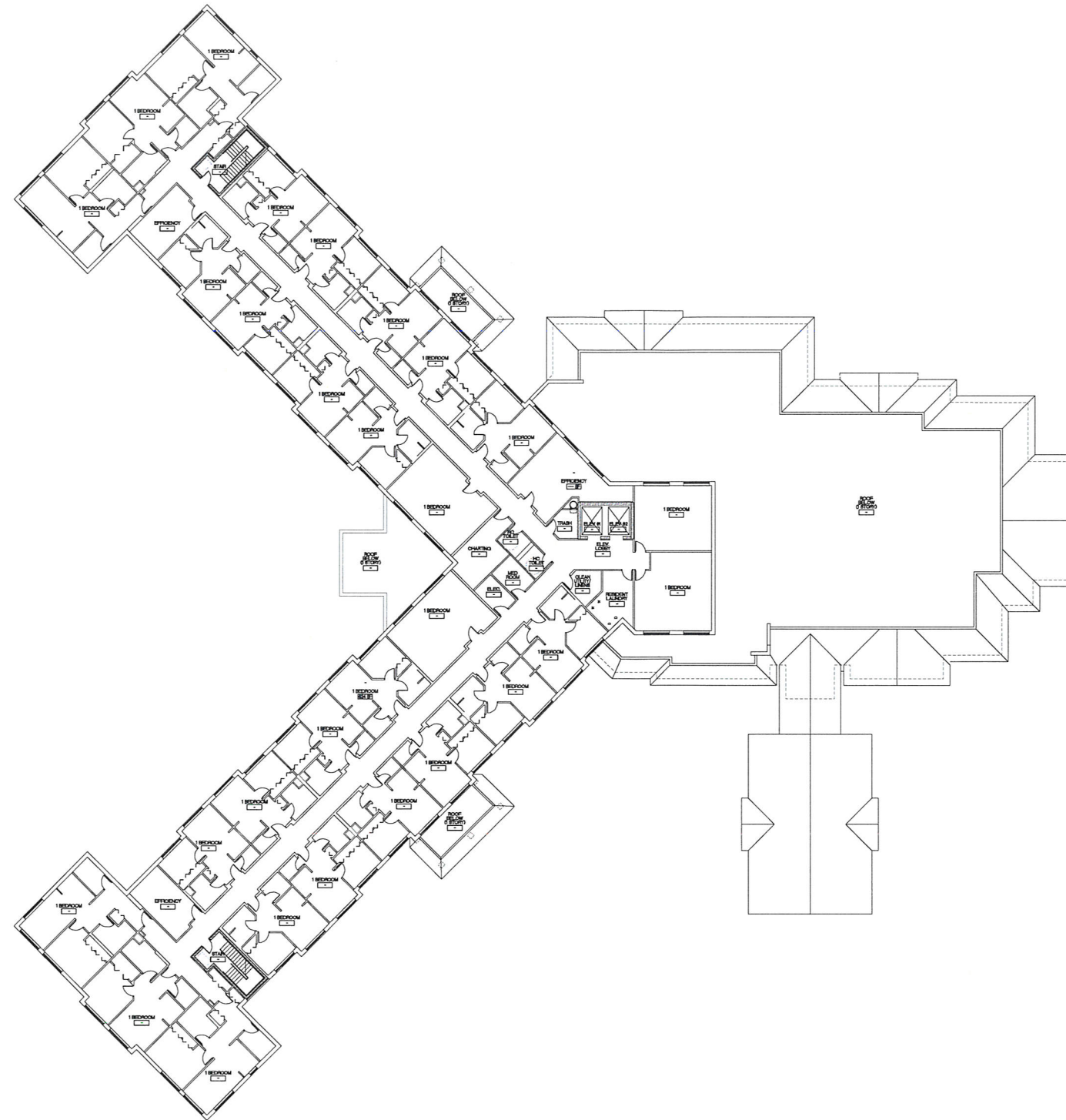


SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY

CONCEPTUAL PLAN SUBMITTAL

DATE : 11-08-13



SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY
 CONCEPTUAL PLAN SUBMITTAL
 DATE : 11-08-13

MAX BUILDING HEIGHT
 +445'-0"
 +1/3RD FLOOR
 +132'-0"
 +1/2ND FLOOR
 +111'-0"
 +1ST FLOOR
 +0'-0"



ASPHALT SHINGLES
 ALUMINUM WRAPPED FASCIA/SOFFIT/FRIEZE BOARDS
 PTAC MECHANICAL UNIT
 CEMENTITIOUS SIDING & TRIM BOARDS
 LOW-E INSULATED GLASS CASEMENT WINDOWS
 FACE BRICK VENEER AND LIMESTONE BAND
 GREENHOUSE ACTIVITY ROOM ATTACHED TO BUILDING

1 EAST ELEVATION
 SCALE: 3/32" = 1'-0"

MAX BUILDING HEIGHT
 +445'-0"
 +1/3RD FLOOR
 +132'-0"
 +1/2ND FLOOR
 +111'-0"
 +1ST FLOOR
 +0'-0"



ASPHALT SHINGLES
 ALUMINUM WRAPPED FASCIA/SOFFIT/FRIEZE BOARDS
 PTAC MECHANICAL UNIT
 CEMENTITIOUS SIDING & TRIM BOARDS
 LOW-E INSULATED GLASS CASEMENT WINDOWS
 FACE BRICK VENEER AND LIMESTONE BAND

2 WEST ELEVATION
 SCALE: 3/32" = 1'-0"

MAX BUILDING HEIGHT
 +445'-0"
 +1/3RD FLOOR
 +132'-0"
 +1/2ND FLOOR
 +111'-0"
 +1ST FLOOR
 +0'-0"



CEMENTITIOUS SIDING & TRIM BOARDS
 DECORATIVE PENDANT(S) BY MELTON CLASSICS
 ASPHALT SHINGLES
 LOW-E INSULATED GLASS CASEMENT WINDOWS
 FACE BRICK VENEER AND LIMESTONE BAND

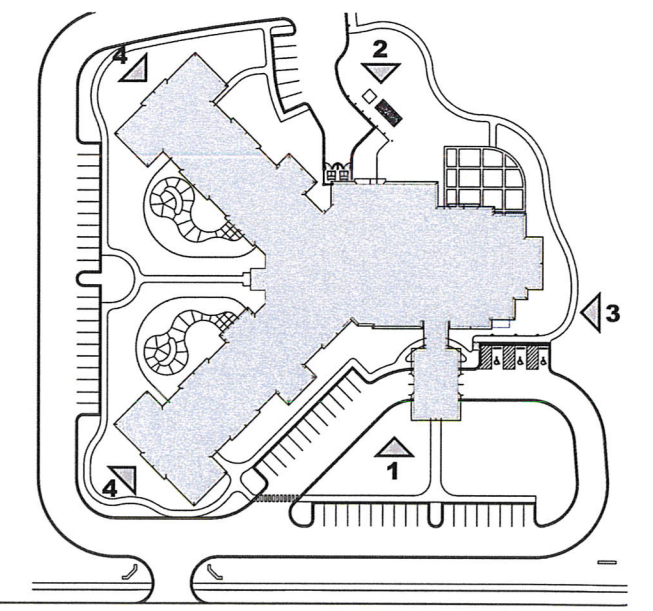
3 NORTH ELEVATION
 SCALE: 3/32" = 1'-0"

MAX BUILDING HEIGHT
 +445'-0"
 +1/3RD FLOOR
 +132'-0"
 +1/2ND FLOOR
 +111'-0"
 +1ST FLOOR
 +0'-0"



ASPHALT SHINGLES
 ALUMINUM WRAPPED FASCIA/SOFFIT/FRIEZE BOARDS
 PTAC MECHANICAL UNIT
 CEMENTITIOUS SIDING & TRIM BOARDS
 LOW-E INSULATED GLASS CASEMENT WINDOWS
 FACE BRICK VENEER AND LIMESTONE BAND

4 TYPICAL ELEVATION AT END OF WING
 SCALE: 3/32" = 1'-0"



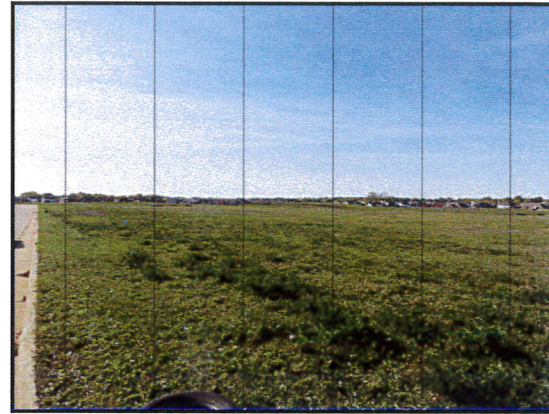
ELEVATION KEY PLAN - PHASE 1
 SCALE: NOT TO SCALE

SENIOR LIFESTYLE COMMUNITY

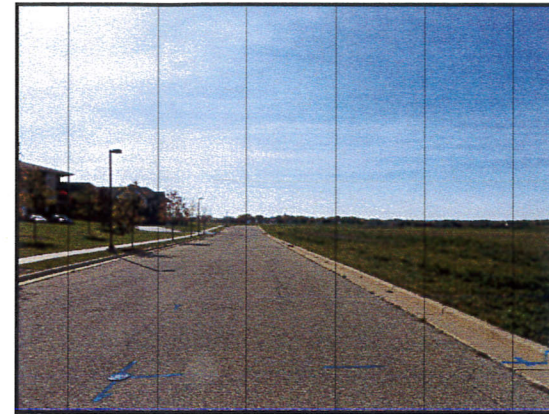
AN ASSISTED LIVING FACILITY
 CONCEPTUAL PLAN SUBMITTAL
 DATE : 11-08-13



1 LOOKING WEST @ PRAIRIE RIDGE BLVD.
 SCALE: NO SCALE



2 SOUTH @ PRAIRIE RIDGE BLVD./ 96TH AVE.
 SCALE: NO SCALE



3 LOOKING SOUTH @ 96TH AVE.
 SCALE: NO SCALE



4 LOOKING SOUTHWEST @ 96TH AVE. END
 SCALE: NO SCALE



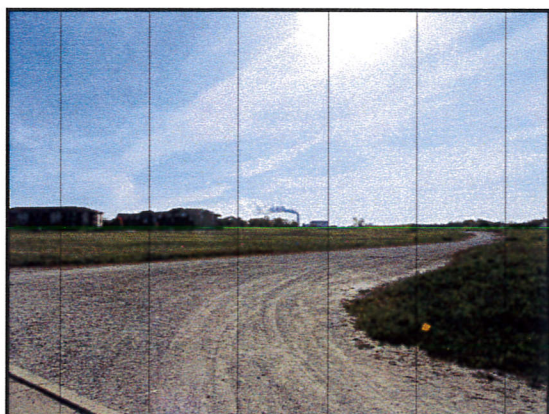
5 LOOKING NORTH @ 96TH AVENUE
 SCALE: NO SCALE



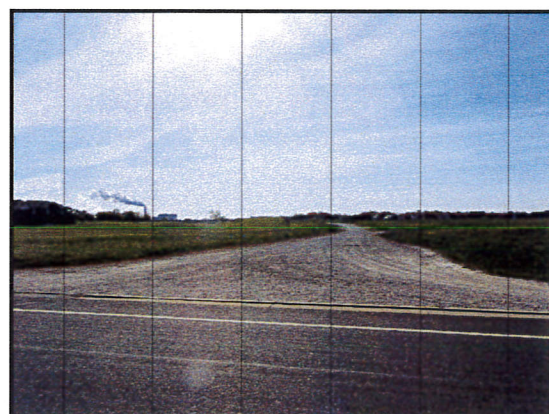
6 LOOKING WEST FROM MID 96TH AVENUE
 SCALE: NO SCALE



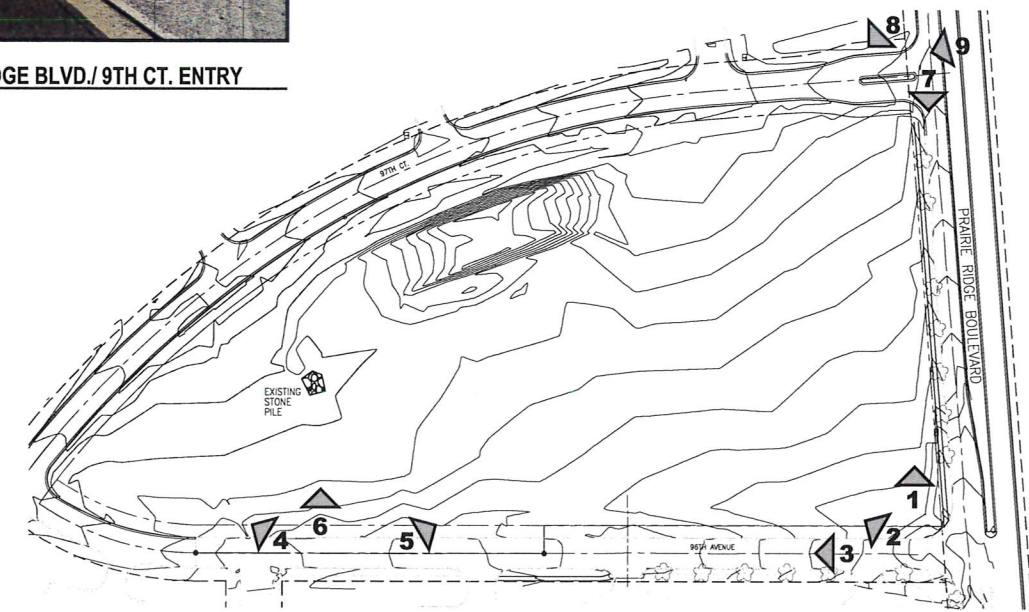
7 EAST @ PRAIRIE RIDGE BLVD./ 9TH CT. ENTRY
 SCALE: NO SCALE



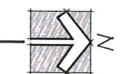
8 LOOKING SE @ P. RIDGE BLVD./ 9TH CT. ENTRY
 SCALE: NO SCALE



9 LOOKING SOUTH @ PRAIRIE RIDGE BLVD./ 9TH CT.
 SCALE: NO SCALE



10 SITE PHOTOGRAPHS - KEY PLAN
 SCALE: 1" = 80'-0"



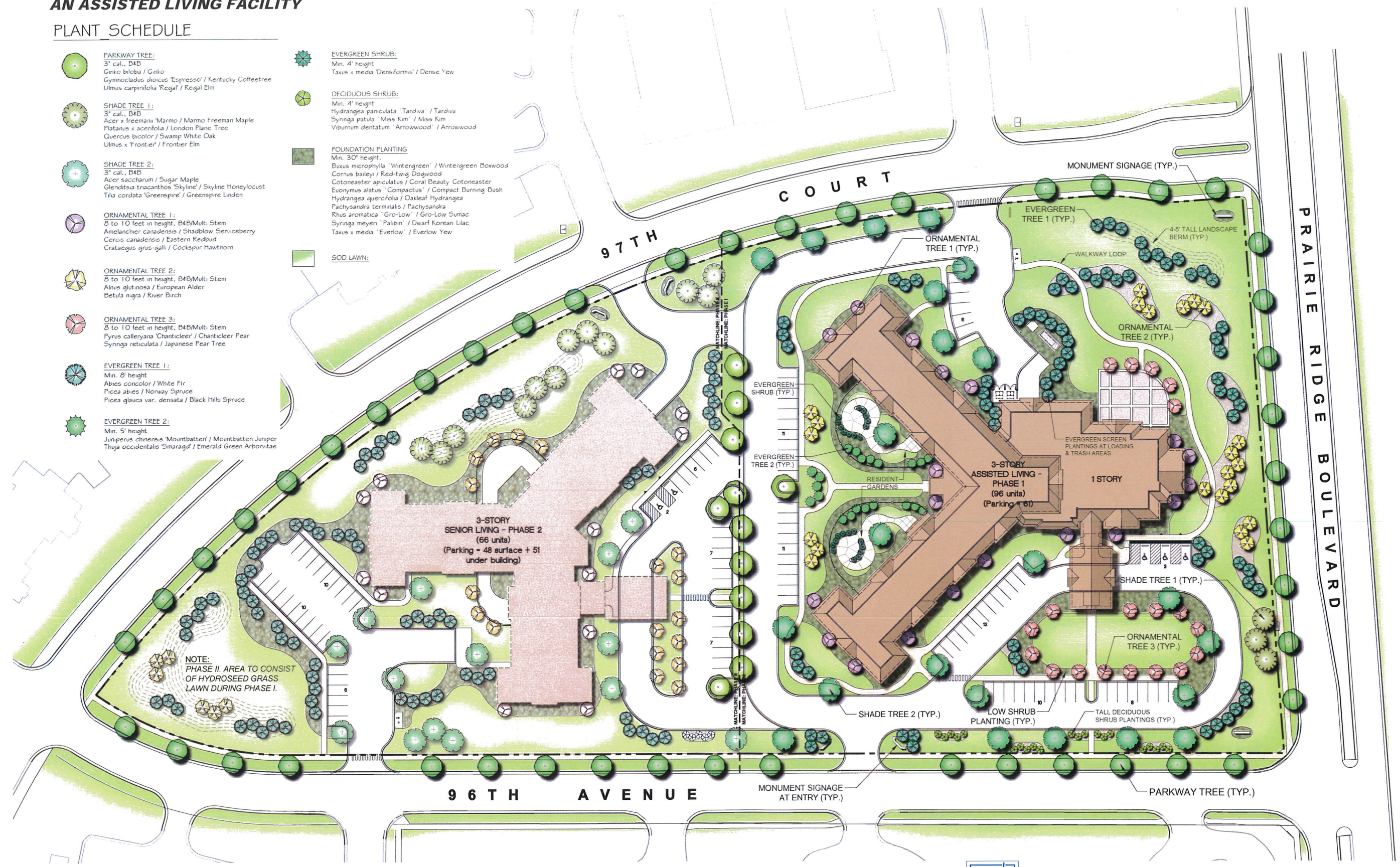
SENIOR LIFESTYLE COMMUNITY

AN ASSISTED LIVING FACILITY

PLANT SCHEDULE

-  **PARKWAY TREE:**
3" cal., B4B
Ginkgo biloba / Ginkgo
Gymnocladus dioicus 'Espresso' / Kentucky Coffeetree
Ulmus carpinifolia 'Regal' / Regal Elm
-  **SHADE TREE 1:**
3" cal., B4B
Acer x freemanii 'Marmo' / Marmo Freeman Maple
Platanus x acenfolia / London Plane Tree
Quercus bicolor / Swamp White Oak
Ulmus x 'Frontier' / Frontier Elm
-  **SHADE TREE 2:**
3" cal., B4B
Acer saccharum / Sugar Maple
Glenditsia tnaacanthos 'Skyline' / Skyline Honeylocust
Tilia cordata 'Greenspire' / Greenspire Linden
-  **ORNAMENTAL TREE 1:**
8 to 10 feet in height, B4B/Multi Stem
Amelanchier canadensis / Shadblow Serviceberry
Cercis canadensis / Eastern Redbud
Crataegus grus-galli / Cockspur Hawthorn
-  **ORNAMENTAL TREE 2:**
8 to 10 feet in height, B4B/Multi Stem
Alnus glutinosa / European Alder
Betula nigra / River Birch
-  **ORNAMENTAL TREE 3:**
8 to 10 feet in height, B4B/Multi Stem
Pyrus calleryana 'Chanticleer' / Chanticleer Pear
Syringa reticulata / Japanese Pear Tree
-  **EVERGREEN TREE 1:**
Min. 8' height
Abies concolor / White Fir
Picea abies / Norway Spruce
Picea glauca var. densata / Black Hills Spruce
-  **EVERGREEN TREE 2:**
Min. 5' height
Juniperus chinensis 'Mountbatten' / Mountbatten Juniper
Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae

-  **EVERGREEN SHRUB:**
Min. 4' height
Taxus x media 'Densiformis' / Dense Yew
-  **DECIDUOUS SHRUB:**
Min. 4' height
Hydrangea paniculata 'Tardiva' / Tardiva
Syringa patula 'Miss Kim' / Miss Kim
Viburnum dentatum 'Arrowwood' / Arrowwood
-  **FOUNDATION PLANTING:**
Min. 30" height
Buxus microphylla 'Wintergreen' / Wintergreen Boxwood
Cornus baileyi / Red-twig Dogwood
Cotoneaster apiculatus / Coral Beauty Cotoneaster
Euonymus alatus 'Compactus' / Compact Burning Bush
Hydrangea quercifolia / Oakleaf Hydrangea
Pachysandra terminalis / Pachysandra
Rhus aromatica 'Gro-Low' / Gro-Low Sumac
Syringa meyeri 'Palibin' / Dwarf Korean Lilac
Taxus x media 'Everlow' / Everlow Yew
-  **SOD LAWN:**



NOTE: PHASE II AREA TO CONSIST OF HYDROSEED GRASS LAWN DURING PHASE I.

