

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
JUNE 24, 2013**

AGENDA

1. Call to Order.
2. Roll Call.
3. Consider the Minutes of the May 13 and 28, 2103 Plan Commission meetings.
4. Correspondence.
5. Citizen Comments.
6. New Business.
 - A. Consider the request of James Ablan agent for Center 50, LLC owner, for the approval of **Site and Operational Plans including approval of the Digital Security Imaging System and Access Easement** for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be known as Center 50.
 - B. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS** for the request of James Ablan agent for Center 50, LLC owner, for the proposed redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues. Specifically, to rezone the property by adding a PUD, Planned Unit Development Overlay District on the property that is currently zoned B-2, Community Business District and a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed redevelopment of said property to be known as Center 50.
7. Adjourn.

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

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

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
May 13, 2013**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on May 13, 2013. Those in attendance were Thomas Terwall; Donald Hackbarth; Wayne Koessler; Andrea Rode (Alternate #2); Jim Bandura; John Braig; Larry Zarletti; and Judy Juliana (Alternate #1). Michael Serpe was excused. Also in attendance were Mike Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Tom Shircel, Assistant Village Administrator; and Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER THE MINUTES OF THE APRIL 22, 2013 PLAN COMMISSION MEETING.**

Larry Zarletti:

Mr. Chairman, move approval.

Wayne Koessler:

Second.

Tom Terwall:

IT'S BEEN MOVED BY LARRY ZARLETTI AND SECONDED BY WAYNE KOESSL TO APPROVE THE MINUTES OF THE APRIL 22, 2013 PLAN COMMISSION AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- 4. CORRESPONDENCE.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, I have a public notice informational meeting related to road improvements for 39th Avenue from 97th Street to 104th Street. There's

going to be an informational meeting at the Pleasant Prairie Village Hall from 4:30 to 6:30 p.m. on Thursday, May 23rd. And you're all invited to attend if you'd like to provide any input or comments.

Tom Terwall:

Thank you. And that's the extent of correspondence?

Jean Werbie-Harris:

Yes.

5. CITIZEN COMMENTS.

Tom Terwall:

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

Jean Werbie-Harris:

Mr. Chairman, I have one matter under citizen comments. Actually our Village Engineer brought it to my attention just now. There is also a public informational meeting this Thursday from 4:30 to 6:30 at the Wruck Pavilion out at Prairie Springs Park. And this is for the park and ride lot informational meeting. It's a park and ride that's proposed to be constructed in Prairie Springs Park just off of Terwall Terrace and 165 across from the RecPlex. So, again, that's an informational meeting 4:30 to 6:30 this Thursday.

Wayne Koessl:

The time again?

Jean Werbie-Harris:

This Thursday, May 16th.

6. NEW BUSINESS

A. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Mike Dilworth agent for Courtyard Junction Ltd., to amend The Courtyard Junction Condominium Planned Unit Development to remove the requirement that requires "at no time shall more than 20% of the completed units be rented as individual apartments" for the properties located at 5732, 5744, 5766, 5788, 5812, 5822, 5846, 5906, 5920 80th Street.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the Audience, this is a text amendment request at the request of Mike Dilworth, agent for Courtyard Junction Ltd., to amend The Courtyard Junction Condominium Planned Unit Development to remove the requirement that requires at no time shall more than 20 percent of the completed units be rented as individual apartments for the properties located at 5732, 5744, 5766, 5788, 5812, 5822, 5846, 5906, 5920 80th Street in the Village.

In February 2008, Courtyard Junction converted Courtyard Junction Apartments to condominiums. Courtyard Junction Apartments and the associated infrastructure was constructed in 1996. It includes seven 12-unit buildings and two 6-unit buildings for a total of 96 units that range in size from 1,135 square feet to 1,193 square feet on an 11.02 acre property. All units have individual entrances and two bedrooms and a one car attached garage which allows them to be easily converted from apartments to condominiums.

As a part of that conversion the Village Board adopted Ordinance08-08 to create the specific PUD requirements for this development. Section c (vi) of the Courtyard Junction Condominium Planned Unit Development ordinance states that:

Each unit within the condominium development shall be occupied and used only as an owner occupied residence. The term owner occupied shall mean that each unit shall be occupied by one of the following: (a) a unit owner who is a natural person; (b) the equitable beneficiary of a unit owner that is a trust; (c) the shareholder, member or partner of a unit owner that is an entity provided that such occupancy is without charge and is not in the nature of a transient tenancy; or (d) a member of the immediate family or a unit owner who is a natural person and is residing with the unit owner.

The term immediate family is limited to parents, grandparents, children grandchildren, siblings, or in-laws. Notwithstanding the foregoing, any unit which is owned by declarant may be rented as an individual apartment for a period of no less than one year; provided, now this is the statement that they're looking for the amendment from, provided however that at no time shall more than 20 percent of the completed units be rented as individual apartments. And then the paragraph continues.

At the time of the conversion, their goal was to sell all 96 units within two to three years. However, shortly after the conversion, the economy and the real estate market began a downward turn. By November 2010 sales were at a standstill with only 24 of the 96 units conveyed to condo owners. To date 72 units are still unsold and are owned by Courtyard Junction, and these units are also being rented right now.

The petitioner is requesting that the Courtyard Junction Condominium Planned Unit Development be amended to remove the requirement that requires that at no time shall more than 20 percent of the completed units be rented as individual apartments. Currently there are 53 legal but non-conforming rental units in the condominium development. The way the ordinance is written currently, only a total of 19 units or 20 percent of the 96 units would be allowed to be rented.

On December 3, 2012, a special condo association meeting was held by Courtyard Junction to obtain feedback and to vote to amend the condominium declaration from a 20 percent rental cap to allow an unlimited number of rentals. Six or 25 percent of owners were present and voted favorably to amend the declaration based on the following information:

1. Courtyard Junction remains as condominiums and not convert back to apartments.
2. Association enforces the rules. The bylaws can be enforced by the Association as a third party to lease. The association has the right to evict a tenant or terminate a lease should a violation continue ten days after a written notice. Courtyard Junction has continued to have a peaceful coexistence between tenants and owners.
3. A void becoming a fractured development. By allowing the declarant or potential investor to rent the 72 unsold units to meet financial obligation to the association, monthly condo fees for 72 unsold units total \$10,000, many condo associations have seen increasing condo fees or special assessments. Courtyard Junction continues at the same monthly fee with adequate funds in its reserve. Amending the declaration will also allow existing condo owners the opportunity to rent their unit if unable to sell and thus reducing potential foreclosures.

Pursuant to the application, within the last five years, banks have foreclosed on many developers and homeowners. As a declarant, Courtyard Junction is experiencing similar pressures by the bank to now consider selling the remaining 72 units to an investor in order to pay-off the mortgage balance as it is uncertain how long it will take for the market to recover. A potential investor will have to pay \$3,000 a unit towards the exterior building improvement fund, \$216,000 to the association. In summary, there would then be a total of approximately \$288,000 in the exterior building improvement fund plus reserves.

In addition, I provided a copy of a staff report that was prepared by our Village Assessor, Rocco Vita, to help put some additional perspective with respect to what their request is. With that I'd like to continue the public hearing and see if the petitioner would like to add any additional comments.

Tom Terwall:

Is the petitioner present?

--:

Yes.

Tom Terwall:

Would you care to add anything?

[Inaudible]

Jean Werbie-Harris:

I think you should come up to the microphone, though, and introduce yourself as they may have some questions.

Paulann Phillips:

My name is Paulann Phillips. I work for Mike Dilworth. I'm representing him this evening. I also am a board member of Courtyard Junction. So I've been involved with Courtyard from the day it was changed from apartments to condominiums. And as Jean has mentioned the market has changed so much, and in the information that you received from Rocco it shows that as a condominium development, which we would like to continue it to be, it still has the same amount of value. And with the association turned over to the condo owners they still have the final say so. And we've been very fortunate, Sarah is our property manager, everybody has been getting along very well, the tenants and condo owners. And if we would like to sell Courtyard Junction to an investor it's so important that this get waived for his sake and also for the existing condo owners that wish to rent out their units because of a job transfer or what it may be.

Tom Terwall:

At the meeting you had with the condos owners you said there were six that supported. What was the total number in attendance.

Paulann Phillips:

Six.

Tom Terwall:

Okay, and so nobody opposed it?

Paulann Phillips:

No.

Tom Terwall:

And you haven't had any input from the other condo owners then other than those six?

Paulann Phillips:

That is correct. We had sent out information about the meeting. We had asked if they would attend, and obviously they were not there.

John Braig:

I was going to ask how the meeting was noticed.

Tom Terwall:

Go ahead, Larry.

Larry Zarletti:

I certainly understand what's happening in the market, and I don't have a problem with lifting this restriction for those who may get foreclosed on. I've seen many situations like that in my current job where if they could have rented for a while they could have avoided foreclosure. My question would be to just unlimit the number of rentals do we have anything in place or any protection, this would be to staff, regarding if an investor did buy it with this restriction lifted he could just rent all day all the time forever more. I would be more apt to want to support something that said if you, in fact, send a hardship letter that you're having difficulties and are going to be foreclosed on that you could then lift it. But to across the board make an unlimited amount of units that can be rented, and if an investor were to buy it, it's possible that they could all be rented. I don't understand that.

Jean Werbie-Harris:

And I guess I just have to reiterate right now that all of the remaining units, the 72 units, they're all being rented now. They're just legal nonconforming because they never went into owner occupied status. So they are all being rented and it's legal but it's nonconforming. The 24 units that are owner occupied none of them can rent because they are owner occupied, and it's exceeding the 20 percent. So they don't even have the right as a nonconforming to rent because they don't even have that option.

Paulann Phillips:

May I add that this would stay as a condo development so the investor would still have to pay a monthly condo fee for each of the unsold units.

Tom Terwall:

And is the current owner paying those fees now?

Paulann Phillips:

Yes, we are.

Tom Terwall:

John, you had something you wanted to add?

John Braig:

I agree with Mr. Zarletti with one exception. Under normal condominium procedures for this group if somebody makes a commitment to restrict rentals 10 or 20 percent I would expect to hold them to that all the time. But this originally was a rental unit, this facility. So if worse

comes to worse it's just going back to what we approved initially, and that influences my thoughts. So I can support the exception.

Wayne Koessl:

I agree, Mr. Chairman. I think we should support the Village staff recommendation. The market is still in pretty dire straights. And I can't see putting further encumbrance on them.

Tom Terwall:

I'm not going to support this. As a condo resident myself we have zero rental units permitted. Only the owner or an immediate relative is allowed to live there. And I think as protection to the people that bought with the stipulation that there was going to be a maximum of 20 percent of the units to be rented now we're saying that all of them can be rented. I'm a little disappointed that only six condo owners showed up at the meeting. But I still feel that as a member of the Plan Commission I have an obligation to support their investment. Wayne?

Wayne Koessl:

Can I ask through the chair to the person at the mic how did you notify the condo owners?

Paulann Phillips:

We sent out a special meeting notice to them to attend the meeting.

--:

Via mail to everybody.

Wayne Koessl:

Alright, so six cared about it and the others really didn't care.

--:

And to be honest with you we just had our annual meeting a week ago and four people showed up at our annual meeting. And, again, we mailed out notices and things of that nature.

Wayne Koessl:

Any more questions?

Tom Terwall:

Is there anybody else in the audience wishing to speak on this matter? Anybody else? Hearing none I'm going to close -- nothing else further? Go ahead, Jim.

Jim Bandura:

Just a couple quick questions. Jean, this is an overall for the -- this is specifically for this development that we're changing it, correct?

Jean Werbie-Harris:

This would only be for this development. While it might be similar to another condominium development, the circumstances are not the same. The facts of this particular case need to weigh into your decision as to it being a full rental development first then converting to condo, then only 24 being sold, 72 still are rental. So I mean all these facts need to be taken into consideration for this particular project.

Jim Bandura:

One other issue I noticed that page 54 out of the 368 pages here it mentions St. Catherine's Hospital. Page 54, the ordinance to amend Courtyard Junction, and it goes on to say be it ordained by the Village Board --

Jean Werbie-Harris:

That's a typo.

Tom Terwall:

Jean, the subdivision at the intersection of Old Green Bay Road and -- what is this, is it 165?

Jean Werbie-Harris:

165 there's two developments that are condominium developments at that corner. One is Vintage Park that's undeveloped and Meadowlands to the north.

Tom Terwall:

But Meadowlands didn't that begin as rental as well?

Jean Werbie-Harris:

That's correct.

Tom Terwall:

And is that now 100 percent owner occupied?

Jean Werbie-Harris:

It was 100 percent owner occupied, but then they rented up to 20 percent.

Tom Terwall:

And that's still in effect there then, 20 percent max?

Jean Werbie-Harris:

They have a 20 percent max in their development as well.

Tom Terwall:

Okay, anything further? Mike?

Mike Pollocoff:

One thing you may want to consider in evaluating the proposal and the staff's recommendation is that if you decide to do this I think this should be viewed as a non-precedent setting decision. It really reflects the covenants of the condominium plat that isn't before you now. I think one of the critical aspects is that the condo plat stays intact because there are people who bought real estate and premised on the fact that it's going to be what it's going to be. There are, and to be honest with you I think you'll see more people coming to do this where you have a developer that might have a large number of units that is dealing with it. And probably given the bad economy there's a lot of people holding condo mortgages that would like to be able to lease them out if they can't do it. I'm not sure we want to get into a case where we're doing a case-by-case evaluation of whether a hardship or not exists. But I really think in doing this one based on the facts that are before us in the motion it should be stated that the Commission, if you do in fact do this, should be considered this is not a precedent. We don't believe we're setting precedent, and it's not our intent to do that in this case.

John Braig:

To the staff, does the Village or this Commission incur any liability by changing the rules we approved initially?

Mike Pollocoff:

No, I don't believe you do. It's part of the covenants. They're asking for the covenants to be released. So I really think the greater liability is if we were to change the plat, alter the condominium plat. I know I don't think either Jean or I would recommend that once that plat is established. But the fact that it was a rental and it defacto is still a rental given a small number of units, it is what it is.

Paulann Phillips:

May I just say something. We also owned 120 units at Lexington Village which is two miles west of Courtyard Junction. We converted that August of 2006 prior to the downward spiral of the market. We did very well with that. And because of that it was our intention then to convert Courtyard Junction from apartments to condominiums. We would not have done so if the success

wasn't there with Lexington Village. We thought that would be good for the community. And unfortunately none of us have a crystal ball to know what the future holds.

John Braig:

Are there any unsold units at Lexington Village?

Paulann Phillips:

No. We were sold out I think March of 2008. I think that was our last unit.

John Braig:

Because I see there must be at least a half a dozen.

--:

Yeah, they're resales. The original developer was 100 percent sold out to owner occupied.

John Braig:

Thank you.

Tom Terwall:

Anything further? Go ahead, Larry.

Larry Zarletti:

Just a comment. We are a Village that takes great pride in having people follow the rules. And I appreciate the fact that staff is willing to be flexible in a situation that needs special attention. I would move approval of this, Mr. Chairman, also having a comment that it is non-precedent setting.

Tom Terwall:

Is there a second?

Wayne Koessl:

I'll second.

Tom Terwall:

IT'S BEEN MOVED BY LARRY ZARLETTI AND SECONDED BY WAYNE KOESSL TO APPROVE THE REQUEST WITH THE STIPULATION THAT THIS NOT BE CONSIDERED PRECEDENT SETTING. ALL IN FAVOR SIGNIFY BY SAYING -- JEAN?

Jean Werbie-Harris:

Did you also want to include in there that this remains a condominium development?

Larry Zarletti:

Yes.

Wayne Koessl:

Yes.

Tom Terwall:

Yes. All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? Aye. I'm opposed. Thank you.

Paulann Phillips:

Thank you very much.

Tom Terwall:

Item B, consider the request of John Burroughs. You want to take B and C together, Jean?

Jean Werbie-Harris:

B, C and D.

John Braig:

So moved.

Tom Terwall:

MOTION BY JOHN BRAIG TO COMBINE ITEMS B, C AND D WITH ONE PUBLIC HEARING AND THREE SEPARATE VOTES. IS THERE A SECOND?

Jim Bandura:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- B. Consider the request of John Burroughs, agent for Majestic Realty, Co. owner of the vacant 91-acre property generally located approximately ¼ mile south of Bain Station Road on the east side of 88th Avenue for the Site and Operational Plan approval for the proposed 1.2 million square foot warehouse and distribution facility to be known as Majestic Badger Logistic Center.**
- C. Consider the request of John Burroughs, agent for Majestic Realty, Co. owner of the vacant 91 acre property generally located approximately ¼ mile south of Bain Station Road on the east side of 88th Avenue for approval of a Certified Survey Map for the proposed 1.2 million square foot warehouse and distribution facility to be known as Majestic Badger Logistic Center.**
- D. PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENT for requests of Adam Artz, P.E. with Pinnacle Engineering Group, agent for Majestic Realty Co. owner of the vacant 91 acre property generally located approximately ¼ mile south of Bain Station Road on the east side of 88th Avenue for the proposed 1.2 million square foot warehouse and distribution facility to be known as Majestic Badger Logistic Center for a Zoning Map Amendment to add a PUD Planned Unit Development Overlay District on the property (the existing underlying zoning districts will remain); and a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed development of said property.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, Item B is to consider the request of John Burroughs, agent for Majestic Realty, Co. owner, of the vacant 91 acre property generally located approximately one quarter mile south of Bain Station Road on the east side of 88th Avenue for the Site and Operational Plan approval for the proposed 1.2 million square foot warehouse and distribution facility to be known as Majestic Badger Logistic Center.

Item C, consider the request of John Burroughs, agent for Majestic Realty, Co. owner of the vacant 91 acre property, again, located approximately one quarter mile south of Bain Station Road on the east side of 88th Avenue for approval of a certified survey map for the proposed 1.2 million square foot warehouse and distribution facility to be known as Majestic Badger Logistic Center.

And Item D, public hearing and consideration of a zoning map and zoning text amendment at the request of Adam Artz, P.E. with Pinnacle Engineering Group, agent for Majestic Realty Co. owner, again, for that 91 acre property located about a quarter mile south of Bain Station Road on the east side of 88th Avenue for the proposed 1.2 million square foot warehouse and distribution facility. And this would be for a zoning map amendment then to add a PUD or a Planned Unit Development Overlay on the property. The existing underlying zoning districts would remain, and a zoning text amendment to create the specific PUD District zoning regulations for the proposed development of the property.

These items are all related and will be discussed at the same time, however separate action is required by the Plan Commission.

The petitioner is requesting several approvals for the development of an approximately 91 acre property generally located one quarter mile south of Bain Station Road on the east side of 88th Avenue for a 1.2 million square foot warehouse/distribution facility to be known as Majestic Badger Logistic Center

The Village had been working with the developer for several months and to date the following approvals have been obtained for this project:

1. October 15, 2012, the Board of Trustees approved the following requests related to the property. And, again, the property is identified as Tax Parcel Number 92-4-122-162-0301 in the Village.
 - A comprehensive plan amendment was approved Ordinance 12-33, and this was to amend the 2035 Comprehensive Plan and to amend a portion of the Pleasant Farms Neighborhood Plan.
 - Conceptual Plan was conditionally approved by the Board. Again, this was for the 1.2 million square foot warehouse/distribution facility.
 - Zoning text and map amendments, Ordinance 12-34 which was also approved on October 15, 2012. This was to rezone a portion of the property at the very north end that was zoned A-2, General Agricultural District, and place it into the M-2, General Manufacturing District. Portions of the property within the 100-year floodplain are zoned FPO, Floodplain Overlay District, and the wetlands are identified as the C-1, Lowland Resource Conservancy District. Again, they are remaining unchanged at this time.
2. Floodplain boundary adjustment was conditionally approved by the Plan Commission on April 8, 2013, but it had not been yet considered by the Village Board since the plans needed some modification and approval from the DNR. Some of this is still pending, so

the floodplain boundary adjustment proposes to remove approximately 98,173 cubic feet of floodplain and to create approximately 99,144 cubic feet of floodplain to compensate for the floodplain being filled. Again, this is to compensate for the floodplain being filled.

At this time the petitioners are requesting approval of site and operational plans, a certified survey map and a zoning text and map amendment for the construction of a 1,180,480 square foot warehouse/distribution facility. Over 25 percent of the site will remain as open space which includes landscaped areas around the perimeter of the building and parking and other areas that are being used for stormwater management facilities as well as preservation of the 100-year floodplain.

At this time there is no defined user for the building; however the owners are requesting final site and operational plan with anticipation that the building will commence construction later this summer. Just as we indicated previously, once a tenant comes in and they occupy 50 percent or more of this building they will also need to come back to the Plan Commission for site and operational plan. If it's a use that requires a conditional use they would have to come back to get that special use permit from the Plan Commission.

The site has been designed so that the building can be easily divided into as many as four tenants spaces or portions of the building. The building design is a cross dock facility with trailer storage as indicated on the plans. The design provides for secured truck courts in the event that future tenants require that feature. Majestic has coordinated closely with the Village to provide ongoing access to the Village's sanitary sewer line that runs through the site and a Village sanitary sewer easement. Landscaping has been designed to provide screening where appropriate. The project also includes minor floodplain boundary adjustment that would facilitate the development of this site.

With respect to the wetlands, the wetlands were field delineated on the site in 2008 by Wetland and Waterway Consulting, and they were approved by the Wisconsin DNR on December 19, 2008. The wetland areas are shown on the CSM within Wetland Preservation and Protection, Access and Maintenance Easement. Legal descriptions of the Wisconsin DNR approved wetland delineations shall be shown on the CSM.

For shorelands, Jerome Creek is located adjacent to the property as you can see to the east. This Creek has been determined to be a navigable waterway. The location of the ordinary high water mark shall be field identified by the DNR and shown on the plans and the CSM with a legal description. The plans shall also show the location of the 75 foot ordinary high water mark setback and the 300 foot shoreland jurisdictional area. Any work within 75 feet of the ordinary high water mark will require approval of a stipulated shoreland permit, and any work within 300 feet may require additional permits like Chapter 30 permits from the Wisconsin DNR.

With respect to the floodplains, the location of the 100-year floodplain associated with Jerome Creek shall be field delineated pursuant to the DFIRM Map panel 191D dated June 19, 2012 and the associated table for the Jerome Creek which identifies the 100-year floodplain elevations. As noted above, the floodplain boundary adjustment was conditionally approved by the Plan Commission on April 8, 2013, but it has not yet been considered by the Village Board since the plans needed to be modified, and the approval from the Wisconsin DNR is still pending. As

indicated, they are doing a cut and fill analysis to fill a portion, a very small portion, of the floodplain, and then they'll be creating some additional floodplain. The 100-year floodplain area after the amendment will be shown as a Floodplain Preservation and Protection, Access and Maintenance Easement on the CSM.

With respect to woodlands, a tree survey has been completed along the north property lines and the trees in this area will be preserved. The woodland areas to be protected and located will be in a Woodland Preservation and Protection, Access and Maintenance Easement on the CSM. When I say the north property lines there is some wooded areas that are located in this area. Again, north is this direction, adjacent to the Kenosha County Cemetery we'd like to see some of those preserved. And then this is the other area that I was talking about adjacent to the north property line. There's a number of trees in that area that actually share right on the common lot line. And we would like to see those particular trees preserved and protected as well.

Don Hackbarth:

There are trees to the south, too, aren't there?

Jean Werbie-Harris:

Well, there are a number of trees in this area, but that's all designated as wetland so they're not touching anything within those particular areas. And, again, the floodplain area and such over here there is probably trees in this area, and they are not able to do any work in those areas either.

Wayne Koessler:

I think the south trees are around Lakeview Tech property if I remember right.

Jean Werbie-Harris:

There are a number of oak trees that are on their property as well, that's correct. With respect to building setbacks, the M-2 District requires that the building meet the following minimum setback requirements:

- Street setback: minimum of 65 feet from CTH H.
- Side and rear setback: 45 feet minimum.
- Shore setback: 75 feet minimum from the ordinary high water mark of Jerome Creek.
- There is no setback to the 100-year floodplain; however no structures are to be located within the 100 year floodplain.

For the parking areas industrial area parking setback: As part of the PUD the staff is recommending that there be a minimum of 90 feet at this location and a minimum of 70 feet, and this is an automobile parking lot, this is more of a trailer parking lot, but we want 90 here and 70 here. The parking setback here is approximately 20 feet, and along the west line adjacent to the right of way of 88th Avenue there will also be a 20 foot setback at that location as well.

The other thing that we needed to have specific language for which we do and that addressed that parking areas shall not be located within any easements unless express written approval is granted by the Village. And we do have some areas that we're accessing through in order to get to that sanitary sewer maintenance path or trail, and we'll be accessing through parking spaces. So we will need to make sure that those parking spaces are clearly delineated, cross-hatched or somehow marked so that once a year or twice a year, whenever public works does need to get into the sanitary sewer for maintenance and such, that they are able to get into those particular spaces.

And one of the things I guess I did want to show you is that there is a sanitary sewer line that runs kind of through the property, and then it kind of runs right adjacent to this property to the east and then runs all the way and continues to the north. And I think we're going to mention it in a few minutes, but there is a gravel path, a 14 foot wide gravel path for the most part that the developer is going to be installing so that public works has access with their [inaudible] truck to get to these sanitary manholes for maintenance and cleaning.

With respect to site access and parking, a traffic impact analysis or a TIA has been prepared by the developer's consultant and reviewed by the Village and Kenosha County. A copy of the consultant's recommendations indicates that both deceleration/acceleration lanes and by-pass lanes need to be installed by the Majestic's developer as part of this large development. A copy of the summary is attached to this memorandum. Oh, we didn't attach it. We do have the executive summary for the TIA, and we can provide that to you.

In addition, the Village's engineering department is completing a TIA to address the Village's transportation system for the network of roadways in this area. There are some other projects in proximity to this development that are meeting with the Village and are looking for potential development. As a result, the Village staff has decided that we are going to take a look at the Village's transportation system, and we are working on a TIA as well. So what that means is that we're not just looking at this particular one development, we're looking at all the developments in this particular area and in the areas that are adjacent, the intersections that are adjacent to this project such as Bain Station Road and 88th Avenue, 95th Street and 88th Avenue, some of the other nearby intersections.

What the Village wants to do is put together a detailed transportation improvement fee to be assessed and to be paid by each development. For example, if this development is the first one, the capacity is probably adequate for the very first development. But then after that development is in the next one might require the roundabout to be constructed at Bain Station Road and at 88th Avenue. And so in order to make it fair for all of the developments that are developing in that area we're going to be asking for and we're going to be putting together a transportation improvement fee basically to have each development pay their fair share for these offsite improvements, similar to what Ashbury Creek did with respect to their development. They paid for offsite improvements with respect to Bain Station Road and some of the adjacent roads for the eventual widening or the eventual improvement for these public improvements related to transportation. The Village engineer is working on this right now. He hopes to have this done sometimes later this spring. So we will have a good idea as to the contributing factor for this development and each of the subsequent developments in this particular area.

Employee, client, visitor vehicular and secondary truck access to the site will be from two driveways on 88th Avenue. The northern entrance will be south of the cemetery. The southern driveway will be located north of the proposed retention facility approximately 900 feet north of the south property line. So there will be two points of connection. And, as you know, we did do an updated neighborhood plan last fall, and we made some adjustments to the future public roads on the west side of 88th Avenue in that long range neighborhood plan so that the roads will line up with the constructed driveway entrances for Majestic.

All parking areas and maneuvering lanes, fire lanes including the truck court, shall be improved with concrete vertical curb and gutter. The plan includes 283 automobile parking spaces, 22 handicapped accessible parking spaces and 461 trailer spaces. The truck court faces west at 88th Avenue and east toward the Pleasant Prairie Power Plant. The number of total parking spaces we had done a number of calculations based upon our current ordinance requirements for manufacturing and warehousing. When a very specific user is brought to the table for this development we will re-evaluate the parking at that time. But at this point they are putting in the minimum parking spaces that I just discussed.

With respect to public sanitary sewer and water, the development shall be served by public sanitary sewer and water. Municipal water is located in 88th Avenue and public sanitary sewer is located within an easement on the site. The location of the parking areas, fire lanes and maneuvering lanes may be allowed over the existing sanitary sewer easement subject to certain conditions. Easement language has been added to the CSM that specifies access and maintenance responsibilities. It is important to note that the Village must be able to obtain easy access to and over the sewer main for maintenance purposes. Again, it's the intent that Majestic will be constructing this maintenance path. They will be maintaining this maintenance path, and the Village needs to be able to have easy access to get to our system to be able to maintain it.

With respect to open space, stormwater retention and landscaping, the M-2 District requires that at a minimum, 25 percent of the site must be open space. Within the amount of 100-year floodplain and the proposed stormwater facilities it appears that there is more than 25 percent of the site that remains in open space. However, we do need to have an exact calculation provided by them. Peggy says we just received that late on Friday. I have not seen that information. The retention basin edge will need to be a minimum of 20 feet setback to the County Trunk Highway H right-of-way. And, as you know, they're dedicating additional right-of-way up to 60 feet from center of Highway H for right-of-way for the future widening and improvements of the highway.

The truck dock areas adjacent to 88th Avenue will be extensively screened with a combination of berms and evergreens and other more dense-like landscaping features as well as fencing. Landscaping and fencing shall be installed to screen the site from the adjacent highway, the bike trail and existing residential and future residential development. So, as you know, our neighborhood plan does show future residential to the west. It's a little hard to see on this unless you blow it up, but there is a repeating pattern of berming and landscaping and fencing along that west line there adjacent to their facility. In addition, they'll be required to plant street trees adjacent to 88th Avenue. They'll need to submit a detailed tree plan. They'll have to use pre-approved Village contractors, and they'll have to submit insurance certificates and such for the public street trees in 88th Avenue.

With respect to the zoning map and text amendment, the current M-2, General Manufacturing, C-1, Lowland Resource Conservancy District and the FPO, Floodplain Overlay will remain unchanged on the property. The property will be rezoned to include a Planned Unit Development (PUD). A zoning text amendment is also going to be created and has been which identifies the specific PUD zoning regulations for the development.

The dimensional variation that they are looking for is from Section 420-47 L of the zoning ordinance which requires 20 foot hard surface parking setback. The maneuvering lane at the southeast corner, it's identified as the circle right here, is not 20 feet. It's a zero setback to the eastern property line. But the property to the east is a 250 foot wide property owned by Wisconsin Electric Power Company. And then it's adjacent to the CP Railway. So there really are no other immediate users in this vicinity. Again, we've got a great deal of open space, and then we've got the railroad and then we've got the power plant.

In consideration for this dimensional variation, the Village will require that a gravel access path or roadway over on top of the public sanitary sewer shall be installed and maintained by the developer, and that the setback for the passenger car parking, again on this north end, to be increased to 70 feet and the trailer parking should be increased to 90 feet because that area is adjacent to residential development to the north.

And the last item related to this project is the certified survey map. A CSM will be required for the site development. The CSM must identify the dedication of additional right-of-way or the dedicated public street along County Trunk Highway H. A minimum of 60 feet from center line is being dedicated. In addition the following easements need to be clearly reflected on the fact of the CSM as well as in the text: Stormwater management facilities, retention ponds easement, relocation or expansion of public sanitary sewer, access and maintenance easement as well as the existing easement, landscape berm and plantings access and maintenance easement along County Trunk Highway H, the wetland preservation and protection, the floodplain preservation and protection and the woodland preservation and protection. All those easements shall also be reflected on the CSM. The language is there as we had initially drafted it. There are a few corrections that I have to that language.

With that the petitioner is represented by the owner from California as well as Adam who is their engineer. And I'd like to continue the public hearing, and if they'd like to make some initial comments or additional comments or provide us an update of where they are with the project that would be helpful.

Tom Terwall:

It's all yours gentlemen.

Taylor Talt:

Mr. Chairman and members of the Board and staff. My name is Taylor Talt with Majestic Realty, one of the development partners. And Adam will talk specifically to what is being requested tonight for approval. Over the last several months we've been working with the staff and have now responded to two RFPs for large potential users for this site. There's a third one that is a timing issue for us, but we're going through the process right now. They need to be

under the roof by early spring of '14. So we're actively out there. We've been working closely with KABA and some of the leaders up here. And we see that there is a lot of interest and action from tenants not only in the Chicago area that are looking to move north but in other surrounding states as well. And with that, if you have any questions for me I'll stay.

Tom Terwall:

One question. Do I not see a sign on that property that the 91 acres is for sale? Is that the case or is it not?

Taylor Talt:

It's not the case. We are moving forward with developing that property for an AA tenant. So it might just be one of our standard marketing signs where it says for lease or sale. But, no, at this point we're planning on doing a build to suit for a tenant.

Tom Terwall:

Thank you.

John Braig:

Are you familiar with all the conditions as outlined by the staff?

Taylor Talt:

I am, and I have just one. On the additional setbacks over on the north side of the site, the 70 and 90 feet, we've worked to provide some berm and some greenery to protect that area. So it's the first I've heard about those new setbacks, but we will take it into consideration and see how it affects how we are laying out our parking for both our trailer parking and our employee parking.

Jean Werbie-Harris:

What I can tell you is that the parking lot as measured and as noted is 68 foot 10 inches for the one, and then it scales 90 on three of the maps, and it does not scale that on some of the others. So I'm not sure on some of them if they might have added some additional trailer court parking. But in my mind I think that we need to maintain a greater setback especially adjacent to the resident. And the public hearing is open, correct?

Tom Terwall:

Yes. The floor is yours.

Adam Artz:

Adam Arts; Pinnacle Engineering, Brookfield, Wisconsin. What you're seeing up here is a conglomeration of a bunch of documents that we've sent through over a kind of a phased approach here for the past three to six months here. The original intent was to come to this Board

and ask for preliminary site and operational plan approval. But about six weeks ago we got the proverbial fire lit with the amount of interest on this property to go ahead right into final. So the documents that everyone is seeing there are some inconsistencies on it between the CSM and the landscaping plans. And it's a pure function of we're trying to get so much done in a short period of time. Village staff has been great in pointing out our inconsistencies, and we'll work with them to get them all taken into account.

But in terms of the overall comments we don't see anything that's anything that we need to object to right here on the thing. If we're literally a couple feet short on parking there's a lot of things that could be modified to accommodate that. Generally speaking what you're seeing this is the overall intent we plan. The building surrounded by the required driveways and associations. We focused on the hot topics with the Village, the screening, the intersection improvements, the floodplain overlay. We're in an expedited process that we're trying to work through all these details, and we don't see any issue with working through them at this point.

Tom Terwall:

Thank you. Is there anybody else wishing to -- yes, sir?

Garrett Draeger:

I'm a resident right across the street, and I'd like to know where that driveway --

Tom Terwall:

Need you to come to the microphone, sir.

Garrett Draeger:

Sure.

Tom Terwall:

Some of us know who you are, some of us don't.

Garrett Draeger:

I'm Garrett Draeger. I live right across the street from the proposed -- I'm across the cemetery. But the driveway which is coming out from the parking lot right now will be just a little bit south of my driveway. And I was hoping that the driveway would be further south so that I'd have time to get -- the traffic would have time to move along and it would be further along and not be so congested. I've got enough traffic on that road right now to try to get out on it without trying to get some semis out there that are going to be from that.

Jean Werbie-Harris:

Adam, could you come up and address his concerns. And is there one of these driveways more of the entrance and one is an exit? Or are they both being used for both?

Adam Artz:

Adam Artz with Pinnacle Engineering again. The driveway is roughly located I'm going to say right around 70 feet south of the fence line on the south line of the property. But the driveway itself will have a widening of the roadway there. It's a County requirement that we add an accel/decel tapers on our side of the property and then a far side bypass. With that being said the driveways are located in terms of the functionality of the site and kind of going through the neighborhood plan. As Jean mentioned earlier the entire neighborhood plan for planning purposes on the west side the driveway there matches up with the overall neighborhood plan that was approved, so that was kind of a future forecasting of it. Other than that I don't have really too much other to say on the driveway location itself.

[Inaudible]

Adam Artz:

Yeah, I'll even offer it up to you. We can put a nice shiny stake out there for you with a ribbon.

Garrett Draeger:

I've got enough problems getting out on that road right now. And then with the additional traffic and so forth if it was a little further down it would give me a little more access to get out on the road plus give them more room to get out and move along also. And then the cut ins where they're going to turn in they'll have to be starting right at my driveway almost.

Adam Artz:

And we are putting in at the driveway itself it will actually be like four lanes wide so there will be a left turn lane in. But going back to the primary focus of it the majority of the trucking is going to be directed on the south property line not the north. And the reason being is where your property is and where the cemetery is it's about 15 feet higher than the truck court itself. So the grade differential there is not going to be conducive to semis. So it will be focused on the south. And to build upon that there's a proposal to put a guard shack on the south which would take the primary ins and outs to regulate the truck court.

Wayne Koessler:

Adam, basically what you're telling him is you're putting a passing lane at each entrance so that traffic can go around.

Adam Artz:

Exactly.

Wayne Koessler:

And I wanted you to clarify that for him that there's going to be widening there.

[Inaudible]

Wayne Koessl:

No, it would be in the road right of way.

Jean Werbie-Harris:

And I think his driveway is like right here if it's directly across from the cemetery right here, and your entrance is going to be down here. So I don't know what that spacing separation is. But maybe if we could overlay this on an aerial photograph so that we could provide it to Mr. Draeger to show him exactly where your entrance is going to be. And maybe you could set up a time to meet with him, the two of you.

Adam Artz:

Absolutely.

Tom Terwall:

Okay, thank you. Anybody else? Yes?

Don Hackbarth:

That whole property is kind of low from the road grade, isn't it?

Adam Artz:

Well, it depends where you look at it. If you're on the north it's extremely low. If you're on the south it's relatively flat, but it still does drop off down to the floodplain. So the Jerome Creek and there's actually an unnamed tributary to the Jerome Creek that's on our property. Those are kind of the regional low points.

Don Hackbarth:

Are you going to raise the low points to make it more level?

Adam Artz:

Yeah, what you're looking at there the goldish/brown color you see there, that 1.2 million square feet is going to be perfectly flattened. And the truck courts around it are going to be relatively perfectly flat, too. So you're looking at, I don't know, in the realm of 50 acres of pure flat and a constant elevation. The grade transitions you'd see are on the driveways going up.

Tom Terwall:

Is the fill that was brought in is that going to be adequate, or are you going to have to bring in more yet?

Adam Artz:

That's a great question. It is adequate by pure earth work balancing point. We have a plan in place where we look at the two storm water retention basins and use them as a borrow pit. So what we do is dig them out an extra 15 feet or so deep and then replace it with top soil. The reason being is we're kind of a high density disturbance here so we'd have an extra amount of top soil we would put back in. You wouldn't know that it was over excavated. The but the generalized intent is everything on site is going to balance on its own.

Tom Terwall:

Okay, thank you. Anybody else wishing to speak? Hearing none I'll close the public hearing. We need three motions. First we need a motion to approve the site and operational plan.

Don Hackbarth:

Move approval, Mr. Chairman.

Judy Juliana:

Second.

Tom Terwall:

It's been moved by Don Hackbarth and seconded by Judy Juliana 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. Item C, we need a motion to send a favorable recommendation to the Village Board to approve the CSM.

Wayne Koessler:

So moved, Chairman, subject to the conditions.

Tom Terwall:

Yes, please. Is there a second?

Judy Juliana:

Second.

Tom Terwall:

IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JUDY JULIANA 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. And, D, we need another motion to send a favorable recommendation to the Village Board to approve the zoning map and zoning text amendment.

John Braig:

So moved.

Larry Zarletti:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY LARRY ZARLETTI TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING TEXT AMENDMENT AND THE ZONING MAP AMENDMENT 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. You're all set, gentlemen.

E. PUBLIC HEARING AND CONSIDERATION RESOLUTION #13-06 TO AMENDMENT THE VILLAGE 2035 COMPREHENSIVE PLAN, to consider adopting the Village of Pleasant Prairie Park and Open Space Plan 2013-2018, as a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan and amending Section 395-6 B of the Village Municipal Code to reference this new plan as a component of the 2035 Comprehensive Plan.

Jean Werbie-Harris:

Members of the Plan Commission and the audience, this is the 2013-2018 Village of Pleasant Prairie Park and Open Space Plan. This is a plan that the Village Park Commission has been working on for the last two or three years. It was adopted by that Commission on May 7, 2013 by Resolution 13-01. Since this plan is a component of the Comprehensive Plan, it's required to have a public participation public hearing before the Plan Commission, and that's the purpose of our meeting tonight is we're holding that public hearing.

The document is broken up into eight chapters, an introduction, background information, goals, objectives and standards, existing park and recreational facilities, public participation and planning process, the analysis of existing park and recreational facilities, the policy recommendations and programs implementation, and the recommended park and open space and trail conceptual plans proposed improvements to our Village proposed parks.

This is a document that, again, refines and provides greater detail to the Village's Comprehensive Plan, and it really updates the previous Park and Open Space Plan. It provides more detail and more opportunity to present additional conceptual plans and conceptual trails and other types of improvements within the Village's park system. I'm just going to kind of briefly go through the chapters. I'm not going to read them to you tonight.

Chapter 1 is just a brief overview and the purpose of doing the park plan. Again, this is an update to the 2006-2011 park plan. Chapter 2 provides good background information. Again, this document will be out on the Village's website as well as available from the public works department, parks department, and provides good background information. It talks about what's happening in the Village of Pleasant Prairie and how we've grown and the different ways that we've grown throughout the community, and the importance that we place on public parks within our community.

The document expands a little bit upon not just the parks that we have in our community but actually expands even more so into the public open spaces that we have throughout our community as well. And so we talk about the natural and cultural resource, we talk about all the aspects of the environment and the climate and our watersheds as well as our woodlands and our wildlife habitat, primary environmental corridors. We talk about the natural areas and the critical plant species that we have. Pleasant Prairie is really blessed to have this great variety of plant life not only in the Des Plaines River Watershed but also with having the Chiwaukee Prairie area in our community. And we go into some detail with respect to the purpose of the natural areas and how significant they are not only to Wisconsin but to Southeast Wisconsin as well as the State of Wisconsin.

And then Peggy did a great job in capturing a lot of the photographs that we've been taking over the years from various areas in the Village that we have been protecting, whether it's the Des Plaines River Floodplain, the Kenosha Sand Dunes, the Chiwaukee Prairie. We have quite a few areas in our community that we really are proud of.

Again, some of the other elements that are covered in this Park and Open Space Plan also touch on some of the historical resources, the cultural resources and the archeological resources in Pleasant Prairie. And we've taken some photographs and put in here some of the information we have on our mile markers as well as historical landmarks that we have in Pleasant Prairie. One of the things that you probably have seen in our recommendation is maybe we just need to market ourselves a little bit more to let people know of all the wonderful park areas, landmarks and historical and cultural areas that we do have in our community. And I think that this plan kind of brings some of those things out as part of our existing basis for our parks and our open spaces.

This Chapter 2 also talks about the population and demographics. We've updated everything to 2010 based on the census as well as any other areas that we could with respect to household characteristics, occupation. All of these elements help to give us the information we need in order to say, well, where are we today with respect to our existing park systems and where do we want to be in 2035 or 2050 at some point. But we need to project out population, and with increasing population we need additional park areas and park amenities.

This plan also covers all of the existing park plans that have been completed since 1980 for Pleasant Prairie. And, again, part of putting together a park plan is that we need to satisfy some minimum requirements for the Wisconsin DNR in order to maintain our eligibility for stewardship grants and other grants. And so we always have to have an inventory of where we've been and what we've been doing over many years in Pleasant Prairie. And so the next several pages talk about all the different park plans, bicycle plans, open space plans that we have done for the Village or the Town of Pleasant Prairie.

Chapter 3 talks about the goals, objectives and standards. It really talks about the goals being the broad statements that express the Village's general park and open space priorities. The objectives are more specific than goals and are usually attainable through strategic planning and implementation activities. And then our standards are the quantitative measures of how well the community's existing facilities are meeting the needs of our residents and how we plan for future facilities for our future growth in our community.

So this goes through -- again, the Park Commission worked with a consultant and worked with staff and worked with establishing open houses and information meetings to gather quite a bit of information about the objectives that they were seeking to look at for this park plan. And this park plan kind of explains all these different things to us. The standards that are used are based on the SEWRPC standards for how much park and open space and amenities that you have based on a certain population. Everything is based on some type of criteria, and these are generally accepted criteria that we've been using and SEWRPC uses. And then, again, Peggy has done a great job of putting a lot of photographs in to show everybody if you don't know where these parks are and what type of amenities that they currently have and what type of facilities that they have.

One of the other things in addition to our regional parks, our community parks, neighborhood parks, again we have tiered parks in our community, is the school park. And a lot of times people don't recognize that we have a number of neighborhood school parks. And we've entered into cooperative relationships with Kenosha Unified, and these parks are available for our residents. And, in fact, the Prairie Ridge particular park we have an intergovernmental agreement that says that this really is part of our neighborhood park so the residents and their children and families can use these parks at any time. They're not fenced off or gated off where they don't have access to them. So because of these amenities being in our community we have included them as part of our complete analysis.

We have, again, as I mentioned a number of special open space areas. Whether they're access areas to the lake or they're recreational trails or other types of amenities they're all included in the park plan as well. Chapter 4 covers the existing park and recreational facilities then and a little bit more specific in nature. It talks about exactly what types of amenities are there, how large, where it's located and some of the other features.

One of the additional parks that we added, even though it is not located in Pleasant Prairie, is a community park known as Anderson Park. It's right on our border just north of 89th Street. It's a very valuable park for Pleasant Prairie because it does offer our Village residents with great opportunities for soccer because there are so many soccer fields there, 19 or 21 soccer fields, Ameche Field, football field, soccer fields there. There is a water park, there's a pond. And many of our residents use this particular facility. So while it's not one of the Village's parks, we did include it because it's valuable and it's important to our community.

Again, we went through each of the individual parks. We've got some great photos and information. We have a summary of existing outdoor Village park amenities that's on page 35 and table 4.1. I don't think that most people even knew how many acres that some of our parks were and what amenities were there. But the public works department did a great job at inventorying everything so that we had everything as accurate as we could.

Again, with respect to the special open space passive areas we have some good discussion in here on Chiwaukee Prairie as well as some of the open space areas we have including the Momper's Woods which we obtained back in 2000. A couple other newer park areas that we've acquired, the Sorenson Woods at Kildeer Farm just off of 47th Avenue. And then some of the other open space areas that we've been adding to.

One of the other things that we did decide to do is we added some of the private areas that provide park amenities, and that includes the golf courses, the golf ranges, Holter Wildlife, Prairie Harbor Yacht Club. Again, they all provide very valuable recreational amenities to the community. We have a special section on recreational trails in Chiwaukee Prairie, the Kenosha County Bike Trail and some of the other trails that parks and public works have been developing over the years. And some of these warrant some specific consideration, and they're looking to apply for grants this spring and this summer in order to enhance some of these trails for the community. And the public school parks are also referenced. And then there's three or four different maps that talk about the existing parks and the park service areas for Pleasant Prairie.

Chapter 5 talks about the public participation and the planning process. There was an extensive survey that was completed by Public Research Group and Design Perspectives, Inc., that they did

a number of surveys for not only general Village residents but also with the RecPlex members. And they gathered a great deal of information. And what I did was I took the information that they had compiled and some of their analysis, and we kind of put together a chapter that's really just focused on the parks and the use of the parks and what people would like to see in the parks and who's using what areas and what areas that we can improve.

And so this community wide survey which was done in 2011, and there's a map that shows where the responses came back. We had several hundred, almost 600 people that responded to this survey. There's demographic questions, how people feel about the different parks, who's using them, how often that they're using them. Very good information to help the parks department and the Park Commission and the Board to decide are we headed in the right direction, and are we providing the amenities that the residents want to see in the various parks throughout the community.

There were a couple visioning sessions that were held by the consultants before the general public as well as the Park Commission and the Recreation Commission of the Village. And we've added all of their comments in general form here. We kind of combined those different responses to give some direction to the Park Commission in approving this plan. The Park Commission also felt there should be a mission statement for the Park Commission and for the views for the community. And it's a very long mission statement that's listed right there. But their thoughts were that they really want to work with the community and the government in order to enhance the quality of life for the Village residents through an enhanced park system over the years. Again, we also held some public informational meetings. So they really did a nice job in gathering input from the general public.

Chapter 6 is the analysis of the existing park and recreational facilities. It's more of a quantitative analysis and then it ends with a qualitative analysis. And, again, this is where we went through and provided details with respect to the park system. It's also done as part of a geographic analysis. The State requires that we take a look at the Statewide Comprehensive Outdoor Recreational Plan which is called the SCORP plan. So there was an analysis put in this plan on the Statewide park plan basically, outdoor plan. And it's interesting to note that a number of the recommendations in the State plan really started to overlap, which is good, into what is needed and wanted and requested in what we're doing here in Pleasant Prairie.

And a couple of items that I brought out in particular such as the importance of community gardening and how soccer is growing and how people are developing more desires and there are new opportunities for biking and biking trails and walking trails and getting out there and doing that type of exercise and recreation. And so I think our plan is right on point with the State plan as well. And so that analysis was done as well. And there's a couple of additional maps.

And then moving onto Chapter 7, Policy Recommendations and Programs Implementation. Again, based on our objectives we went through and identified a number of policy recommendations that reflect items that would be addressed not just by the park department or recreation department but by all of the Village departments that do something with respect to promoting any one of the park or open space areas in the Village, whether it's the neighborhood planning that the Plan Commission does and encourages neighborhood parks, or work that is done with respect to the bike trails and applying for grants, or the marketing and the research that's done by the communications director. There's a number of programs and action plans that

have been spelled out in here that really tell you that the parks in this community have really been embraced by all of the departments as well as the Village Board, and that it takes the entire community working together to help to foster and to grow our park system and to maintain our open space system in Pleasant Prairie.

The last chapter is the recommended park and open space plan as well as trails, conceptual plans. And the most important thing to note here is that there's been a tremendous amount of work by the Park Commission and the public works and parks staffs and the administration staff in putting together all of these conceptual plans. Again, these are plans that have been built on since 2006. As new plans are developed they have been added. And so there are a number of plans in here that have been prepared as early as probably 2000, and we're just going to keep adding them in here as potential park development plans, whether it's Ingram Park which is what you're seeing now, and we're going some work currently to develop Ingram Park, or any of the other parks throughout the Village.

What's important to note is that the Village's budgets are tight right now. We can't raise levy limits. We can't spend a tremendous amount of money on the park system at this point because of the restrictions we have. And so in a number of areas of this plan while we have a number of wonderful conceptual plans, these plans are likely going to be developing very incrementally, very slowly over time. This is not just intended to be a five year plan. While there are a number of things that could be accomplished in the five years, these plans will be developed over time as budgets allow, as donations are made, as the Village makes a determination which parks or which trails or which signs or which access points or what lots need to be acquired, all of that is very incremental over time. Again, it's not going to be accomplished in a very short time period.

What's important to note is that we are planning for our future. And a number of them that Peggy's going through right now are plans that the Plan Commission and the Village Board actually have adopted recently as part of the neighborhood planning efforts that we've been working on over the last 10 to 15 years. There are a number of appendices in the back of the book. One of the things that I talked to the public works director about is that instead of just pulling out certain segments, for example, of the bicycle and pedestrian area plan, he asked and requested that that entire document just be included as one of the appendix because it's so important to the park and open space plan.

There are some other documents in the back that reflect some of the generalized open ended comments from some of the survey work that was done. And then there's also some information in the back that talks about the different opportunities that the Village has to apply for grants and other types of programs for obtaining funds for park and open space facilities. This was updated as to what is currently available through the State and federal government at this point.

So with that I'm not sure if you have any questions. This is a matter for public hearing. And the staff would be happy to answer any questions that you may have.

Tom Terwall:

Is there anybody in the audience wishing to speak? Any comments or questions? Mike, you're speaking as a member of the audience or as the Administrator.

Mike Pollocoff:

No, I'm your dutiful employee tonight. Just to give an order of magnitude, we've been pretty successful over the previous years in leveraging some grant money for trails and some of the work we're doing in Ingram Park. But under the last budget from the State our levy was frozen so that it equaled whatever the increase was in growth from those permits we could increase our levy by that amount which I think was about one and a half percent. And then under the current proposed budget any debt that we retire plus the new growth is the same, but what the Village has always done is as we retired debt instead of issuing new debt we would use that debt service payment we did to put into capital to make capital improvements. Now you can't do that anymore. You have to lower your levy to do that.

So your choice is to borrow more money and just kind of replace one borrowing with another borrowing or you reduce the levy. So right now our anticipated park budget in fiscal 2014 will be about \$60,000 for new capital, and the same thing and probably less than that in 2015. Our park budgets are primarily going to be mowing. The State has quit mowing any land that they own, so now we've had to take on the State's property for mowing. To be honest with you we've got a really nice plan and we've got some good projects, but I don't want anybody coming away thinking that any of this is realistically buildable, because \$60,000 we'll get some signs up, some benches, maybe some new flowers. I mean it isn't enough money to really do anything.

And also the State's eliminating the -- well, it's up for consideration, but they're going to eliminate the [inaudible] money. So there won't be any more State [inaudible] money for -- we had a grant application in for Ingram Park, that program will be gone. So there's no more park grants, there's no more -- and we're really restricted from doing anything else unless we lay off employees or reduce employee salaries and benefits some more to take and pay for park improvements. I don't know that that will be the choice. But for the next three years at least really expansion in the Village government budget I mean there is going to be no expansion.

Tom Terwall:

No. Any comments, questions? I just want to comment on the thoroughness, Jean, of what you and your staff have accomplished. I guess we've come to expect it, but we still need to give you a job well done because this is something you people seem to be doing on a regular basis.

Wayne Koessl:

I agree, Mr. Chairman, it's an outstanding plan.

John Braig:

Move approval of Resolution 13-06.

Jim Bandura:

Second.

Tom Terwall:

WE NEED TWO THINGS. WE NEED TO APPROVE IT, AND THEN WE NEED A MOTION TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO ALSO ADOPT THE COMPREHENSIVE PLAN. SO AT THIS TIME WE HAVE A MOTION BY WAYNE KOESSL AND A SECOND BY JIM BANDURA TO ADOPT RESOLUTION 13-06 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. And now we need a motion to send a favorable recommendation to the Village Board to approve the Park and Open Space Plan.

Don Hackbarth:

So moved.

Jim Bandura:

Second.

Tom Terwall:

MOVED BY DON HACKBARTH AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE PLEASANT PRAIRIE PARK AND OPEN SPACE PLAN FOR 2013-2018 AS A COMPONENT OF THE 2035 COMPREHENSIVE 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.

F. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT to amend Section 420-41 A and C of the Village Zoning Ordinance to clarify requirements of a home occupation permit.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, on March 18, 2013 the Board adopted Resolution #13-08 to initiate amendments to the Village zoning ordinance to clarify that a home occupation is allowed in both the agricultural and residential districts for homeowners and occupants who reside full time at the home wherein they are requesting a home occupation permit for.

The following amendments, they're bolded and highlighted in yellow, and on the screen they're bolded, I will identify for you then the changes that we are putting into the home occupation provisions to clarify the purpose of that particular regulation and that ordinance. The home occupation shall be carried out by the property owner or occupant at their place of primary residence and said home occupation use be clearly incidental to the residential use of the principal or accessory building.

A primary residence shall be defined as follows:

- (1) The place where the owner's or occupant's habitation is fixed, without any present intent to move, and to which, when absent, the person intends to return.
- (2) The primary residence of a person performing the home occupation is the main home that the person lives in for a majority of the year as defined by the Internal Revenue Service. A person shall not have more than one primary residence for the purposes of operating a home occupation.
- (3) When a person's spouse and/or family resides at one place and the other spouse's business is conducted at another place, the former place establishes the place of primary residence for the purpose of determining whether a home occupation may be conducted at the requested premises.
- (4) No person gains the right to conduct a home occupation at a residence while living there for temporary purposes only.

And then to clarify further, there shall be no more than two home occupations conducted from the same premises provided that the combined home occupation usage does not exceed 25 percent of either the principal or the accessory buildings on the premises and all other home occupation requirements as set forth in the section are being met. This is a matter for public hearing. And if there are any questions the staff would be happy to answer them.

Tom Terwall:

Anybody wishing to speak on this issue? Seeing none, I'll open it up. Yes, sir, John.

John Braig:

Question to the staff. What is the content of Article VII of Chapter 420?

Jean Werbie-Harris:

That is the section that covers the home occupation provisions.

John Braig:

It establishes when it is required.

Jean Werbie-Harris:

When it is allowed and the conditions for which it is allowed.

John Braig:

You refer to a permit. If I want to start a home occupation and it is allowed and I don't allow for a permit have I violated anything?

Jean Werbie-Harris:

The section specifically says that you are required to apply for a home occupation permit.

John Braig:

Thank you.

Tom Terwall:

Anything further?

Don Hackbarth:

Move approval.

Judy Juliana:

Second.

Tom Terwall:

THERE'S BEEN A MOTION BY DON HACKBARTH AND A SECOND BY JUDY JULIANA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ORDINANCE AMENDMENT AS PRESENTED 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:

So moved.

Judy Juliana:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

We stand adjourned.

Meeting Adjourned: 7:27 p.m.

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
May 28, 2013**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on May 28, 2013. Those in attendance were Thomas Terwall; Michael Serpe; Wayne Koessl; Jim Bandura; and John Braig. Donald Hackbarth, Andrea Rode (Alternate #2), Larry Zarletti and Judy Juliana (Alternate #1) were excused. Also in attendance were Mike Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Tom Shircel, Assistant Village Administrator; and Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER THE MINUTES OF THE APRIL 22, 2013 PLAN COMMISSION MEETING.**

John Braig:

Move approval.

Jim Bandura:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY JIM BANDURA TO APPROVE THE MINUTES OF THE APRIL 22, 2013 MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- 4. CORRESPONDENCE.**

Jean Werbie-Harris:

I have none this evening.

5. CITIZEN COMMENTS.

Tom Terwall:

If you're here tonight for an item that's on the agenda but is listed as a public hearing we would ask that you hold your comments until the public hearing is held so we can incorporate 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, now would be your opportunity to speak. We'd ask you to step to the microphone and begin by giving us your name and address. Anybody wishing to speak under citizens' comments?

6. OLD BUSINESS.

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

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, this is a public hearing in consideration of an amendment to the conditional use permit 12-13 for the request of Attorney J. Michael McTernan, agent for VIDHYA Corp. VIII, Inc., the property owners to allow BP Amoco to operate the gasoline station and the convenience store located at 10477 120th Avenue after May 1, 2013.

As you know, this is an item that was tabled by the Village Plan Commission, or continued I should say, from their last meeting in April. And what I'd like to do is for the record I do not want to read the first six and a half pages of comments back into the record again. It has been introduced in the record previously, and it covers the findings of facts up to November 19, 2013. Again, this was made part of the record, and if I have an agreement by the Plan Commission I would agree that this information also become part of the public record. And if we do need to discuss anything, we certainly can go back to any one of those particular items.

Wayne Koessl:

You know we've had this on our agenda so much that most of the Commissioners know it almost word by word. I think we ought to just hear the engineer's report, and if the staff has any questions we can go from there. They were told last month that if they didn't have anything 100 percent they shouldn't even come back here because they weren't going to get their extension with the conditional use permit. And I think the engineer ought to tell us where they're at with that, and if they're not 100 percent it's goodbye baby.

Tom Terwall:

Jean?

Jean Werbie-Harris:

Well, I guess I don't disagree with everything that you said, but what I'd like to do is for the record since this is a conditional use under findings of fact, I would like to introduce items starting on page two 1 through items 30 on page 10. So all that information I'd like to introduce as part of the public hearing record this evening. And under findings of fact from November 19, 2012 and to the present I would like to just read that one page of staff comments. And our Village Engineer is here, he does have a staff report that I reference and I will reference as part of the findings of facts, and he can review specifically that engineer's report as well.

So continuing with the findings of fact with the previous information entered into the record:

31. A Settlement Agreement was executed between the Owners of the BP Gas Station and the Village on November 19, 2013. The Agreement stipulated conditions and milestones that the owner must be in compliance with in order to allow for continued operation and the remediation of the illicit discharges from their facility. There has been substantial progress and completion on the remediation. And, again, the engineer will read his comments into the record under the findings of fact.

The substantial completion date was extended from April st to April 22nd and then to May 20th. The second extension was as a result of a request by the owners' legal counsel to allow the diesel and gasoline sumps to be replaced. During the installation of the well piping and the electrical for the pumps, it was discovered that the condition of the existing sumps was extremely deteriorated and that replacement was the best option and additional time would be needed for this and it was granted by the staff.