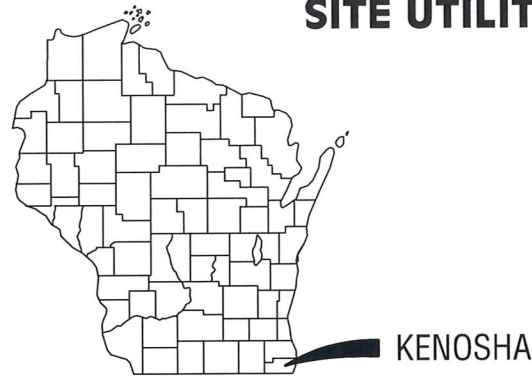


1 PRELIMINARY LANDSCAPE PLAN
SCALE: 1" = 40'-0"

CONSTRUCTION PLANS for SENIOR LIFESTYLE COMMUNITY

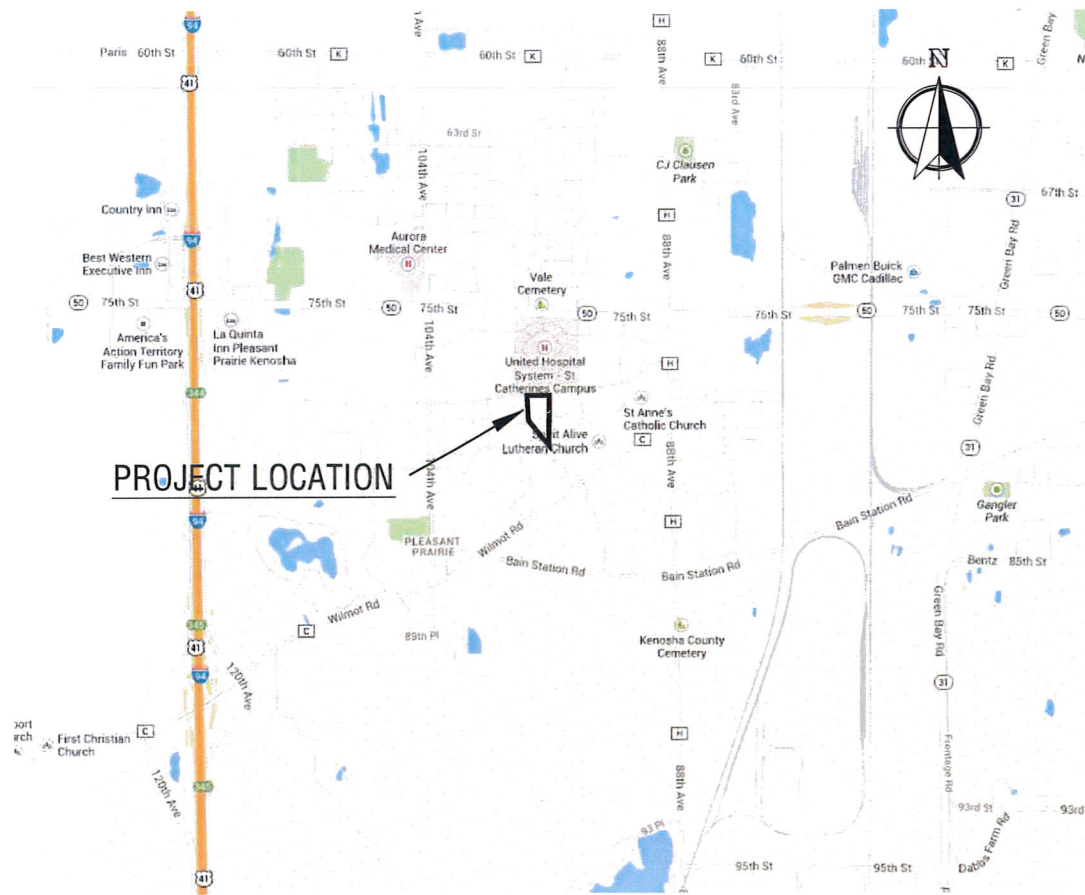
SITE UTILITY, PAVEMENT, GRADING AND EROSION CONTROL IMPROVEMENTS

Village of Pleasant Prairie, Kenosha County, Wisconsin



Project Legend

	EDGE OF WOODS		WATER SHUT OFF (EXISTING)
	RIP RAP (PROPOSED)		WATER SHUT OFF (PROPOSED)
	DECIDUOUS TREE		WATER MAIN VALVE (EXISTING)
	DECIDUOUS TREE REMOVAL		WATER MAIN VALVE (PROPOSED)
	CONIFEROUS TREE		CHECK VALVE (PROPOSED)
	CONIFEROUS TREE REMOVAL		AIR RELIEF VALVE (PROPOSED)
	BUSH		FIRE DEPARTMENT CONNECTION (PROPOSED)
	PROPOSED CONTOURS		HYDRANT (EXISTING)
	EXISTING CONTOURS		HYDRANT (PROPOSED)
	UNDERGROUND CABLE, ELECTRIC		WATER MAIN REDUCER (EXISTING)
	UNDERGROUND CABLE, TELEPHONE		WATER MAIN REDUCER (PROPOSED)
	UNDERGROUND, GAS MAIN		SANITARY MANHOLE (EXISTING)
	UNDERGROUND CABLE, TV		SANITARY MANHOLE (PROPOSED)
	SILT FENCE		SANITARY CLEAN OUT (EXISTING)
	EROSION BALES		SANITARY CLEAN OUT (PROPOSED)
	RAILROAD TRACKS		STORM MANHOLE (EXISTING)
	FENCE		STORM MANHOLE (PROPOSED)
	NO VEHICULAR ACCESS		CATCH BASIN (EXISTING)
	SEPTIC VENT		CATCH BASIN (PROPOSED)
	ELECTRIC MANHOLE		ENDWALL (PROPOSED)
	TELEPHONE MANHOLE		CULVERT (EXISTING)
	WATER MANHOLE		CULVERT (PROPOSED)
	HVAC UNIT		TELEPHONE BOX
	UNDERGROUND VAULT		GUY WIRE
	SECTION CORNER		UTILITY POLE
	MAIL BOX		GAS VALVE
	SIGN		GAS METER
	FOUND IRON PIPE		LIGHT POLE (EXISTING)
	SET IRON PIPE		LIGHT POLE (PROPOSED)
			ELECTRIC PEDESTAL
			ELECTRIC METER
			PAD MOUNT TRANSFORMER
			GUARD POST
			SOIL BORING



Pre-construction Meeting Note:

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 DESIGN ENGINEER OF RECORD.

Underground 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.

Construction Site Access Note:

A TEMPORARY CONSTRUCTION ACCESS AND STONE TRACKING PAD SHALL BE INSTALLED OFF OF 97TH COURT AS SHOWN ON SHEET C-3. ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE SITE VIA COUNTY HIGHWAY C TO 94TH AVENUE TO 97TH COURT. NO CONSTRUCTION TRAFFIC SHALL BE ALLOWED ON THE ADJACENT VILLAGE STREETS. AT THE COMPLETION OF THE PROJECT, THAT PORTION OF THE STONE TRACKING PAD NORTH OF THE PUBLIC SIDEWALK SHALL REMAIN IN PLACE, WITH THE REMAINDER (WITHIN THE PUBLIC RIGHT OF WAY) BEING REMOVED AND THE AREA RESTORED. ALL CURB AND GUTTER, SIDEWALKS AND PARKWAY TREES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.



Sheet Index

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS SURVEY	C-2
DIMENSIONED SITE PLAN	C-3
SITE GRADING & EROSION CONTROL PLAN	C-4
PAVEMENT GRADING PLAN	C-5
SEWER & WATER UTILITY PLAN	C-6
STORM SEWER UTILITY PLAN	C-7
STORM SEWER UTILITY CALCULATIONS	C-8
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-9 THRU C-12

Developer

SENIOR LIFESTYLE CORPORATION
MATT PHILLIPS
111 EAST WACKER DRIVE
SUITE 2200
CHICAGO, IL 60601
OFFICE: (312) 673-4374
EMAIL: mphilips@seniorlifestyle.com

Owner

THE NATIONAL BANK
JOHN E. McNAMARA
3151 US HIGHWAY 20
ELGIN, IL 60124
OFFICE: (847) 931-3676
EMAIL: john.mcnamara@thenb.com

Architect

SAS ARCHITECTS AND PLANNERS
STEVEN SUSSHOLZ
630 DUNDEE RAOD
SUITE 110
NORTHBROOK, IL 60062
OFFICE: (847) 564-8333 x304
EMAIL: sushsolz@sasarch.com

Utility Contacts

VILLAGE OF PLEASANT PRAIRIE
JOHN STEINBRINK JR.
PUBLIC WORKS SUPERINTENDANT
OFFICE: 262-925-6768
EMAIL: jsteinbrink@plprairiewi.com

TIME WARNER CABLE
STEVE CRAMER
UTILITY COORDINATOR
OFFICE: 414-277-4045
EMAIL: steve.cramer@twcable.com
EMERGENCY NUMBER: 800-627-2288

AT&T
MIKE TOYEK
OFFICE: 262-636-0549
EMAIL: mt1734@att.com

TDS TELECOM
SOUTHEAST WISCONSIN
OFFICE: 877-483-7142

WE-ENERGIES
LINDA SCHREIER
KENOSHA SOUTH
OFFICE: 262-552-3228
EMAIL: linda.schreier@we-energies.com

NATURAL GAS EMERGENCY: 800-261-5325
ELECTRICAL EMERGENCY: 800-662-4797

Bench Marks

- TOP NUT FIRE HYDRANT LOCATED ON THE EAST SIDE OF 96TH AVENUE 325 FEET SOUTH OF PRAIRIE RIDGE BOULEVARD.
ELEVATION: 722.34
- TOP NUT FIRE HYDRANT LOCATED ON THE SOUTH WEST CORNER OF 96TH AVENUE AND 97TH COURT.
ELEVATION: 719.50
- TOP NUT FIRE HYDRANT LOCATED ON THE EAST SIDE OF 97TH COURT 950 FEET SOUTH OF PRAIRIE RIDGE BOULEVARD.
ELEVATION: 719.00



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

PROPOSED
SENIOR LIFESTYLE COMMUNITY
 FOR
SENIOR LIFESTYLES, CORP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
DRAFTED: _____ ALJ
DATE: 11-1-2013
CHECKED: _____
DATE: _____
2013.0027.04
SHEET
C-1

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

AS-BUILT STORM SEWER UTILITY DATA

STM 1 RIM 712.74 IE. 15° SW 709.64 IE. 12° E 709.84	STM 17 RIM 714.49 IE. 30° N 703.39 IE. 42° W 702.59 IE. 36° S 704.99 IE. 12° E 710.49	STM 32 RIM 715.72 IE. 12° SE 712.42	STM 48 RIM 719.39 IE. 21° S 713.59 IE. 15° NE 714.29 IE. 15° N 714.24 IE. 15° W 714.09
STM 2 RIM 712.71 IE. 12° W 710.01	STM 18 RIM 713.94 IE. 12° W 710.89 IE. 12° E 710.94	STM 33 RIM 715.78 IE. 12° SW 712.53 IE. 12° NW 712.48	STM 49 RIM 718.91 IE. 15° SW 714.61 IE. 12° N 714.91
STM 3 RIM 712.62 IE. 12° W 709.82	STM 19 RIM 712.82 IE. 12° E 707.62	STM 34 RIM 715.74 IE. 12° SW 712.59 IE. 12° NW 712.64	STM 50 RIM 718.94 IE. 12° S 714.94
STM 4 RIM 712.61 IE. 15° N 710.11 IE. 12° E 709.91	STM 20 RIM 713.08 IE. 36° N 705.58 IE. 12° W 707.38 IE. 36° S 705.68	STM 35 RIM 715.66 IE. 12° NE 712.66	STM 51 RIM 721.03 IE. 12° E 716.83 IE. 12° W 717.13
STM 5 RIM 712.01 IE. 12° S 708.56	STM 21 RIM 712.71 IE. 12° S 707.81 IE. 15° E 707.71	STM 36 RIM 715.80 IE. 15° N 711.10 IE. 12° W 711.50 IE. 15° S 711.30	STM 52 RIM 721.24 IE. 12° W 716.74 IE. 12° E 716.54 IE. 15° S 716.44
STM 6 RIM 711.98 IE. 12° N 708.48 IE. 12° E 708.38	STM 22 RIM 712.70 IE. 12° N 707.90	STM 37 RIM 715.33 IE. 12° E 711.83	STM 53 RIM 721.03 IE. 12° W 717.03
STM 7 RIM 712.39 IE. 12° W 708.44 IE. 15° S 708.14 IE. 15° E 708.24	STM 23 RIM 712.88 IE. 12° N 707.98 IE. 12° SE 708.03	STM 38 RIM 717.20 IE. 30° NE 709.00 IE. 36° SW 708.90 IE. 15° E 710.80	STM 54 RIM 727.08 IE. 18° W 721.48 IE. 18° E 721.58 IE. 15° S 722.48
STM 8 RIM 712.25 IE. 12° N 709.25	STM 24 RIM 712.95 IE. 12° S 708.00 IE. 15° W 707.90	STM 39 RIM 718.86 IE. 12° E 713.96	STM 55 RIM 726.38 IE. 15° S 722.58 IE. 12° N 722.58
STM 9 RIM 712.15 IE. 12° S 708.85 IE. 15° W 708.65 IE. 12° E 708.85	STM 25 RIM 713.16 IE. 12° NW 708.36	STM 40 RIM 719.34 IE. 30° N 710.04 IE. 30° SW 709.84 IE. NW O/S TOO FAR IE. SE O/S TOO FAR IE. 12° W 713.44	STM 56 RIM 726.05 IE. 12° S 722.95
STM 10 RIM 712.98 IE. 15° S 709.63 IE. 15° NE 709.48	STM 26 RIM 712.88 IE. 36° N 706.03 IE. 36° S 706.03 IE. 15° W 707.68 IE. E O/S TOO FAR	STM 41 RIM 718.76 IE. 15° SW 713.96	STM 57 RIM 724.10 IE. 12° NW 720.30
STM 11 RIM 713.43 IE. 15° N 706.98 IE. 24° E 705.23 IE. 30° S 704.83	STM 27 RIM 713.66 IE. 36° N 706.81 IE. 36° S 706.71 IE. 15° W 708.06	STM 42 RIM 718.89 IE. 15° NW 713.89	STM 58 RIM 724.30 IE. 18° W 718.70 IE. 18° E 718.60 IE. 18° NE 718.80 IE. 12° SE 719.80
STM 12 RIM 713.22 IE. 30° N 702.22 IE. 30° S 702.12 IE. 12° W 708.87	STM 28 RIM 714.70 IE. 36° N 706.85 IE. 36° S 706.90	STM 43 RIM 721.06 IE. 30° N 712.06 IE. 30° S 711.96 IE. 21° E 712.96 IE. 12° W 716.06	STM 59 RIM 722.45 IE. 18° N 717.25 IE. 18° SW 717.20
STM 13 RIM 714.80 IE. 12° E 711.30	STM 29 RIM 715.01 IE. 12° SE 711.51	STM 44 RIM 721.44 IE. 21° W 713.04	STM 60 RIM 717.71 IE. 12° NW 713.91
STM 14 RIM 714.38 IE. 12° E 710.68	STM 30 RIM 715.62 IE. 36° N 707.92 IE. 36° S 707.82 IE. 15° S 710.62 IE. W O/S TOO FAR	STM 45 RIM 720.09 IE. 21° N 713.29 IE. 30° S 712.99 IE. 21° E 715.99	STM 61 RIM 718.11 IE. 18° E 712.41 IE. 24° W 712.31 IE. NE O/S TOO FAR IE. 12° SE 713.41
STM 15 RIM 715.11 IE. 30° N 703.81 IE. 36° S 703.71 IE. 12° W 710.51	STM 31 RIM 715.66 IE. 36° W 708.26 IE. 36° E 708.26 IE. 12° N 712.16	STM 46 RIM 718.77 IE. 12° N 714.72	STM 62 RIM 717.71 IE. 18° N 712.41 IE. 18° SW 712.36
STM 16 RIM 714.27 IE. 42° E 702.47 IE. 42° W 701.87		STM 47 RIM 718.80 IE. 12° S 714.60 IE. 15° E 714.20	

LEGAL DESCRIPTION

LOT 2, CERTIFIED SURVEY MAP NO. 2458 A RECORDED MAP, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.
TAX ID No. 91-4-122-082-0412

AS-BUILT SANITARY SEWER UTILITY DATA

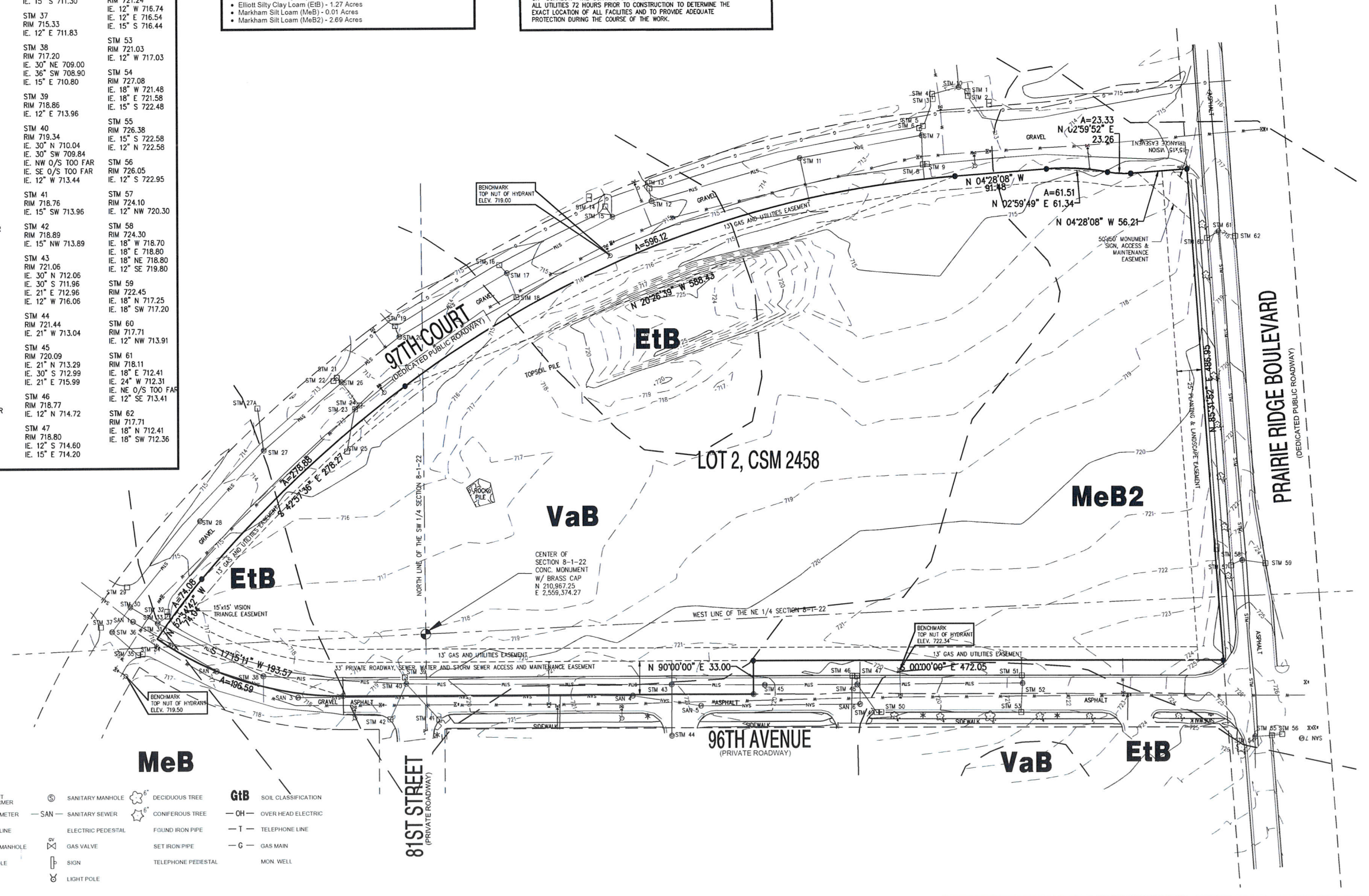
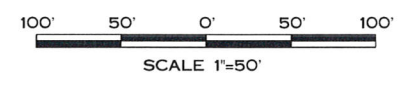
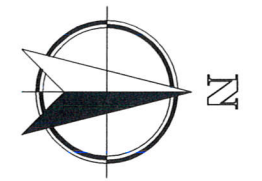
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SAN 2 RIM 717.38 IE. 8° NE 704.18 IE. 8° SW 704.08	SAN 4 RIM 721.62 IE. 8° S 706.12 IE. 8° NE 706.22	SAN 6 RIM 719.57 IE. 8° S 707.57 IE. 8° W 707.87	

SOILS / GROUND COVER DATA

Existing Ground Cover - Meadow
Existing Site Soils
• Varma Silt Loam (VaB) - 5.24 Acres
• Elliott Silty Clay Loam (EtB) - 1.27 Acres
• Markham Silt Loam (MeB) - 0.01 Acres
• Markham Silt Loam (MeB2) - 2.69 Acres

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.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

LEGEND:

⊙	STORM MANHOLE	⊙	SANITARY MANHOLE	⊙	DECIDUOUS TREE	GtB	SOIL CLASSIFICATION
□	CATCH BASIN	— SAN —	SANITARY SEWER	⊙	CONIFEROUS TREE	— OH —	OVER HEAD ELECTRIC
— STM —	STORM SEWER	— E —	ELECTRIC LINE	— T —	TELEPHONE LINE	— G —	GAS MAIN
⊙	HYDRANT	⊙	ELECTRIC MANHOLE	⊙	FOUND IRON PIPE	—	SET IRON PIPE
⊙	WATER VALVE	⊙	POWER POLE	⊙	SIGN	—	TELEPHONE PEDESTAL
— W —	WATER MAIN	⊙	GUY WIRE	⊙	LIGHT POLE	—	MON. WELL



Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
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Website www.nmbssc.net

SENIOR LIFESTYLE COMMUNITY EXISTING CONDITIONS SURVEY
FOR
SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	DATE	BY	REVISION

PROJ. MGR: MDE
DRAFTED: ALJ
DATE: 11-1-2013
CHECKED: _____
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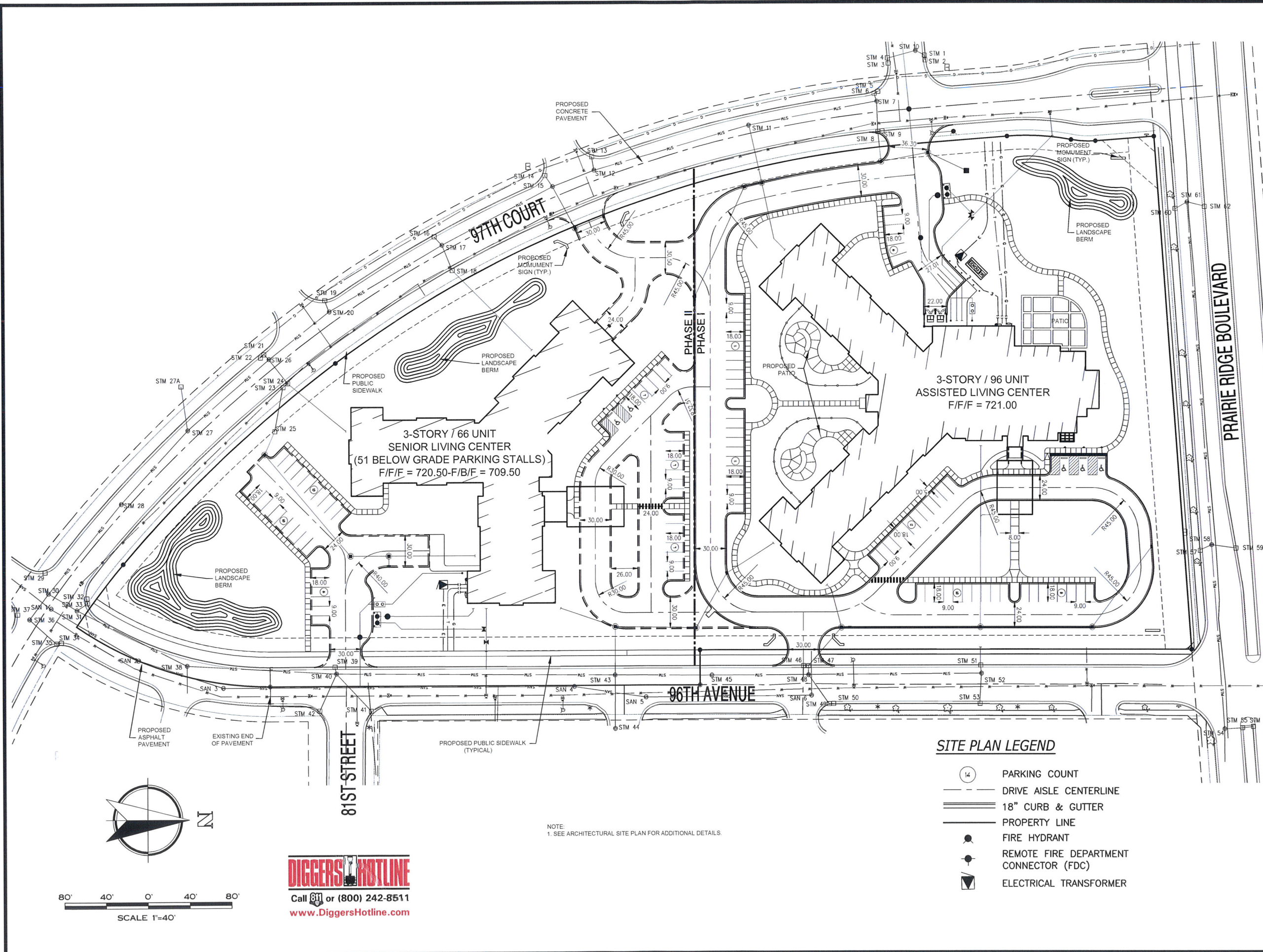
CONCEPTUAL PLAN SUBMITTAL - 11-8-2013



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 Civil Engineers and Land Surveyors
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 Tele: (262)634-5588 Fax: (262)634-5024
 Website www.nmbasc.net

**SENIOR LIFESTYLE COMMUNITY
 DIMENSIONED SITE PLAN**
 FOR
SENIOR LIFESTYLES, CORP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

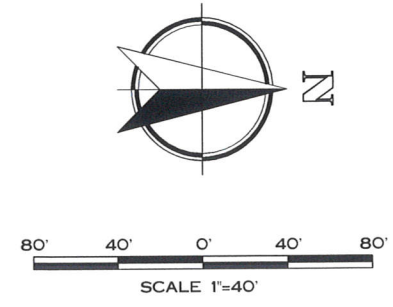
CONCEPTUAL PLAN SUBMITTAL - 11-8-2013



SITE PLAN LEGEND

- ⑭ PARKING COUNT
- - - DRIVE AISLE CENTERLINE
- ==== 18" CURB & GUTTER
- — — PROPERTY LINE
- FIRE HYDRANT
- REMOTE FIRE DEPARTMENT CONNECTOR (FDC)
- ▲ ELECTRICAL TRANSFORMER

NOTE:
 1. SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL DETAILS.



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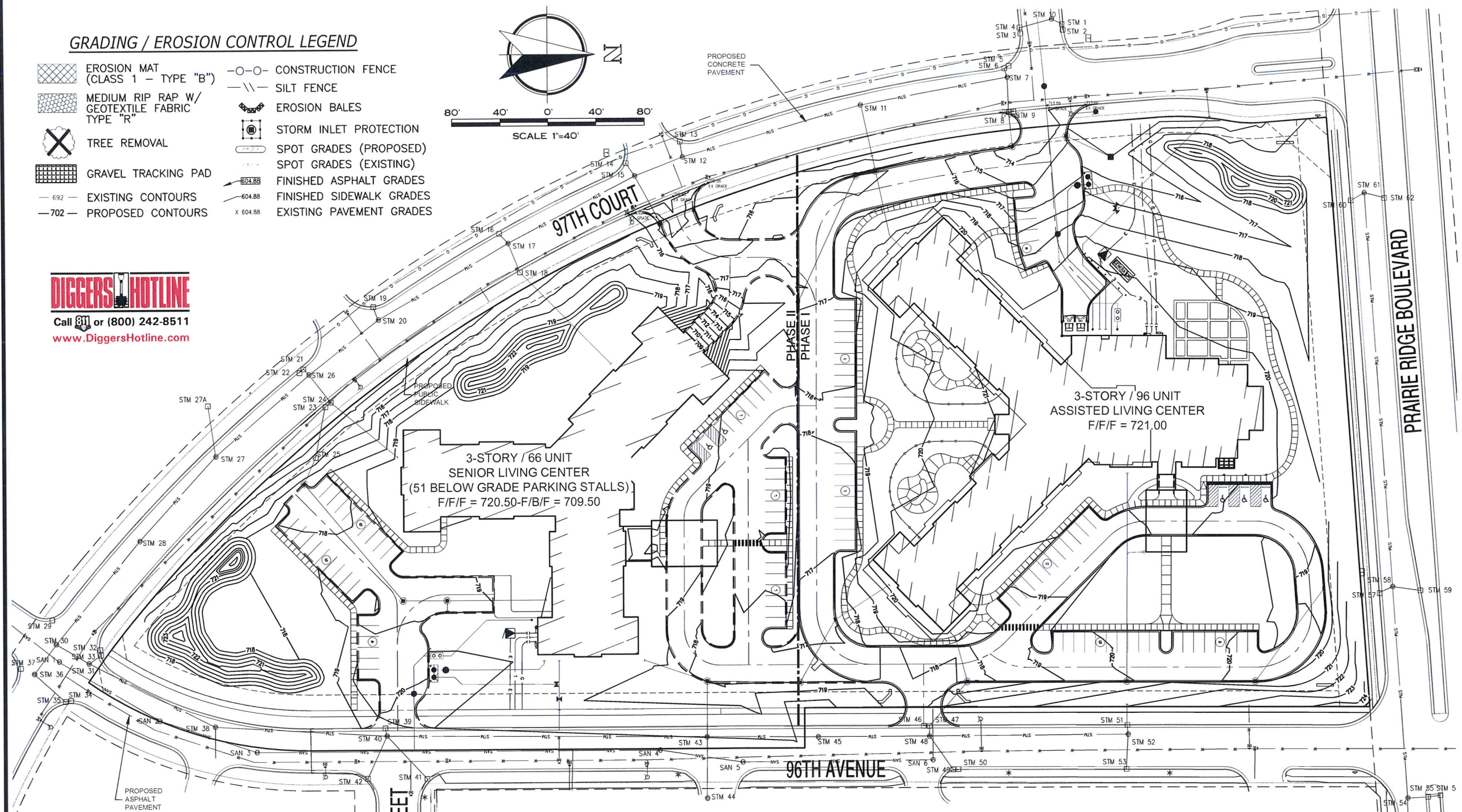
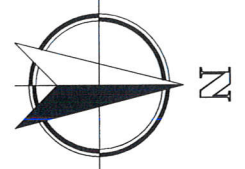
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SENIOR LIFESTYLE COMMUNITY
FOR
SITE GRADING PLAN
SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

GRADING / EROSION CONTROL LEGEND

- EROSION MAT (CLASS 1 - TYPE "B")
- MEDIUM RIP RAP W/ GEOTEXTILE FABRIC TYPE "R"
- TREE REMOVAL
- GRAVEL TRACKING PAD
- 692 - EXISTING CONTOURS
- 702 - PROPOSED CONTOURS
- CONSTRUCTION FENCE
- SILT FENCE
- EROSION BALES
- STORM INLET PROTECTION
- SPOT GRADES (PROPOSED)
- SPOT GRADES (EXISTING)
- FINISHED ASPHALT GRADES
- FINISHED SIDEWALK GRADES
- EXISTING PAVEMENT GRADES



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/stdnspec/index.htm>

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

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.

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.

SITE GRADING & SUB-GRADE PREPARATION (CONT.)

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.

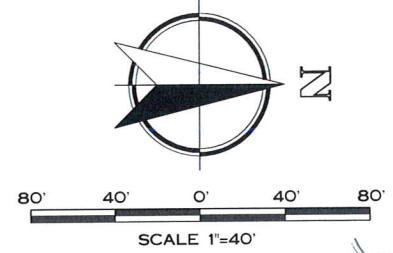
ANY TOPSOIL MATERIAL NOT BEING USED FOR THE PROJECT SHALL BE TRUCKED OFF-SITE AND NOT STOCKPILED ON ANY ADJACENT LOT(S).