32. One provision in the Settlement Agreement was to keep the groundwater levels eight feet or more below the ground surface. The Village Engineer provided a table which shows that these levels were exceeded five times for the diesel sump and twelve times for the gasoline sump. Again, we'll talk about that in a little bit more detail.
33. Communication between the owners' environmental consultant and the Village and the Village's consultant, Drake, had been sporadic and was not always timely, but is now all the parties are now communicating well. Village staff had not received timely sampling results and a required update to the site investigation plan as specified in the Settlement Agreement Amendment. We have been meeting several times since then though. And the engineer was told that Midwest, Northern Environmental and Misurelli Construction were unaware that there was an Amendment to the Agreement. The third groundwater extraction well has now been constructed as of today which was Friday, April 19, 2013. And it wasn't initially constructed but it is now constructed I should say. The engineer had called the counsel and reminded him and they, again, have worked through all of those details. Since that time all of these issues have been resolved between the parties.
34. Work that has been completed is acceptable. However, this spring submittal of required information had been inconsistent and in many instances has had to be prompted by the Village staff and our consultant. The reports are now being filed with the Village. And then in the staff comments and the information we have copies of the Settlement Agreement Amendment an exhibit of milestone dates and gas well levels.

35. Since the November meeting, the DSIS Agreement and the Easement have been executed, and the new camera system has been installed and is operational. All other exterior site work has been completed. And this pertains to the zoning and any other concerns with respect to operation from a zoning standpoint.
36. See the attached Memorandum from the Village Engineer dated May 23, 2013 which provides a spring 2013 update to the Settlement Agreement work efforts. And that's provided as Exhibit 11.
37. According to the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned will not violate the intent or purpose of the Village Ordinances and meets the minimum standards for the granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with the 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 and water service, noise, storm water management, streets and highways and fire protection.

So with that I'd like to maybe switch it over to Mike Spence, our Village Engineer, and then he will go over the engineer's memo that he prepared this past week.

Mike Spence:

Good evening.

Tom Terwall:

Give us your name and address.

Mike Spence:

Mike Spence, Village Engineer, 9915 39th Avenue. I put together a memorandum that stipulates the conditions that were part of the Settlement Agreement and also the Amendment. And I just wanted to go through the items and indicate what the status is here. The Settlement Agreement called for the owner to conduct interim remedial activities that has been complete. They were required to submit a written plan for sampling and analytic testing that has been completed. They are supposed to submit daily inspection logs on a weekly basis on the property. Generally these have been submitted. There have been a few times where they've been a few days late. For example, I have not received inspection logs for this past week. But I do have them all through last week.

They were supposed to do a preliminary site investigation plan, and then based on the sampling results develop and implementation and remediation plan. This is still ongoing. And that doesn't mean that they haven't done what they were required. It's just a dynamic situation. They have

Alpha Terra go out to the site approximately I think about three weeks ago and do some soil probes. We haven't gotten the sample results back yet. But this is going to be ongoing as long as we're cleaning up the site. So that's not necessarily a deficiency.

They've installed groundwater monitoring wells. They have prepared a preliminary remediation plan. They've contained contaminated materials on the property. They did install some blocking recovery wells near an outfall to eliminate transmission of contaminated groundwater to the ditch. They replaced a storm manhole that was allowing contaminated water to get into the piping and discharge to the ditch. They did do some restoration of areas that were disturbed by the treatment facilities.

Substantial completion date was modified to April 22nd of this year, and they achieved that date. The final completion date was May 20th, and I'll go through the following items regarding that. As I just indicated the revised site investigation plan is ongoing. I've asked for as built plans of the facilities that they've constructed onsite. I have not received those as of today. Emergency action plan, power loss, they have indicated that the owner is going to sign an agreement with the consultant to provide routine operations and monitoring. I have not received that, but I think that's critical to keep them accountable. I want to make sure that somebody is monitoring. It's a system that was designed to be not real complex, but yet somebody needs to know what to do if there are problems. So I've asked for an agreement to be executed that we get a copy of that somebody would be monitoring this.

A provision in the Settlement Agreement also required the owner to pay all reasonable costs related to the remediation program. As of the 22nd of May they owed \$45,000 and change. When noticed they did pay this the following day. So to my knowledge everything that they were required to pay that they've been invoiced has been paid. The monitoring and sampling results, again, this is ongoing. The building and the fire and the electrical inspections for the treatment facilities have all passed.

In summary they have installed a treatment system to treat groundwater onsite. They've treated well over 200,000 gallons since they started the system. As we've indicated in previous meetings, there were some issues with communications. They have improved. I won't say they're perfect yet, but they are better. The system is dynamic in that we're still working on the cleanup portion. I think we've got a pretty good handle on the actual treatment system. Matter of fact, they've treated so much groundwater that they're actually going to be replacing the media in the treatment system this week which is actually sooner than I think they had anticipated.

So the main thing that's outstanding as I indicated is the overall remediation of the contaminated soils around the site. I'm expecting any day now the results of those soil probes that I mentioned earlier which will indicate hopefully the extent of the contamination and how much and where the soil should be removed. So we expect to have a plan and establish dates for that. In the audience tonight we also have the Village's environmental consultant, D.J. Burns from Drake. The owner is here as well, as well as the owners' counsel if anybody has questions that I can't answer.

My recommendation is they have made a lot of progress, and I think that the conditional use permit should be granted. However, I'm recommending that it be issued for a certain amount of time because I think they need to be held accountable because this system is still dynamic and ongoing. So with that I'll answer any questions.

Wayne Koessl:

Through the Chair to Mr. Spence, our Village Engineer. Do you think 90 days would be adequate to finish that project?

Mike Spence:

I guess when you say finish I guess you mean in terms of --

Wayne Koessl:

Mike, I don't know if they're ever going to finish.

John Braig:

Wait a minute. Break it into two sections. There's work that has to be completed and it should all be done by now. There's other work which is of an ongoing nature such as sampling and that periodic. So I guess the question would be is everything done that should be done other than the ongoing activity?

Mike Spence:

I think if I understand what you're asking, Wayne, is that when will the remediation --

Wayne Koessl:

Remediation is the main concern of mine.

Mike Spence:

Right. I don't have a schedule for that at this point. But I think once I get the report and I know the extent of the contamination, if they don't have to do any more sampling and we know the extent of the contamination in the ditch, then I think it should not be too time consuming to basically get someone in there and haul the dirt out and replace it. So I guess I'd like to defer to our consultant to answer how long he thinks the remediation would take. D.J., do you want to give you r name and address.

D.J. Burns:

Sure. D.J. Burns with Drake Consulting Group. Address is N105 W7585 Chatham Street, Cedarburg, Wisconsin, 53012. The question I think, Commissioner, that you're asking is, again, broken down into two parts. What is it going to take to get the system implemented and fully operational. I believe Engineer Spence basically gave you a rough idea that 95 to 98 percent of the actual system construction and implementation activities have already occurred.

Ongoing, though, with regard to the treatment of this site and the cleanup of the groundwater that underlies the site I believe that the owners' environment attorney, Attorney Don Gallo, at one

point equated this cleanup to attempting to get the water out of a sponge or contaminated water out of a sponge. So this cleanup effort is going to be a lengthy effort. That is, it's expected I think if I'm not mistaken, Attorney Gallo can speak to this, but the cleanup of the groundwater out there could take as long as ten plus years with this system being operational. Correct me if I'm wrong, Don.

Don Gallo:

No, that's right on.

Mike Spence:

I guess there's a couple things, Wayne. The groundwater, that system is going to be operating for quite a while. Again, as far as the remediation once we have the report it may be reasonable, and Don I don't know if you want to speak to 90 days to get that?

Tom Terwall:

Give us your name and address, Don, for the record.

Don Gallo:

Don Gallo. I'm with Rinehart, Boerner. And my address is 1386 South Highway 83, Hartford, Wisconsin.

Tom Terwall:

Thank you.

Don Gallo:

Thank you. The data is in on the north ditch, and it's surprisingly clean. There's one hot spot just north of the outlet so upstream a very short distance. And we're preparing a final report. I have the draft on my desk. I just got it. And we could complete that, in less than a month that will be done. That's going to be a job that will be hand dug. We were going to vacuum excavate, but it's so small we'll just hand dig the hot spot. But D.J. is right, the amended investigation is going to take a while. And it's real strategic. And we have done a ton of fingerprinting analysis. So we have fingerprinted the age of the contamination at various locations. And we're preparing a report from a lab in St. Louis that has analyzed the source and the age of the contamination. From that then we'll develop a remediation plan. But as D.J. pointed out I wouldn't be surprised if this system will run for ten years easily.

The way it works is we have seen some very major contamination when we put in those sumps, and that's why we needed the extra time to replace them and to do it right. And there was a massive amount of old black contamination. And that fouled the media or consumed it. And so we're replacing that. And now as the system operates it should get better and better because we're knocking down a lot of the contamination. But it still will run for years. That's the way they work. I'm happy to entertain any questions. But I'm pleased with the way it's working.

Tom Terwall:

Let us continue with the public hearing because I'm sure we're going to have questions. Is there anybody else wishing to speak on this matter? Anybody else? Mike, do you have anything else you wanted to add?

Mike Spence:

Not at this point.

Tom Terwall:

Then I'm going to open it up to Commissioners. I'm going to make a comment. I think the Commission's primary concern is that we hold the property owners' feet to the fire in that we get the ongoing results that we're looking for on a timely basis. And if that happens I'm prepared to support the continuation of the plan. But I think we need to have some teeth in the proposal so that they can't drag their feet again. Because I don't want this coming before the Commission time after time after time. Wayne?

Wayne Koessl:

Well, Mr. Chairman, as you know I've always been opposed to this remediation and the way they've been dragging their feet. I'm not going to vote for any extension unless it's in 90 day increments so we can keep holding their feet to the fire, and our Village Engineer can keep getting the data that is essential to us. I think if we give them a one year extension they're just going to lollygag again.

Jim Bandura:

Question to Spence. What are the milestones for the testing and the reports that you need. To Wayne's issue going 90 days for the conditional use permit is in my mind okay, but I would like to know what your milestones are that you need for all of the testing and having them come back to us and say, yes, they've been following this whether it's 90 days or 180 days or what have you. I'd still like to know the necessary milestones that you need to see that you could bring back to us and say, yes, they are following it.

Mike Spence:

Alright. Well, right now the most immediate milestone is the submission of the sampling results from the site investigation activities that the owners' consultant performed on the north ditch. That was to determine the extent of the contamination. So Attorney Gallo had indicated that that report is there. I guess I would like to see that report within a week. And then we're going to probably need, my consultant and I will need probably a week to review it. And then if everything is satisfactory, and it is supposed to include a soil remediation plan, so at that point an actual remediation would take place. In other words they'd take contaminated soil from the ditch and remove it to an approved landfill.

Jim Bandura:

So in Wayne's issue of 90 days that seems to be reasonable?

Mike Spence:

In my estimation yes it is.

Jim Bandura:

So that's a three month conditional use permit in effect. So I guess I'm not opposed to that. This way we would now the progress, and if there is anything that comes about we can bring it back to staff and figure out whatever else is needed going forward on that.

Michael Serpe:

Mike, even if we granted a one year extension, wouldn't you continue to be doing checks on that site for contamination?

Mike Spence:

Yes, this is correct. To me this was obviously an important enough issue that I have had one of my staff go out there on a daily basis to check the site, to check the water that's in the ditch. He pulls the manhole lids to check the levels in the monitoring wells. So at some point those checks have revealed that everything's been compliant. They're keeping the groundwater level low. At some point I'll probably back off a little bit, but I do plan on continuing to monitor that because that's important.

Michael Serpe:

Our biggest thing here, and correct me if I'm wrong, the leaking of the tanks has totally stopped, correct?

Mike Spence:

Correct.

Michael Serpe:

Okay, and that was the biggest concern going in along with the contamination of the soil going east.

Mike Spence:

Correct.

Michael Serpe:

And now measures have been put in place to correct that and a lot of money has been spent.

Mike Spence:

Correct.

Michael Serpe:

I guess if we approve this for 90 days does that affect their liquor license as well?

Mike Pollocoff:

For their liquor license they need to be in compliance with all Village ordinances as a first indicator, and they're on their way. I believe they also have an outstanding property tax issue that they're going to need to resolve in order to secure their liquor license. I know the staff is recommending that the conditional use permit be extended for a one year period. And we are, as Mike indicated, sending personnel out there to monitor this. I think one of the things that we want to achieve in a one year period, and for my mind it becomes critical because from a staff perspective we don't have any faith that the applicant is going to monitor the system and maintain it adequately. That's why I think one of the key points that Mike had brought up is we need to have a contract with someone, see the contract that someone is going to be taking care of the system, monitoring it, that it's going to be sampled and taken care of since that hasn't happened in the past. We need to be able to evaluate that through a year.

I believe if the Plan Commission was to extend the -- grant the permit for a one year period, and if there was violations in the interim, the existing agreement would take ahold, and we would issue fines related for violation of that agreement. We can probably have our counsel, Tim Geraghty, describe for you what the one year period means, and is that going to resolve the issues at hand. There has been a lot of progress that's been made, but I think a couple things that need to be taken care of is going to give us some certainty.

I think if we keep coming back in 90 day increments it's going to allow the Commission to have a closer look at what's happening, but we're at a point now where we have quite a bit of data, and once we're certain that the monitoring is going to continue and the maintenance continues maybe we can forestall that. We want this place to operate clean, and even though they're paying for our time to do this it's still public resources that are diverted away from doing what they're normally doing to go out and monitor to make sure the station is operating right. We need to move away from that situation.

Michael Serpe:

I think as long as we're able to monitor what's going on over there and get the reports and fines in place when they don't want to comply, I really don't want them to come back here in 90 days. I think we've had enough of this for about the last year and a half. And I might add that this is all done without the help of the DNR.

Tom Terwall:

That's the point that I was going to raise. My frustration lies with the fact that we're even addressing this issue. Where the hell has the State been? They certainly haven't been doing their job, and they pulled a Pontius Pilate on us and washed their hands and said, here Pleasant Prairie, this is your problem. It's not our problem. But as I see it we have two options. We can either say, no, we're going to pull the permit and that shuts them down, and then you know we're going to go to court, and we're going to be there longer than you and I are ever going to live before the thing finally gets put to bed. So I'm in favor of granting the one year extension with teeth so that everybody knows what's required. And if they don't want to follow that then let's go to court.

John Braig:

How many times have we've going to do something and then grant them an extension with teeth. I'm going to read something that we've got here that's from our findings of fact. We hear it many times, so much so that I think we're trying to almost ignore what it really says. But it says, according to Article XVIII of the Village zoning ordinance, we shall not grant conditional use permits unless findings of fact, the application and related materials, etc., comply with all Village, federal, State, local requirements. In other words we can't approve it unless we have the confidence it complies. We know it doesn't. We know it hasn't. We know for a while it won't.

Michael Serpe:

But I think to this point we've finally got them to where it's being acceptable. And as Mr. Gallo said and the consultant it could be up to ten years before that soil is clean. So what you're saying is we shouldn't grant it for ten years. that's a little -- as long as we have the ability to monitor, and they're going to continue to clean, and they're subject to fines, I think we're okay with a year.

John Braig:

But do you have --

Michael Serpe:

And then it will correspond with the issuing of the liquor license as well.

John Braig:

But do you have the confidence that they will monitor and will keep the equipment operational through it? We've seen indications that they haven't done it.

Michael Serpe:

Let's put it this way. I don't think that company wants to go through again what they went through with us. I don't think that they want to go through that again. At least I don't want to go through it again, and they're spending the money, and I don't think they want to do it either.

Jim Bandura:

I really don't want to see them here every 90 days either. I guess the Village attorney as long as he's looking at it and he has the teeth in the agreements that we're all looking for that's fine. A one year is okay with me because then he can come back and say this wasn't really completed, they didn't follow this or they were late in reports or whatever. So my dime is going to lay on the attorney to look this through and come up with something.

Tom Terwall:

Do you have a recommendation for us, Mr. Geraghty?

Tim Geraghty:

Yes. Tim Geraghty, 6301 Green Bay Road, Kenosha. The agreement itself contains liquidated damage clauses that apply if they don't do certain things. They're generally daily fines that can be assessed. In addition, the agreement says that any violation of any terms of the agreement also violate the conditional use permit. And so under general Village ordinances they would be out of compliance subject to fines and, obviously, subject to another revocation hearing if that were the case. So we've tried to build a lot of things in there. The liquidated damages were added to the agreement primarily to simplify the process of collecting fines if they don't live up to what they're supposed to do. But the other key point is if they're not their conditional use license could be revoked as well as those fines and the liquidated damages.

Tom Terwall:

Wayne?

Wayne Koessl:

Through the Chair to Mr. Geraghty, how long have they been violating the original conditional use permit?

Tim Geraghty:

I can't remember the time before the Village started the revocation proceedings, but I think our first hearing was probably in July last year on the petition to revoke.

Wayne Koessl:

And all they do is make a travesty of every conditional use permit we have issued because they just keep dragging it out and dragging it out, and his cash register keeps ringing selling gasoline. And he doesn't care about any of our ordinances. That's why I thought a 90 day review would be a lot better than giving them a one year extension. Give them a challenge that they have to work at.

Tom Terwall:

Mike, if we were to grant the one year extension that doesn't preclude us from revoking in the meantime, right?

Mike Pollocoff:

Within that one year if the staff felt that they were in violation of the permit we'd bring them back in here on a revocation to have the permit taken away. I think, and I appreciate and understand Commissioner Koessl's frustration in this, and we share it, too, but in one perspective they've made significant progress, and we're walking a line between taking away the conditional use permit or making it onerous, and we have nobody operating the pollution control equipment at that point. And given the fact that the State's not going to step in and do anything, this is the one remedy we have to make sure that the environment underneath that station and that area gets cleaned up and resolved. I don't know how long they're going to be able to operate the station under the limits we placed on them because they're fairly onerous from a cost standpoint and an operation standpoint.

Mike Spence:

Mr. President, can I make a comment?

Tom Terwall:

Please do.

Mike Spence:

To address John Braig's comments, that's why I've asked for an signed agreement with the owner and an environmental manager to manage this. And I can assure you that I want to take the responsibility to make sure that that agreement covers everything that needs to be covered so that we do have some level of confidence. And so I plan on insisting that that agreement have reporting requirements, that the person that's there checking the site and all that that he reports to me on an agreed to frequency. So I think that's one way to allay your concerns about responsibility.

John Steinbrink, Jr.:

Could you expand a little bit? You say you'd hire a manager or consultant to direct operate or control the monitoring system? You want to expand on that?

Mike Spence:

Yes. I mean basically it's not real technical, but there is a system out there that requires some monitoring. We think that it's probably in the best interest of the owner to have someone with technical knowledge that can be on call, for example, if an alarm goes off. I mean we've already set the groundwork for these things, and we set up the system to be able to address things that might occur. So, for example, if the alarm goes off, I've talked to the counsel for the owner and

all that, and we're trying to craft an agreement that gives a certain amount of time for the manager or the environmental consultant to come on site and address the issue. And we're talking like within an hour or two.

John Braig:

But that agreement does not exist at this time?

Mike Spence:

Correct.

Tom Terwall:

And what's the status of its development? Who is developing that agreement?

Mike Spence:

My understanding -- I've talked to the counsel, I've asked for this, and my understanding is that they're working on it. The company that I believe they're thinking about hiring is called North Shore Environmental. So there have been discussions, just I have not seen anything yet. I don't know if Mr. Gallo can comment on that.

Tom Terwall:

Please do.

Don Gallo:

I think that's the key that this company is an environmental response contractor. So they have 24/7 responding to spills all over the State. So this agreement is really important. That's the heart of the agreement because, as Mike says, it's not really complex but there's a lot of factors that can go wrong there. There's three different pumps, there's a lot of different issues. The other thing that I would include is like a two month escrow so that there's money and there's funds to continue the operation. But I think you're right the worst is over. The biggest concentration of contamination has been addressed. But the continuing operation is really important.

Tom Terwall:

Will you be the author of this?

Don Gallo:

Yeah.

Tom Terwall:

You will?

Don Gallo:

Yeah.

Tom Terwall:

Can you give us approximately how much time that you're going to need?

Don Gallo:

I can have an agreement in two weeks, but it's a three way negotiation. So the owner, the contractor and the Village have to all review it. So it's going to take probably --

Tom Terwall:

A month?

Don Gallo:

A month or six weeks at the most. But that's the key. This agreement is what will provide performance for you. It's not the -- the north ditch is a real simple issue. That's not the most important thing. This agreement is.

Michael Serpe:

I have one question not of you, Mr. Gallo, the owner. I'd like to ask the owner a question if I could.

Tom Terwall:

Need your name and address, sir.

Dixit Patel:

Yes, my name is Dixit Patel.

Michael Serpe:

Address?

Dixit Patel:

Address I'm at 1386 White Oak Lane, Illinois, Chicago.

Michael Serpe:

You've been listing to this, you've been a part of this since the beginning except when your father passed away, I'm sorry to hear that. Do you have any comments about what you're hearing tonight?

Dixit Patel:

Yeah, just I spend this kind of money and still I have times, now it's three more months. I [inaudible] I hired all the companies monitoring everything. So now just somebody [inaudible] for a year, three months is a problem. So [inaudible].

Michael Serpe:

We're talking a year's extension here.

Dixit Patel:

Yeah.

Michael Serpe:

And you're okay with this.

Dixit Patel:

I already have a company for monitoring.

Michael Serpe:

And you're okay with everything you've heard tonight?

Dixit Patel:

Yeah, fine.

Tom Terwall:

Thank you.

Mike Spence:

Again, can I make another comment? Mr. Gallo mentioned an escrow or whatever as part of the agreement. I think that's a key component, and I guess I'd just like to encourage that that be part of the agreement.

Tom Terwall:

Will Mr. Geraghty be representing the Village in this negotiation?

Mike Pollocoff:

Yes, he will.

Tom Terwall:

Because we're not counting on the State to do anything.

Michael Serpe:

Yeah, amen to that.

Tom Terwall:

What's your pleasure?

Wayne Koessl:

Jean wants to make a comment.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, if you choose to approve the conditional use permit for one year I would recommend that it be approved until June 10, 2014. We have a Plan Commission June 9th. So then it would be approved up to basically that Plan Commission night and that next day. If it was extended at that time we would have that one full year so we don't have to worry about not meeting the proper dates. The other thing is that the staff would be willing to provide just a status update report to the Plan Commission every 90 days just as a discussion item or just an informational item on the Plan Commission agenda.

Tom Terwall:

Appreciate it.

Jean Werbie-Harris:

So that you would know what would be going on. So that would be four times over that time period so that you would know what is taking place with respect to the monitoring, that the development agreement is moving forward, and other things have been taking place pursuant to what Mr. Spence had been talking about. So those things I just wanted to make sure were part of your motion. And I wasn't sure if we had closed the public hearing or not.

Tom Terwall:

I'm going to do that right now. Close the public hearing.

Michael Serpe:

We did already, that's why we commented. Mr. Chairman, I'd move approval of the conditional use permit number 12-10 to expire June 10, 2014 with the conditions wet forth by Mr. Spence and Ms. Werbie-Harris.

Jim Bandura:

Including the escrow.

Michael Serpe:

Yes, that was a good move, Don, including the escrow.

Tom Terwall:

And subject to completion of the agreement, correct?

Michael Serpe:

Yes, correct.

Jean Werbie-Harris:

And all the comments and conditions as outlined and discussed this evening.

Michael Serpe:

Yes.

Wayne Koessl:

Mr. Chairman, as you know the way I would like to vote on this. But I have complete confidence, faith and trust in our staff. BP I have no faith in, but I'm going to vote for the one year extension and take Jean up on the 90 day report to the Plan Commission. This has to end sometime, and this is getting to be [inaudible]. Alright, I'll second the motion.

Tom Terwall:

I NEVER THOUGHT WE'D SEE THAT. PROGRESS IS BEING MADE. IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY WAYNE KOESSL TO GRANT THE ONE YEAR EXTENSION OF THE CONDITIONAL USE PERMIT TO EXPIRE ON JUNE 10, 2014 SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE

STAFF MEMORANDUM INCLUDING A TWO MONTH ESCROW AND A COMPLETION OF THE AGREEMENT BETWEEN THE PARTIES.

Wayne Koessl:

And the conditions outlined by staff.

Jean Werbie-Harris:

And discussion this evening.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed?

John Braig:

I can't quite bring myself to voting in favor but I'll abstain.

Jean Werbie-Harris:

And just for the record we needed four affirmative votes by the Plan Commission, of the majority of the Plan Commission for this to pass.

Tom Terwall:

You got four, yeah.

Jean Werbie-Harris:

So let the record show we do have four affirmative votes.

Tom Terwall:

I want to thank staff, Mike, thank the attorneys, Mr. Gallo and Mr. Geraghty. We need your continued involvement in this thing because we've got to get this thing put to bed once and for all.

John Braig:

A comment I made before this meeting started referred to 95 percent of the work in politics and in government is accomplished by staff, and we do appreciate it.

7. NEW BUSINESS

A. A. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE for the request of Toni Howland, agent for Harpe Development LLC to use the house located at 10382 Cooper Road in the Village Green Heights Subdivision as a model home.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, as part of the public hearing record, this is a request of Toni Howland, agent for Harpe Development LLC, to use the house located at 10382 Cooper Road in the Village Green Heights Subdivision as a model home.

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

Findings of Fact

1. The petitioner is requesting a Conditional Use Permit for Harpe Development LLC to use the house located at 10382 Cooper Road as a model home. It's referred to as Exhibit A. The subject property is known as Lot 64 in the Village Green Heights Subdivision, located in a part of the Southwest One Quarter of U.S. Public Land Survey Section 23, Township 1 North, Range 22 East in the Village and further identified as Tax Parcel Number 92-4-122-233-0164.
2. The single-family lots within the Village Green Heights Subdivision are zoned R-4, Urban Single Family Residential District. Pursuant to Section 420-108 C (1) (b) of the Village zoning ordinance, a model single-family home and related temporary real estate sales office or marketing centers are allowed in the R-4 District with the approval of a Conditional Use Permit issued by the Village Plan Commission.
3. On February 13, 2013, the Village issued the required zoning, building and erosion control permits, Permit No. 13-02-008, for the construction of a 2,676 square foot single-family dwelling. Prior to use of the house as a model home, a verbal to occupy shall be issued by the Village. The required final plat of survey shall be submitted with verification that the property has been graded in accordance with the approved grading plans. In addition, the property shall be completely landscaped, and the driveway shall be paved by prior use of the home as a model home or sales center.
4. Pursuant to Section 420-148 (67) of the Village zoning ordinance, the model home and sales center may be located in a new development for a period not to exceed two years from the date of occupancy, and the Plan Commission may set specific time frames for which the model home and marketing center can be open.

5. The petitioner is proposing to have the model home open during the following hours: Monday through Friday by appointment and Saturday and Sunday from 9:00 a.m. to 4:00 p.m. Village staff recommends model hours of 9:00 a.m. to 4:00 p.m. or by appointment.
6. Parking shall be provided on the driveway and is allowed on Cooper Road adjacent to the lot. No parking is allowed on STH 165 or 104th Street. Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency and it should not hinder any traffic visibility.
7. The conditions for approval of a model home, including the zoning ordinance Conditional Use Permit standard conditions pursuant to Section 420-148 (67) are set forth in the staff recommended conditions of approval and are identified as part of the staff memorandum.
8. Notices were sent to the adjacent property owners via regular mail on May 9, 2013, and the required notice was published in the *Kenosha News* on May 14 and 21, 2013.
9. The petitioner was emailed a copy of the Plan Commission memorandum for the May 28, 2013 meeting on May 24, 2013.
10. According to the Village zoning ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application, related materials and any information presented at the hearing this evening that the project as planned will not violate the intent and purpose of any of the Village ordinances and it meets the minimum standards for granting of a Conditional Use Permit.

With that I'd like to continue the public hearing.

Tom Terwall:

This is a matter for public hearing. Anybody wishing to speak on this matter? Anybody wishing to speak?

Jean Werbie-Harris:

Just let the record know that the petitioner is in the audience.

Tom Terwall:

Does the petitioner care to add anything?

Dustin Harpe:

Dustin Harpe, 7530 39th Avenue, Kenosha. More than likely we won't have any set hours. Typically it's by appointment. We just put the weekend in there just in case we choose to do that. But generally we just do it by appointment only so we don't have large amounts of cars in the front or anything. Usually it's one or two cars that will be able to park in the driveway.

Tom Terwall:

Any problems or questions regarding the conditions set forth by the staff?

Dustin Harpe:

None at all, no sir.

Tom Terwall:

Thank you. Go ahead, Mike.

Michael Serpe:

This house is going to be built or is built?

Dustin Harpe:

It's in the process of being built.

Michael Serpe:

Okay. Did you build a couple homes in Ashbury?

Dustin Harpe:

Yes.

Michael Serpe:

And we had a couple complaints. I don't know if you knew about this about some of your construction workers not being the neatest people in the world.

Dustin Harpe:

We haven't really built any in the last two years. I've had one under construction this year, only one this year.

Michael Serpe:

Okay, I just wanted to let you know that please keep an eye on this.

Dustin Harpe:

Yes, sir.

Michael Serpe:

Very exclusive neighborhood out there, and we don't want any problems.

Dustin Harpe:

Absolutely.

Jean Werbie-Harris:

Dustin, is this home going to be used in the parade of homes?

Dustin Harpe:

It's going to be in our fall tour of homes but not the parade of homes. So we do our own show now where we have -- I think we'll have three that will be in this neighborhood. But, yes, this will be in our show at the same time.

Jean Werbie-Harris:

So with that statement I guess I'd still put in the hours as we recommended them because it could be just outside of just the appointment hours if, in fact, you're in a parade or a local tour.

Dustin Harpe:

And that will be Saturday and Sunday. Our show is just Saturday and Sunday for two weekends, and we wouldn't have it open outside of those hours.

Tom Terwall:

Thank you. Anybody else wishing to speak? Anybody else? Hearing none I'll close the public hearing. Comments and questions from Commissioners?

John Braig:

Move approval.

Wayne Koessl:

Subject to the conditions by staff?

John Braig:

Affirmed.

Tom Terwall:

Is there a second?

Wayne Koessl:

I'll second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY WAYNE KOESSL TO GRANT THE CONDITIONAL USE PERMIT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you. Jean, you want to discuss B and C at the same time?

Jean Werbie-Harris:

Yes.

Tom Terwall:

I need a motion to combine Items B and C for purposes of discussion.

John Braig:

So moved.

Michael Serpe:

Second.

Tom Terwall:

MOTION BY JOHN BRAIG AND A SECOND BY MIKE SERPE TO COMBINE ITEMS B & C. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- B. Consider the request of John Holborow of EVO Development for approval of Site and Operational Plans for the proposed 9,000 square foot multi-tenant building to be known as The Plaza at Prairie Ridge generally located at the northwest corner of STH 50 and 104th Avenue within the Prairie Ridge West Commercial Development.**
- C. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of John Holborow of EVO Development to amend The Prairie Ridge West Commercial Development Planned Unit Development for signage modifications for the proposed 9,000 square foot multi-tenant building to be known as The Plaza at Prairie Ridge.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, item B is to consider the request of John Holborow of EVO Development for approval of site and operational plans for the proposed 9,000 square foot multi-tenant building to be known as The Plaza at Prairie Ridge generally located at the northwest corner of STH 50 and 104th Avenue within the Prairie Ridge –

Tom Terwall:

Is that correct?

John Braig:

Northwest?

Jean Werbie-Harris:

Oops, that's southeast.

Tom Terwall:

What's the correct location?

Jean Werbie-Harris:

Southeast corner of Highway 50 and 104th Avenue within the Prairie Ridge West Commercial Development. And the next item, Item C, which is a public hearing, in consideration of the zoning text amendment, and this is also at the request of John Holborow of EVO Development to amend the Prairie Ridge West Commercial Development planned unit development for signage modifications. Again, this is for the proposed 9,000 square foot multi-tenant building to be known as The Plaza at Prairie Ridge and the southeast corner of Highway 50 and 104th Avenue. Again, these items are related and will be discussed at the same time, but separate action will be required by the Plan Commission.

The petitioner is requesting approval of site and operational plans and an amendment to The Prairie Ridge West Commercial Development PUD for the development of an approximate 9,000

square foot multi-tenant commercial building on a 1.42 acre property within the Prairie Ridge Commercial West Development, again, at that southeast corner of 104th Avenue and Highway 50. This is generally located between Olive Garden and the new Cheddar's Casual Café that's under construction in the Village. The property is zoned B-2 (PUD), Community Business Zoning District with a Planned Unit Development Overlay. The B-2 District allows for the retail uses within a multi-tenant building.

With respect to the Prairie Ridge West Commercial Development known as PR WEST, on August 20, 2012, the Board conditionally approved a conceptual plan for the development of this particular area that specifically allows for cross shared access of the lots as well as specific signage requirements for monument signs for each individual lot and the for two shared signs for Lots 1 through 3 within the Prairie Ridge West development.

The conceptual plan for Prairie Ridge West encompasses 9.2 acres as shown on the slide. It's located at that southeast corner. The property was at that time subdivided into four lots, Lots 1 through 4, including the Plaza, Cheddar's Casual Café, a potential multi-tenant building adjacent to 77th Street, and then another lot, Lot 4, that's at the corner of 104th and 77th Street.

The primary site access provided to the site is a right-in, right-out only that is at about the 7600 block of 104th Avenue. A secondary access to the site is off of 77th Street from the south. There is actually a private cross-access that provides access to each of the sites internally. In addition, there is cross-access that has been recorded to the east through the Olive Garden and the Famous Dave's property which, again, reaches back down to 77th Street. And the certified survey map was previously approved, and so this will be just the development of one of those lots.

The Plan Commission also approved preliminary site and operational plans to allow for the mass grading and the installation of public and private infrastructure improvements within the Prairie Ridge West. The Village Board also approved a development agreement for the installation for any of the public improvements such as the sanitary sewer and some sidewalk improvements within this area.

A Prairie Ridge West Commercial Development Sub Owner Association to manage the shared maintenance responsibilities of all internal commonly owned improvements was established with the four lots, and that declaration of covenants and restrictions was recorded on these properties. In addition, there is a second declaration of restrictions as you may know for the Prairie Ridge commercial development that was recorded a number of years ago. So these four properties are basically subject to both sets of declarations.

For the site and operational plans being presented this evening for the Plaza at Prairie Ridge, EVO Development is a Wisconsin based commercial real estate development firm who is proposing to construct a new, estimated 9,000 square foot, multi-tenant, retail building which would have between three and five retail tenants.

Tenants in the retail building are likely to operate between the hours of 8 a.m. to 10 p.m. daily, although specific hours shall be determined by each store owner. However, no tenant shall be allowed to operate on a 24-hours basis. Typical deliveries will take place during normal business hours and scheduled for off-peak times as to not disrupt normal shopping and traffic patterns for

customers and neighbors in the adjacent Prairie Ridge developments. Some tenants may require deliveries to be made earlier or later, but that needs to be coordinated by the management.

Pursuant to the district regulation the hours of operation could be between 5 in the morning and 12 at night. Again, it's not intended that these particular retail users will go beyond the original posted hours as indicated by John. With respect to deliveries between 6 in the morning and 10 p.m. are the typical hours for delivery. However, snow plowing, emergency type of services for the building can occur at any time.

The Plaza at Prairie Ridge hopes to generate approximately 30 to 35 start up jobs. Full and part-time employees should range from 15 to 25 depending on the final tenant lineup. Each owner and tenant will be responsible for the hiring of its employees.

And, again, with respect to site access I think we've covered that with respect to access to the site. With respect to parking the Plaza is required to have a minimum of one parking space per 200 square feet of floor area plus one space for each two employees plus the required handicapped accessible parking spaces. So they have 45 spaces plus the 10 spaces and 55 spaces are required. And the site is providing 75 parking spaces. So they're providing more than adequate space in parking on their particular lot. The average daily truck trips and total average truck trips generated will depend on the final tenant lineup, however it would be consistent with any other 9,000 square foot small retail center in the Village.

With respect to building and design, again, the Plaza is on a 1.42 acre parcel. It has 23.2 percent of open space within the Prairie Ridge West development there. There is a much greater amount of open space, again, because of the wetlands and other common open space areas that are shared amongst all of the lots in that location. The retail building meets the following minimum setbacks as stated by the ordinance. Again, 65 feet from the property line on Highway 50 and 30 feet from all other property lines. The building materials consist of natural stone veneer, brick and stone bandings and EFIS accents at the upper levels. In addition, there will be a combination of fabric awnings.

With respect to security, as you know as part of the PUD for this particular development they entered into an agreement a digital security imaging agreement with the Village, and that agreement has been executed, and the access easement has been recorded. They are in the process of, again, completing one of the next buildings which is Cheddar's, but the actual location of the DSIS head room, the main room that holds the DVR, will be in this particular building. And it will need to be completed and fully operational prior to their occupancy. And, again, that will bring Cheddar's, the Plaza as well as Olive Garden all online at the same time because Olive Garden is also tied to this DSIS agreement.

With respect to waste disposal, the Plaza at Prairie Ridge will include a shared recycling/refuse area which will be maintained regularly to prevent any concerns with respect to storage of garbage. In addition, the shopping center will be regularly monitored for all other typical maintenance items, trash pickup and general cleanliness. All of these users that we're working with take great pride with respect to how clean their site is kept, and especially the other users out in Prairie Ridge. So I think that that will be maintained without any concerns.

With respect to the text amendment, again, they are requesting a modification to the PUD. One is for the primary monument sign that's proposed to be installed adjacent to Highway 50. They're requesting that it be 160 square feet and 16 feet in height similar to the other primary monument sign for the Prairie Ridge Commons multi-tenant building just down the street within the Prairie Ridge development.

The amount of allowable commercial advertising signage allowed per tenant is proposed to be the same as Prairie Ridge. Specifically that criteria is sign size 50 square feet maximum per building, facade per tenant store space. And the sign site three feet maximum, and then in compliance with all the other requirements as set forth in the wall sign requirements in the ordinance. It's hard to tell, but actually in the drawings and some of the illustrations there's actually a specific designated area where the signage can be located. So we're not crossing any architectural features, we're not crossing into the next tenant space. So it's clearly defined as to where their sign banding can be located.

With that, I'd like to continue the public hearing for the zoning text and map amendment and any other discussion that we'd like to have with respect to the site and operational plans for the Plaza.

Tom Terwall:

This is a matter for public hearing. Anybody wishing to speak in this matter? Yes, sir?

John Holborow:

Good evening Commissioners and staff. My name is John Holborow from EVO Development, Inc. My address is 5375 North 118th Street in Milwaukee, Wisconsin. I'd just like to add a few things. Obviously we hope that you're as excited as we are about talking about actual development to finish out the Prairie Ridge development that's taking place out there. Obviously, as you guys are well aware, Cheddar's is under way. I was the consultant that worked with Water Street Land to entitle the property and put in the public and private infrastructure that has allowed the development to move forward.

On a specific note I just wanted to add that in addition to the DSIS system that will be housed in this building specifically that we'll be bringing online Cheddar's and Olive Garden. There will be conduits that will be installed at this time that will lead to the future Lot 3 which is the lot that's to the south that faces 77th Street. So that in the future as that lot is developed they will already have the infrastructure and the ability to tie into the DSIS system that will be in our building.

Outside of that we have no issues and no problems complying with staff recommends and with staff comments and look forward to breaking ground here shortly. To that note our financing is approved. I'm working on finalizing leases with tenants. I'm sure you'd all like to know specifically who my tenants are but I don't have signed leases yet. So I'd be remiss to announce anything tonight. But I'm hoping to sign leases this week and potentially have my full occupancy. I'd have 100 percent occupancy before we break ground, all of the leases signed, and we hope to break ground by the end of June or early July depending on finalizing our construction drawings, getting them submitted to the State for permitting and review and obviously the Village for their review.

Tom Terwall:

So you're already dealing with five potential clients, is that correct?

John Holborow:

Three potential tenants would take 100 percent of the space. It was set up so that we could have a maximum of five, and we ended up with three tenants that I've negotiated letters of intent with and within days of lease execution.

Tom Terwall:

And that will fill the entire building?

John Holborow:

Yes, sir.

Tom Terwall:

Thank you very much. This is a matter for public hearing. Is anybody else wishing to speak? Anybody else wishing to speak? Hearing none I'm going to close the public hearing and open it to comments and questions from Commissioners.

Michael Serpe:

I was just going to move approval of the site and operational plan.

Jim Bandura:

I'll second it.

Tom Terwall:

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

Voices:

Aye.

Tom Terwall:

Opposed? Now I need a motion to send a favorable recommendation to the Village Board.

Wayne Koessl:

I would so move, Chairman.

Michael Serpe:

Second.

Tom Terwall:

MOVED BY WAYNE KOESSL AND SECONDED BY MIKE SERPE TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING TEXT AMENDMENT 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.

Michael Serpe:

Are any of these places chains?

John Holborow:

Yes, they're national tenants, yes.

Michael Serpe:

Any fast food restaurant?

John Holborow:

I will go on record we're not negotiating with any food users currently.

D. Consider the request of Michael Kinstle of Meijer Distribution, Inc., applicant for the property located at 7400 95th Street for approval of Final Site and Operational Plans for the construction of a 245,792 square foot distribution building addition for Meijer Distribution, Inc.

Jean Werbie-Harris:

Members of the Plan Commission and the audience, this is the request of Mike Kinstle of Meijer Distribution, Inc., applicant for the property located at 7400 95th Street for the approval of final site and operational plans for the construction of a 245,792 square foot distribution building addition for the Meijer Distribution, Inc.

The petitioner purchased the property previously occupied by SuperValu located at 7400 95th Street for a wholesale grocery distribution center for Meijer Distribution, Inc., and a plan to construct a 245,792 square foot distribution center addition with a high bay automated storage and retrieval system building, welfare areas and associated docks.

The site was previously developed as a wholesale grocery distribution center, supporting retail grocery stores in Southeast Wisconsin or southern Wisconsin and northern Illinois. Packaged dry groceries, frozen food, meat dairy and produce were shipped to the facility from suppliers throughout the country and temporarily stored in non-refrigerated and refrigerated warehouse buildings until such time as they are selected and loaded onto trucks and shipped to retail grocery stores. The site was originally planned to be developed in phases with various types of buildings and pavement additions. Operation and use of the facility referred to as the Meijer Western Distribution Center, I think that's the correct name, will not be significantly different other than increases in volume, significant increases in volume, due to the proposed additions and future conversion of a portion of the freezer storage to refrigerated storage.

A lot of the next information I've actually presented in its entirety at the time of the preliminary site and operational plan. So I'm just going to go over and highlight some of them for you again. You've heard this information before. But now we're at the final site and operational plan stage. They've actually already received their footing and foundation. They're well under way with that, but now they're looking for the final site and operational plans.

Again, the property is zoned M-2, General Manufacturing District. There are no environmentals on the property such as wetlands, shorelands or 100-year floodplain on the property. The property does meet all of the requirements of the Village zoning ordinance including the M-2 height restrictions as modified recently by the Village Plan Commission and the Village Board. And with their modified height for their ASRS building basically they meet all of the required setbacks for the Village. The location of the parking lots, maneuvering lanes and the fire access lanes, including the curb and gutter detail, shall not be located within any easements on the property without express written approval of any easement holders and shall meet all of the minimum setbacks. All of their plans do meet all of the minimums from that respect.

With respect to hours of operation, this facility is a 24-hour operation seven days per week and varying degrees of activity. The office will operate daily in conjunction with the distribution business flow. The facility will not be open to the general public. Meijer trucks making deliveries to retail stores will depart throughout the day, seven days a week via a south entrance to 95th Street. These loads will depart over a daily 24 hour period with peaks being from 10 at night and 3 in the morning. These trucks and third party trucks will return throughout the 24 hour daily period, seven days a week via the Highway 31 or Green Bay Road entrance. That is the one modification. And they're actually going to be coming back with a significant set of modifications to the existing facilities.

And one of the things I just wanted to bring to your attention is that instead of all of the their truck traffic coming in and out of Green Bay Road, it is now actually going to be split between Green Bay Road and 94th Street with the understanding that the 95th Street access that's going to be Meijer trucks in particular that are bringing their product to their Meijer grocery stores. Their third party vendors and others will be going in and out of the Green Bay Road access.

With respect to the anticipated startup date and employee count, again, this information was provided to you previously. The only thing that we have modified is that the existing facility is going to be opening much sooner than what the Village staff originally had anticipated. But the intend to operate their new -- to start their new operations, excuse me, by March 31, 2014. So they'll be starting a little bit earlier. Originally we thought it was going to be the end of summer, but now it will look like mid spring.

The staff comments also outline the number of team members that they're going to have over first shift, second shift. At any time of the day it's anticipated that the maximum number of employees on the site will be 316. Again, I just discussed some of the site access and parking. And, again, on the slide incoming/outgoing trucks on Highway 31, Meijer outgoing trucks through a future access on 95th that will align to the SC Johnson access on the south.

Office workers will all enter and exit from 95th Street. Existing parking 411 for office spaces, 75 for truck driver parking, 60 for tractor parking and 120 for trailer parking. And additional parking configurations, as you can see, 42 truck driver parking, 40 tractor parking, 330 trailer parking, 50 bullpen parking and 61 Witron parking. So they are going to be making, as you can see, a number of modifications in the very north end of their site with respect to accommodating parking for their drivers and their vendors and for everyone else with respect to the facility. So the anticipated average and maximum daily truck traffic counts then, the average daily truck traffic is projected to be approximately 320 per day and 416 on peak. Future estimated totals, average daily truck traffic is projected to be about 480 per day and 624 on peak.

Description of potential adverse impacts to neighboring properties, there will be an increase in truck traffic and its associated impact to traffic on Green Bay Road as well as on 95th Street. The existing inbound truck entrance has two lanes wide and queue length to gate arms at the existing guardhouse which is roughly three trucks per lane. One of the things that they're also going to be doing is removing that existing guard station and shifting it further to the west in order to allow for many more trucks to be queued and to get the trucks to what they need to do in the staging areas and in the bullpen areas. And then going out they'll roughly have two 100 foot in length queuing areas for outbound traffic which will be released slowly to exist security procedures. So two trucks every five minutes.

An increase in truck traffic and its associated impact on 95th Street is anticipated. A future new outbound truck driveway will align with the entrance to the south. One of the things that I'm not sure if I had mentioned previously or if Mr. Spence had mentioned previously is that the Village is undertaking a traffic analysis, a TIA, that will cover this part of Highway 31 down to Highway 165, and then 165 all the way out to the intersection, as well as examining all of those intersections in that whole route. So we are going to be working later this spring and this summer on updating and preparing a TIA. I believe that the Board just approved a contract to hire a consultant to do that study with the engineering department.

Wayne Koessl:

Through the Chair to Jean if I may. Will that TIA include the north two lanes of 165?

Jean Werbie-Harris:

Yes.

Wayne Koessl:

Very good, thank you.

Jean Werbie-Harris:

And maybe Mike wants to expand on that.

Mike Spence:

Yes, we're actually having our kickoff meeting on Friday on that project. There's a number of intersections. I think they total 14 that we're going to be evaluating. They include intersections on 95th Street at 31, at 80th Avenue where Meijer's is looking at that other access point. We're looking at the intersection of 95th and H, all the intersections along 165 from 31 to the interstate. And then we're also looking at the potential for adding the two remaining lanes on 165 over the Des Plaines River. So that's all part of that as well as on the west side for potential development on the east frontage road, too. So it's pretty comprehensive.

Wayne Koessl:

Thank you.

Jean Werbie-Harris:

With respect to open space, landscaping and stormwater facilities, the M-2 District requires a minimum of 25 percent open space. This site greatly exceeds this requirement. Currently 68.3 percent of the site is open space, and with the proposed addition including the additional parking and maneuvering lanes the site will still have almost 45 percent open space. Upon completion of any additional future paving this site will still remain at 27 percent open space.

The existing stormwater management basin will be maintained and retrofitted to control stormwater quantity and improve stormwater quality in accordance with the current State and local standards. The existing basin in the southwest corner of the site is also proposed to be modified in the future to accommodate the future newer Meijer truck access to 95th Street. Existing screening on the east side of the site is currently being provided by earthen berms and landscape trees. The existing screening will be maintained. The existing berm and landscaping will also help to block noise and any glare that might come from internal truck traffic.

With respect to the preliminary site and operational plans they were approved by the Village Plan Commission on January 14, 2013 to allow for mass grading and early footings and foundation and for the initial construction support for the building of this addition. On April 3, 2013, a permit was issued, and work has commenced to being that mass grading and footing and foundation. So they are requesting then the final site and operational plans this evening. There are representatives for Meijer here with us from out of town. And if you have any questions I'm sure they'd be happy to answer any of those questions regarding construction and the development on the site.

Tom Terwall:

Anything you'd like to add before I turn it over for questions?

Michael Serpe:

Jean, I understand the Meijer delivery trucks are going to leave from 95th Street, and the delivery trucks to the warehouse are going to come in off of 31. Are those two access points interchangeable from the site?

Jean Werbie-Harris:

I would say no based on their logistics, but maybe we could have a representative.

Michael Serpe:

And the only reason I ask that is if there's ever a reconstruction project going on 95th Street or 31 are we going to hamper their effort?

Tom Terwall:

Give us your name and address, sir.

Terry Shaw:

Terry Shaw, 1100 Hunter Drive, Lancaster, Kentucky, 40444. And I'm a civil engineer. I'm responsible for site planning, permitting and design. So everything outside the building I've been coordinating and helping with that.

Michael Serpe:

Did you hear my question?

Terry Shaw:

Yeah. If something happened, if there was an accident or construction or whatever, those could be used interchangeably to go back and forth. There's not going to be anything prohibiting movement from one direction to the other.

Tom Terwall:

Thank you. Anything further?

Michael Serpe:

Move approval of site and operational plan.

Wayne Koessl:

I'll second, Mr. Chairman.

Tom Terwall:

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

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Jean, when will SuperValu be totally out of the facility, do you know? Do you guys know?

Terry Shaw:

[Inaudible] on the distribution side they're out. They're still using the office. I think they're supposed to be out by August 1st.

Wayne Koessl:

Also, thank you for locating in Pleasant Prairie.

John Braig:

Looking forward to your new store also.

E. Consider the request of Deborah Lemay owner of the property at 3300 99th Street and the adjacent property (92-4-122-243-0145) with a detached garage for approval of the Lot Line Adjustment.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, this is a request by Deborah Lemay, owner of the property at 3300 99th Street and the adjacent property identified at 92-4-122-243-0145 that has a detached garage for approval of the lot line adjustment. The properties located at 3300 99th Street, and the adjacent property is located just to the east. And the adjacent property has a detached garage located at the corner basically of 33rd Avenue and 99th Street. It's owned by Deborah Lemay who is requesting to adjust the common property line.

The rear approximately 46.25 feet of the property with the existing detached nonconforming garage is proposed to be added to the property at 3300 99th Street. The detached garage is nonconforming in that a home is not located on the property. Therefore, after the lot line adjustment the nonconforming garage will become a conforming use on the property with the existing home. So they're intending to detach it from the corner parcel and attach it to the lot that has the existing home.

Both properties are zoned R-4, Urban Single Family Residential District, which requires lots to be a minimum of 15,000 square feet, and the detached garage is required to be 10 feet from the side and rear property lines. The proposed lot line adjustment and all the structures on the property after the lot line adjustment comply with the requirements set forth in the zoning ordinance as well as the land division and development control ordinance.

The staff recommends approval of the lot line adjustment subject to the petitioner recording the proper transfer documents with the plat of survey for the lot line adjustment as an exhibit with the Kenosha County Register of Deeds office and providing the information back to the Village within 30 days.

Tom Terwall:

Is Deborah Lemay the owner of both parcels?

Jean Werbie-Harris:

Yes.

Tom Terwall:

You are?

Jean Werbie-Harris:

I'm not sure she's here.

Tom Terwall:

So you don't know if she owns both parcels?

Jean Werbie-Harris:

She does. She does own both properties.

Tom Terwall:

Okay, thank you. What's your pleasure?

John Braig:

A no brainer, I move approval.

Jim Bandura:

Second.

Tom Terwall:

IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE LOT LINE ADJUSTMENT SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

8. ADJOURN.

Jim Bandura:

So moved.

John Braig:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you.

Meeting Adjourned: 7:27 p.m.

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

Recommendation:

Village staff recommends that the Plan Commission approve the **Site and Operational Plans including approval of the Digital Security Imaging System and Access Easement** for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be known now as Center 50 subject to the comments and conditions of the Village Staff Report of June 24, 2013.

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

Recommendation:

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Map and Zoning Text amendment for the redevelopment of the Town N Country Shopping Center located south of STH 50 between 45th and 47th Avenues to be now known as Center 50 subject to the comments and conditions of the Village Staff Report of June 24, 2013.

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

VILLAGE STAFF REPORT OF JUNE 24, 2013

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

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

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

The existing multi-tenant strip mall located south of STH 50 between 45th and 47th Avenues known "Town N' Country Shopping Center" is proposed to be redeveloped and rebranded by the petitioner into "Center 50". The redevelopment and rebranding will include not only a name change but the petitioner is proposing to make building modifications, site plan improvements to the parking areas and drive aisles and sign modifications. As part of the redevelopment, a Planned Unit Development (PUD) is being proposed. A PUD allows the Village some flexibility with dimensional requirements of the underlying B-2 District provided there is community benefit.

The improvements made to the existing "Town N' Country" facility are intended to provide a newer, cleaner look for the mall as it is rebranded to "Center 50" and the petitioner hopes that with the planned renovations, the new "Center 50" will provide a better overall shopping experience to customers and provide a more attractive business area for future tenants.

The current mall has three (3) tenants which will be retained, Ace Hardware, Autozone and Erica's Jewelry. In addition, Family Dollar has submitted a lease agreement to the new owner with their intent to move into one of the vacant tenant spaces. The rest of the tenant spaces will be prepared for new tenants.

The petitioner proposes to update the entire parking configuration to maximize parking for new customers, and provide newly landscaped parking islands to provide an increase in the landscaped green space on the current site.

Site Access, Parking and Landscaping: Reconfiguring the parking lot, by defining parking aisles with curbed landscaped islands, adding landscaped areas adjacent to 45th Avenue, 76th Street and 47th Avenue to define entrances to the site, to remove the existing entrance to 75th Street and to provide landscaped area adjacent to Safeway Auto property northeast of the property.

The propane tank is proposed to be relocated to the southeastern end of the parking area. The relocation of the propane tank will require approval of a new Conditional Use Permit by the Plan Commission and a release of the existing Conditional Use Grant Document #04-11 that is recorded at the Kenosha County Register of Deeds Office prior to its relocation. The required fencing will be required to match the black coated vinyl fencing with black slates used for the garbage dumpsters and bollards shall be painted black.

The current tenant space occupied by Ace Hardware may become available to new tenants when their lease is up in approximately 4 years. Based on the lease expiration, the proposed site plan

has been designed to convert the existing outdoor fenced area currently being utilized for outdoor garden sales and storage for Ace Hardware into 24 additional parking spaces for the use of customers at Center 50.

The Plans provides for 273 parking spaces (including 8 handicapped accessible parking spaces) on the north and east side of the building. [Note this includes the 24 spaces fenced by Ace for the garden center and three (3) parking spaces where the existing propane tank is located). There will be an additional eight (8) parking spaces provided at the southwest corner of the site.

The minimum on-site parking requirements for retail spaces are one (1) space for each 200 feet of primary floor area plus one (1) space for every 2 employees ($58,782/200=294$ spaces plus $50/2=25$ is a total of 319 parking spaces.)

If any tenant space is used for a restaurant additional parking would be required. The minimum on-site parking spaces required for a restaurant is one (1) space for each 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift.

If the entire building is used for retail uses, then based on the primary first floor building area of 58,783 square feet and an estimate of 50 employees, the Village Zoning Ordinance requires a minimum of 319 parking spaces plus the required number of handicapped accessible parking spaces pursuant to the State code. (The parking provided on-site is 273 (excluding handicapped accessible spaces and including the 27 parking spaces occupied currently by Ace Hardware Garden Area and propane tank area), which is 46 spaces less than the minimum required. If you include the 27 parking spaces currently fenced by Ace then the Center is 73 parking spaces shy of the minimum parking requirements.

No parking for employees or customer vehicles is allowed in the rear of the building, with the exception of the eight (8) parking spaces at the southeast corner. However, if additional parking is required, it can be obtained from the parking lot area west of 47th Avenue (Lots 9 & 10 of Midwest Highland Subdivision) which is owned by the applicant. In the past this area was intended for employee/overflow parking for the center. This parking area has become neglected and not utilized because adequate parking on site was available. If parking becomes an issue on the site as determined by the Village Zoning Administrator at the time the center is 100% occupied, then this lot may be required by the Village to be utilized for additional parking. Further discussing is warranted regarding these two properties.

If Lots 9 and 10 of Midwest Highland Subdivision are determined not to be needed for additional parking, what are the owners proposed plans for this area? At a minimum, as part of the conditions for approval, these Lots shall be cleaned-up (de-weeded and properly landscaped) or the broken asphalt removed and the site stabilized. Currently, the 2035 Comprehensive Land Use Plan Map indicates these two (2) lots are planned for future commercial use. If not required for parking, further discussion to revert the lots back to the single-family lot status is needed. To revert this area back to two single family home sites, a Comprehensive Plan Amendment and Zoning Map Amendment would be required. Prior to reverting to another use, verification shall be provided that these lots are not needed to meet the parking needs of the site and its uses.

Landscape islands are being provided at the end of each of the parking islands and the Chase ATM will remain and located within a landscaped island. The exterior area surrounding the parking lot will be green space and landscaped.

The green landscaped area adjacent to STH 50 is located within the right-of-way of STH 50. Pursuant to the landscape plan the existing plantings are proposed to be removed and this area is proposed to be turf. Street trees shall be planted every 50 feet within the right-of-way of STH 50 and grouping of low level plantings shall be provided (the vision triangle shall remain unobstructed). A new three (3) foot high decorative metal fence with brick pillars is proposed to be installed along 75th Street

The green space adjacent to 47th Avenue north of the building will be located on the property at its existing location and the existing landscaping will remain. The new parking area at the southeast corner of the site will be defined by a green landscaped area on the west and south. The green space area on the west adjacent to 47th Avenue will be within the property and a portion of the green space on the south will be on the property and within the right-of-way. Pursuant to the landscape plan this area is proposed to be turf. Low level plants with one street tree be planted in the green space adjacent to 47th Avenue (the vision triangle shall remain unobstructed.)

The green space adjacent to 45th Avenue and the parking area at the southeast corner is proposed to be located within the right-of-way of 76th Street and 45th Avenues. Pursuant to the Landscape Plan only a few trees are proposed. Street trees shall be placed every 50 feet along 45th Avenue and 76th Street (the vision triangle shall remain unobstructed).

Currently on the site there is limited green space (approximately 2,800 square feet). The Plan as proposed would provide 14,700 square feet or 13.9% of the 4.7 acre site within green space areas within an addition 3,347 square feet of green space off-site within the right of way of STH 50, 45 and 47th Avenues and 76th Street.

New light standards will be installed within the landscaped islands on the site. The height of the lights shall not exceed 20 feet in height and the concrete pedestal that the lights sit on shall not exceed 12" above grade. If the light poles are proposed to be used for security cameras as discussed below, the lights standards shall be sized to handle the required wind loads and design criteria for the security system.

A work in the right-of-way permit will be required for all work done with the Village's right-of-way and will be required to be done by a Village pre-approved contractor. In addition, all work within STH 50 will require permits to be obtained from the WI DOT prior to work commencing.

Building and Façade Improvements: As part of the redevelopment of the site the building will be modified and updated. The building will be fully sprinklered pursuant to the Village Fire Suppression requirements. The building façade improvements include:

- Increasing the square footage by 1,565 sq. ft. to 60,332 sq. ft. This small addition will be in three areas at the front of the building to eliminate that alcoves and provide one continuous façade.
- Removing the canopy and creating a new parapet for the front of the building
- To reconfigure the units within the building. A total of 11 tenant spaces will be provided and the basement will be allowed for storage by the tenants since the petitioner is installing fire sprinkler system. (Note: All tenant changes, including storage in the basement will require permits and inspections by the Village Building and Fire & Rescue Departments prior to occupancy.)
- **North (front) facade:** The current peaked parapet and the covered canopy over the sidewalk and store entrance areas on the front façade will be removed and a new parapet and façade will be added. The main store front areas will be re-glazed with bronze aluminum frames and new doors will be installed. The existing painted brick and glazed tile will be replaced with a new brick veneer and all windows on the front will be replaced within the exception of the windows on Ace Hardware and Auto Zone areas. The new parapet wall will provide a higher elevation (19 feet) will be added at three locations, Tenant Space 4 occupied by Auto Zone, Tenant Space #7 to be occupied by Family Dollar and Tenant Space #11 occupied by Ace Hardware. The tenant spaces between these heights will drop down 3 feet (16 feet). A band of EFIS is proposed which will provide space for the tenant wall signage and the parapet wall (both the 16 foot and 19 foot sections) will be topped with a decorative cornice feature.