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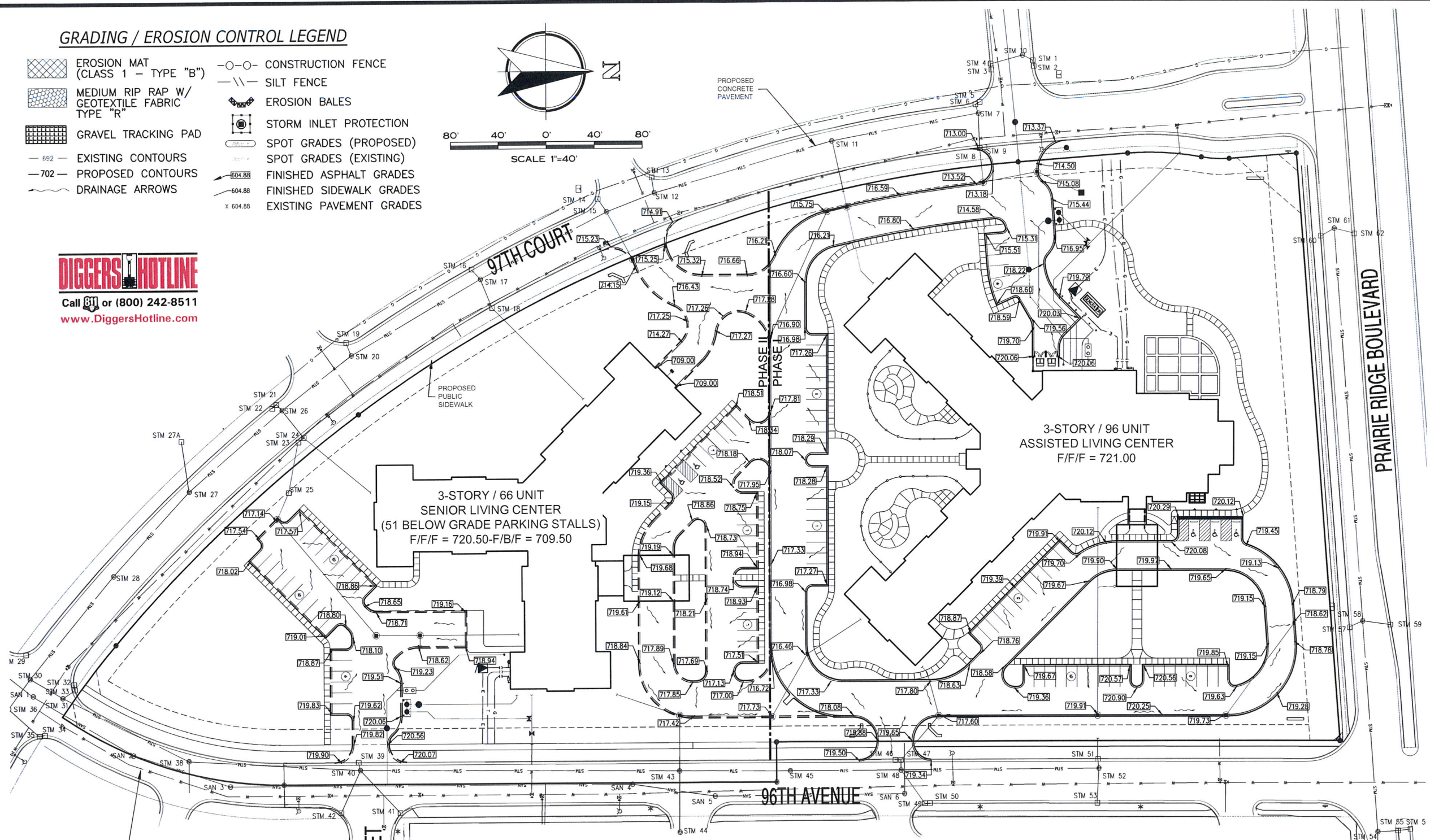
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GRADING / EROSION CONTROL LEGEND

- EROSION MAT (CLASS 1 - TYPE "B")
- MEDIUM RIP RAP W/ GEOTEXTILE FABRIC TYPE "R"
- GRAVEL TRACKING PAD
- 692 - EXISTING CONTOURS
- 702 - PROPOSED CONTOURS
- DRAINAGE ARROWS
- O-O- CONSTRUCTION FENCE
- SILT FENCE
- EROSION BALES
- STORM INLET PROTECTION
- SPOT GRADES (PROPOSED)
- SPOT GRADES (EXISTING)
- FINISHED ASPHALT GRADES
- FINISHED SIDEWALK GRADES
- EXISTING PAVEMENT GRADES



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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" VERTICAL FACE CURB CONFORMING TO THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SECTION 601 OF THE "STATE SPECIFICATIONS". ALL CURB & GUTTER SHALL BE "REVERSE PAN CURB" OR "STANDARD CURB" AS INDICATED BY THE LEGEND BELOW AND INSTALLED IN A MANNER TO SHED ALL STORM WATER RUNOFF TOWARDS THE DRAINAGE STRUCTURES.

- 18" VERTICAL FACE (REVERSE PAN) CONCRETE CURB & GUTTER
- 18" VERTICAL FACE CONCRETE CURB & GUTTER

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, STOP BARS / WORDS, CROSSWALKS AND HANDICAPPED ACCESSIBLE SYMBOLS SHALL BE INSTALLED WITH WISCONSIN DOT APPROVED TRAFFIC PAINT (WHITE) 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. SEE THE TYPICAL SECTIONS AND CONSTRUCTION DETAILS SHEET(S) OF THE PLAN SET FOR ADDITIONAL INFORMATION ABOUT THE STOP BAR AND CROSSWALK MARKINGS.



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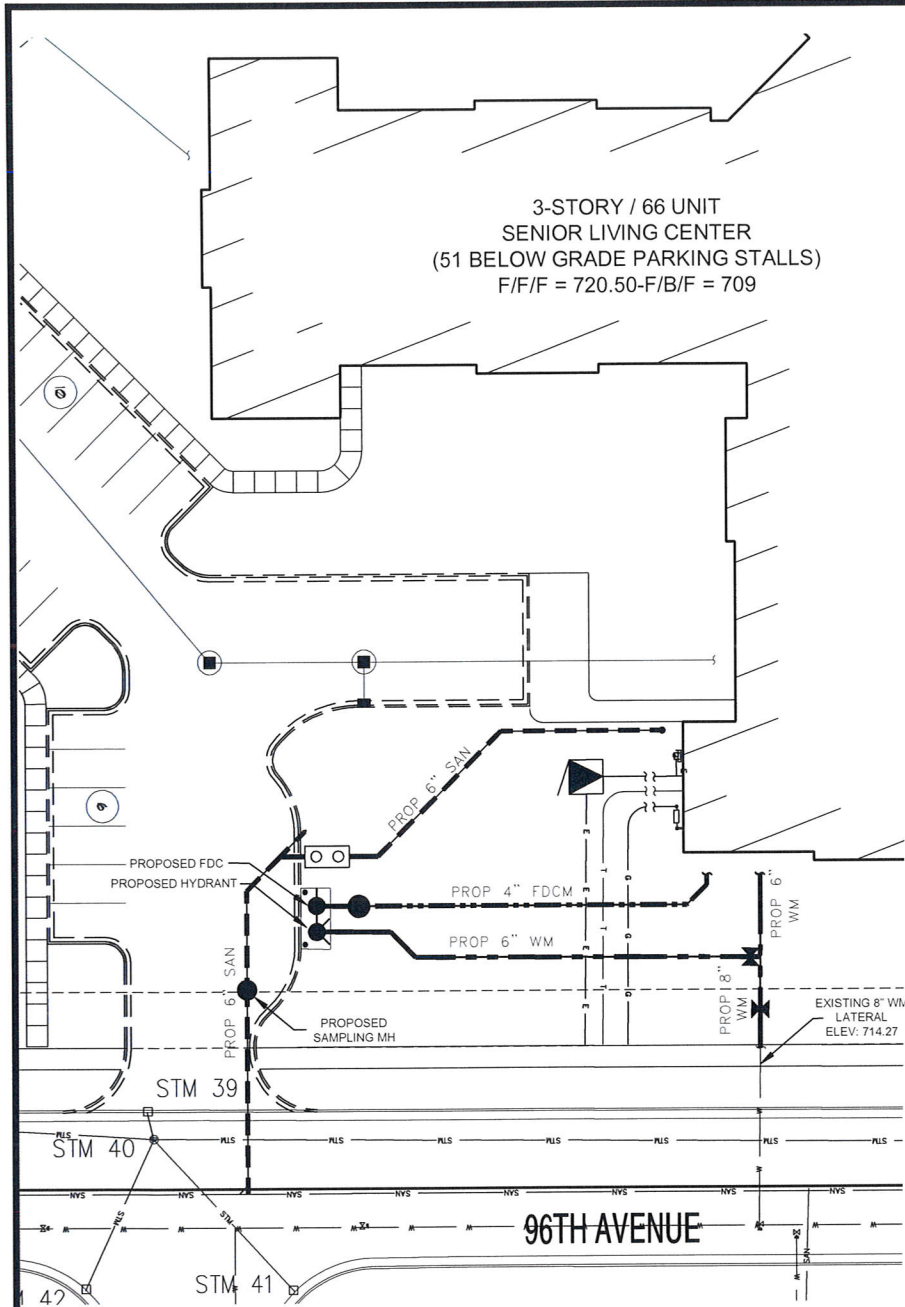
SENIOR LIFESTYLE COMMUNITY
PAVEMENT GRADING PLAN
 FOR
SENIOR LIFESTYLES, CORP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
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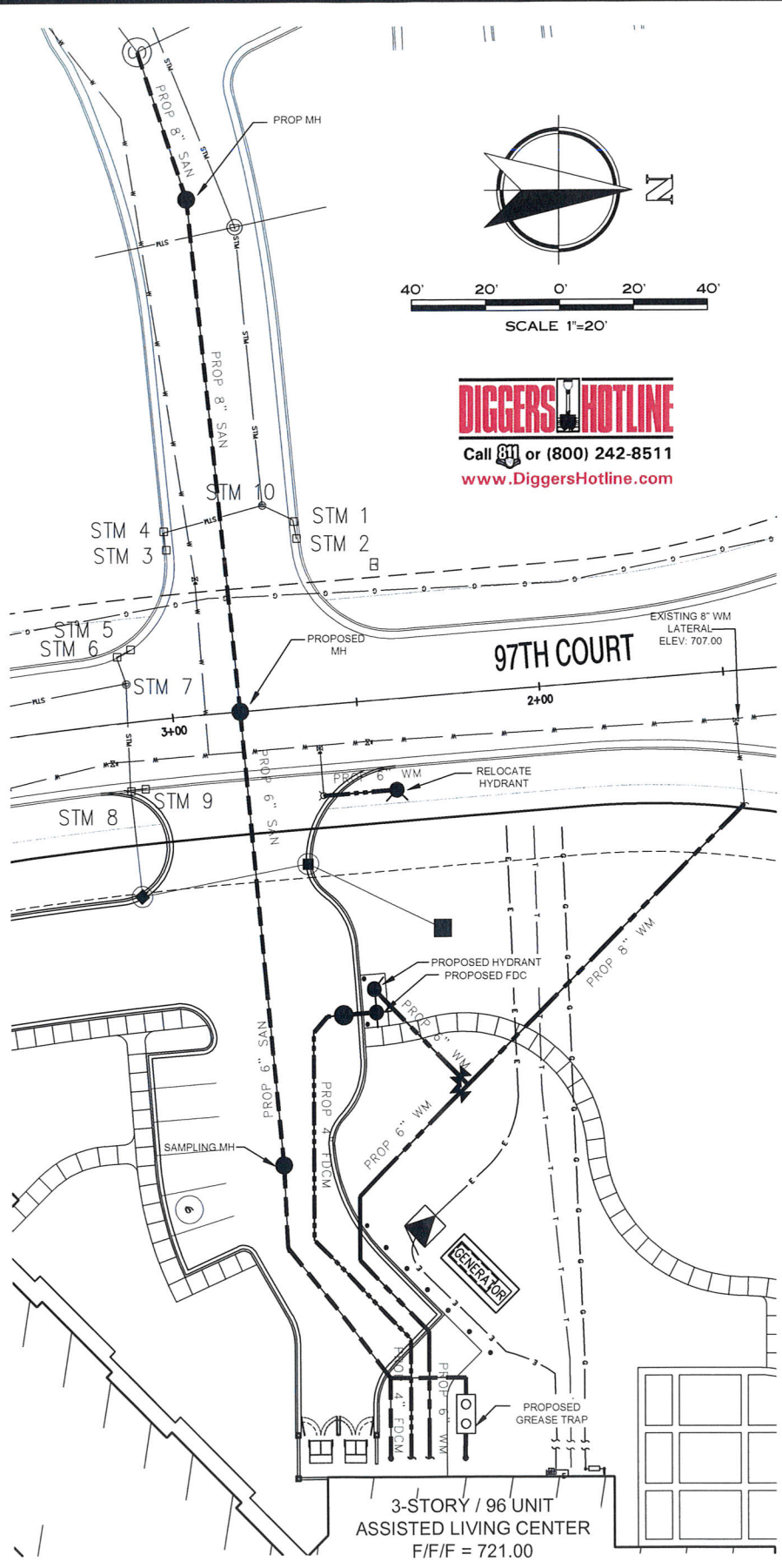
CONCEPTUAL PLAN SUBMITTAL - 11-8-2013



PHASE 2 UTILITY CONNECTIONS

REFERENCES

- ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:
- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS "STANDARD SPECIFICATIONS."
 - 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/standspec/index.htm>
 - LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 18, VILLAGE CODE OF ORDINANCES, JUNE 1998, REVISED EDITION MAY 21, 2001.
- 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 "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.
- ALL SANITARY SEWER AND WATERMAIN IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".
- * WHENEVER THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.
 - * WHENEVER THE "STANDARD SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.



PHASE 1 UTILITY CONNECTIONS

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.

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 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.

SANITARY SEWER AND WATER MAIN SPECIFICATIONS

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 OWNER.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 382.30(1)(n). 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.

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.

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. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. 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 (SOD) 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.

WATER MAIN AND LATERAL PIPE MATERIAL SHALL BE 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") 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 SIGMA FRT SCREW TYPE WITH A CAST IRON VALVE BOX COVER CLEARLY MARKED "WATER" AND SHALL BE NORTH AMERICAN, SHAF 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-1765-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.

NOTE:

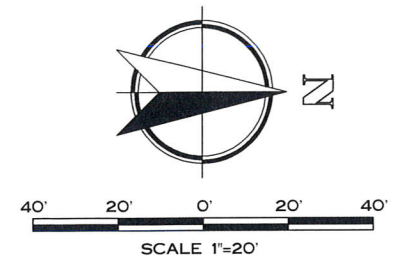
TELEPHONE CABLE, ELECTRIC SERVICE, ELECTRIC TRANSFORMER, NATURAL GAS MAIN AND GAS METER TO BE INSTALLED BY WE-ENERGIES. CONTRACTOR TO PROVIDE ALL NECESSARY COORDINATION.

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.



Nielsen Madsen & Barber S.C.
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Website www.nmbssc.net

**SENIOR LIFESTYLE COMMUNITY
SITE UTILITY PLAN**
FOR
SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	DATE	BY	REVISION

PROJ. MGR: _____ MDE
DRAFTED: _____ ALI
DATE: 11-1-2013
CHECKED: _____
DATE: _____
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CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

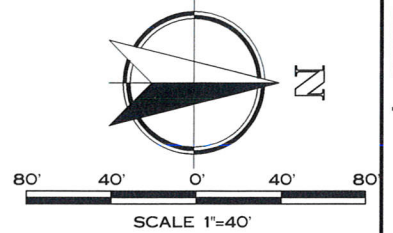
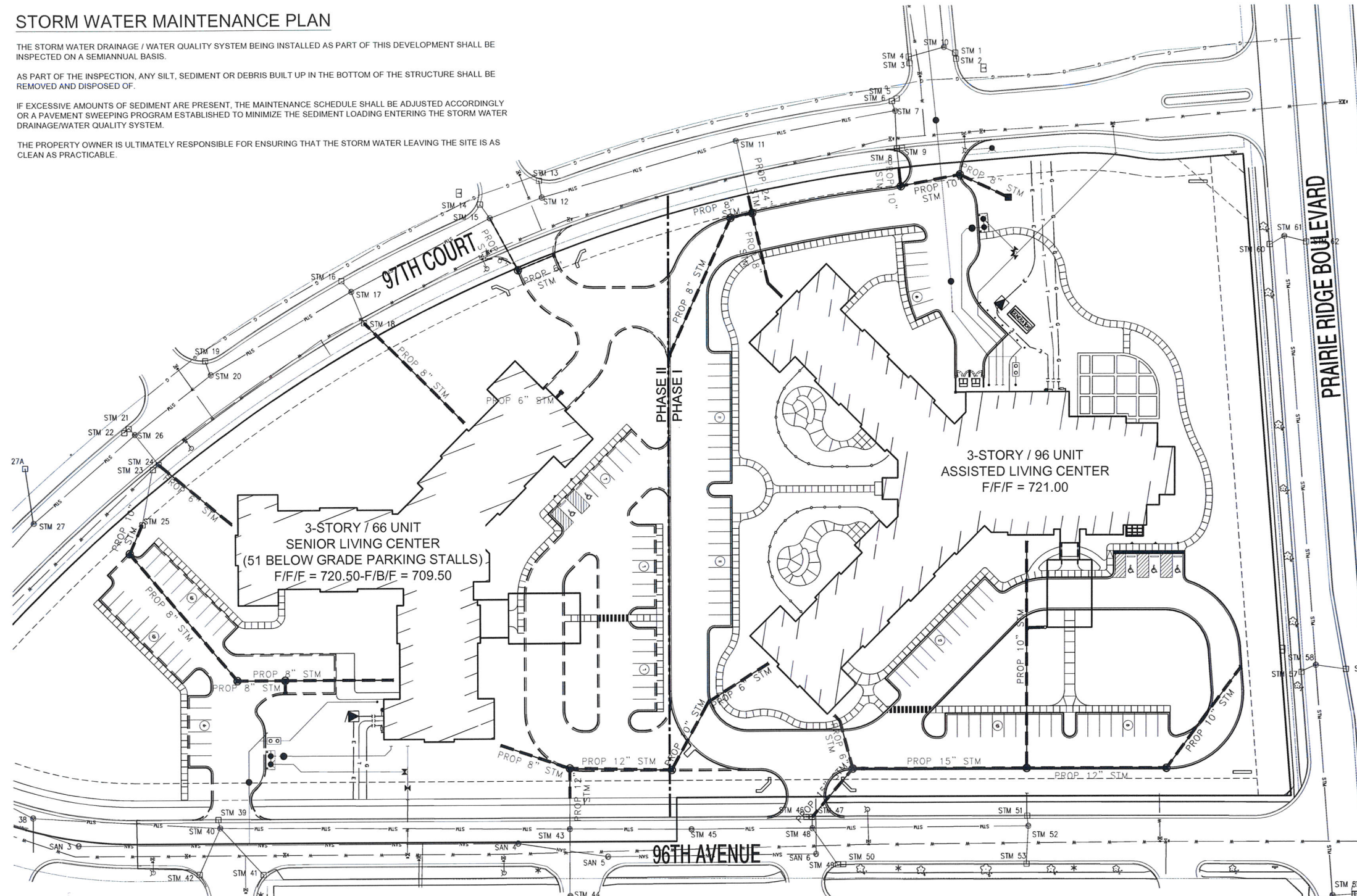
STORM WATER MAINTENANCE PLAN

THE STORM WATER DRAINAGE / WATER QUALITY SYSTEM BEING INSTALLED AS PART OF THIS DEVELOPMENT SHALL BE INSPECTED ON A SEMIANNUAL BASIS.

AS PART OF THE INSPECTION, ANY SILT, SEDIMENT OR DEBRIS BUILT UP IN THE BOTTOM OF THE STRUCTURE SHALL BE REMOVED AND DISPOSED OF.

IF EXCESSIVE AMOUNTS OF SEDIMENT ARE PRESENT, THE MAINTENANCE SCHEDULE SHALL BE ADJUSTED ACCORDINGLY OR A PAVEMENT SWEEPING PROGRAM ESTABLISHED TO MINIMIZE THE SEDIMENT LOADING ENTERING THE STORM WATER DRAINAGE/WATER QUALITY SYSTEM.

THE PROPERTY OWNER IS ULTIMATELY RESPONSIBLE FOR ENSURING THAT THE STORM WATER LEAVING THE SITE IS AS CLEAN AS PRACTICABLE.



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



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**SENIOR LIFESTYLE COMMUNITY
 STORM SEWER UTILITY PLAN**
 FOR
SENIOR LIFESTYLES, CORP.
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

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.

THE ROOF DRAINAGE SYSTEM (PIPE P-1) WAS SIZED ACCORDING TO SPS TABLE 382.36-2 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR PVC, ASTM D3034". 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.

* THE STORM SEWER SYSTEM (PIPE P-2) 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 EXISTING STORM SEWER SYSTEM WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14".

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 CATCH BASINS (CB) SHALL BE 42" DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS. CATCH BASINS INSTALLED IN LAWN AREAS SHALL BE FURNISHED WITH A NEENAH R-2500, TYPE "D3" FRAME & GRATE.

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.

ALL STORM BUILDING LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. ALL ROOF DRAIN RISERS AND CLEANOUT STRUCTURES SHALL BE 6" DIAMETER AND INSTALLED WITH A 8" FROST SLEEVE. THE UTILITY CONTRACTOR SHALL EXTEND ALL ROOF DRAIN RISERS SUFFICIENTLY ABOVE GRADE WITH THE FINAL ELEVATION BEING SET BY THE BUILDING CONTRACTOR. ALL CLEANOUT STRUCTURES AND ROOF DRAIN FROST SLEEVES SHALL BE SET TO FINISHED YARD GRADE BY THE SITE UTILITY CONTRACTOR.

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
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 DATE: 11-1-2013
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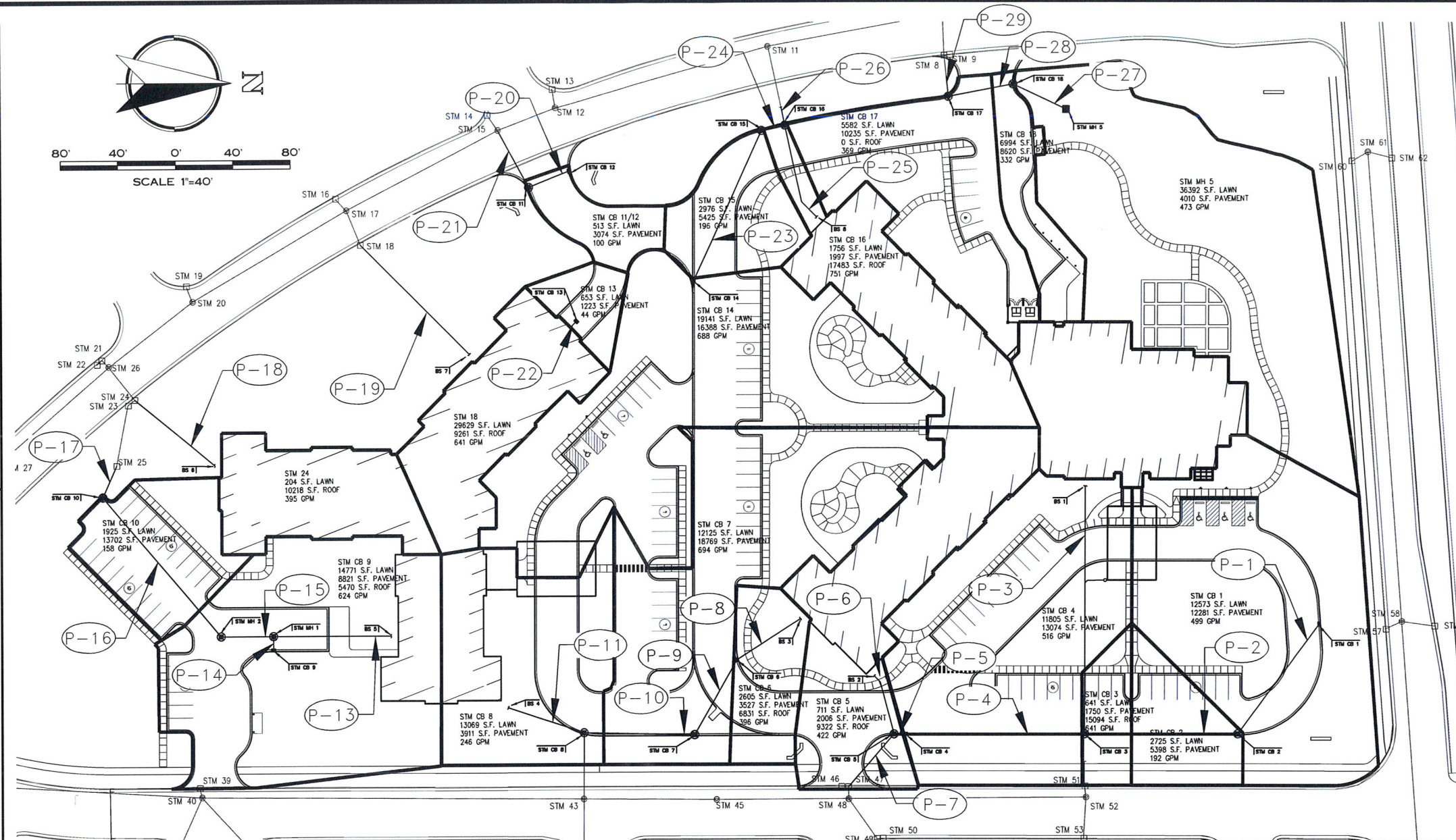
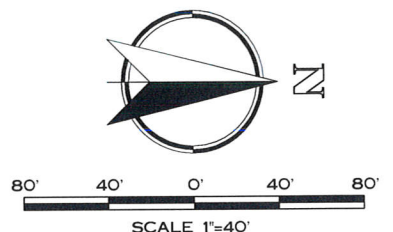
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**SENIOR LIFESTYLE COMMUNITY
STORM SEWER
DESIGN CALCULATIONS**
FOR
SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

STORM SEWER DESIGN

P-1:	95'	- 10"	STM @ 0.26%
P-2:	107'	- 12"	STM @ 0.26%
P-3:	183'	- 10"	STM @ 0.52%
P-4:	107'	- 15"	STM @ 0.26%
P-5:	8'	- 15"	STM @ 0.52%
P-6:	44'	- 6"	STM @ 2.08%
P-7:	48'	- 15"	STM @ 1.04%
P-8:	54'	- 6"	STM @ 2.08%
P-9:	59'	- 10"	STM @ 0.26%
P-10:	66'	- 12"	STM @ 0.52%
P-11:	68'	- 8"	STM @ 3.00%
P-12:	33'	- 12"	STM @ 2.08%
P-13:	83'	- 8"	STM @ 2.08%
P-14:	10'	- 8"	STM @ 2.08%
P-15:	37'	- 8"	STM @ 2.08%
P-16:	127'	- 8"	STM @ 2.08%
P-17:	24'	- 10"	STM @ 6.00%
P-18:	72'	- 6"	STM @ 7.00%
P-19:	107'	- 8"	STM @ 5.00%
P-20:	30'	- 6"	STM @ 1.00%
P-21:	45'	- 6"	STM @ 1.00%
P-22:	5'	- 6"	STM @ 1.00%
P-23:	114'	- 8"	STM @ 2.08%
P-24:	17'	- 8"	STM @ 5.00%
P-25:	69'	- 8"	STM @ 5.00%
P-26:	13'	- 24"	STM @ 8.00%
P-27:	44'	- 8"	STM @ 1.04%
P-28:	48'	- 10"	STM @ 1.04%
P-29:	16'	- 10"	STM @ 2.08%

STM CB 1 RIM 718.62 IE. 10" (SE) 716.10	STM CB 15 RIM 715.75 IE. 8" (N) 711.05 IE. 8" (SE) 711.25
STM CB 2 RIM 719.73 IE. 12" (S) 715.80 IE. 10" (NW) 715.85	STM CB 16 RIM 716.26 IE. 24" (W) 710.00 IE. 8" (S) 710.20 IE. 8" (E) 710.20
STM CB 3 RIM 719.91 IE. 15" (S) 715.47 IE. 12" (N) 715.52 IE. 12" (W) 715.52	STM CB 17 RIM 713.52 IE. 10" (N) 710.49 IE. 12" (W) 710.39
STM CB 4 RIM 717.74 IE. 15" (S) 715.09 IE. 15" (N) 715.14	STM CB 18 RIM 714.82 IE. 8" (NE) 711.07 IE. 10" (S) 710.97
STM CB 5 RIM 717.60 IE. 15" (SE) 715.00 IE. 15" (N) 715.05 IE. 6" (SW) 715.55	STM MH 1 RIM 718.66 IE. 8" (N) 715.83 IE. 8" (S) 715.83 IE. 8" (E) 715.78
STM CB 6 RIM 716.46 IE. 10" (SE) 713.90 IE. 8" (NW) 714.00	STM MH 2 RIM 718.60 IE. 8" (N) 711.05 IE. 8" (SE) 711.25
STM CB 7 RIM 717.73 IE. 10" (NW) 713.75 IE. 12" (S) 713.70	STM MH 5 RIM 715.00 IE. 8" (SW) 711.50
STM CB 8 RIM 717.42 IE. 12" (N) 713.36 IE. 12" (SE) 713.31 IE. 8" (S) 713.41	BUILDING STUB 1 IE. 10" (E) 716.41
STM CB 9 RIM 718.62 IE. 8" (W) 716.01	BUILDING STUB 2 IE. 6" (NE) 716.44
STM CB 10 RIM 717.14 IE. 10" (NW) 711.80 IE. 8" (NE) 712.96	BUILDING STUB 3 IE. 6" (SE) 715.12
STM CB 11 RIM 714.15 IE. 6" (W) 711.96 IE. 6" (N) 712.16	BUILDING STUB 4 IE. 8" (NE) 715.45
STM CB 12 RIM 715.25 IE. 6" (S) 712.46	BUILDING STUB 5 IE. 8" (S) 717.54
STM CB 13 RIM 708.50 IE. 6" (SE) 706.50	BUILDING STUB 6 IE. 6" (SW) 714.32
STM CB 14 RIM 716.90 IE. 8" (NW) 713.62	BUILDING STUB 7 IE. 8" (SW) 716.29
	BUILDING STUB 8 IE. 8" (W) 714.15



EXISTING UTILITY DATA

EX STM 8 RIM 712.25 EX IE. 12" N 709.25 IE. 10" E 709.79 EX STM 11 RIM 713.43 EX IE. 15" W 706.98 EX IE. 30" S 704.83 IE. 24" E 705.23	EX STM 15 RIM 715.11 EX IE. 30" N 703.81 EX IE. 36" S 703.71 EX IE. 12" W 710.511 IE. 6" E 711.51	EX STM 24 RIM 712.95 EX IE. 12" S 708.00 EX IE. 15" W 707.90 IE. 6" NE 710.00	EX STM 47 RIM 718.60 EX IE. 12" S 714.60 EX IE. 15" E 714.20 IE. 15" NW 714.50
EX STM 9 RIM 718.62 EX IE. 30" S 704.83 IE. 24" E 705.23	EX STM 18 RIM 713.94 EX IE. 12" W 710.89 IE. 8" E 710.94	EX STM 25 RIM 713.16 EX IE. 12" SW 708.36 IE. 10" SE 710.36	

UTILITY NOTE

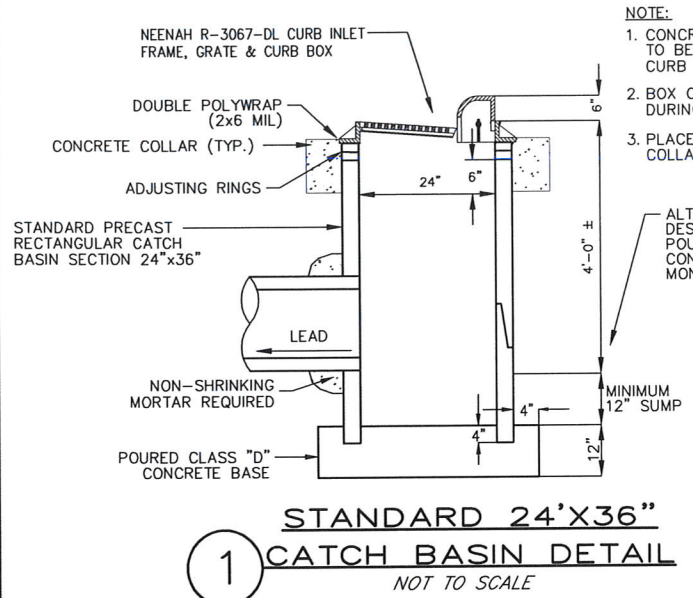
THE EXACT LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION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

PRIVATE STORM SEWER DESIGN CALCULATIONS

Pipe No.	Description	Upstream Flow (GPM)	Pipe Inflow (GPM)	Total Flow (GPM)	Pipe Length (feet)	Min. Pipe Diameter (inches)	Min. Slope (%)	Design Pipe Diameter	Design Slope (%)
1	STM CB 1 - STM CB 2	0	499	499	95.0	6.0	4.16%	10	0.26%
2	STM CB 2 - STM CB 3	499	192	691	107.0	8.0	2.08%	12	0.26%
3	BS 1 - STM CB 3	0	581	581	183.0	8.0	2.08%	10	0.52%
2	STM CB 3 - STM CB 4	1272	60	1332	107.0	10.0	2.08%	15	0.26%
5	STM CB 4 - STM CB 5	1332	516	1848	8.0	10.0	4.16%	15	0.52%
6	BS 2 - STM CB 5	0	359	359	44.0	6.0	2.08%	6	2.08%
7	STM CB 5 - STM 47	2207	69	2276	48.0	12.0	2.08%	15	1.04%
8	BS 3 - STM CB 6	0	263	263	64.0	6.0	2.08%	6	2.08%
9	STM CB 6 - STM CB 7	263	134	397	69.0	6.0	4.16%	10	0.26%
10	STM CB 7 - STM CB 8	397	694	1091	66.0	8.0	4.16%	12	0.52%
12	BS 4 - STM CB 8	0	371	371	68.0	6.0	4.16%	8	3.00%
11	STM CB 8 - STM 43	1482	246	1728	33.0	10.0	4.16%	12	2.08%
14	BS 5 - STM MH 1	0	210	210	83.0	6.0	1.04%	8	2.08%
15	STM CB 9 - STM MH 1	0	624	624	10.0	8.0	2.08%	8	2.08%
16	STM MH 1 - STM MH 2	834	0	834	37.0	8.0	2.08%	8	2.08%
17	STM MH 2 - STM CB 10	834	0	834	127.0	8.0	2.08%	8	2.08%
18	STM CB 10 - STM 25	834	440	1274	74.0	10.0	2.08%	10	6.00%
19	BS 6 - STM 24	0	393	393	22.0	6.0	4.16%	6	7.00%
20	BS 7 - STM 18	0	641	641	107.0	8.0	2.08%	8	5.00%
21	STM CB 12 - STM CB 11	0	69	69	30.0	4.0	2.08%	6	1.00%
22	STM CB 11 - STM 15	69	31	100	45.0	4.0	2.08%	6	1.00%
23	PUMP - STM CB 13	0	44	44	5.0	4.0	0.26%	6	1.00%
24	STM CB 14 - STM CB 15	0	688	688	114.0	8.0	2.08%	8	2.08%
25	STM CB 15 - STM CB 16	688	196	884	17.0	8.0	4.16%	8	5.00%
26	BS 8 - STM CB 16	0	672	672	69.0	8.0	2.08%	8	5.00%
27	STM CB 16 - STM 11	1556	78	1634	13.0	10.0	4.16%	24	8.00%
29	STM MH 5 - STM CB 18	0	473	473	44.0	6.0	4.16%	8	1.04%
31	STM CB 18 - STM CB -17	473	332	805	48.0	8.0	4.16%	10	1.04%
32	STM CB 17 - STM 8	805	369	1174	16.0	10.0	2.08%	10	2.08%