- **West (side) façade:** the brick on the west side of the building will remain. The windows will remain and the wood trim detail under the window will be removed and the plaster area painted to match the brick, the entrance doors and concrete steps will remain. The concrete steps must be repaired and the door, door frame and rails shall be painted black. The canopy area and brick piers are proposed to remain however existing trim details will be removed and the plaster will be painted to match the brick.
- **South (rear) façade:** The existing block wall and metal ribbed panels are proposed to remain unchanged. New guard rails are proposed by each loading dock area and two new dock door areas with stairs are proposed. In addition six (6) new block dumpster enclosure areas are proposed in the rear of the building. The block dumpster enclosure is proposed to be eight (8) feet high. The fence gates are proposed to be chain link with vinyl slats. All metal railings, door frames and doors will be painted black, and remain painted black. All back doors shall have lettering stenciled with the tenant space number (maximum height of letters/number 3"). Areas in front of the dumpsters and the loading docks will be replaced with concrete on the property and within the right-of-way of 76th Street to meet the edge of the paved road. Three other areas where heavy traffic is not proposed will remain asphalt from the building to the edge of the road. In addition, the developer is working with We Energies and other utilities to relocating some of the existing poles.
- **East (side) façade:** The existing block wall and metal canopy are proposed to remain unchanged. The metal canopy will likely be removed when the outdoor garden area for Ace is removed.

Signage: The existing non-conforming pylon sign will be removed and replaced with a new sign to complement the proposed changes to the building/site. The sign is proposed to be 18 feet high with 135 square feet of display area on each side for the tenants including the signage area for "CENTER 50". The sign will be placed on a brick base to match the building within a landscaped area and the address of the center-7623 75th Street will be on the base of the sign. The address letters shall be a minimum of 3" high and 18 inches off the ground so that the address remains visible after the required landscaping is installed. The leading edge of the sign is proposed to be setback five (5) feet from the property line adjacent to 75th Street.

Security. As part of the PUD, a Digital Security Imaging System (DSIS) is required and will be installed pursuant to the Village Ordinance requirements and the executed DSIS Agreement for the development. See attached final draft DSIS Agreement and Access Easement. Prior to issuance of building permits, the DSIS Agreement shall be executed and the DSIS Access Easement must be recorded at the Kenosha County Register of Deeds. The DSIS shall be inspected and operational by November 1, 2013 or prior to the Village issuing a written Certificate of Compliance for building and site improvements, whichever occurs first.

Planned Unit Development Overlay District: As part of the redevelopment, a Planned Unit Development (PUD) is being proposed. Currently the building, parking lot and open space do not meet the Village Ordinance requirements, the PUD allows the Village some flexibility with these dimensional requirements of the underlying B-2 District provided there is community benefit.

Since this property abuts four (4) streets, the B-2, Community Business District currently requires that the building be setback a minimum of 65 feet from the property line adjacent to STH 50 (75th Street) and a minimum of 40 feet from the property lines adjacent to 45th Avenue, 47th Avenue and 76th Street. The existing building, that was built in 1959 does not meet these minimum setbacks requirements and is considered a legal but non-conforming structure. In particular the building is 17.6 feet from the property line adjacent to 76th Street with concrete steps, loading docks and garbage enclosures with nearly zero setback (the existing garbage dumpster behind space 13 that is in the right-of-way of 76th Street shall be removed); the building setback to 45th and 75th Street meet the minimum setback requirements and the building is setback 8.8 feet from

the property line adjacent to 47th Avenue with the supports for the covered walkway within nearly zero setback.

The Village Zoning Ordinance requires that the parking lots, including fire lanes and maneuvering lanes, be located a minimum of 20 feet from property lines. Existing paved parking lots are paved to the property lines and some existing parking adjacent to 47th Avenue is located within the right-of-way of 47th Avenue. In addition, the Zoning Ordinance requires landscaped islands for every 25 parking spaces. The parking areas are proposed to be reconfigured to provide additional landscaped areas within the site.

The PUD, as ***attached***, includes the following modifications:

- Reduces building setback to allow a zero foot building setback to 76th Street and 47th Avenue (which includes all concrete steps, loading docks, garbage enclosures and supports for covered walkways).
- Allows the detached ATM enclosure to be setback a minimum of 20 feet from property lines.
- Reduces the parking lot setback to the property line provided that clearly defined entrances and exits are provided to the site from 45th Avenue, 47th Avenue and 76th Street and the entrance to STH 50 is being removed.
- Requires curbed landscape islands at the end of all parking aisle and additional landscaping is being provided along the perimeter of the site (some green space areas within the right-of-way).
- Allows the primary monument sign to be 18 feet high and setback a minimum of five (5) feet from the property line.
- Allows for the three (3) foot high decorative fence to be located on the property line adjacent to STH 50.
- Allows the minimum parking spaces to be reduced.
- Allows the minimum open space requirements to be reduced.
- Allows for the construction of detached garbage enclosures.
- Requires that the development be monitored by a Digital Security Imaging System and an Access Easement provided to the Village.
- As required by the Village Municipal Ordinance, the building shall be protected by an automate fire sprinkler system

RECOMMENDATIONS:

Village staff recommends approval of the Zoning Text and Zoning Map Amendments as presented. In addition, a written legal description of the property shall be provided on a 8½ by 11 sheet to include as Exhibit 1 of the PUD Ordinance.

Village staff recommends approval of the Site and Operational Plans including the Digital Security Agreement and Access Easement subject to the above comments and the following conditions:

1. Approval of the Zoning Map and Text Amendment related to the Planned Unit Development for the Center 50 re-development project.

2. Prior to issuance of building permits, the DSIS Agreement shall be executed and the DSIS Access Easement must be recorded at the Kenosha County Register of Deeds. Attached is a final draft of the Agreement and Easement. The DSIS shall be inspected and operational by November 1, 2013 or prior to the Village issuing a written Certificate of Compliance for building and site improvements, whichever occurs first.
 - a. If the parking lot lights will be used for security camera's verify that the wind load is sufficient for the camera system.
 - b. A copy of the executed Center 50 LLC operating documents shall be submitted to the Village.

3. No parking for employees or customer vehicles is allowed in the rear of the building, with the exception of the eight (8) parking spaces at the southeast corner. However, if additional parking is required, it can be obtained from the parking lot area west of 47th Avenue (Lots 9 & 10 of Midwest Highland Subdivision) which is owned by the applicant. In the past this area was intended for employee/overflow parking for the center. This parking area has become neglected and not utilized because adequate parking on site was available. If parking becomes an issue on the site as determined by the Village Zoning Administrator at the time the center is 100% occupied, then this lot may be required by the Village to be utilized for additional parking. Further discussing is warranted regarding these two properties.

If Lots 9 and 10 of Midwest Highland Subdivision are determined not to be needed for additional parking, what are the owners proposed plans for this area? At a minimum, as part of the conditions for approval, these Lots shall be cleaned-up (de-weeded and properly landscaped) or the broken asphalt removed and the site stabilized. Currently, the 2035 Comprehensive Land Use Plan Map indicates these two (2) lots are planned for future commercial use. If not required for parking, further discussion to revert the lots back to the single-family lot status is needed. To revert this area back to two single family home sites, a Comprehensive Plan Amendment and Zoning Map Amendment would be required. Prior to reverting to another use, verification shall be provided that these lots are not needed to meet the parking needs of the site and its uses.

4. The Village will require one address be assigned to the facility rather than the multiple address currently being used by the various tenants. Each tenant space will be assigned a suite number. Based on the current addresses in the area the address for the entire facility will be **4623 75th Street**. The owner is responsible to ensure that all tenants are aware of this change and all alarm systems shall be verified that this is the current address for the property.
5. The plans have been reviewed for conformance with the Village Ordinances and 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. **The following changes shall be made to the Site and Operational Plans. Three (3) revised plans along with notations explaining how each of the items below has been addressed shall be submitted for final staff review and approval prior to issuance of the required permit:**

- a. Plan Sheet A1.0:
 - i. Dimension the width of a typical angled parking space.
 - ii. Correct the parking spaces provided and the on-site versus off-site landscaped areas. In addition, include the area and percent of impervious surfaces on the site.

- iii. The 3' high decorative metal fence line along 75th Street should include two more brick piers at the break along STH 50 by the new primary monument sign. Show and note on the plan.
 - iv. No commercial parking is allowed on 76th Street. The pavement area shall be painted as striped as "No Parking". Show and note on the plan.
 - v. All required bollards shall be shown around utility poles that are not located within landscaped islands and all fire hydrants. All bollards shall match and be painted black. Show and note on the plans.
 - vi. The "light green" color area within STH 50 shall be changed to green and the required landscaping shall be added. See landscaping comments below.
 - vii. All landscaping as shown on revised sheet I 1.0 shall be shown on sheet A1.0.
 - viii. Add a note on that states: "The relocation of the propane tank will require approval of a new Conditional Use Permit by the Plan Commission and a release of the existing Conditional Use Grant Document #04-11 that is recorded at the Kenosha County Register of Deeds Office prior to its relocation. The required fencing will be required to match the black coated vinyl fencing with black slates used for the garbage dumpsters and bollards shall be painted black."
- b. On the west façade, the concrete steps must be repaired and the door, door frame and railings shall be painted black. Note on the Plans.
- c. The following comments are from the Village Engineering Department:
- i. Correct the existing 45th Avenue / STH 50 existing curb radii location on the plans. The current plans show the curb at this location to be in alignment with the existing site curb along 45th Avenue, which is incorrect.
 - ii. In saw cutting the existing asphalt along 45th Avenue and 76th Street, it may be necessary to extend the saw cut limits further into the roadway based on pavement conditions and repave a sufficient strip to create a stable pavement edge. Contractor must consult with Village Engineering Department prior to saw-cutting pavement. A note indicating this shall be placed on the plans.
 - iii. It is unclear if the plans show the actual edge of pavement on the south side of 76th Avenue. Label the existing edge of pavement and the proposed road width from edge of pavement to the proposed concrete pads and intersection curbs.
 - iv. The design engineer shall check the drainage patterns and determine if the proposed curb located near the existing inlet (along 76th Avenue near the south west corner of the building) will block any road drainage that may be draining to this inlet and make any revisions as needed. The same comment pertains to the inlet located at the corner of 76th Street and 47th Avenue.
 - v. Curbs shall be tapered at all terminus points for entrance and intersection radii. Place a note and/or detail on the plans.
 - vi. On the civil plan sheets, the parking isle width on the east side of the existing propane tank area shall be corrected to 30-feet. Also, re-position the 30-foot dimension south of the main entrance correctly show the isle width.
 - vii. The landowner shall be responsible for maintenance of all concrete pads and landscaping curbs within the road right-of-way. The Village reserves the

right to make any modifications within the right-of-way at any time in the future.

- d. The Village Public Works Department requested that a sanitary / storm sewer cross-connection investigation be completed. A report of the investigation was submitted summarizing the investigation, findings, and any required plumbing corrections. This report is being review by the Village Public Works Department to determine if any additional information is required.
- e. Plan Sheet L1.0 shall be revised to include:
 - i. Street trees shall be planted every 50 feet within the right-of-way of STH 50 and grouping of low level plantings shall be provided (the vision triangle shall remain unobstructed).
 - ii. Low level plants with one street tree be planted in the green space adjacent to 47th Avenue (the vision triangle shall remain unobstructed.)
 - iii. Street trees shall be placed every 50 feet along 45th Avenue and 76th Street (the vision triangle shall remain unobstructed).
- f. Compliance with the **attached** memo from the Village Fire & Rescue Department dated May 22, 2013. **Pursuant to condition #2 the owners shall submit a letter to the Fire & Rescue Department prior to obtaining building permits stating that the project will comply with all requirements of this memo. A copy of this letter shall also be provided to the Community Development Department.**
- g. Compliance with the following conditions 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 if over 100,000 sq. ft., or apply for Village Municipal Approval if under 100,000 sq. ft., prior to submitting (2 sets State) (4 sets Municipal) for building permits from the Village of Pleasant Prairie. Any plumbing over 15 fixtures will require State approval.
 - 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, SPS 316.46. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Paul Guilbert at 262-694-8027.
 - 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. The Village of Pleasant Prairie requires that all commercial buildings provide a sampling manhole per Municipal Ordinance 285-18 C.
 - vi. This parcel and building must 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 will need to 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.
- xi. Sprinkler plans and all fire alarm installations are required to be submitted to, and reviewed by the Village Fire & Rescue Department. Interior completed, exterior required.

6. **Upon approval of the revised Final Site and Operational Plans, and prior to the issuance of the required building permits the following shall be submitted:**

- a. An electronic pdf of the Final Site and Operational Plans.
- b. The Commercial Building Permit applications and required plans.

General Comments:

- 1. 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 and moderated by the designing Engineer of record.
- 2. As new tenants are proposed, a Conditional Use Permit including Site and Operational Plan approval from the Plan Commission may require and well as approval of special licenses by the Village.
- 3. The electrical contractor shall obtain a permit from the Village prior to beginning work. All contractors must be licensed or registered with the State of Wisconsin.
- 4. Any fire sprinkler plans and all fire alarm installation plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.
- 5. 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.
- 6. There shall be no construction parking permitted on STH 50, 45th and 47th Avenues and 76th Street. On-site (off-street) parking shall be designed to accommodate all construction related workers and site visitors.
- 7. 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.
- 8. Hours of operation (when the public is allowed to enter or remain on site for business purposes), except for hotels, for veterinarian emergency services with an approved conditional use permit, and uses requiring a Village liquor license: 5:00 a.m. to 12:00 midnight maximum; for hotels: no limit; for uses requiring a Village liquor license: as provided in § 125.68(4), Wis. Stats.
- 9. Hours for deliveries, or any other activities outside the principal building that might cause a disturbance to neighboring residential areas (e.g., outside loading or unloading, the

arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal: 6:00 a.m. to 10:00 p.m. maximum.

10. The dumpsters shall be adequately sized to fit all the tenants garbage and recycling. No materials shall be placed outside the enclosure or extend above the enclosure. In addition, the dumpsters shall be kept in good working order and the doors shall be kept closed.
11. All lights need to be directed away from the adjacent residential and not glare onto adjacent streets.
12. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
13. 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.
14. The owner shall comply with all provisions of the Site & Operational Plan approvals, including compliance with the Village Performance Standards.
15. At no time shall the site be used to sell or advertise any vehicles that are "for sale".
16. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
17. 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.
18. No sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the property or public right-of-ways advertising the business, sales or special offers.
19. No trucks, trailers or cars shall be parked in a manner that would constitute advertising of a business on the properties.
20. There shall be no semi-truck/trailer, box truck or delivery parking permitted on the site. Temporary parking for product deliveries to the stores is allowed.
21. There shall be no outdoor storage or display of materials, goods or equipment on this site, unless as approved by the Village.
22. No permanent outside storage of shopping carts shall be allowed. Once collected from the parking lot, all shopping carts shall be stored inside the building/respective tenant spaces. If parking lot shopping cart corrals are necessary or proposed, the location and details of the corrals shall be specifically approved in writing by the Village.
23. 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. Outdoor storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.
24. 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.
25. Each handicapped parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.

26. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view. Some of the HVAC units are rather old and should be inspected for safety and possible replacement.
27. All required landscaping 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.
28. Prior to written occupancy, three (3) copies of a site as-built plan, stamped by a Wisconsin Registered Land Surveyor, shall be submitted to the Village to verify that the building setbacks and that all impervious surfaces meet the minimum setbacks and that all signage and pavement markings were installed per the approved 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.
29. Prior to written occupancy, an as-built record drawing of graphical data of the new storm sewer 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. Also, a dwg or dgn file of the as-built alignment of the new and existing on-site storm sewer(s) shall be provided upon completion of construction. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
30. This development shall be in compliance with the Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
31. 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.
32. 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.



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 renovation at Center 50
DATE: May 22, 2013

This is a review of the preliminary plans for the renovation of an existing building. This review will consist of general comments by the Fire and Rescue Department. Detailed plans will be provided at a future date for a formal review. The multi-tenant retail building is located at 4623 75th Street.

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 Revised Site and Operational plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: May 20, 2013.
- AED. The owner shall install one or more public access Automated External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The (AED) will need to be installed in any retail tenant greater than 5,000 square feet. 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 room. Remote annunciator panel locations will need to be determined and approved by the Fire Rescue Department.
- 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.
- Rack storage: If it is the intent to use rack storage, that rack storage configuration must be reviewed by the fire protection contractor to assure adequate fire sprinkler protection. Rack storage shall not adversely affect the maximum exit distance requirements. This process needs to begin immediately to assure no interruption in the construction timeline and to assure the opening date will be met.
- 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.
- The building shall be re-evaluated at such time each tenant(s) is secured.

4. Fire and Rescue Department Review and Comments:

A. Site and Operational Permits

- Site accessibility
- Pumper Pad
- 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. |
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:
Commodity:
Maximum storage height:
Square footage, office space:
Square footage, Manufacturing including maintenance and equipment:
Square footage, receiving space:
Square footage, shipping space:
Square footage, warehouse space:
Exterior storage:
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 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 as well as access to the Fire Pump Room shall have a hard surface, leading to a hard surface.
 - c. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
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. **Fire Pump:** If applicable: at such time a Fire Pump becomes part of a fire sprinkler system, there shall be sufficient room to maneuver within the fire pump room. There shall be direct ingress/egress from the fire pump room directly to the exterior of the building; a paved surface shall lead to the fire pump room. There shall be Emergency Lighting installed within the Fire Pump Room. The pump test header location shall comply with 180.16.

- **Storage:** The Owner and Tenant both need to be aware of the restrictions that apply to the storage of pallets, cardboard, finished products, etc. Maximum height, width and aisle ways must be maintained and will be enforced. The same concerns apply to the storage of large quantities of combustibles (plastics, plastic wrap and cardboard) such as those used in packaging and storage.

NOTE: Discussions for the basement use and storage requirements will be needed.

NOTE: Dependent upon storage configurations and the possible use of in rack storage; in rack sprinkler protection may be required.

15. **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.

16. **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.

17. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-1/2 inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper, in the event no fire pump is needed. The standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob, placed in all storage areas. Village Ordinance 180.16 G.

18. **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.

19. **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.
20. 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.
21. 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.

22. **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.*

23. **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.
24. **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 location shall be approved by the Fire and Rescue Department. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.

25. **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 location shall be approved by the Fire and Rescue Department prior to submitting drawing and installation. 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

26. **Knox Box:** Knox Boxes shall be provided for the building, two boxes will be needed, one placed in the front and one in the rear of the building. Location determination will 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.

27. **MSDS Knox Box:** A minimum of One (1) Material Safety Data Sheet storage box, Model 1100, 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 within the Fire Sprinkler Room.
28. **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.
29. **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. The Fire & Rescue Department will evaluate this lighting prior to occupancy during the evening hours after sunset. An Emergency light shall be placed within the fire pump or fire sprinkler room. Emergency and Exit lighting will be inspected after sunset to assure it is adequate and meets the Code.
30. **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 sprinkler 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(s), in place
 - n. A copy of the tenants 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.
31. **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 CENTER 50, 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 Center 50, LLC, an Illinois Limited Liability Company with a business address of 333 N. Michigan Avenue, Suite 1833, Chicago, IL 60601 (referred to as "Center 50"). In this Agreement, the Property Owner of Center 50 is also referred to as the "Owner".

WITNESSETH:

WHEREAS, the Center 50 real estate, commonly known as 4623 75th Street (STH 50) in the Village, is also legally described in **Exhibit A**. The Center 50 real estate is a part of the Northeast One-Quarter of U.S. Public Land Survey Section 11, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, includes Village Tax Parcel Number 91-4-122-111-0050 and is collectively known as the "Property" in this Agreement; and

WHEREAS, the Owner desires to proceed with the re-development of the former Town N' Country Shopping Center and has renamed and rebranded the retail commercial development as "Center 50"; and

WHEREAS, the Owner proposes to expand Center 50 about 1,500 square feet to a total 60,332 square foot commercial retail sales building on an existing 4.84-acre site; and

WHEREAS, the Center 50 will serve as a remodeled retail commercial strip center which will accommodate up to nine (9) tenant spaces. Retail and employee parking will be located north of the building and south of STH 50. Access to Center 50 will be from driveways along 45th and 47th Avenues. It is planned that the existing driveway access leading to the site from STH 50 is proposed to be closed and removed. Truck deliveries are intended to be brought to the truck docks in the rear of the building along 78th Street; and

WHEREAS, The Owner's Property is presently zoned B-2, Community Business District with a Planned Unit Development Overlay District (PUD), which zoning classification allows for a shopping center in accordance with **Village Zoning PUD Ordinance #13-__ (Exhibit B)**. The PUD was

adopted by the Village Board of Trustees (the "Village Board") on **July __, 2013**; and

WHEREAS, the Village Plan Commission conditionally approved the Final Site and Operational Plans for the 60,332 square foot Center 50 renovated commercial building on the Owner's Property on June 24, 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 re-development of the Center 50 site will require additional security provisions pursuant to Village regulations in order to maintain a safe and enjoyable experience for customers and for the protection of tenants and their personal property and inventory; 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 C** 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 Center 50 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 the details set forth in 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 may be 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 Center 50 tenant spaces 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 C** which was created pursuant to the proposal prepared by Guard Dog Surveillance Systems, with offices located at N 3183 hwy. 26, Juneau, WI 53039 (920) 342-0703, for the Owner, with the plans and video surveillance hardware specifications dated June 13, 2013, which is incorporated herein by reference. The Owner will hire qualified contractor(s) who shall obtain the proper Village electrical permit and install the DSIS. During the installation of the DSIS as provided herein, the Owner or Contractor shall notify the Village and 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 C** 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 C** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any changes, expansions or new entrances are opened or added (e.g. west side entrance abutting 47th Avenue) 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 exterior of the Owner's Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on **Exhibit C**. Any DSIS equipment added after any change to the Center 50 site such as when the access to STH 50 is closed shall be in the sole discretion of the Village. Center 50 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 C** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

(ii) The DSIS will function as set forth in **Exhibit C** 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, with restricted access within the Center 50 commercial building, which will be accessible for inspection and electronically accessed via a VPN internet connection with the assistance of the Owner. The Owner shall provide access as provided herein 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 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 or updating 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 D** 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 D** 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:

Center 50, LLC
Attn: James Ablan
333 N. Michigan Avenue, Suite 1833
Chicago, IL 60601

If to the Village:

Village of Pleasant Prairie
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, CENTER 50 LLC has executed this DSIS Agreement on this _____ day of _____, 2013.

Signatures on the Next Page

CENTER 50 LLC

By: _____

Name: James Ablan

Title: Managing Manager

STATE OF _____)

) SS

COUNTY OF _____)

This instrument was acknowledged before me in _____, WI on _____, 2013, by JAMES ABLAN, as the duly authorized Managing Member of CENTER 50, 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)

This document was 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

LOTS 1 THROUGH 15 OF THE GRAYSTONES SUBDIVISION RECORDED AS DOCUMENT # _____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND ALSO BEGINNING NE CORNER OF 47TH AVENUE AND 76TH STREET EAST 150 FEET, NORTH 145.11 FEET, WEST 150 FEET, SOUTH 147.55 FEET, EXCEPT NORTH 100 FEET OF LOT 1 EXCEPT EAST 50 FEET OF NORTH 100 FEET OF LOT 2, EXCEPT NORTH 20 FEET OF HIGHWAY AND FURTHER IDENTIFIED AS PART OF THE NORTHEAST ONE-QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 11, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 4.84 ACRES MORE OR LESS.

EXHIBIT B

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

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

EXHIBIT C

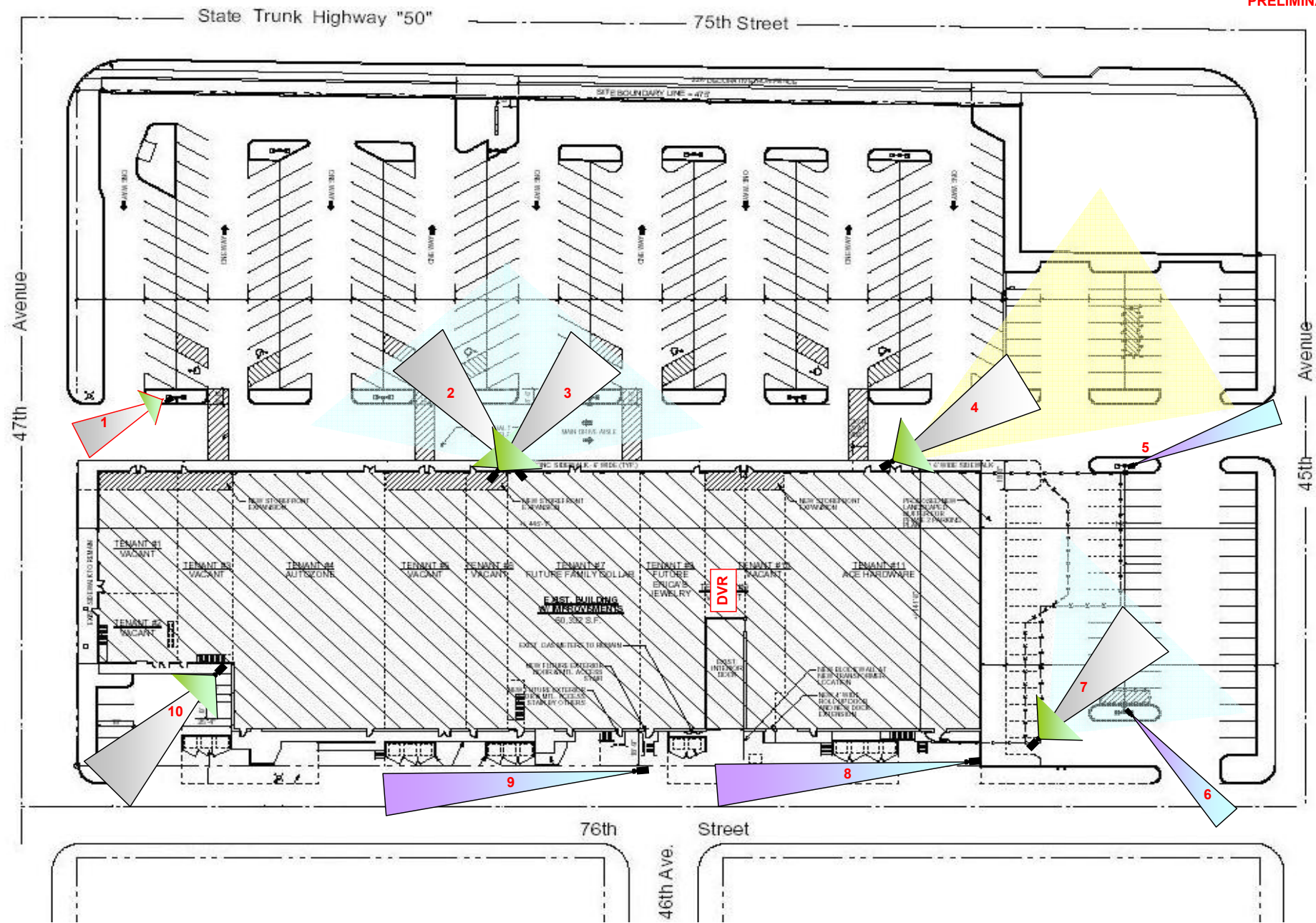
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**DSIS PLAN, HARDWARE DETAILS AND NARRATIVE
[Attached hereto]**

EXHIBIT D

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**ACCESS EASEMENT
[Attached hereto]**



DRAWN BY: BPD

DATE: 6/13/2013

SCALE: NONE

PROPOSAL DETAILS DEVELOPED FOR CLIENT EVALUATION IS INTELLECTUAL PROPERTY OF GUARDDOG SURVEILLANCE SYSTEMS AND IS INTENDED SOLELY FOR THE COMMUNICATION OF IDEAS. ANY TRANSMISSION (HARD OR ELECTRONIC COPY) TO ANY OTHER FIRM OR INDIVIDUAL NOT A DIRECT EMPLOYEE OF THE CLIENT(S) NOTED ON THIS LAYOUT WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

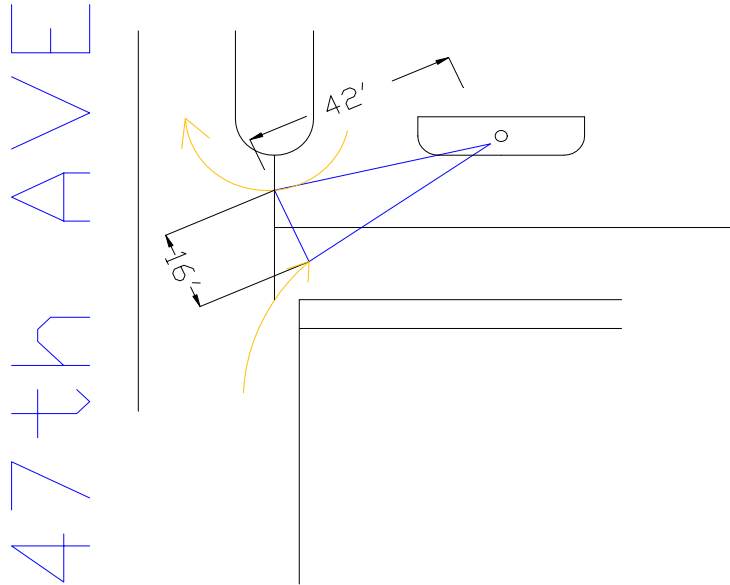
Jim Ablan
 4623 75th Avenue
 Pleasant Prairie, WI 53158

SITE LAYOUT



CONCLUSION

First, a pole mounted camera is the best location. From the building, a vehicle with ONLY a rear plate, exiting southbound from the north via the one way parking aisle, would not be captured at all. Despite my attempts to find an analog camera with at least 80 pixels per H.FoV, I cannot. this location requires a 2.0 MP camera.



Explanation

The tables below provide Horizontal (left to right across a video feed) Field of View (H.FoV) that a camera will provide at various distances (top row, **blue background**) from the cameras when equipped with common Lens Focal Lengths (left hand column). The **Linear Interpolation** section allows us to input two known distances (say 40' and 50') and then a third input (the actual distance of specific interest (say 48')). The resulting "**LINEAR INT.**" column is the H.FoV the camera will return at that specific distance (i.e. at 48' in our hypothetical example).

The **RED outlines** (horizontal = lens focal length, vertical = distance from the camera) is then used to highlight various lens focal lengths that appear to be a "best fit."

Moving to the LIGHT GREEN shaded section, we provide the resulting Horizontal Pixels (per lineal foot of H.FOV) that various (1/3 MP = Analog Camera, 1.3, 2.0, 3.0, 5 & 10 MP) common camera resolutions. Finally, consulting the "**Common Pixel Density**" Chart, one can select a camera/lens combination that provides the desired results.