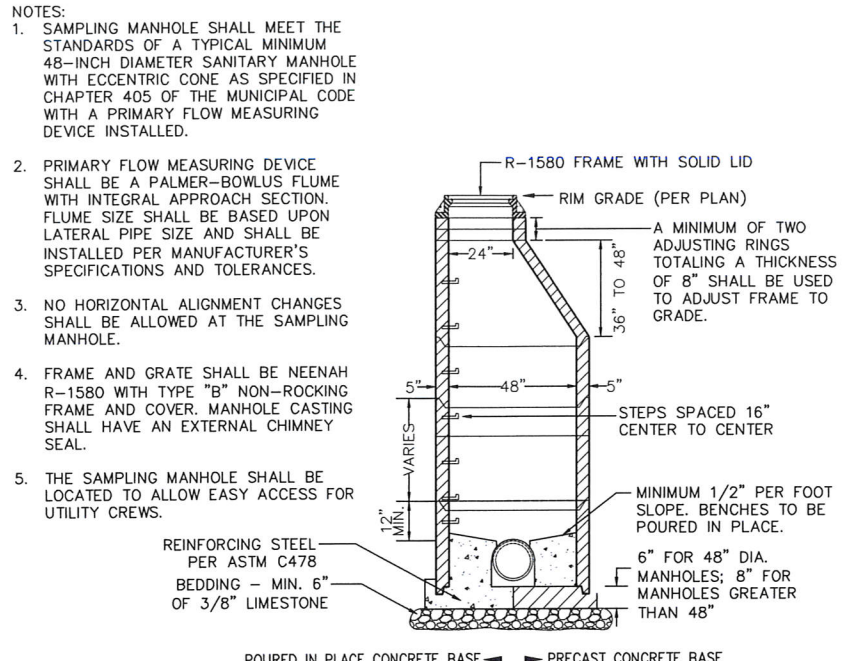
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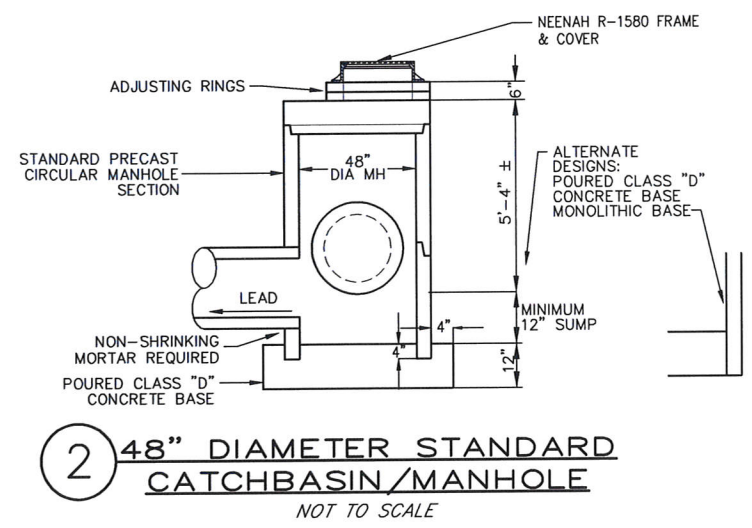
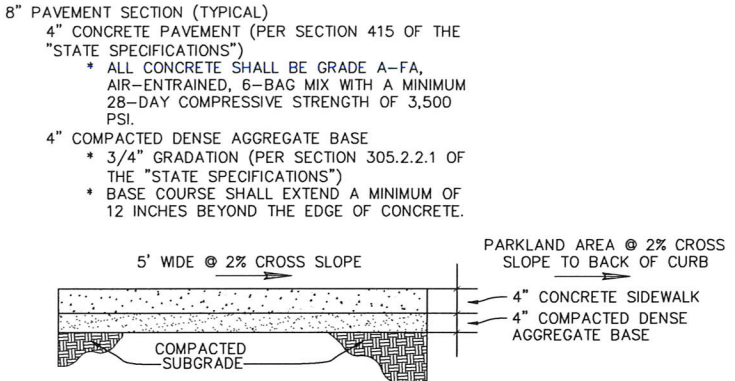
- NOTE:**
1. CONCRETE COLLAR AND POLYWRAP TO BE INSTALLED AS PART OF CURB & GUTTER CONSTRUCTION.
 2. BOX OUT CONCRETE COLLAR DURING PAVEMENT CONSTRUCTION.
 3. PLACE 1/2" EXPANSION JOINT AROUND COLLAR PLACED ADJACENT TO CONCRETE

ALTERNATE DESIGNS:
POURED CLASS "D" CONCRETE BASE
MONOLITHIC BASE

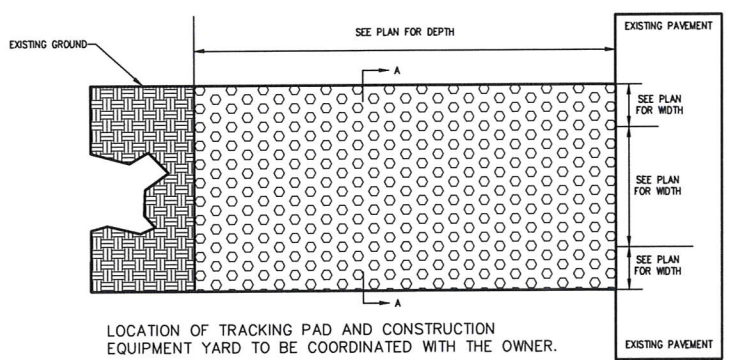


- NOTES:**
1. SAMPLING MANHOLE SHALL MEET THE STANDARDS OF A TYPICAL MINIMUM 48-INCH DIAMETER SANITARY MANHOLE WITH ECCENTRIC CONE AS SPECIFIED IN CHAPTER 405 OF THE MUNICIPAL CODE WITH A PRIMARY FLOW MEASURING DEVICE INSTALLED.
 2. PRIMARY FLOW MEASURING DEVICE SHALL BE A PALMER-BOWLUS FLUME WITH INTEGRAL 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.

POURED IN PLACE CONCRETE BASE ← PRECAST CONCRETE BASE

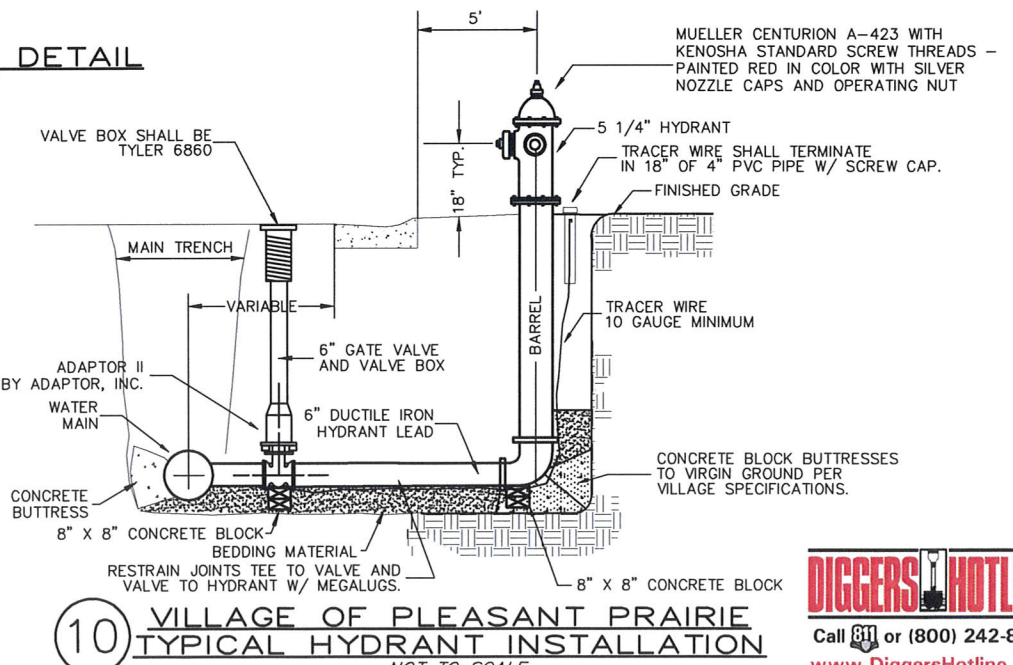
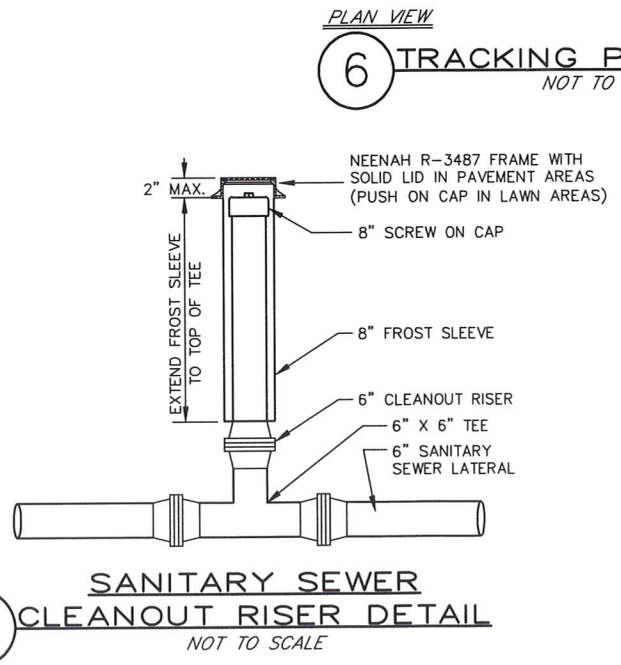
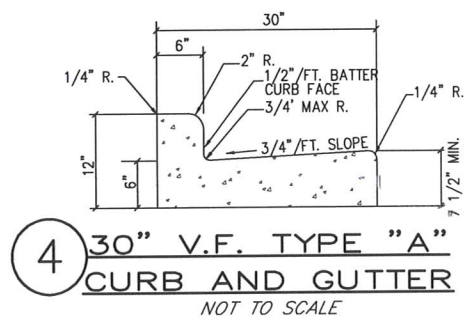
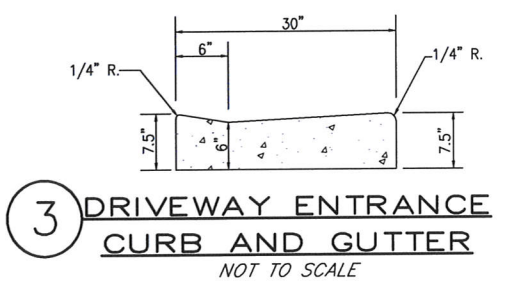
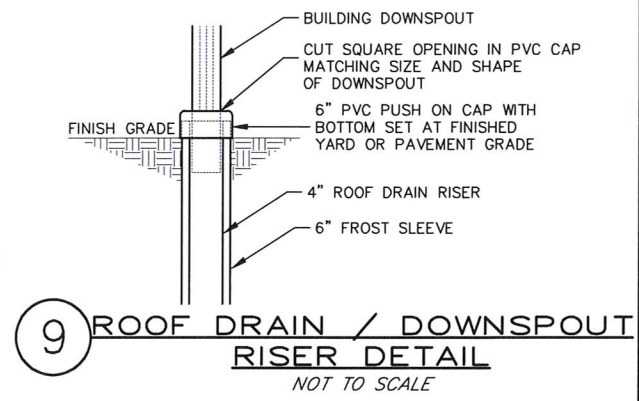


ALTERNATE DESIGNS:
POURED CLASS "D" CONCRETE BASE
MONOLITHIC BASE



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.



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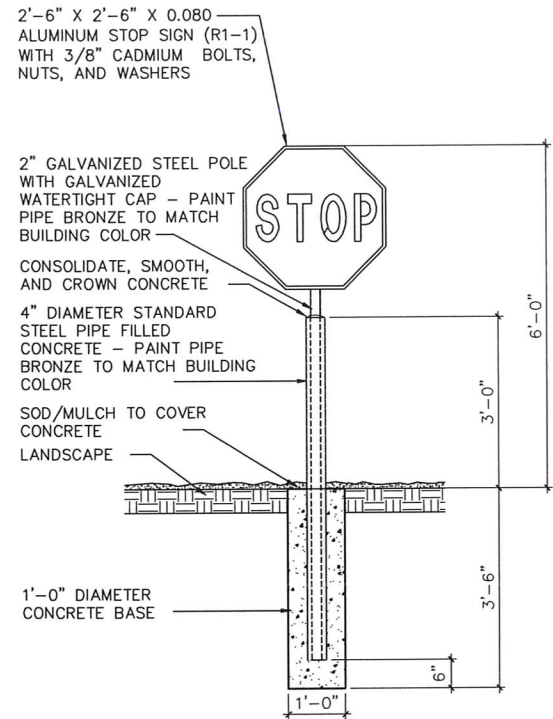
mb
Nielsen Madsen & Barber S.C.
Civil Engineers and Land Surveyors
1458 Horizon Blvd. Suite 200, Racine, Wisconsin 53406
Tel: (262)634-5588 Fax: (262)634-5024
Website: www.nmbssc.net

SENIOR LIFESTYLE COMMUNITY TYPICAL SECTIONS & CONSTRUCTION DETAILS FOR SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

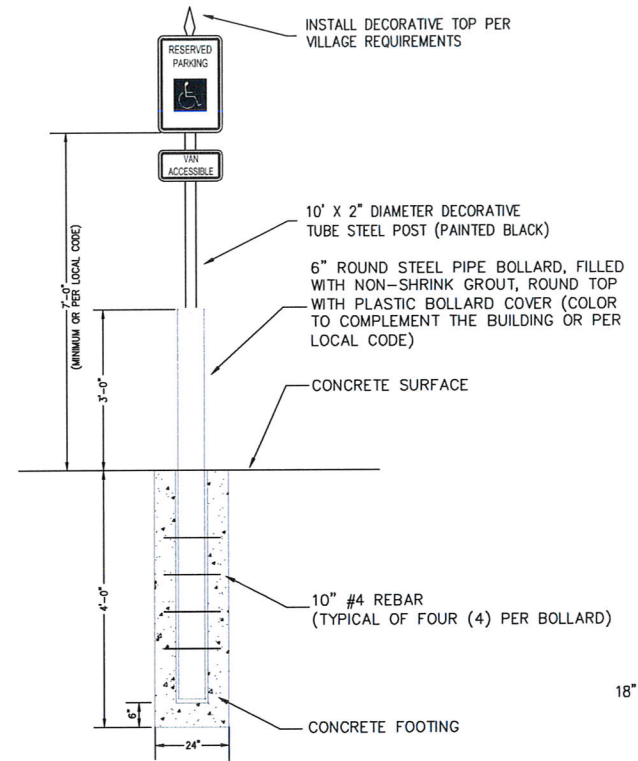
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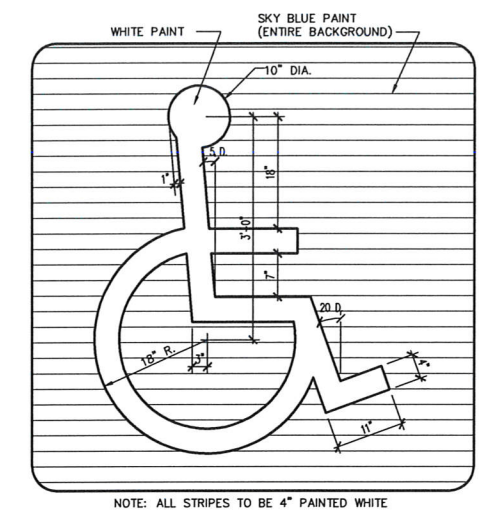
CONCEPTUAL PLAN SUBMITTAL - 11-8-2013



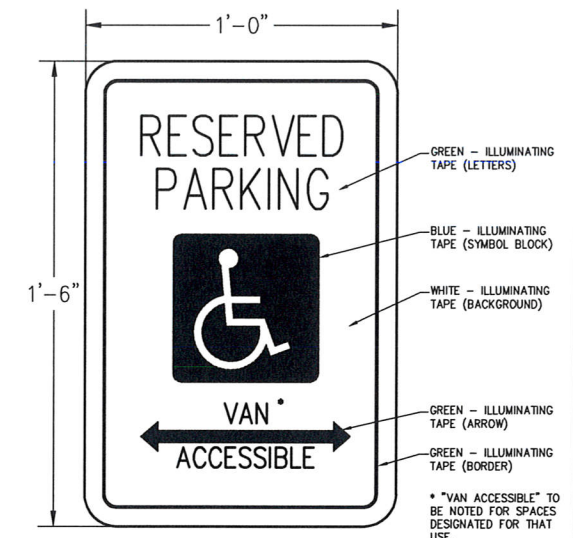
1 **POST DETAIL (STOP SIGNS)**
NOT TO SCALE



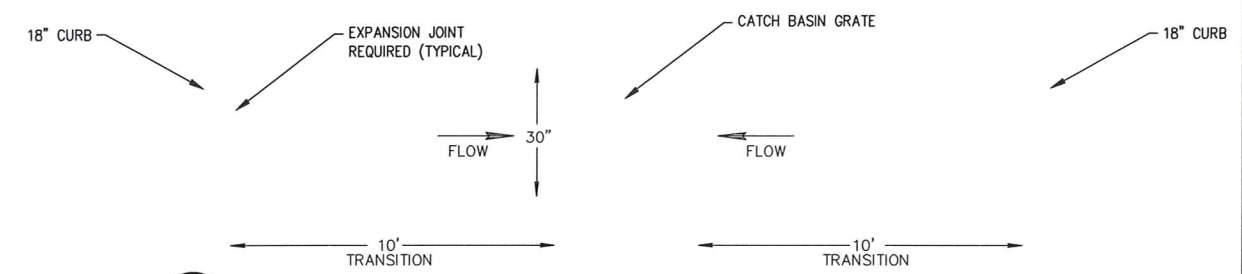
2 **SIGN POST DETAIL**
NOT TO SCALE



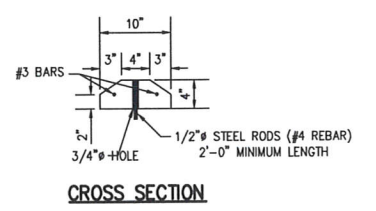
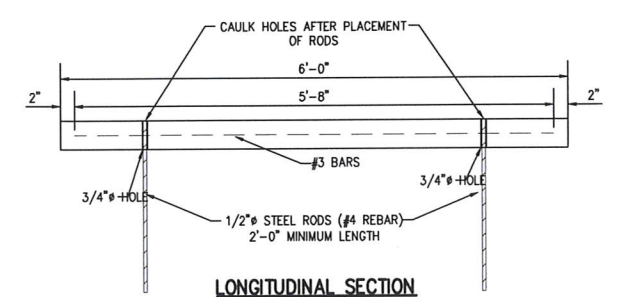
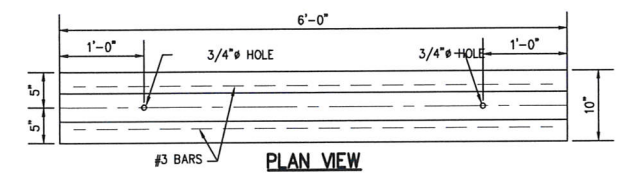
3 **PAINTED HANDICAP SYMBOL DETAIL**
NOT TO SCALE



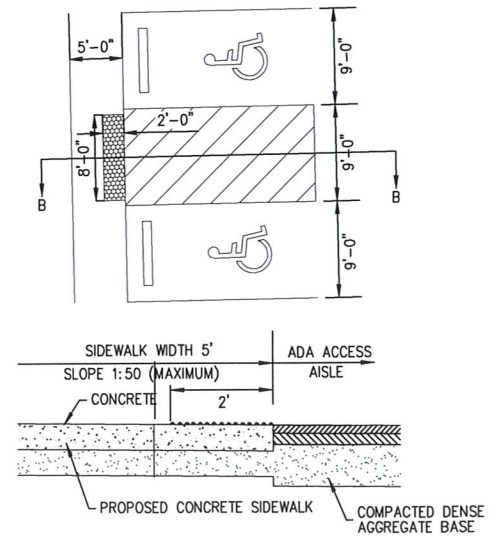
4 **HANDICAP PARKING SIGNAGE DETAIL**
NOT TO SCALE



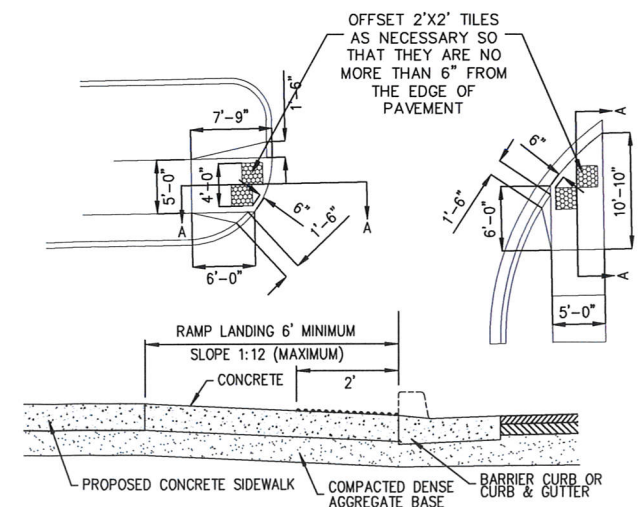
5 **CURB TRANSITION DETAIL 18" TO 30"**
(TYPICAL CATCH BASINS 3.1.1, 3.1.2, 3.1.4 AND 3.1.5)
NOT TO SCALE



6 **WHEEL STOP DETAIL**
NOT TO SCALE

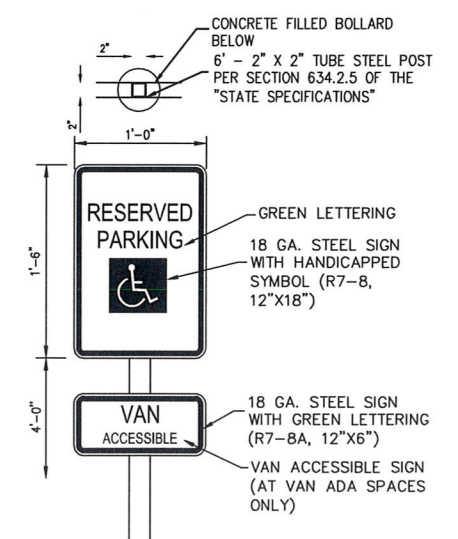


SECTION B-B



SECTION A-A

7 **ACCESSIBLE RAMP DETECTABLE WARNING SURFACE**
(TO BE INSTALLED ON ALL SIDEWALK RAMP)
NOT TO SCALE



8 **ADA SIGN DETAIL**
NOT TO SCALE

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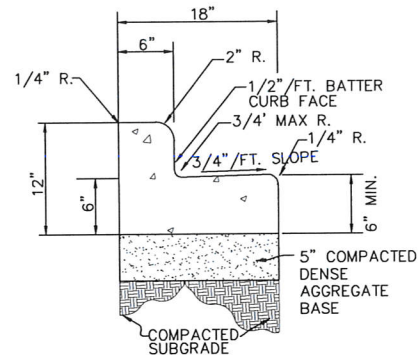
SENIOR LIFESTYLE COMMUNITY TYPICAL SECTIONS & CONSTRUCTION DETAILS FOR SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

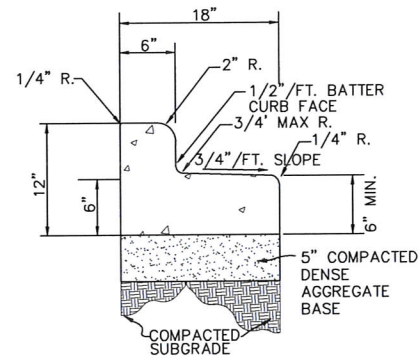
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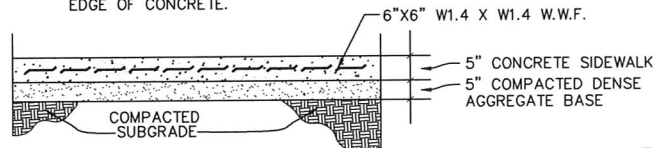


1 18" VERTICAL FACE CURB AND GUTTER
NOT TO SCALE



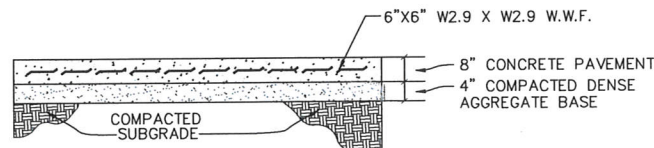
2 18" VERTICAL FACE REVERSE PAN CURB AND GUTTER
NOT TO SCALE

10" PAVEMENT SECTION (TYPICAL)
5" 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.
5" 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 CONCRETE.

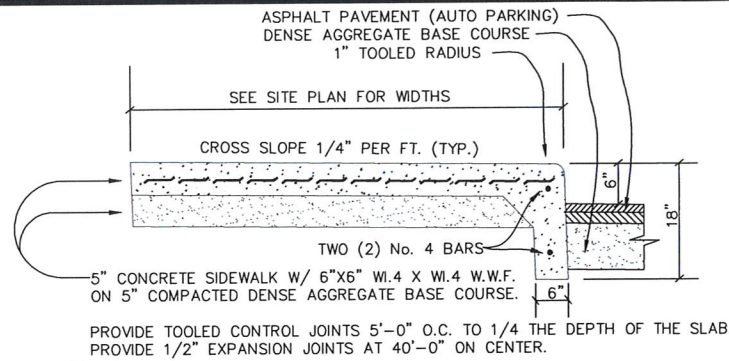


6 5" CONCRETE PAVEMENT SHALL INCLUDE 6"x6" W1.4 X W1.4 W.W.F.
PRIVATE SIDEWALK CONCRETE PAVEMENT SECTION
NOT TO SCALE

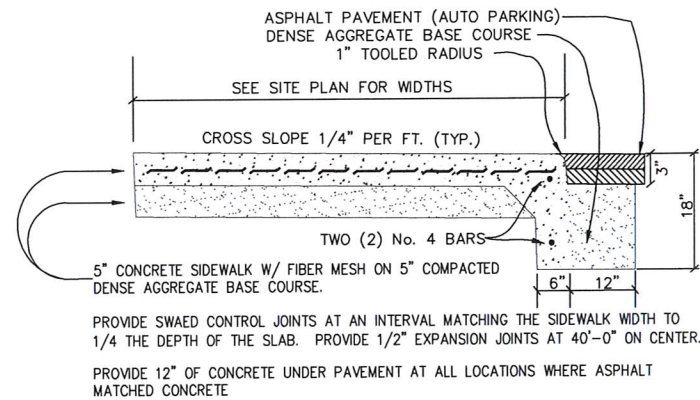
12" PAVEMENT SECTION (TYPICAL)
8" CONCRETE PAVEMENT (PER SECTION 415 OF THE "STATE SPECIFICATIONS")
* ALL CONCRETE SHALL BE GRADE A-FA, AIR-ENTRAINED, 6-BAG MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
4" COMPACTED DENSE AGGREGATE BASE
* 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")
* BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF CONCRETE.



8 8" CONCRETE PAVEMENT SHALL INCLUDE 6"x6" W2.9 X W2.9 W.W.F.
TRASH ENCLOSURE / APRON CONCRETE PAVEMENT SECTION
NOT TO SCALE

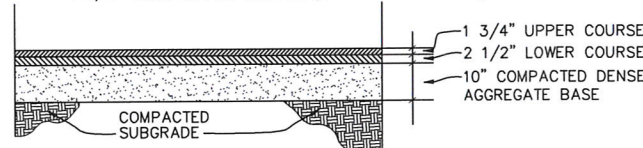


3 SIDEWALK / BARRIER CURB (TYPICAL SECTION)
NOT TO SCALE



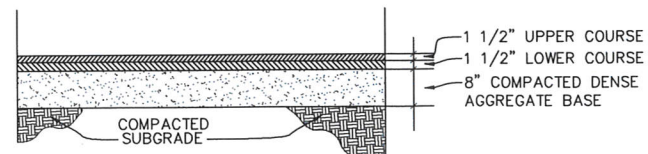
4 CONCRETE SIDEWALK & FLUSH PAVEMENT (TYPICAL SECTION)
NOT TO SCALE

14" PAVEMENT SECTION (TYPICAL)
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.
4 1/4" HMA PAVEMENT, WSDOT, TYPE E-0.3
- 2 1/2" THICK LOWER COURSE (19 mm GRADATION), PG 64-22 OR 58-28
- 1 3/4" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-28 OR 58-28



7 HEAVY DUTY ASPHALT PAVEMENT TYPICAL SECTION DRIVE AISLES
NOT TO SCALE

11" PAVEMENT SECTION (TYPICAL)
3" HMA PAVEMENT, WSDOT, TYPE E-0.3
* 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR PG 58-28
* 1 1/2" 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.

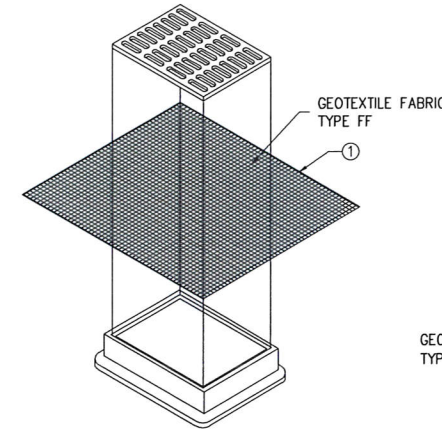


9 AUTO PARKING ASPHALT PAVEMENT SECTION
NOT TO SCALE

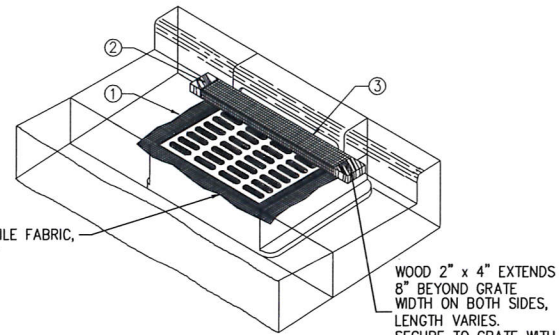
INSTALLATION NOTES

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.

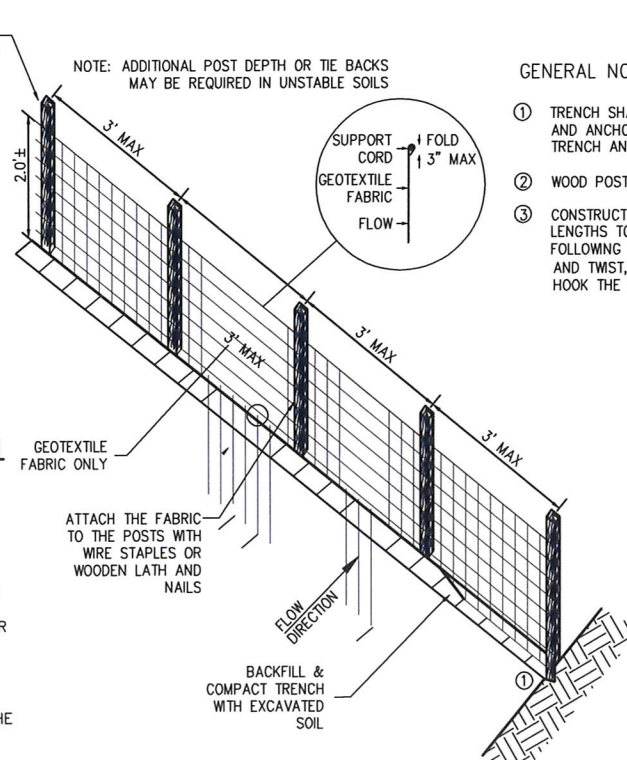


5 INLET PROTECTION, TYPE B (WITHOUT CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE C (WITH CURB BOX)
(CAN BE INSTALLED IN ANY INLET WITH A CURB BOX)

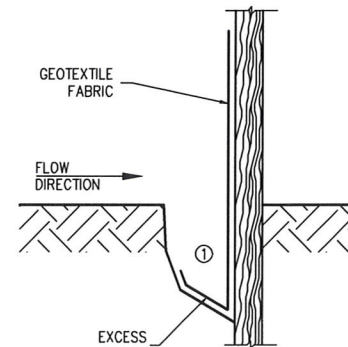
5 TYPICAL STORMWATER INLET PROTECTION DETAIL
NOT TO SCALE



10 TYPICAL SILT FENCE DETAIL
NOT TO SCALE

GENERAL NOTES - SILT FENCE

- 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.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" x 1 1/2" OF OAK OR HICKORY.
- 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.

GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE M 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.

- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES.
- THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

mb
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SENIOR LIFESTYLE COMMUNITY
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VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

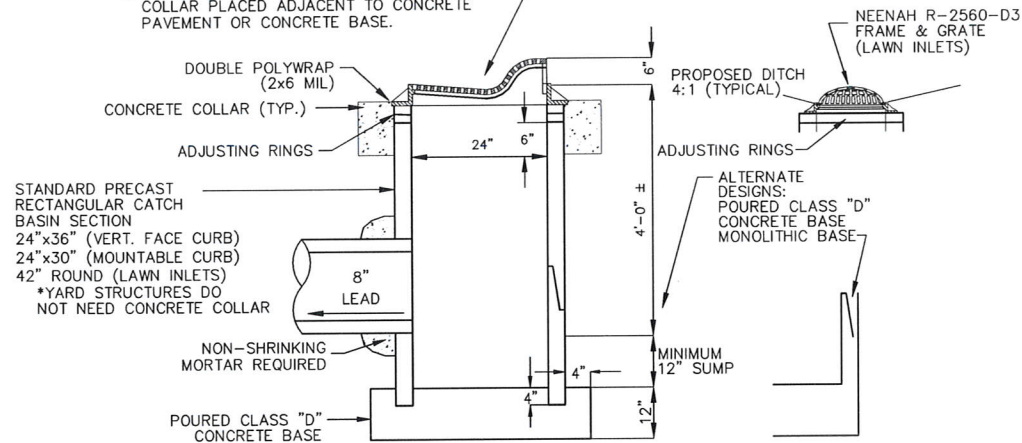
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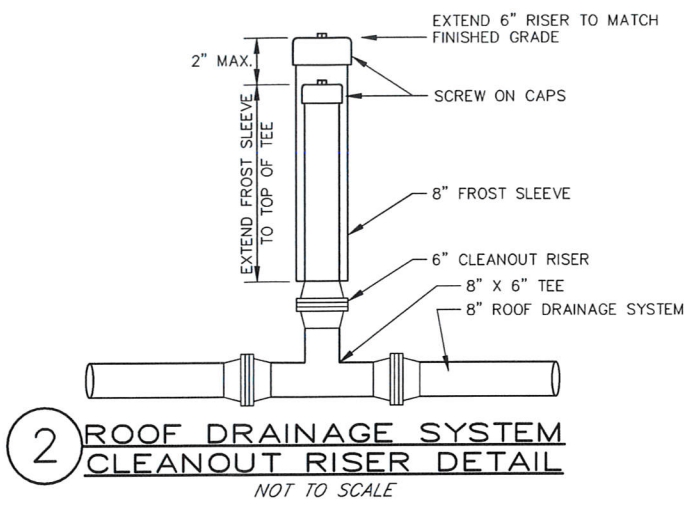
CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

NOTE:

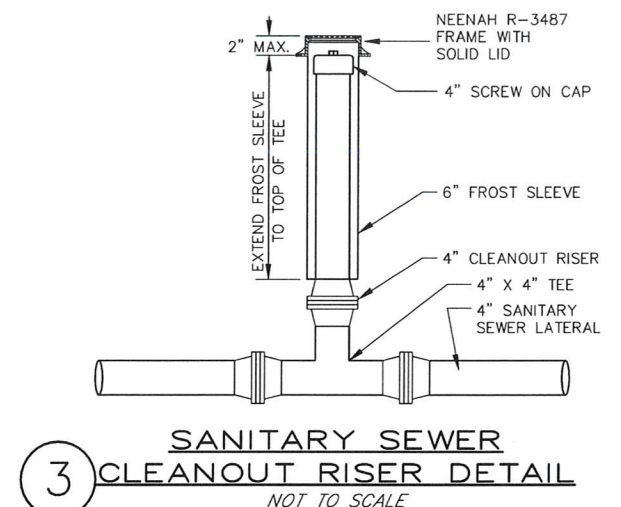
1. CONCRETE COLLAR AND POLYWRAP TO BE INSTALLED AS PART OF CURB & GUTTER CONSTRUCTION.
2. BOX OUT CONCRETE COLLAR DURING PAVEMENT CONSTRUCTION.
3. PLACE 1/2" EXPANSION JOINT AROUND COLLAR PLACED ADJACENT TO CONCRETE PAVEMENT OR CONCRETE BASE.