Common Pixel Densities	
Facial Recognition Software:	120
License Plate Recognition:	80
Visual identification:	40

MP Rtg	H. Pix's
1.3	1280
2	1600
3	2048
5	2592
10	3648

Lens Focal Len. (mm)	FoV Deg.	FOV (ft)									
		10	20	30	40	50	60	70	80	90	100
2.9	90.0	20.0	40.0	60.0	80.0	100.0	120.0	140.0	160.0	180.0	200.0
3.6	74.0	15.1	30.1	45.2	60.3	75.4	90.4	105.5	120.6	135.6	150.7
5	71.5	14.4	28.8	43.2	57.6	72.0	86.4	100.8	115.2	129.6	144.0
6	42.0	7.7	15.4	23.0	30.7	38.4	46.1	53.7	61.4	69.1	76.8
8	32.0	5.7	11.5	17.2	22.9	28.7	34.4	40.1	45.9	51.6	57.4
12	22.0	3.9	7.8	11.7	15.6	19.5	23.3	27.2	31.1	35.0	38.9
16	15.0	2.6	5.3	7.9	10.5	13.2	15.8	18.4	21.1	23.7	26.3
25	10.9	1.9	3.8	5.8	7.7	9.6	11.5	13.4	15.4	17.3	19.2
40	6.9	1.2	2.4	3.6	4.8	6.0	7.2	8.4	9.6	10.8	12.0
50	5.7	1.0	1.9	2.9	3.8	4.8	5.8	6.7	7.7	8.6	9.6
60	4.8	0.8	1.7	2.5	3.3	4.2	5.0	5.8	6.7	7.5	8.3
75	3.4	0.6	1.3	1.9	2.6	3.2	3.8	4.5	5.1	5.8	6.4

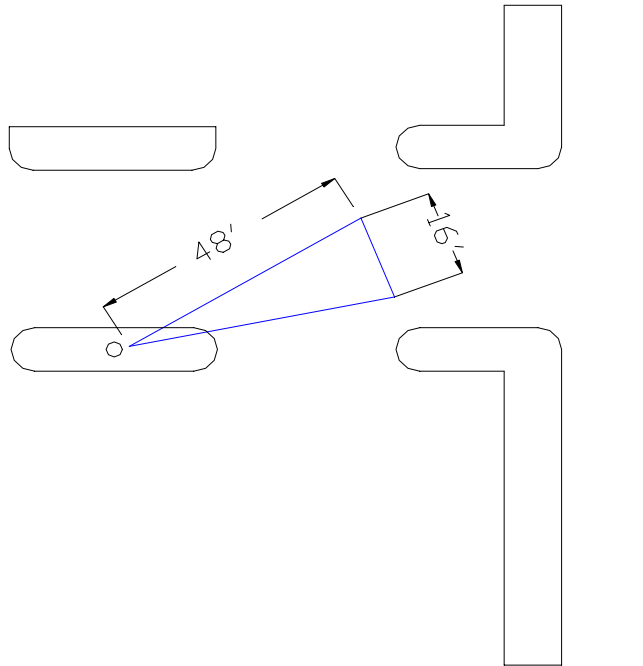
LINEAR INTERPOLATION FOV calc'd for known horizontal FOV at known dist)				HORIZONTAL PIXELS (per lineal foot of H.FoV)				
LENS (foc. len)	KNOWN DISTANCES		LINEAR INT.	704	1280	1600	2048	2592
	40	50	42					
3.6	60.3	75.4	63.3	11.1	20.2	25.3	32.4	41.0
6	30.7	38.4	32.2	21.8	39.7	49.6	63.5	80.4
8	22.9	28.7	24.1	29.2	53.1	66.4	85.0	107.6
12	15.6	19.5	16.3	43.1	78.3	97.9	125.4	158.6
16	10.5	13.2	11.1	63.6	115.7	144.6	185.1	234.2
25	7.7	9.6	8.1	87.3	158.7	198.4	254.0	321.4
40	4.8	6.0	5.0	139.7	254.0	317.5	406.3	514.3
50	3.8	4.8	4.0	174.6	317.5	396.8	507.9	642.9
60	3.3	4.2	3.5	201.5	366.3	457.9	586.1	741.8
75	2.6	3.2	2.7	261.9	476.2	595.2	761.9	964.3



HORIZONTAL Field of View Analysis
Option 3: 45th Avenue Ingress/Egress

CONCLUSION

To insure a better than 90% capture rate, at a distance of 48' (shown) we'd have to move to at least a 2.0 MP camera and equip with at least a 12mm lens. However, with one assumption - most vehicle will NOT make an immediate right turn to the parking lot upon entering from 45th Ave, we can change the 48' distance to ~1/2 (25') and narrow the H.FoV to whatever need be (~8') because MOST vehicles will pass the camera. THUS: An analog camera will work in this application.



Explanation

The tables below provide Horizontal (left to right across a video feed) Field of View (H.FoV) that a camera will provide at various distances (top row, blue background) from the cameras when equipped with common Lens Focal Lengths (left hand column). The **Linear Interpolation** section allows us to input two known distances (say 40' and 50') and then a third input (the actual distance of specific interest (say 48')). The resulting "LINEAR INT." column is the H.FoV the camera will return at that specific distance (i.e. at 48' in our hypothetical example).

The **RED outlines** (horizontal = lens focal length, vertical = distance from the camera) is then used to highlight various lens focal lengths that appear to be a "best fit."

Moving to the LIGHT GREEN shaded section, we provide the resulting Horizontal Pixels (per lineal foot of H.FOV) that various (1/3 MP = Analog Camera, 1.3, 2.0, 3.0, 5 & 10 MP) common camera resolutions. Finally, consulting the "Common Pixel Density" Chart, one can select a camera/lens combination that provides the desired results.

Common Pixel Densities	
Facial Recognition Software:	120
License Plate Recognition:	80
Visual identification:	40

MP Rtg	H. Pix's
1.3	1280
2	1600
3	2048
5	2592
10	3648

Lens Focal Len. (mm)	FoV Deg.	Distance (ft)									
		10	20	30	40	50	60	70	80	90	100
2.9	90.0	20.0	40.0	60.0	80.0	100.0	120.0	140.0	160.0	180.0	200.0
3.6	74.0	15.1	30.1	45.2	60.3	75.4	90.4	105.5	120.6	135.6	150.7
5	71.5	14.4	28.8	43.2	57.6	72.0	86.4	100.8	115.2	129.6	144.0
6	42.0	7.7	15.4	23.0	30.7	38.4	46.1	53.7	61.4	69.1	76.8
8	32.0	5.7	11.5	17.2	22.9	28.7	34.4	40.1	45.9	51.6	57.4
12	22.0	3.9	7.8	11.7	15.6	19.5	23.3	27.2	31.1	35.0	38.9
16	15.0	2.6	5.3	7.9	10.5	13.2	15.8	18.4	21.1	23.7	26.3
25	10.9	1.9	3.8	5.8	7.7	9.6	11.5	13.4	15.4	17.3	19.2
40	6.9	1.2	2.4	3.6	4.8	6.0	7.2	8.4	9.6	10.8	12.0
50	5.7	1.0	1.9	2.9	3.8	4.8	5.8	6.7	7.7	8.6	9.6
60	4.8	0.8	1.7	2.5	3.3	4.2	5.0	5.8	6.7	7.5	8.3
75	3.4	0.6	1.3	1.9	2.6	3.2	3.8	4.5	5.1	5.8	6.4

LINEAR INTERPOLATION FOV calc'd for known horizontal FOV at known dist)				HORIZONTAL PIXELS (per lineal foot of H.FoV)				
LENS (foc. len)	KNOWN DISTANCES		LINEAR INT.					
	40	50	48	704	1280	1600	2048	2592
3.6	60.3	75.4	72.3	9.7	17.7	22.1	28.3	35.8
6	30.7	38.4	36.8	19.1	34.7	43.4	55.6	70.4
8	22.9	28.7	27.5	25.6	46.5	58.1	74.4	94.2
12	15.6	19.5	18.7	37.7	68.6	85.7	109.7	138.8
16	10.5	13.2	12.6	55.7	101.2	126.5	161.9	204.9
25	7.7	9.6	9.2	76.4	138.9	173.6	222.2	281.3
40	4.8	6.0	5.8	122.2	222.2	277.8	355.6	450.0
50	3.8	4.8	4.6	152.8	277.8	347.2	444.4	562.5
60	3.3	4.2	4.0	176.3	320.5	400.6	512.8	649.0
75	2.6	3.2	3.1	229.2	416.7	520.8	666.7	843.8



Prepared For:
 Jim Ablan
 549 W. Randolph, Suite 700
 Chicago, IL 60661
 112-282-2345 or 312-207-0060

Site Location
 Jim Ablan
 4623 75th Avenue
 Pleasant Prairie, WI 5:
 920-748-3086

PROPOSAL DETAILS DEVELOPED FOR CLIENT EVALUATION IS INTELLECTUAL PROPERTY OF GUARDDOG SURVEILLANCE SYSTEMS AND IS INTENDED SOLELY FOR THE COMMUNICATION OF IDEAS. ANY TRANSMISSION (HARD OR ELECTRONIC COPY) TO ANY OTHER FIRM OR INDIVIDUAL NOT A DIRECT EMPLOYEE OF THE CLIENT(S) NOTED ON THIS LAYOUT WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

Prepared By:
 Brian Downey
 N3183 Hwy. 26
 Juneau, WI 53039
 920-342-0703

Purchase Agreement

ITEM #	QTY	GSS PART NUMBER	EQUIPMENT DESCRIPTION	PROPOSED LOCATION
PC BASED DVR SYSTEMS				
16 Channel PC DVRs				
1	1	DVR-4848HW-16H	16 Ch. HW Comp 480/480 (vid/rec) fps @ 704x480 PC DVR	
	1			Sub Total DVR's
POWER SUPPLIES				
DC POWER SUPPLIES				
2	1	PS12DC1200-16	16-Ch, 1200mA / ch, 12 vDC Power Supply	
CAMERAS				
BULLET or CYLINDER				
3	5	CBV-19	Camera, 700L, 1/3", Color, 12vdc, 2.8-12mm, Effio-E, ATR, OSD (NR, PM, MD)	2, 3, 4, 7, 10
4	4	CBV-31	Camera, 700L, 1/3", Color, 12vdc, 8-20mm, IR, OSD (DWDR, DNR)	5, 6, 8, 9
MegaPixel IP (Network)				
4	1	CMIP-12C	Full HD 1080p Day/Night Compact Camera, 12vDC/24vAC or POE	1
MegaPixel IP Lenses				
5	1	LMPIP-FU-VF04130-2.0	Fujinon, 3.8-13mm lens	1
	10			Sub Total Cameras
CAMERA MOUNTING OPTIONS - OUTDOOR HOUSINGS				
6	1	HSG-5	Vandal Proof Outdoor Housing w/ 24vAC Htr/ & Blwr.	
MONITORS or MONITOR RELATED COMPONENTS				
7	1	LCD-19	Monitor, 19" LCD Monitor	
INSTALLATION				
8		Installation		
		Labor		
		Wire, Connectors, Hangers, etc.		
9		Integraten DVR for Netowrk and/or Internet Connectivity		
10		Permit Fee		

Purchaser agrees to purchase and Guard-Dog Video agrees to sell and deliver the equipment described herein (the "Equipment") in accordance with the prices, terms and conditions set forth herein. This sale and security agreement is subject to the additional Guard-Dog Video terms and conditions appearing on the following page, including those disclaiming warranties, which by signing below I acknowledge having read and agreed to.

The purchase price for the Equipment shall be as follows:

	\$11,603.09
State and Local Taxes @ 5.50%	\$638.17
Total:	\$12,241.26

Guard-Dog Video Approval:

 Name Title Date 6/13/2013

Purchaser Company Approval:

 Name Title Date

ACCESS EASEMENT

This ACCESS EASEMENT is entered into this _____ day of _____, 2013 by and between the Grantor, Center 50, LLC, an Illinois Limited Liability Company (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 a commercial retail shopping strip mall, commonly known as the former Town N Country Shopping Center and now known as the Center 50 site ("Center 50"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

GRANT OF ACCESS EASEMENT

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

1. Grant of Easement. The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement (the "Access Easement") over and through the

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:
91-4-122-111-0050

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 if applicable 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 the Village the right, but not the obligation, for access on the Center 50 site for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on _____, 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, and that its equipment shall not impair the visibility of the Center 50 site, storefronts or signage.

3. Improvements. 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 Center 50 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 kiosks, carts, tent sales, and other events that may occur on the Landowner's Property, which such uses may be allowed, and 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)

IN WITNESS WHEREOF, CENTER 50, LLC has executed this Access Easement this _____ day of _____, 2013.

CENTER 50, LLC

By: _____
Name: James Ablan
Title: Managing Manager

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me in _____, WI on _____, 2013, by JAMES ABLAN, as the duly authorized Managing Member of CENTER 50, LLC.

Signature of Notary Public

Typed or Printed Name of Notary Public

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

(is permanent) _____

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____

Name: John P. Steinbrink

Title: Village President

ATTEST:

Name: Jane M. Romanowski

Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

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

Signature of Notary Public

Typed or Printed Name of Notary Public

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

CONSENT OF MORTGAGEE

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

Dated: _____, 2013.

_____ Bank

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS:
_____ COUNTY)

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

Signature of Notary Public

Type or Print Name of Notary Public

Notary Public, State of _____

My commission expires: _____
(is permanent) _____

This instrument drafted by:

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

EXHIBIT A

Legal Description of Landowner's Property

TAX PARCEL NUMBER: 91-4-122-111-0050

LOTS 1 THROUGH 15 OF THE GRAYSTONES SUBDIVISION RECORDED AS DOCUMENT # _____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND ALSO BEGINNING NE CORNER OF 47TH AVENUE AND 76TH STREET EAST 150 FEET, NORTH 145.11 FEET, WEST 150 FEET, SOUTH 147.55 FEET, EXCEPT NORTH 100 FEET OF LOT 1 EXCEPT EAST 50 FEET OF NORTH 100 FEET OF LOT 2, EXCEPT NORTH 20 FEET OF HIGHWAY AND FURTHER IDENTIFIED AS PART OF THE NORTHEAST ONE-QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 11, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 4.84 ACRES MORE OR LESS.

ORD. # 13-

**ORDINANCE TO CREATE THE
CENTER 50 PLANNED UNIT DEVELOPMENT (PUD) PURSUANT TO
CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE
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 the Center 50 development pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

CENTER 50 PLANNED UNIT DEVELOPMENT (PUD)

- a. It is the intent that the Center 50 (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, fencing, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located both in the Village of Pleasant Prairie and the nearby City of Kenosha as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.
- b. Legal Description: The property located at 4623 75th Street and identified as Tax Parcel Number 91-4-122-111-0050 located in U.S. Public Land Survey Section 11, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie is legally described in **Exhibit 1**.
- 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, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, street trees, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites.
 - (iii) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village on June 24, 2013.
 - (iv) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits (if applicable) and other Planned Unit Developments (if applicable), approved by the Village and on file with the Village Community Development Department for this property.
 - (v) The main Center 50 building shall be retrofitted with automatic fire sprinkler protection system.

- (vi) All buildings and any 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.
- (vii) All buildings/structures, including the onsite ATM building, and all exterior additions, remodeling or 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. No painting of the building brick shall be allowed.
- (viii) 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 PUD and shall continue to comply with this PUD and all other PUDs that may be applicable this 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.
- (ix) Delivery vehicles and trucks shall be temporarily parked inconspicuously on the site and within designated parking spaces. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
- (x) Outdoor seasonal sale displays and product sales areas (e.g. Christmas tree sales, pumpkin sales, other seasonal merchandise sales, general merchandise sales, special party supply sales, etc.) shall not be allowed, unless expressly approved and required licenses are obtained from the Village. There shall be no driveway or sidewalk displays of merchandise or any other items placed or stored on the sidewalk including temporary signage unless it is expressly allowed by the Zoning Ordinance. Holiday decorations are allowed on the building and the light poles insofar as they are timely removed or within 21 days after the holiday.
- (xi) 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.
- (xii) 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 on either a permanent or temporary basis within the DEVELOPMENT. All merchandise, products, crates, pallets, recycling, etc., storage shall be placed inside a building.
- (xiii) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, shall be affixed to any light pole, building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance. There shall be no persons walking with advertising signs in the DEVELOPMENT.
- (xiv) All exterior signs on the building and site shall comply with the Village Zoning Ordinance or as specifically allowed in this PUD.

- (xv) The DEVELOPMENT shall comply with the designated business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons. Extended hours of business operations during holiday periods may be granted on a case by case basis by the Village, if the owners/tenants enter into a separate Agreement with the Village for the provision of additional police/security services as determined necessary by the Police Chief to accommodate the extended hours. Center 50 shall be responsible for any Village police officer or parking officer security services that are incurred and invoiced by the Village that are related to the extended holiday shopping hours.
- (xvi) The DEVELOPMENT, which includes the buildings, structures, fencing, signage, sitting areas, parking lots and the site area shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. Landscaping shall be planted and maintained pursuant to the approved Landscape Plan. All litter and debris shall be promptly removed.
- (xvii) The garbage dumpster areas shall be kept clean and presentable at all times. Garbage and litter shall be removed from around the exterior of the enclosures on a daily basis. The garbage dumpsters shall be placed back into their enclosures and the enclosure doors shall be closed and secured on a daily basis.
- (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 extended overnight parking of passenger vehicles is allowed in the parking lots. Vehicles, including trucks, cars and trailers, shall not be parked for sale on the property.
- (xix) Any graffiti or inappropriate markings which deface the building(s), dumpster enclosures, parking lots or other areas on the site shall be removed, fixed or painted within a 48 hour of notification by the Village.
- (xx)
- (xxi) In the event that any tenant 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.
- (xxii) 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 (3) related to Open Space is amended as follows:
 - (3) The DEVELOPMENT shall maintain a minimum of 13.9% open space on-site. In addition, all landscaped areas adjacent to the site shall be maintained by the property owner. Maintenance shall include, watering, weeding, trimming, replacing mulch or stone, sweeping up the mulch or leaves, re-staking trees and replacing any dead or dying trees, bushes or plants.
- (ii) Section 420-119 I (4) (a) related to gross floor area for principal buildings shall be amended as follows:
 - (a) Gross floor area: 60,350 square feet maximum square feet (excluding the basement).

(iii) Section 420-119 I (4) (c) related to building setbacks is amended as follows:

(c) Setbacks:

[1] Street setback: minimum of 65 feet from STH 50 (75th Street); a minimum of 40 feet from 45th Avenue, a zero setback from 76th Street and 47th Avenue; except that the ATM building shall be setback a minimum of 20 feet from any property line.

(iv) Section 420-119 I (5) related to detached accessory building/trash enclosure standards shall be amended as follows:

(5) Detached accessory building/trash enclosure standards: one detached accessory building is allowed not to exceed 125 square feet and detached garbage enclosures are allowed in the rear of the building as approved by the Zoning Administrator.

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

L. No setback between the property line and the parking areas including maneuvering lanes, parking spaces, and paved surfaces for deliveries and garage pickup provided adequate landscaping is provided between the property boundary and the street; however, the setback to the property boundaries to the neighboring property at the northeast corner of the DEVELOPMENT shall be a minimum of five feet.

(vi) Section 420-50 related to minimum parking space requirements shall apply; however, the minimum number of parking spaces proposed by Center 50 LLC at 273 plus eight (8) handicapped accessible parking spaces appears to be adequate for this DEVELOPMENT at this time. That being said, the parking lot areas west of 47th Avenue, owned by the Center 50 LLC, shall not be developed and further shall be reserved for future parking to serve this DEVELOPMENT until and unless Center 50 is at full tenant occupancy and it has been determined by the Zoning Administrator and the Police Chief that no additional parking is required to serve the DEVELOPMENT. In addition, there shall be no parking on the adjacent 45th and 47th Avenues and 78th Street public streets.

(vii) Section 420-76 T. related to Primary Monument Signs shall be amended as follows:

T. Primary Monument Signs

(1) One sign is required for the property within the DEVELOPMENT.

(2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.

(3) Maximum area: 135 square feet per face

(4) Maximum height: 18 feet.

(5) Minimum setback distance: five feet from any public street or highway right-of-way line.

(6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where they will not count toward the maximum area of the sign display).

- (7) Landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the sign.
 - (8) May be illuminated.
 - (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.
 - (10) The base of the sign shall be two feet height and shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.
- (viii) Section 420-81 B (2) (b) related to setback to street property lines for commercial fences shall be amended as follows:
- (b) The proposed decorative, black, aluminum fence with brick pillars may be located on property line instead of the required 15 foot setback, provided that the fence height does not exceed 42 inches in height.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

Adopted this _____ day of _____ 2013.

VILLAGE OF PLEASANT PRAIRIE

John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

ORD. # 13-

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

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

The subject property located at 4623 75th Street and located in U.S. Public Land Survey Section 11, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-111-0050 and the adjacent portion of the right-of-way are hereby rezoned from the B-2, 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 ____ day of _____, 2013.

VILLAGE BOARD OF TRUSTEES

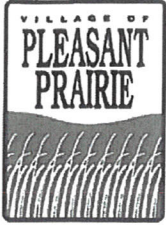
John P. Steinbrink
Village President

ATTEST:

Jane M. Romanowski
Village Clerk

Posted: _____

___-Center 50 PUD .doc



RECEIVED

MAY 13 2013

Application Filed _____ 20
 Application Fee Paid _____ 20
 Application Approved _____ 20
 Application Denied _____ 20
 Permit Issued _____ 20

Village of Pleasant Prairie

**VILLAGE OF PLEASANT PRAIRIE
SITE AND OPERATIONAL ZONING PERMIT**

USE THIS FORM FOR:

Tenants/Use change proposing to occupy less than 50% of an existing commercial/industrial building.

Insignificant exterior accessory alterations including small parking lot additions.

Does not require a Conditional Use Permit.

- Prime Outlets
- Willow Pointe
- The Crossings
- Prairie Ridge Market Place
- Shoppes of Prairie Ridge
- Prairie Ridge Commons
- Town N Country Shopping Center
- Truesdell Plaza
- Johnson Bank
- Other _____

FOR OFFICE USE ONLY

For Exterior Alterations:

- Application
- Application Fee
- Operational plan
- Title sheet
- Survey
- Site plan
- Grading and drainage plan
- Building and fire protection plan
- Lighting plan
- Landscape and open space plan
- Signage plan
- Industrial/commercial waste survey
- Performance standards compliance plan
- Additional requirements, as required

For Tenant Build-Outs:

- Application
- Application Fee
- Operational plan
- Building and Fire Protection plans
- Exterior Lighting plan, if applicable
- Signage plan
- Industrial/commercial waste survey
- Performance standards compliance plan
- Additional requirements, as required

Please check one of the following:

Accessory Structure	Minor Site Change	Alteration OR Tenant (or Use) Change
<input type="checkbox"/> NEW <input type="checkbox"/> ADDITION	<input type="checkbox"/> NEW <input type="checkbox"/> ADDITION	<input checked="" type="checkbox"/> Alteration OR Tenant/Use Change with Structural Change <input type="checkbox"/> Alteration OR Tenant/Use Change without Structural Change <input type="checkbox"/> Tenant Change without Alteration

SECTION 1: GENERAL INFORMATION

NAME OF BUSINESS: CENTER 50

SITE ADDRESS: 4623 75TH STREET

BRIEF PROJECT DESCRIPTION: RENOVATION & RE-BRANDING OF EXISTING TOWN N COUNTRY SHOPPING CENTER INTO "CENTER 50" - PARKING LOT IMPROVEMENTS, FACADE RENOVATION

PROPOSED NUMBER OF FULL TIME EMPLOYEES: 50

PROPOSED NUMBER OF PART-TIME EMPLOYEES: _____

PROPOSED ADDITION/ALTERATION SIZE: 1545 sq.ft. HEIGHT: 20 ft.

LEGAL DESCRIPTION: _____

TAX PARCEL NUMBER(S) : 91-4-122-111-0050

CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: _____

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

- Factory Group F-1 (Moderate-hazard) _____ sq ft
- Factory Group F-2 (Low-hazard) _____ sq ft
- Storage Group S-1 (Moderate-hazard) 1,549 sq ft
- Storage Group S-2 (Low-hazard) _____ sq ft
- Business Group B 58,783 sq ft
- High-Hazard Group H* _____ sq ft
- Other _____ sq ft
- Other _____ sq ft

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

PUBLIC SERVICES:

1. Is the property serviced by Public Sanitary Sewer? YES NO
2. Is the property serviced by Public Water? YES NO
 - If yes, is the structure served by fire sprinklers? YES NO
3. Maximum number of gallons/minute of water expected to be used per day is: _____.

SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE

Are there any existing buildings on the site? YES NO

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

SECTION 3: PHOTOGRAPHS

Are there any exterior modifications proposed for the structures/site? YES NO

- If yes, submit dated standard size photographs or digital photographs of the existing site areas to be changed.

SECTION 4: SIGNAGE

Sign permits for any sign changes or additions shall be submitted for review and approval. (Separate Sign Application Form)

SECTION 5: NON-CONFORMING USE

1. Is any use on the site a nonconforming use? YES NO
 - If yes, then continue with this section.
2. If you answered YES to question 1 above, prima facie proof of each element of legal nonconforming use status shall be submitted to the Village with this application (that the nonconforming use was legal in its inception, that the use was active and actual and not merely casual, occasional, incidental or accessory when it became nonconforming, that the use has been continuous with no gap of 12 or more consecutive months since it became nonconforming.

SECTION 6: PERFORMANCE STANDARDS

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

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

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

SECTION 6: SIGNATURES

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

PROPERTY OWNER:
CENTER 50, LLC

APPLICANT:

Name: _____

Name: Jane

(Please Print)
 Signature: [Signature] MANAGING MEMBER

(Please Print)
 Signature: _____

Address: 333 W MICHIGAN AVE Ste 1833

Address: _____

CHICAGO IL 60601
 (City) (State) (Zip)

(City) (State) (Zip)

Phone: 312.291.9949

Phone: _____

Fax: 312.291.9976

Fax: _____

E-mail: JASLAN@BEACONREALTYCAPITAL.COM

E-mail: _____

Date 2.14.13

Date: _____

Is the applicant the owner of the property? YES NO

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

DEVELOPER (if Applicable)

USER OR OCCUPANT OF SITE::

Name: _____
 (Please Print)

Name: _____
 (Please Print)

Signature: _____

Signature: _____

Address: _____

Address: _____

(City) (State) (Zip)

(City) (State) (Zip)

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Date _____

Date: _____

Operational plan.

(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.

The existing facility is the "Town N' Country" multi-tenant strip mall located along Highway 50 between 47th Avenue and 45th Avenue. Our intent is to rebrand the strip mall into "Center 50" and provide a façade upgrade, site plan improvements to the parking areas and drive aisles for proper water drainage. The current mall has 3 tenants which will be retained, Ace Hardware, Autozone and Erica's Jewelry. In addition, Family Dollar has submitted a lease agreement to the new owner with their intent to move into one of the vacant tenant spaces. The rest of the tenant spaces will be prepared for new tenants as they become available in the future.

The current tenant space occupied by Ace Hardware will become available to new tenants when their lease is up in approximately 4 years. Based on the lease expiration, our proposed site plan is based on potentially being able to convert the existing outdoor fenced area used by Ace Hardware (currently being utilized for outdoor garden sales and storage) into 27 additional parking spaces for the use of customers at Center 50 in approximately 4 years. We plan on updating the entire parking configuration to maximize parking for new customers, and provide newly landscaped parking islands to provide an increase in the landscaped green space on the current site.

The improvements made to the existing "Town N' Country" facility will help provide a newer, cleaner look for the mall as it is rebranded to "Center 50". It is our hope that with the planned renovations, the new Center 50 will provide a better overall shopping experience to customers and provide a more attractive business area for future tenants.

(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.

The existing "Town N' Country" mall is a very run-down and dated building that has not been maintained by its previous owners and tenants. The new owner (Center 50, L.L.C.) plans to make improvements to the existing building and site in order to draw new tenants to the mall, which will generate increased business growth and revenues for the village of Pleasant Prairie, and to help generate growth and renewed interest in the shopping areas of Pleasant Prairie.

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

The existing Town N' Country mall has a footprint of +/- 58,787 s.f.

The proposed improvements to Center 50 will increase the footprint to +/- 60,332 s.f.

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

This will be dependent on future tenants of Center50. Current hours range from 9am-10pm for the various existing tenants occupying the mall.

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

This will be dependent on future tenants of Center50. Currently only 3 tenants remain out of 11 potential tenant spaces located within the mall. The current 3 tenants have an employee count of about 16 employees combined, and we will be estimating that each new tenant will provide 4 new employees in smaller tenant spaces and 6 new employees in larger tenant spaces. Based on retail shops being the

primary tenants at Center 50, we estimate that once all tenant spaces are occupied, there will be between 50-55 employees total.

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

This will be dependent on future tenants of Center50. No accurate estimate can be given at this time due to the various types of tenants that would be able to occupy each space, but a reasonable estimate of 2 shifts per day for each tenant shall be used. Each tenant will vary between 4-6 employees per shift.

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

This will be dependent on future tenants of Center50. No accurate estimate can be given at this time due to the various types of tenants that would be able to occupy each space, but we shall estimate that there will be around 50 employees on site at any given time if the mall reaches full tenant capacity.

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

N/A

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

(ii)

(iii) Spaces required = 1:200 s.f. of primary retail space + 1 per 2 employees

(iv) Spaces required = 5 spaces per 1,000 s.f. of Hardware Store

(v) Spaces required = 1:1000 s.f. of Storage Warehouse

(vi) Spaces required = 1:400s.f. for Auto Parts store + 1 per employee

(vii)

(viii) Tenant #1 (Primary Retail) = $2,013\text{sf} / 200 = 10 + 4 \text{ employees} = 10 + 2 = 12 \text{ spaces}$

Tenant #2 (Primary Retail) = $1,174\text{sf} / 200 = 6 + 4 \text{ employees} = 6 + 2 = 8 \text{ spaces}$

Tenant #3 (Primary Retail) = $2,185\text{sf} / 200 = 11 + 4 \text{ employees} = 11 + 2 = 13 \text{ spaces}$

Tenant #4 (Auto Parts Store) = $10,813\text{sf} / 400 = 28 + 6 \text{ employees} = 28 + 6 = 34 \text{ spaces}$

Tenant #5 (Primary Retail) = $4,338\text{sf} / 200 = 22 + 4 \text{ employees} = 22 + 2 = 24 \text{ spaces}$

Tenant #5 (Primary Retail) = $2,144\text{sf} / 200 = 11 + 4 \text{ employees} = 11 + 2 = 13 \text{ spaces}$

Tenant #7 (Primary Retail) = $7,070\text{sf} / 200 = 36 + 6 \text{ employees} = 36 + 3 = 39 \text{ spaces}$

Tenant #8 (Primary Retail) = $2,406\text{sf} / 200 = 12 + 4 \text{ employees} = 12 + 2 = 14 \text{ spaces}$

Tenant #9 (Primary Retail) = $1,280\text{sf} / 200 = 7 + 4 \text{ employees} = 7 + 2 = 9 \text{ spaces}$

Tenant #10 (Primary Retail) = $2,032\text{sf} / 200 = 10 + 4 \text{ employees} = 10 + 2 = 12 \text{ spaces}$

Tenant #11 (Hardware Store) = (store $12,475\text{sf} / 200 = 63$) + (storage $1,549\text{sf} / 1000 = 2$) = 65 spaces

Total required parking spaces = 243 car parking

Total parking spaces provided = 272 car parking

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

Existing parking: 230 spaces + 5 Handicapped spaces = 235 Total

Proposed parking: 264 spaces + 8 Handicapped spaces = 272 Total

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

This will be dependent on future tenants of Center50. No accurate estimate can be given at this time due to the various types of tenants that would be able to occupy each space.