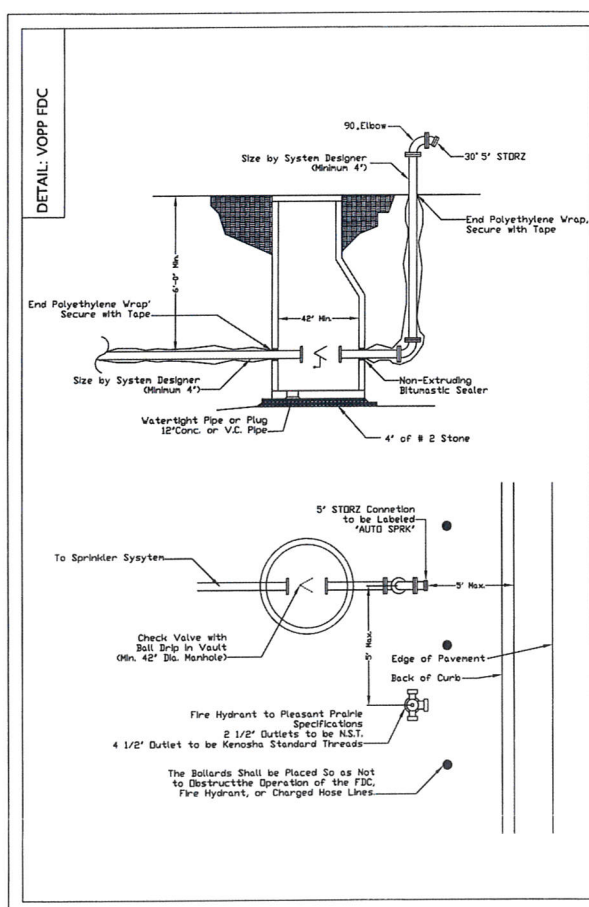
1 STANDARD CATCH BASIN DETAIL
NOT TO SCALE



2 ROOF DRAINAGE SYSTEM CLEANOUT RISER DETAIL
NOT TO SCALE

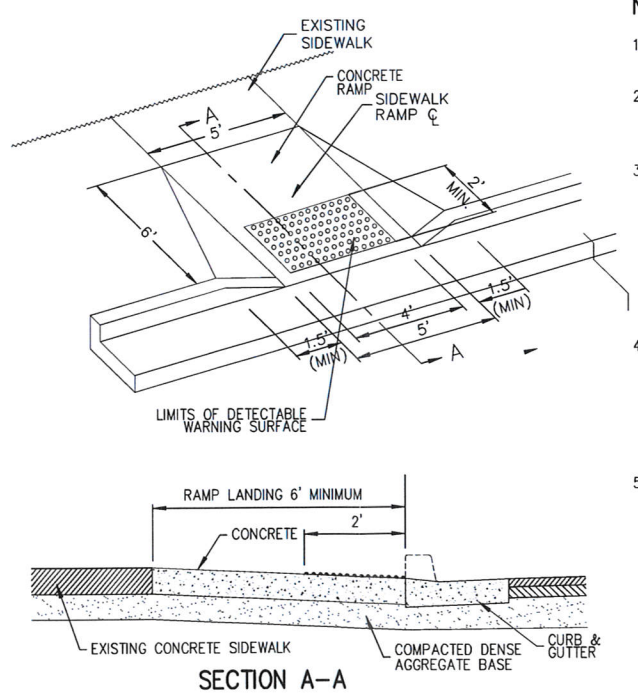


3 SANITARY SEWER CLEANOUT RISER DETAIL
NOT TO SCALE



4 FIRE DEPARTMENT CONNECTION DETAIL
NOT TO SCALE

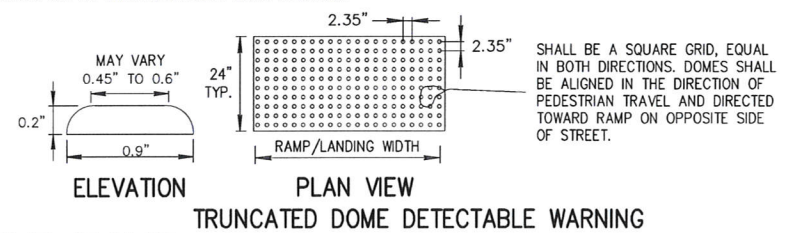
DRAWN BY: KEN ROBERS
REVISED BY: S. WILKOVICH
APPROVED BY: D. McELMURY
SCALE: NTS
CREATED: 04-16-13
REVISED: 04-23-13
VILLAGE OF PLEASANT PRAIRIE
FIRE DEPARTMENT PUMPER PAD FDC
Ordinance #180 - 16



5 ACCESSIBLE RAMP DETECTABLE WARNING SURFACE
(TO BE INSTALLED ON ALL PUBLIC RAMPS)
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 DIRECT 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.
 - a. THE COLOR OF THE DETECTABLE WARNING FIELD SHALL BE FEDERAL YELLOW.
5. THE SPECIFICATIONS OF THE CONCRETE SEALANT AND RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.



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SENIOR LIFESTYLE COMMUNITY
TYPICAL SECTIONS &
CONSTRUCTION DETAILS
FOR
SENIOR LIFESTYLES, CORP.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE
DRAFTED: MDE
DATE: 11-4-2013
CHECKED: MDE
DATE: 2013.0027.04
SHEET
C-12

CONCEPTUAL PLAN SUBMITTAL - 11-8-2013

- B. Consider the request of Jonah Hetland of Bear Development, LLC requesting a **six month time extension of the Site and Operational Plans** conditionally approved for Goddard School to be constructed at STH 50 and 91st Avenue.

Recommendation:

Village staff recommends that the Plan Commission grant a six (6) month extension (until July 9, 2014) of the Site and Operational Plans for the proposed Goddard School to be constructed at STH 50 and 91st Avenue subject to compliance with the July 19, 2012 approval letter.

VILLAGE STAFF REPORT OF DECEMBER 9, 2013

Consider the request of Jonah Hetland of Bear Development, LLC requesting a **six month time extension of the Site and Operational Plans** conditionally approved for Goddard School to be constructed at STH 50 and 91st Avenue.

On May 24, 2013 the Village sent an approval letter related to the approvals including Site and Operational Plans for the construction 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, of Lot 20 of the Westfield Heights Subdivision in the Village of Pleasant Prairie. The Site and Operational Plans were approved was subject to the comments and conditions set forth at the Village Plan Commission meeting on April 22, 2013.

Site and Operational Plans are valid for six (6) months from the date of the approval letter provided that the building permits are obtained and construction commences prior to the expiration.

The petitioner has submitted for permits and they are ready to be issued, however, the permits cannot be issued until the required Development Agreement and related documents are executed by the property owner and a pre-construction meeting is held pursuant to the May 24, 2013 approval letter. This has been scheduled for December 11, 2013 and permits are expected to be issued on December 11, 2013.

On November 18, 2013, prior to the expiration of the approval, the petitioner requested a six (6) month time extension of the Site and Operational Plans.

Village staff recommends that the Plan Commission grant a six (6) month extension (until May 24, 2014) of the Site and Operational Plans for the proposed Goddard School subject to compliance with the May 24, 2013 approval letter.

BEAR DEVELOPMENT

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

November 18th, 2013

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

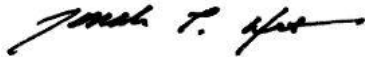
RE: Goddard – 6 month approval extension

Dear Mrs. Werbie-Harris,

The purpose of this letter is to formally request a 6 month approval extension for the proposed Goddard School in Pleasant Prairie. Please place this request on the next available Plan Commission agenda.

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



Office of the Village Community
Development Director
Jean M. Werbie-Harris

VIA EMAIL

May 24, 2013

Mr. Jonah Hetland
Mills Enterprises LLC
4015 80th Street
Kenosha, WI 53142

Dear Mr. Hetland:

The purpose of this letter is to inform you that the Village of Pleasant approved the following requests for the proposed development 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, of Lot 20 of the Westfield Heights Subdivision in the Village of Pleasant Prairie:

- **Comprehensive Plan Amendment (Ord. #13-11)** to amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation from the property (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 Zoning Text Amendments (Ord. #13-12 and #13-13)** 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, and a Zoning Text Amendment to create the specific PUD District zoning regulations for the development.
- **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 to remove an existing access easement and **dedicate a new access easement** to access the vacant property to the west.
- **Conditional Use Permit including Site and Operational Plans and Digital Security Imaging System Agreement and Easement** for the development of property for Goddard School.

The Plans were conditionally approved subject to the following comments and conditions:

COMMENTS:

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 proposes to develop the 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.

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 the community. 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.

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.

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.

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.

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.

2035 Comprehensive Plan Amendment (Ord. #13-11): The Village's 2035 Comprehensive Land Use Plan Map 9.9 was amended to remove the Urban Reserve Designation from the property (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 (Ord. #13-12 and #13-13): The property was 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 was approved to create the specific PUD District zoning regulations for the proposed development.

The PUD Ordinance was 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 PUD requires that public sidewalks be installed within 91st Avenue (as further discussed in the Development Agreement) and a Digital Security Imaging System be incorporated into the development pursuant to Chapter 410 of the Village Municipal Ordinance (as further discussed in the DSIS Agreement and Easement).

Development Agreement: As part of this development and part of the required community benefit for this project, the Village will require public sidewalks (by a Village approved contractor) 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 (by a Village approved contractor) will be relocated (or new trees planted) 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 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 or a 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 agreement as conditionally approved by the Plan Commission on April 22, 2013. 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.

CONDITIONS:

1. **The following conditions relate specifically to the Site and Operational Plans:** 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 LETTER 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. Add a note to the Landscaping Plans that reads: "Street trees shall be planted by a Village approved Contractor. Contact The Village Engineering Department (Steve Wlahovich) to approve the street tree staking prior to planting."
- q. 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.
- r. 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.***

- s. The following comments are from the Village Building Inspection Department:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. This parcel and building shall comply with all requirements of Barrier-Free Design.
 - vii. 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.
 - viii. The electrical contractor(s) (high and low voltage) shall obtain a permit from the Village prior to beginning work.
 - ix. All mechanical contractors shall obtain a permit from the Village prior to beginning work.
 - x. Building plans shall show detail on fire stopping of all penetrations through fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
2. Compliance with Conditional Use Grant Document #13-02. **Attached** is a draft of Conditional Use Permit #13-02 this document shall be finalized and executed prior to the issuance of permits. The owner is responsible for paying the recording and filing fees (\$40.00) to the Village for the Village to record said document at the Kenosha County Register of Deeds Office. **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.**

3. **The following conditions relate 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.)

4. **The following comments relate specifically to the Development Agreement, Plat modifications and dedication of easement:**
 - a. 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.
 - b. 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
 - c. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:
 - i. Proof of ownership and the name of the authorized agent to execute the Development Agreement and other required documents.
 - ii. The original executed easement and plat modification documents.
 - iii. Five (5) approved copies of the approved Site and Operational Plans that include the landscape and public improvement plans and an electronic pdf copy of the 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.**
 - iv. Written approval by the Village Engineer for the Final Engineering Plans, Profiles and Specifications.
 - v. 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).
 - vi. 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.

- vii. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
 - viii. All other related documents required for closing.
 - d. Upon within 60 days of Village Board approval (no later than July 6, 2013) the Village will host a closing to have the Development Agreement and related documents 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.
 - e. 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.**
 - f. 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.
5. Prior to issuance of permits the DSIS Agreement and Development Agreement and related documents (see specific comments related to these agreements above) shall be executed by all parties and all required documents recorded at the Kenosha County Register of Deeds Office.
 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. A copy of the Wisconsin Department of Natural Resources N.O.I. shall be submitted prior to construction.
 9. 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.
 10. 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.

11. 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.
12. 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.
13. 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.
14. 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).
15. Municipal connection fees shall be paid prior to the connections to the sanitary sewer system.
16. 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.
17. 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).
18. All signage shall comply with requirements of Article X of Chapter 420 of the Village Municipal Code.
 - a. 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.
 - b. A permit is required for the installation of any wall signage including the "horse" logo on the wall of the building.
 - c. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
19. 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.\

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

If you have any questions, do not hesitate to contact me directly at the Village Municipal Building at (262) 925-6717.

Sincerely,



Jean Werbie-Harris
Community Development Director

Enc.

cc: Mark Eberle, P.E.
Doug McElmury Fire Chief
Mike Spence, P.E., Village Engineer
Building Inspection Department
Community Development Department

ORD. # 13-11
ORDINANCE TO AMEND
THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
2035 COMPREHENSIVE PLAN
PURSUANT TO CHAPTER 390 OF THE
VILLAGE MUNICIPAL CODE

BE IT ORDAINED by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan is hereby amended as follows:

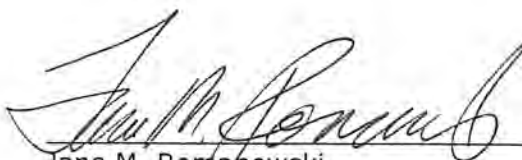
1. To amend the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve designation on Lot 20 of the Westfield Heights Subdivision (Tax Parcel Number 91-4-122-054-0320).
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive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

The Village Community Development Director is hereby directed to record these Amendments to the Comprehensive Plan on the appropriate pages of said Plan and to update Appendix A in Chapter 390 of the Village Municipal Code to include said amendments.

Adopted this 6th day of May, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:


Jane M. Romanowski
Village Clerk


John P. Steinbrink,
Village President

Ayes: 5 Nays: 0 Absent: 0

Posted: 5-7-13

ORD. # 13-12

**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 this Zoning Map Amendment 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 6th day of May, 2013.

VILLAGE BOARD OF TRUSTEES


John P. Steinbrink
Village President

ATTEST:


Jane M. Romanowski
Village Clerk

Posted: 5-7-13

ORDINANCE # 13-13

**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 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 hereinafter 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 (sidewalks and street trees/plantings) 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 wide concrete public sidewalks and street trees/plantings adjacent to the DEVELOPMENT. It shall be the adjacent property owner's responsibility to snow shovel/plow the sidewalks and the plant, trim maintain landscaped areas and replace public street trees/mulch beds as needed.
 - (v) The DEVELOPMENT, including but not limited to, the buildings, signs, fences, 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 owner of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Plan Commission on April 22, 2013 and executed by the owner on [REDACTED], 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 and 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. as approved by the Village.
- (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 building 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 temporarily 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 not 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, wherein 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 6th day of May, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

13- Westfield Heights Commercial 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

Development Agreement
Westfield Commercial Development
My Sunshine Real Estate, LLC
Page 7 of 10

EXHIBIT B

DEVELOPMENT ENGINEERING PLANS AND RELATED DOCUMENTS

Development Agreement
Westfield Commercial Development
My Sunshine Real Estate, LLC
Page 8 of 10

EXHIBIT C

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

Development Agreement
Westfield Commercial Development
My Sunshine Real Estate, LLC
Page 9 of 10

EXHIBIT D

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

Development Agreement
Westfield Commercial Development
My Sunshine Real Estate, LLC
Page 10 of 10

EXHIBIT E

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



DRAFT

VILLAGE OF PLEASANT PRAIRIE CONDITIONAL USE GRANT NO. 13-02

Before the Village of Pleasant Prairie Plan Commission,
Kenosha County, Wisconsin, in regard to the property
located at 7420 91st Avenue.

Return to:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Numbers:

91-4-122-054-0320

Legal Description: Lot 20 of the Westfield Heights Subdivision, as recorded at the Kenosha County Register of Deeds Office as Document No. 1469350 and 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, County of Kenosha, State of Wisconsin.

WHEREAS, the Zoning Code and Zoning District Map of the Village of Pleasant Prairie, pursuant to State Statute, provides that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the Village of Pleasant Prairie as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

WHEREAS, such petition having been made for the construction and site improvements on said property for the development of Goddard School, a facility that educates and cares for infants, toddlers and preschool children ranging from six (6) weeks to six (6) years of age; and

WHEREAS, a public hearing held thereon, and the Village Plan Commission having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, that the grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance. Specifically, based upon the information presented at the public hearing, and in particular the memorandum from the Village Fire & Rescue Department, the project meets the following standards for granting a Conditional Use Permit in that the project/use:

- 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.

NOW THEREFORE, a Conditional Use Permit is granted, subject to compliance with the terms and conditions hereinafter stated for the construction and site improvements on said property for the development of Goddard School, a facility that educates and cares for infants, toddlers and preschool children ranging from six (6) weeks to six (6) years of age:

1. Compliance with the Site and Operational Plans as conditionally approved by the Village Plan Commission on April 22, 2013 on file with the Village.
2. Compliance with the **attached** comments dated March 11, 2013 from the Village Fire & Rescue Department
3. Compliance with the Westfield Heights Commercial Area Planned Unit Development, as may be amended from time to time.
4. Compliance with the Development Agreement entered into between the Village and **My Sunshine Real Estate, LLC**, on file with the Village, for the required public improvements (sidewalks and street trees/plantings) to be installed and maintained.
5. Compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Plan Commission on April 22, 2013 on file with the Village.
6. 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.
7. 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.
8. 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.
9. 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.
10. The owner shall comply with all provisions of the Site & Operational Plan approvals, including compliance with the Village Performance Standards.
11. At no time shall the site be used to sell or advertise any vehicles that are "for sale".
12. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes (including pumper pad space) or on landscaped areas.
13. 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.

14. No trucks, trailers or cars shall be parked in a manner that would constitute advertising of a business on the properties.
15. There shall be no outdoor storage of materials or equipment on this site, unless specifically approved by the Village.
16. 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.
17. 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.
18. Each handicapped parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.
19. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
20. This Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land.
21. This 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.

Granted by the action of the Village of Pleasant Prairie Plan Commission this 22nd day of April 2013.

ATTEST:

Thomas W. Terwall
Plan Commission Chairman

Donald Hackbarth
Secretary

[Owners signature on following page]

OWNERS: _____

Name:

Title:

ACKNOWLEDGMENT _____

STATE OF _____)

SS

_____ COUNTY)

This instrument was acknowledged before me in _____

(city) _____ (state), on this _____ day of

_____, 2012 by _____

(name and Title.

Print Name: _____

Notary Public, _____ County, _____

My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:

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



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.

**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-pixelated 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, or 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]**

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.

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,

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

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, or 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)

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:

EXHIBIT A

Legal Description of Landowner's Property

- C. Consider **Plan Commission Resolution #13-10** to initiate zoning text amendments related to non-metallic mining regulations.

Recommendation:

Village staff recommends that the Plan Commission approve Resolution #13-10 as presented.

**VILLAGE OF PLEASANT PRAIRIE
PLAN COMMISSION
RESOLUTION #13-10
TO INITIATE ZONING TEXT AMENDMENTS**

WHEREAS, the Plan Commission may initiate a petition for amendments of the Zoning Ordinance, which may include rezoning of property, change in Zoning District boundaries, or changes in the text of said Ordinance.

WHEREAS, the Village staff is proposing to re-evaluate the Village's non-metallic mining regulations related to pending changes to State regulations.

NOW THEREFORE, BE IT RESOLVED, by the Village Plan Commission, as follows:

1. That the Village Plan Commission hereby initiates and petitions to re-evaluate and amend non-metallic mining regulations related to pending changes to State regulations; and
2. That the proposed changes in the Zoning Text are hereby referred to the Village staff for further study and recommendation; and
3. That the Village Plan Commission is not, by this Resolution, making any determination regarding the merits of the proposed changes in the Zoning Text, but rather, is only initiating the process by which the proposed changes in the Zoning Ordinance Text can be promptly evaluated.

Adopted this 9th day of December 2013.

ATTEST:

VILLAGE OF PLEASANT PRAIRIE

Donald Hackbarth
Secretary

Thomas W. Terwall
Plan Commission Chairman

10--non-metallic mining amendments