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

This will be dependent on future tenants of Center50. It is reasonable to assume that each tenant space would allocate one truck delivery per day on average.

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

This will be dependent on future tenants of Center50. Current tenants will be storing auto parts and hardware items within the tenant spaces, along with Ace Hardware using a fenced outdoor area for lawn and garden items.

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

This will be dependent on future tenants of Center50.

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

This will be dependent on future tenants of Center50. Each tenant space is allocated at least one dumpster for trash disposal.

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

Each tenant space will be provided with enclosed dumpsters for the removal of all waste products allowed under law to be disposed of. Each tenant will be responsible for the proper disposal of any items that are considered hazardous or not allowed to be disposed of in a regular dumpster container.

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

Each tenant will have their own keys for their respective spaces, along with each tenants own improvements which may include separate security systems and video cameras.

(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.

Maintenance crews will be dispatched as necessary to uphold the look of the building, landscaping, and any maintenance related items. A building manager will be on call for all tenants.

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

During the renovation of the existing building and site, proper care will be taken to section off all areas of work in order to protect surrounding areas, employees and customers.

(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.

Demolition permit and Asbestos removal permits have been obtained and completed. Fire Sprinkler installation permits have been obtained and completed. Façade renovation and tenant improvement

permits need to be obtained. Site improvement permits need to be obtained. PUD required for non-conforming site.

(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.

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

Date Sent: _____

Date Due: _____

**VILLAGE OF PLEASANT PRAIRIE
INDUSTRIAL WASTE SURVEY**

To be submitted to the
Kenosha Water Utility

RECEIVED
MAY 13 2013

Village of Pleasant Prairie

General Information

1. Facility Name: CENTER 50
2. Mailing Address: 4623 75TH STREET
3. City, State, Zip Code: PLEASANT PRAIRIE, WI. 53158
4. Site Address: _____
5. Standard Industrial Classification Code (SIC): _____
6. Name, Title and Telephone Number of the Authorized Representative and the Company Contact Person Responsible for Environmental Compliance.

<i>Authorized Representative</i>	<i>Company Contact</i>
Name: <u>JAMES ABLAN</u>	Name: _____
Title: <u>MANAGING MEMBER, CENTER 50, LLC</u>	Title: _____
Phone #: <u>312-291-9949</u>	Phone #: _____

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

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

Operational Characteristics

1. Existing Number of Employees: Full Time _____ Part Time _____

2. Operational Schedule: Days/Wk _____ Hours/Day _____ # Shifts _____

3. Describe the nature of the business conducted at this facility (if more than one type ,of business or manufacturing takes place, list all activities): SHOPPING CENTER

ACE HARDWARE (HARDWARES STORE), FAMILY DOLLAR (RETAIL STORE)
ERICA'S JEWELRY (RETAIL STORE), AUTOZONE/AUTO PARTS STORE)

4. List principal raw materials used: N/A

5. List products produced and the average rate of production: N/A

6. List types of wastes created during production and any by-products produced: N/A

7. Estimate the quantity of water to be used by the facility during a six month period. Record the gallons of water anticipated by this facility. _____ gallons.

Indicate the source of the facility's water: Kenosha _____ Pleasant Prairie X ?

Meter number or address assigned to water metet(s). _____

8. Type of discharges: Continuous _____ Batch _____

If batch was indicated, give the average frequency and approximate volume of any batch discharges: _____

9. Describe the uses of water at this facility: _____

Wastewater Information

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

Wastewater Producing Process	Time and Duration of Discharges
_____	_____
_____	_____
_____	_____
_____	_____

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

3. Contact cooling water is cooling water that during the process comes into contact with process material, thereby becoming contaminated. Non-contact cooling water does not come into contact with process materials. Does this facility utilize cooling water?

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

	Gallons per Day		Type of Wastewater Discharge (Continuous, Batch, None)
	<u>Consumed</u>	<u>Discharges</u>	
Sanitary Usage	_____	_____	_____
Process Wastewater Usage	_____	_____	_____
Cooling Water Usage	_____	_____	_____
Other Usage	_____	_____	_____
Total Volume	_____	_____	_____

5. Describe all locations where wastewaters enter the collection system _____

6. Is there a sampling manhole on site? No _____ Yes X

If yes, describe the locations: CURRENTLY BEING INSTALLED. LOCATION TO BE PROVIDED ON DRAWINGS BY OTHERS

7. Are sanitary and process wastewaters separated? No _____ Yes X

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

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

Compliance Information

1. Is there any usage of toxic compounds at the facility? No X Yes _____

If yes, list and use check list on last page.

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

3. Is there a Spill Prevention Control and Countermeasure Plan in effect for this facility?

No _____ Yes _____ If yes, describe procedure: _____

5. Is any form of waste water pretreatment practiced at this facility? No X Yes _____
 If yes, describe: _____

6. List any specific pretreatment standards that apply to this facility: _____

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

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

Submissions

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

Signatory Requirement

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

CENTER 50, LLC

by [Signature] ~~MANAGING MEMBER~~
 Print Name: Authorized Representative

Signature: Authorized Representative

MANAGING MEMBER
 Title

2.14.13
 Date

Appendix
Toxic Pollutants Listed in 40CFR 307(a)

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

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



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

RECEIVED
 MAY 13 2013

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

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

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

It is petitioned that the following described property be rezoned from the present B-2

_____ District(s) to PUD District(s). The property petitioned

to be rezoned is located at: 4623 75TH STREET and is legally described

as follows: NE 1/4 & NW 1/4 SECTION 11-1-22 PER SURVEY
DATED 7-23-2012 BY MARESCALCO COUNTYWIDE SURVEYING, INC.

Tax Parcel Number(s): 91-4-122-111-0050

The proposed use for this property is: SHOPPING CENTER

Petitioner's interest in the requested rezoning: PUD

Compatibility with adjacent land uses: _____

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

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

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

PROPERTY OWNER:

Print Name: CENTER SQ, LLC

Signature: [Signature]

Address: 333 W. MICHIGAN AVE
CHICAGO IL 60601
 (City) (State) (Zip)

Phone: 312-291-9949

Fax: 312-291-9976

Email: JABLON@BEACONREALTYCAPITAL.COM

Date: 2.14.13

OWNER'S AGENT:

Print Name: _____

Signature: _____

Address: _____
 (City) (State) (Zip)

Phone: _____

Fax: _____

Email: _____

Date: _____

PROPOSED IMPROVEMENTS FOR:
CENTER 50

4623 75TH STREET

PLEASANT PRAIRIE, WISCONSIN

PROPERTY OWNER:
CENTER 50, L.L.C.

333 N. MICHIGAN AVENUE, SUITE 1833
CHICAGO, ILLINOIS 60601
PH* 312-291-9949
FAX* 312-291-9976

ARCHITECT:
HARRIS ARCHITECTS, INC.

4801 EMERSON AV. SUITE 210
PALATINE, ILLINOIS 60067-7416
PH* 847-303-1155 FAX*847-303-1164

CONTRACTOR:
KELLER, INC.

W177 N8856 RIVERCREST DRIVE
SUITE 104
GERMANTOWN, WISCONSIN 53022-4847
PH* 262-250-9710 FAX* 262-250-9740



EXISTING CONSTRUCTION DATA

BUILDING CODE:	INTERNATIONAL BUILDING CODE
	STATE OF WISCONSIN CODE (MOST CURRENT)
ZONING:	B-2 BUSINESS DISTRICT
CONSTRUCTION TYPE:	TYPE 2C-UNPROTECTED
OCCUPANCY TYPE:	B BUSINESS MIXED-USE NON-SEPARATED
FIRE PROTECTION	BUILDING IS TO BE EQUIPPED WITH AN ES-FR AUTOMATIC FIRE SUPPRESSION SYSTEM, DESIGN PER NFPA 13 (FIRE PROTECTION DRAWINGS BY OTHERS)

EXISTING SITE DATA

SITE AREA (4.73 ACRES)	206,200 S.F.
GREEN SPACE (EXISTING)	2,800 S.F.
GREEN SPACE (PROPOSED)	18,080 S.F.
CENTER 50 BUILDING AREA	
EXISTING BUILDING STRUCTURE	58,767 S.F.
BUILDING ADDITIONS	1,565 S.F.
TOTAL BUILDING AREA W/ ADDITIONS	60,332 S.F.
TOTAL PARKING STALLS REQUIRED	243 CARS
TOTAL PARKING STALLS PROPOSED (INCLUDING 8 H.C. STALLS)	272 CARS

INDEX TO DRAWINGS

ARCHITECTURAL DRAWINGS

A0.0 COVER SHEET, SITE DATA AND BUILDING INFORMATION
A1.0 COLORED SITE PLAN - PROPOSED PARKING LAYOUT AND GREEN SPACE
A1.1 SITE PLAN DETAILS - DUMPSTER ENCLOSURES
A1.2 SITE PLAN DETAILS - MONUMENT SIGN AND PROPERTY FENCE DETAILS
A2.0 BUILDING ELEVATIONS - NORTHEAST & NORTHWEST
A2.1 COLORED FACADE ELEVATIONS - PROPOSED DESIGN, COLORS AND MATERIALS
A2.2 BUILDING ELEVATIONS - TENANT SIGN ALLOCATION
A2.3 BUILDING ELEVATIONS - SOUTH, EAST & WEST
A3.0 DEMOLITION PLAN - STOREFRONTS - NORTHWEST
A3.1 DEMOLITION PLAN - STOREFRONTS - NORTH CENTER
A3.2 DEMOLITION PLAN - STOREFRONTS - NORTHEAST
A3.3 DEMOLITION PLAN - ROOF - WEST
A3.4 DEMOLITION PLAN - ROOF - EAST
A4.0 PARTIAL FOUNDATION PLAN - NORTHWEST
A4.1 PARTIAL FOUNDATION PLAN - NORTHEAST
A4.2 FOUNDATION PLAN DETAILS & NOTES
A4.3 PARTIAL FIRST FLOORPLAN - NORTHWEST & PARTITION TYPES
A4.4 PARTIAL FIRST FLOORPLAN - NORTHEAST & PARTITION TYPES
A4.5 PARTIAL BASEMENT PLAN - WEST
A4.6 PARTIAL BASEMENT PLAN - EAST
A5.0 DOOR SCHEDULE AND DETAILS
A6.0 WALL SECTIONS
A6.1 WALL SECTIONS
A6.2 WALL SECTIONS
A6.3 WALL SECTIONS
A8.0 TENANT & BUILDOUT PLAN & DETAIL (ERICA'S JEWELRY)

SP-1 SPECIFICATIONS
SP-2 SPECIFICATIONS

SITE SURVEY
PLAT OF SURVEY (MARESCALCO COUNTYWIDE SURVEYING, INC)

CIVIL ENGINEERING DRAWINGS
C-1 COVER SHEET (CIVIL ENGINEERING)
C-2 PRELIMINARY SITEPLAN (CIVIL ENGINEERING)

ELECTRICAL SITE PLAN
S-1 PHOTOMETRIC PLAN
S-2 LIGHTING SPECIFICATIONS

LIST OF ABBREVIATIONS

AB - Anchor Bolt	CONT - Continuous	F & I - Furnish & Install	INSLL - Insulation (sd)	PPT - Pressure Preser-	ST STL - Stainless Steel
ACOUS - Acoustical	CONTR JT - Control Joint	FIN - Finish	INT - Interior	PRV - Protective Tracted	SUSP - Suspended
ADJ - Adjacent	CONTR - Contractor	FLR - Floor	JST - Joist	PRFIN - Prefinished	T/ - Top of
AF - Above Finished Ft	CORR - Corrugated	FDN - Foundation	JT - Joint	PROV - Provide	TEMP - Tempered
ANOD - Anodized	CJ - Control Joint	FRHB - Frost Proof Hose-Bib	LAV - Lavatory	PSP - Pounds Per	TOPV - Top of
AP - Acoustical Panel	CT - Ceramic Tile	FRT - Fire Retardant Treated	LG - Long	SQ FT - Square Foot	TJ - Tie Joist
AT - Acoustical Tile	CW - Cold Water	FTS - Footing	LLV - Long Leg Vertical	PP - Pounds Per	TYP - Typical
BT - Bottom of	DBL - Double	GA - Gauge	LP - Low Point	PSI - Pounds Per	UNO - Unless Noted
BD - Board	DET - Detail	GALV - Galvanized	MAS - Masonry	SQ INCH - Square Inch	OTHERWISE
BIT - Bituminous	DIA - Diameter	GB - Gypsum Board	MAX - Maximum	PT - Point	UR - Urinal
BLKG - Blanking	DD - Ditto	GC - General Contractor	MET - Metal	PVMT - Pavement	VCT - Vinyl Composi-
BLDG - Building	DR - Door	GL - Glass	MFR - Manufacture	QT - Quarry Tile	tion Tile
BM - Beam	DWG - Drawing	GRN - Granular	MFR - Manufacture	REIN - Reinforcing	VERT - Vertical
BT - Bottom	EA - Each	GRN - Granular	MIN - Minimum	REQD - Required	WVC - Vinyl Wall Covering
BROG - Bridging	EJ - Expansion Joint	GYP - Gypsum Board	MO - Masonry Opening	RM - Room	WC - Water Closet
BRG - Bearing	ELEC - Electrical	GYP - Gypsum	MTL - Metal	SAN - Sanitary	WD - Wood
CONC BLK - Concrete Block	ELEV - Elevation	H - High	NIC - Not in Contract	SCHD - Schedule	WH - Water Heater
CLG - Ceiling	ED - Equal	HC - Handicapped	OVHD - Overhead	SECT - Section	WWF - Welded Wire Fabric
CLR - Clear	EW - Electrical Water	HWRE - Hardware	OPN - Opening	SF - Square Foot	WOW - Window
CPT - Carpet	EX - Equal	HM - Hollow Metal	OPN - Opening	SH - Sheet	
COL - Column	EXT - Exterior	HORIZ - Horizontal	PC - Precast	SLV - Short Leg Vertical	
COMP - Compact	EXP - Expansion	HP - High Point	PERIM - Perimeter	STD - Standard	
CONC - Concrete	EXP JT - Expansion Joint	HVAC - Heating, Ventilating	PL - Plate	STL - Steel	
CONST - Construction	EXT - Exterior	A/C - Air Conditioning	PLBG - Plumbing	SS - Service Sirk	
		HW - Hot Water	PLF - Pounds per linear foot	STM - Storm	

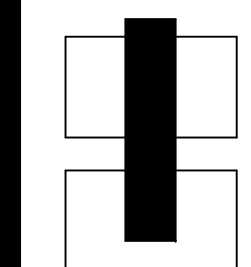
ARCHITECTURAL STAMP

I HEREBY CERTIFY UNDER OATH THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM FAMILIAR WITH THE CODES AND ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE, AND TO THE BEST OF MY KNOWLEDGE THESE PLANS COMPLY WITH THE BUILDING ORDINANCE, ZONING ORDINANCE AND OTHER APPLICABLE CODES AND ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

PATRICK C. HARRIS, ARCHITECT
HARRIS ARCHITECTS, INC. - CONSULTANT



PATRICK C. HARRIS, ARCHITECT
HARRIS ARCHITECTS, INC. CONSULTANT
4801 EMERSON AVENUE, SUITE 210
PALATINE, ILLINOIS 60067-7416
PH: 847-303-1155 FAX: 847-303-1164
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PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET

3-6-208
4-00-208
5-00-208

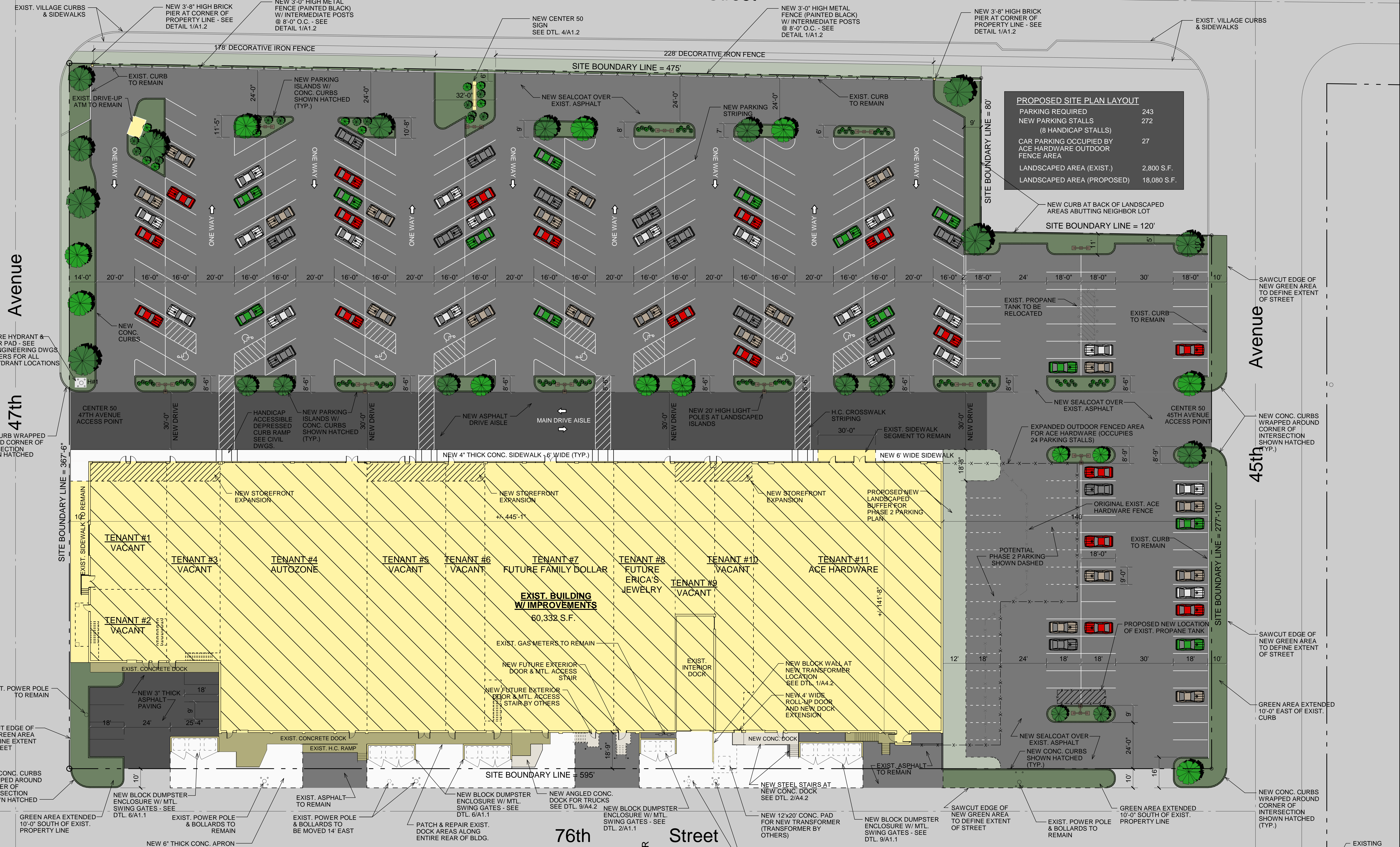
DESIGNED FOR PRELIMINARY FACADE BIDS
BY: PATRICK C. HARRIS, ARCHITECT
REVIEWED FOR CITY REVIEW

PROJECT NO. 21210
DRAWN BY: APF
DATABASE: 21210-4-5.DB

SHEET NO. **A0.0**
1 OF 28 SHEETS

State Trunk Highway "50"

75th Street

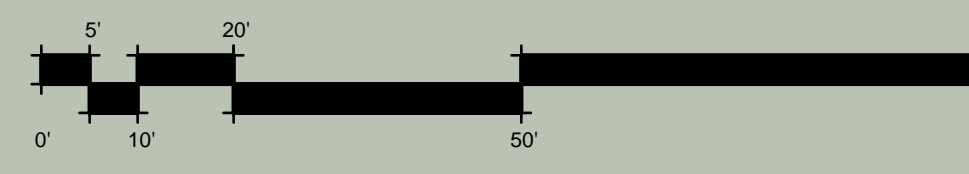


PROPOSED SITE PLAN LAYOUT

PARKING REQUIRED	243
NEW PARKING STALLS (8 HANDICAP STALLS)	272
CAR PARKING OCCUPIED BY ACE HARDWARE OUTDOOR FENCE AREA	27
LANDSCAPED AREA (EXIST.)	2,800 S.F.
LANDSCAPED AREA (PROPOSED)	18,080 S.F.

PROPOSED SITE PLAN

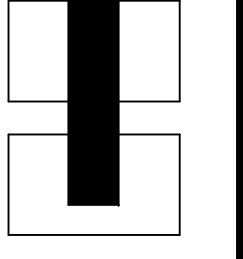
SCALE: 1:20



NOTE:
SITEPLAN SHOWN IS FOR CONCEPTUAL
VISUALIZATION ONLY. REFER TO LANDSCAPING
PLAN BY OTHERS FOR ACTUAL TREE / SHRUB
SELECTION, SPECIFICATION AND LOCATION.



PATRICK C. HARRIS ARCHITECT
HARRIS ARCHITECTS INC.
4623 75TH STREET, SUITE 100
PLEASANT PRAIRIE, IL 60154
TEL: 630.381.1100
WWW.HARRISARCHITECTS.COM



PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET
PLEASANT PRAIRIE, IL

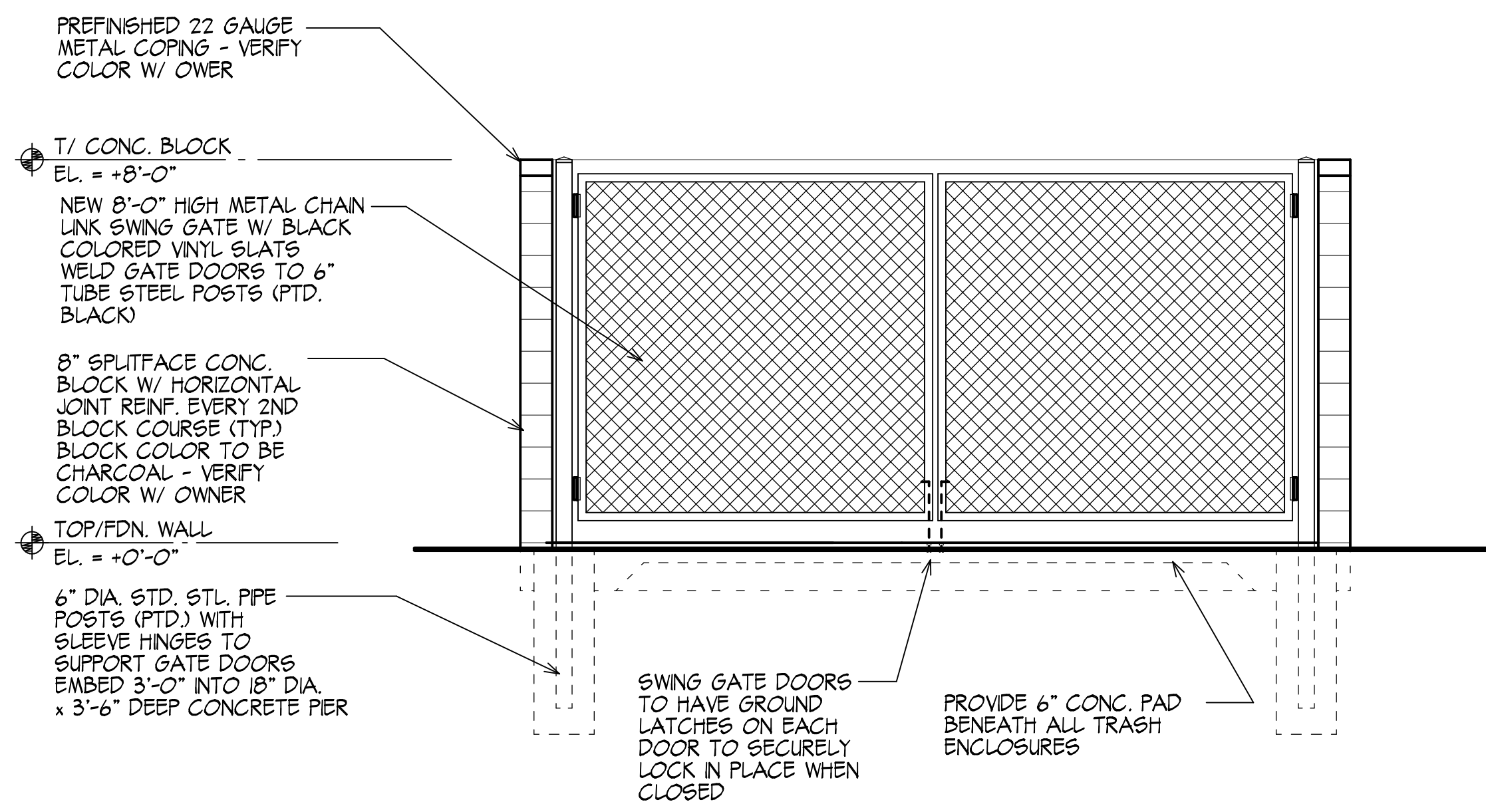
3-6-2018
4-10-2018
5-30-2018

REVIEW FOR PRELIMINARY FACADE BIDS
REVISIONS FOR CITY REVIEW

PROJECT NO. 21220
DRAWN BY: AP6
DATABASE: 21220.rvt+DB

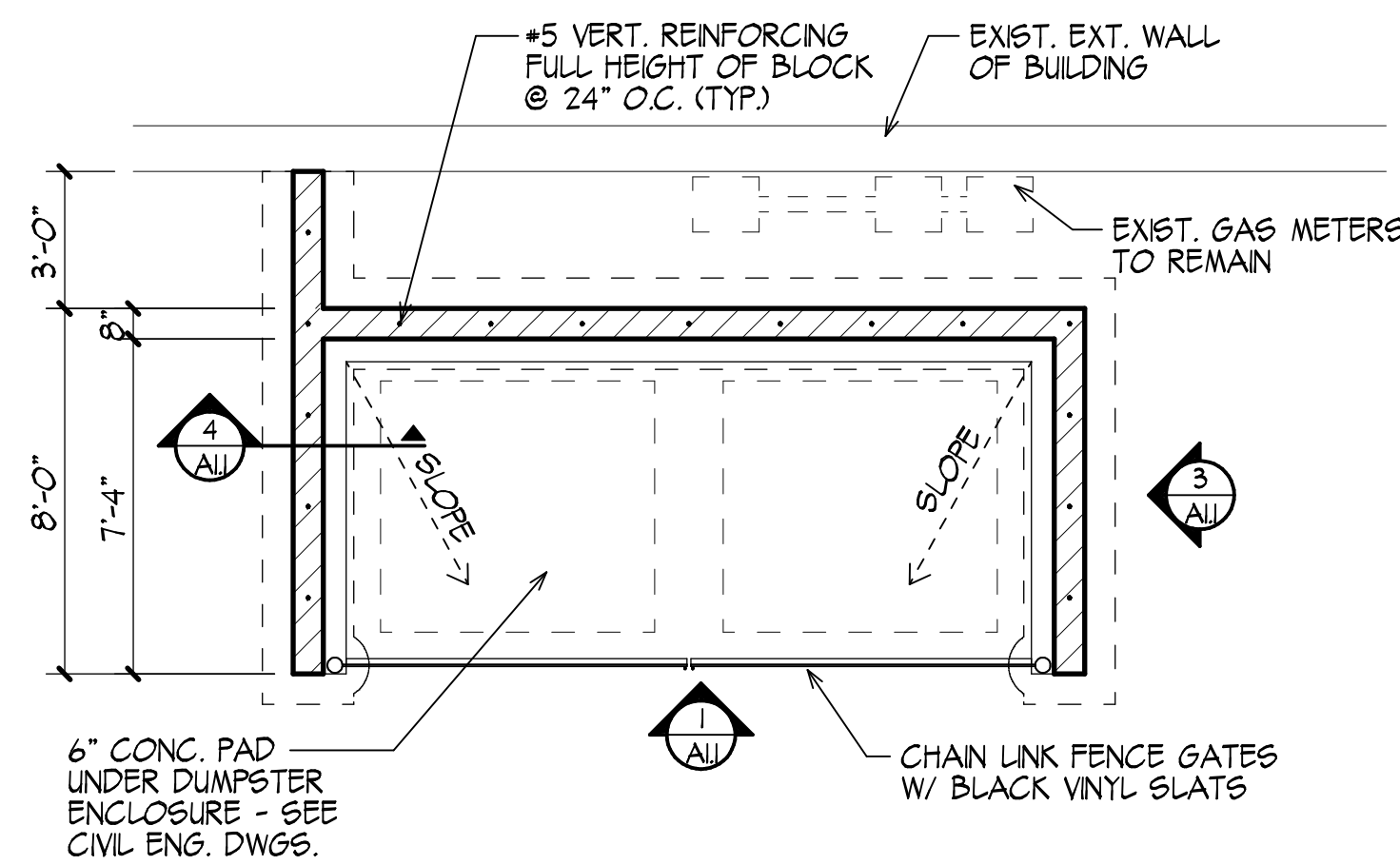
SHEET NO. A1.0

2 OF 28 SHEETS



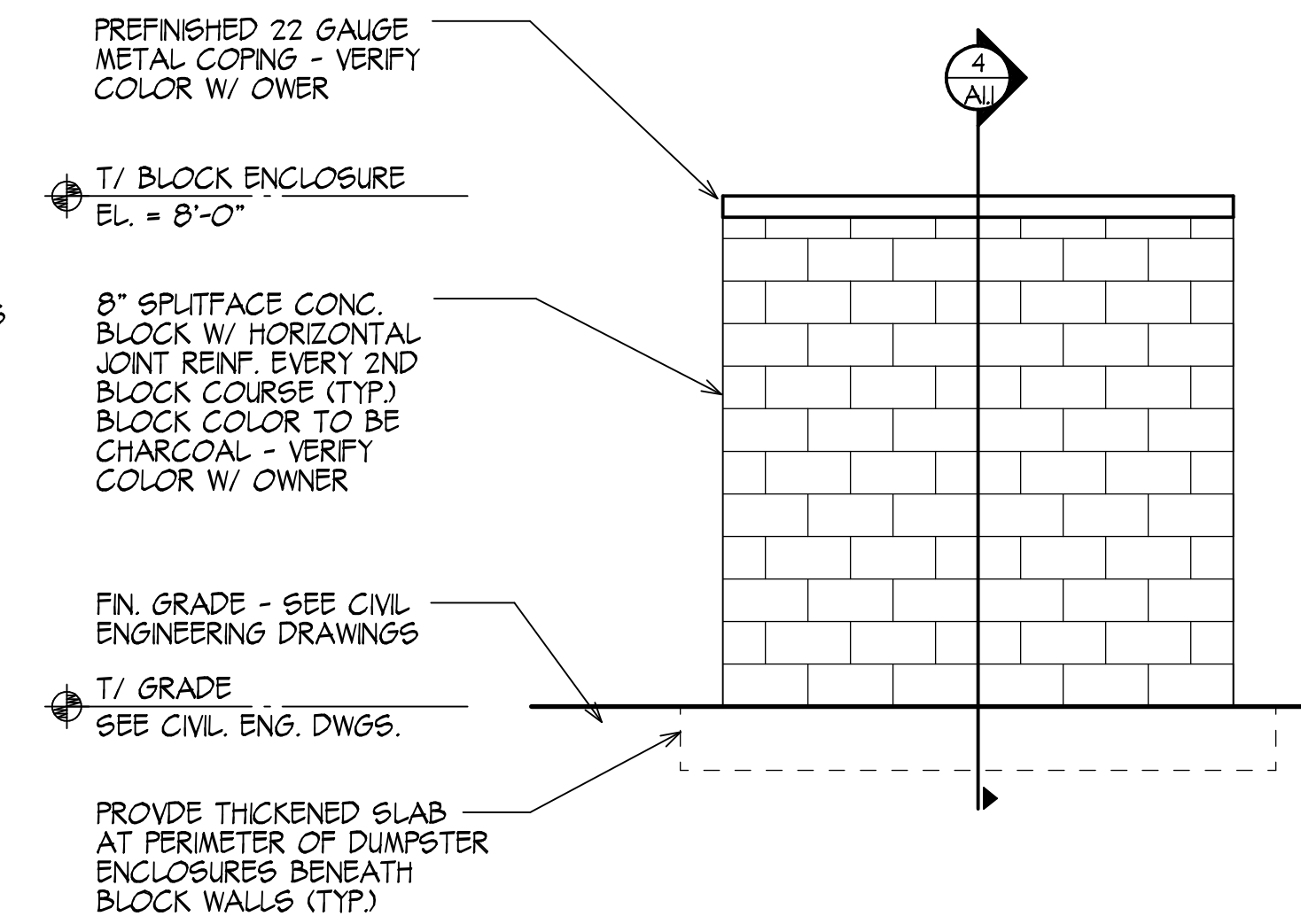
DOUBLE DUMPSTER ENCLOSURE ELEVATION VIEW

SCALE: 3/8" = 1'-0" (1) ALL



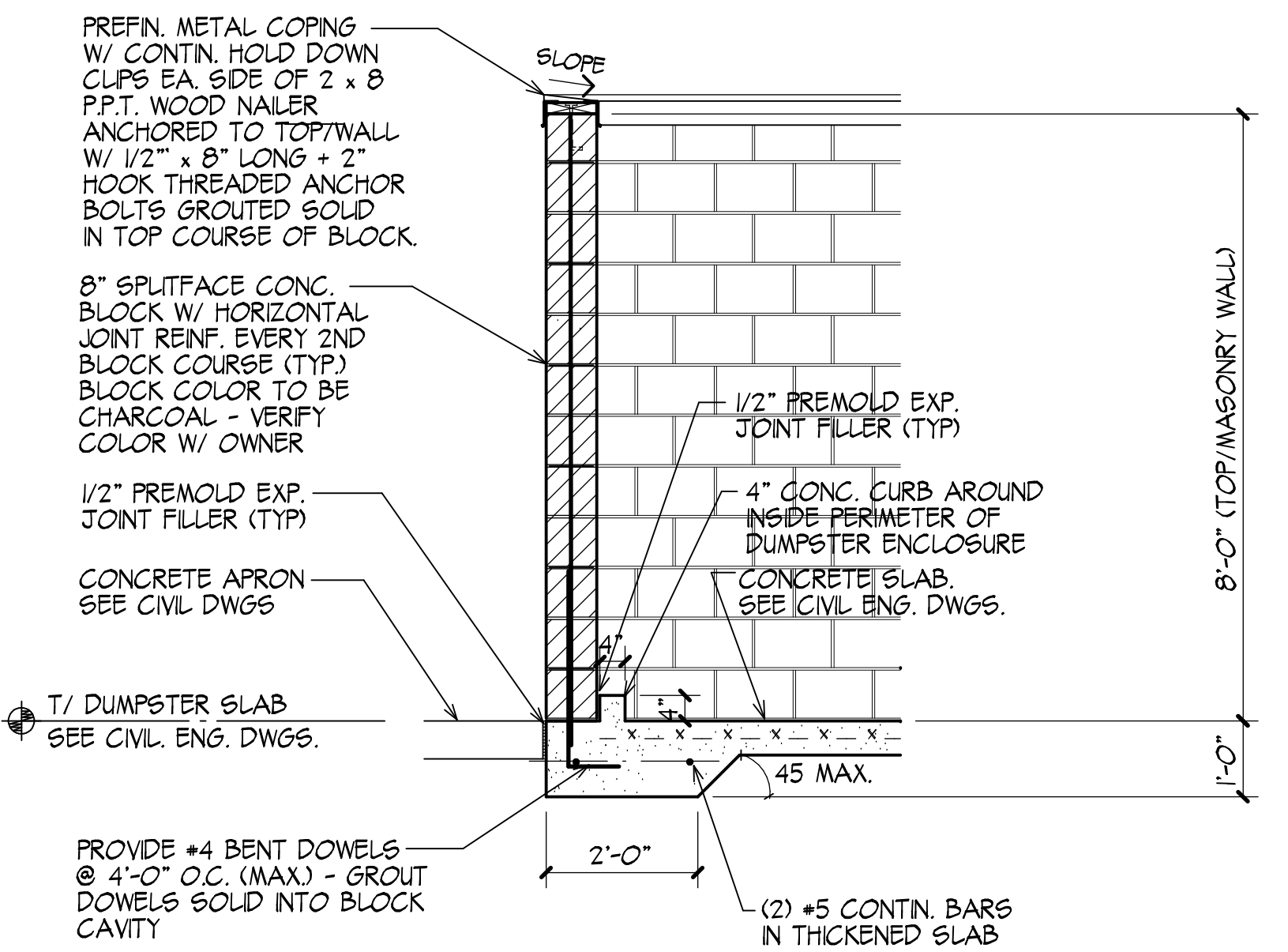
DOUBLE DUMPSTER ENCLOSURE PLAN VIEW

SCALE: 1/4" = 1'-0" (2) ALL



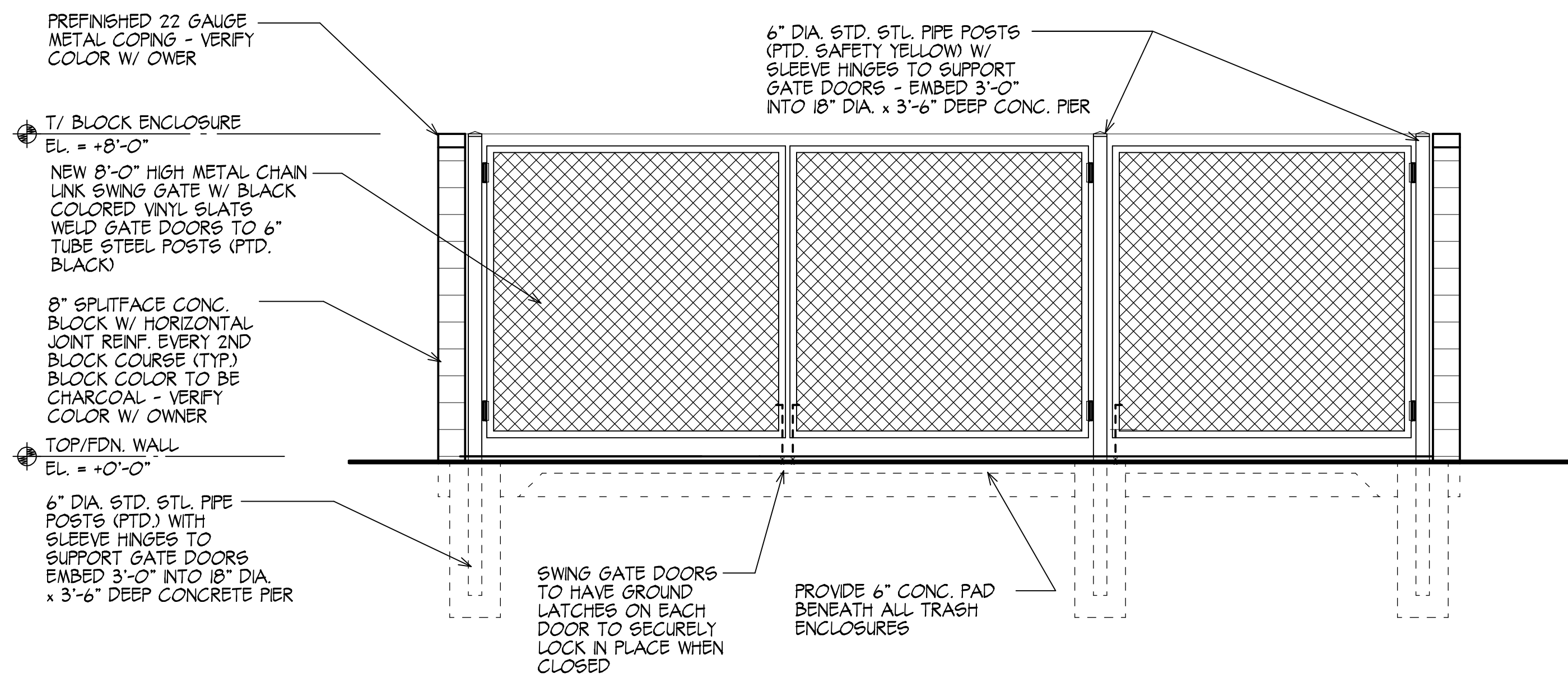
TYPICAL DUMPSTER ENCLOSURE SIDE ELEVATION

SCALE: 3/8" = 1'-0" (3) ALL



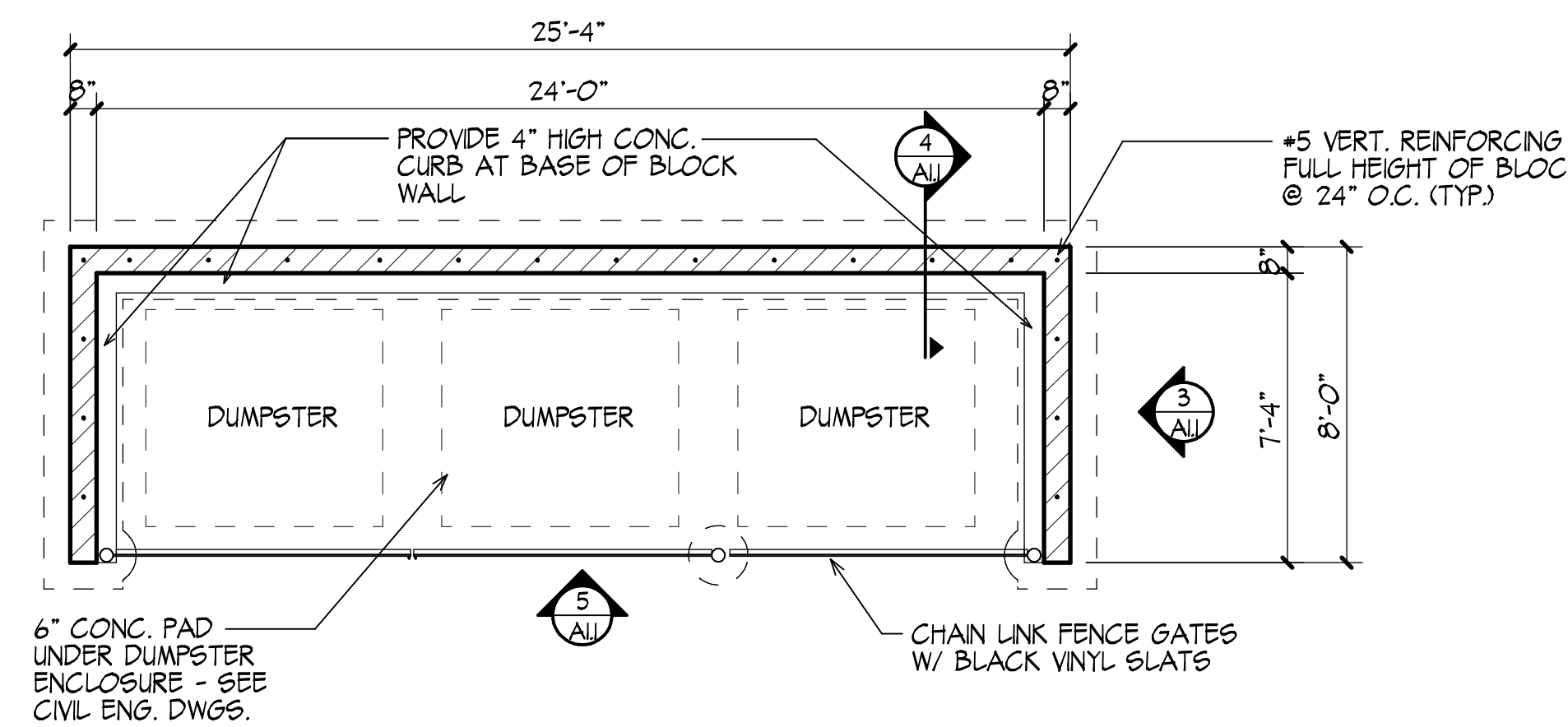
TYPICAL DUMPSTER SECTION

SCALE: 1/2" = 1'-0" (4) ALL



TRIPLE DUMPSTER ENCLOSURE ELEVATION VIEW

SCALE: 3/8" = 1'-0" (5) ALL

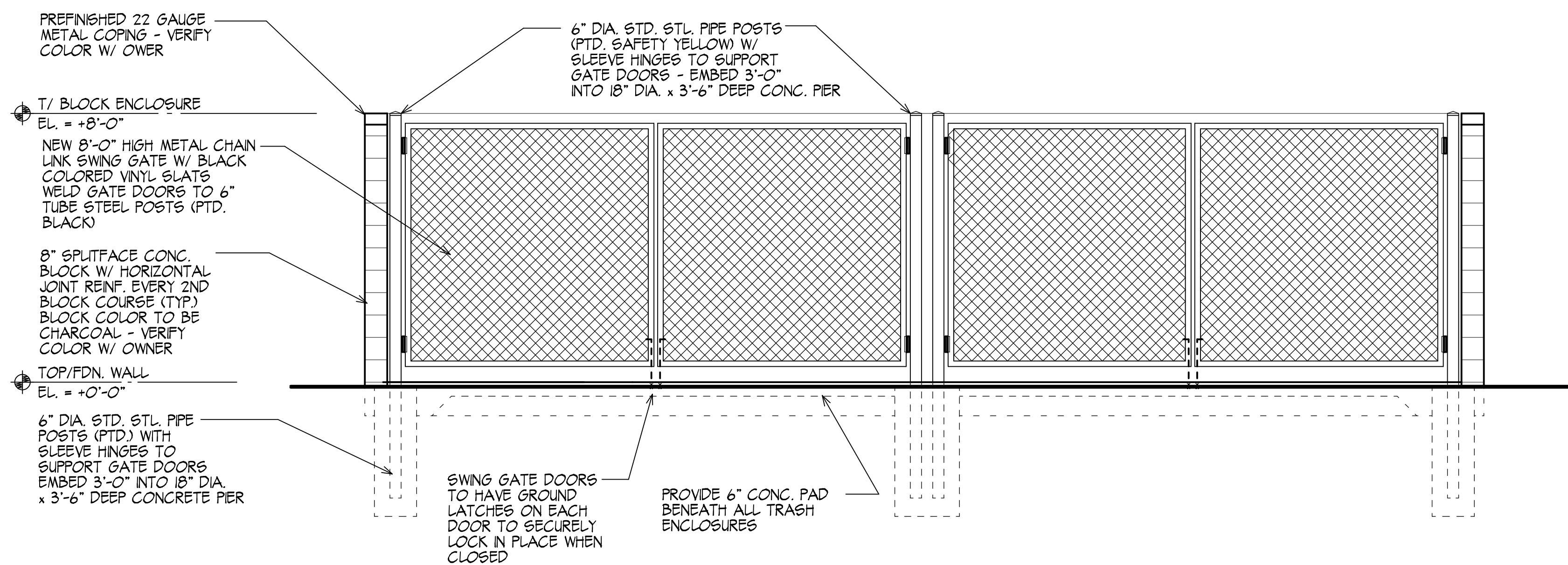


THREE DUMPSTER ENCLOSURE PLAN VIEW

SCALE: 1/4" = 1'-0" (6) ALL

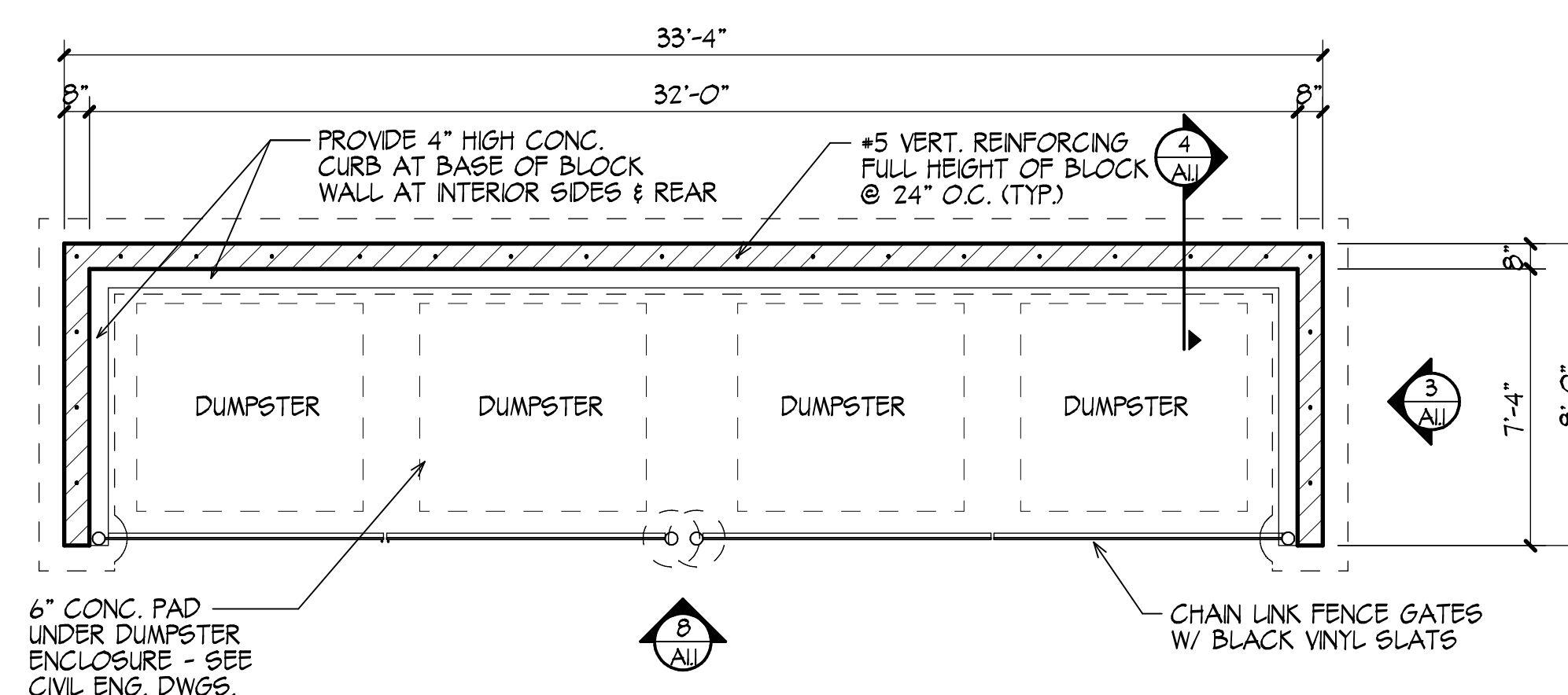
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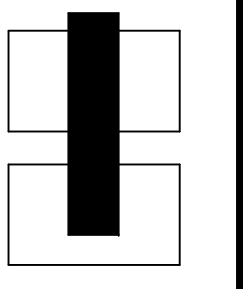
TRIPLE DUMPSTER ENCLOSURE ELEVATION VIEW

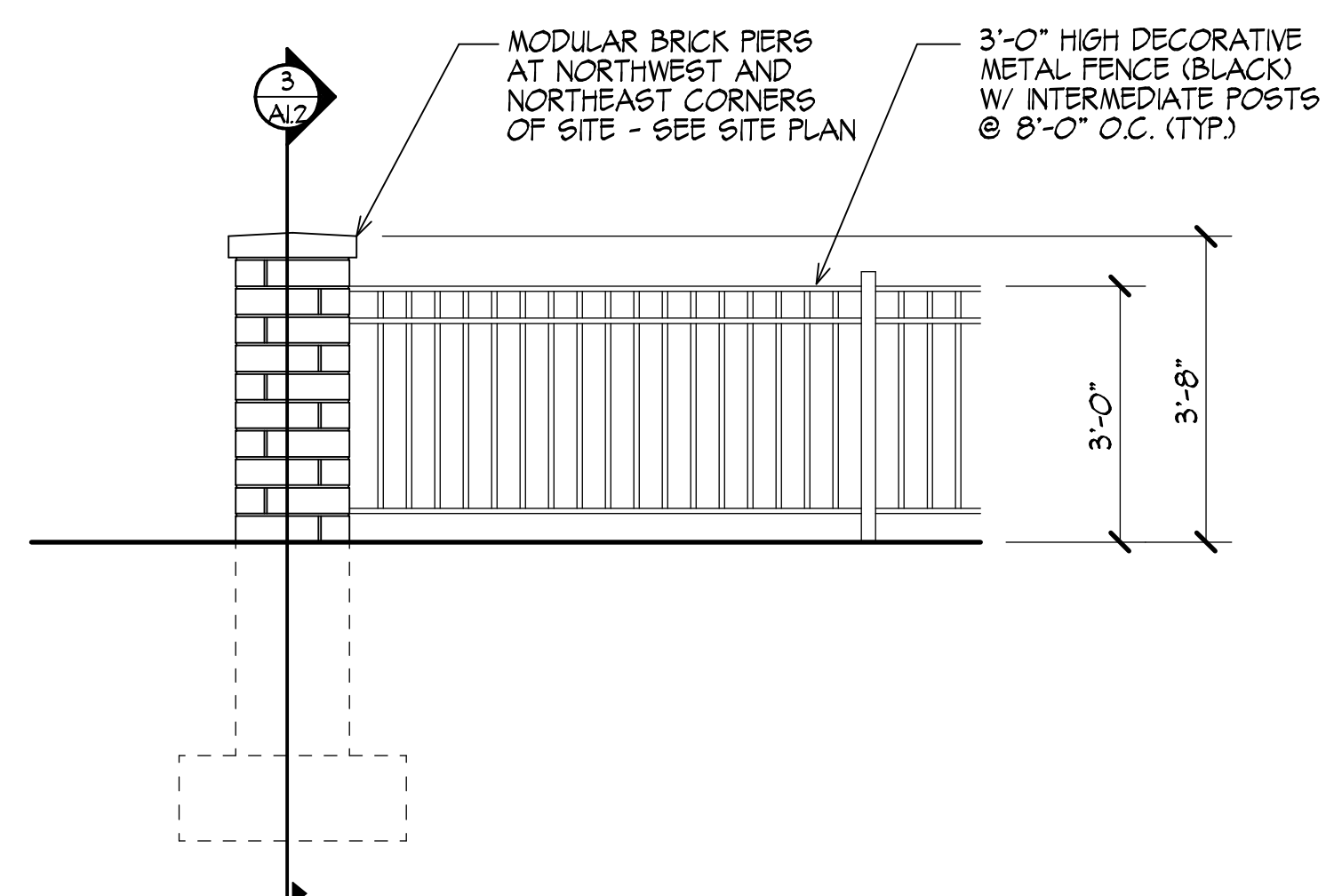
SCALE: 3/8" = 1'-0" (8) ALL



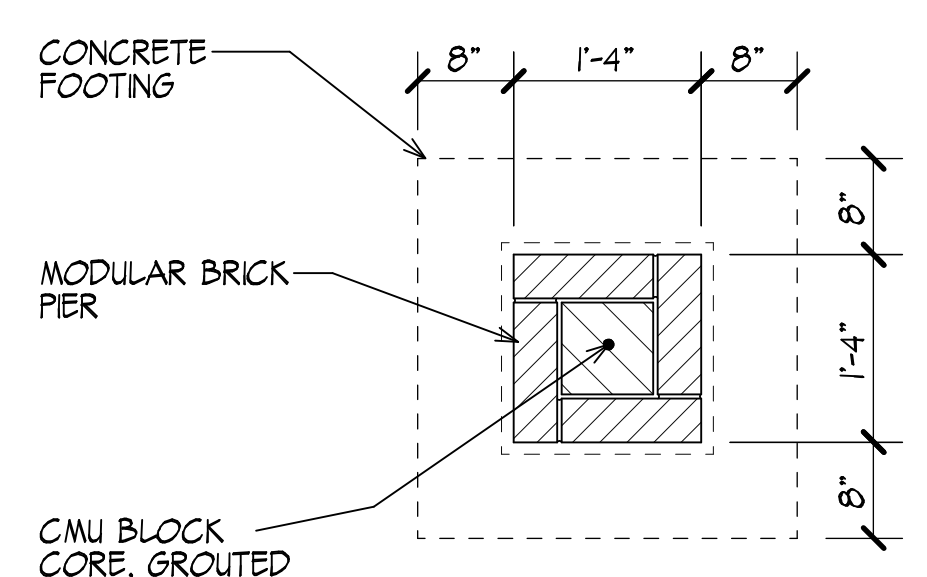
THREE DUMPSTER ENCLOSURE PLAN VIEW

SCALE: 1/4" = 1'-0" (9) ALL

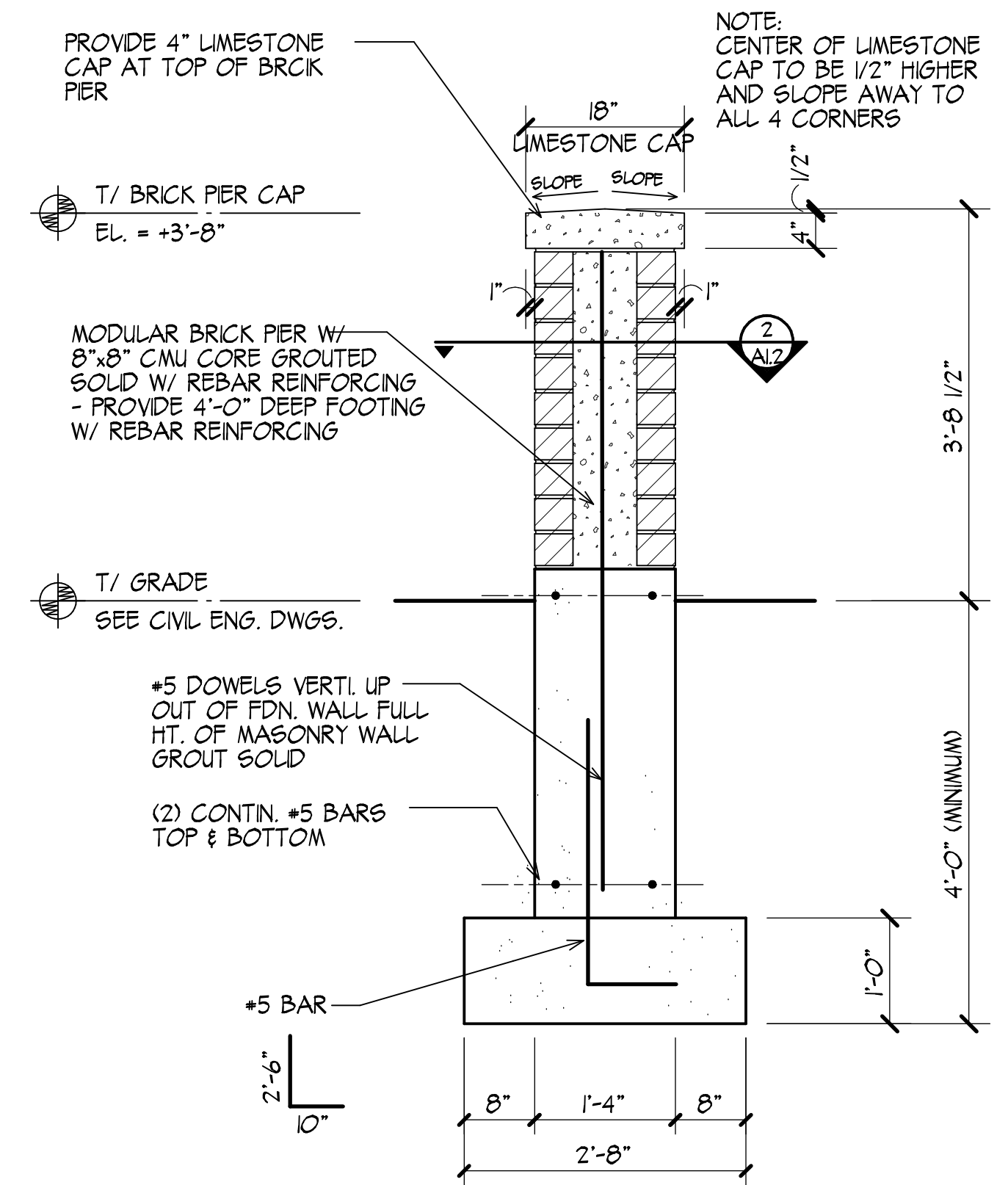




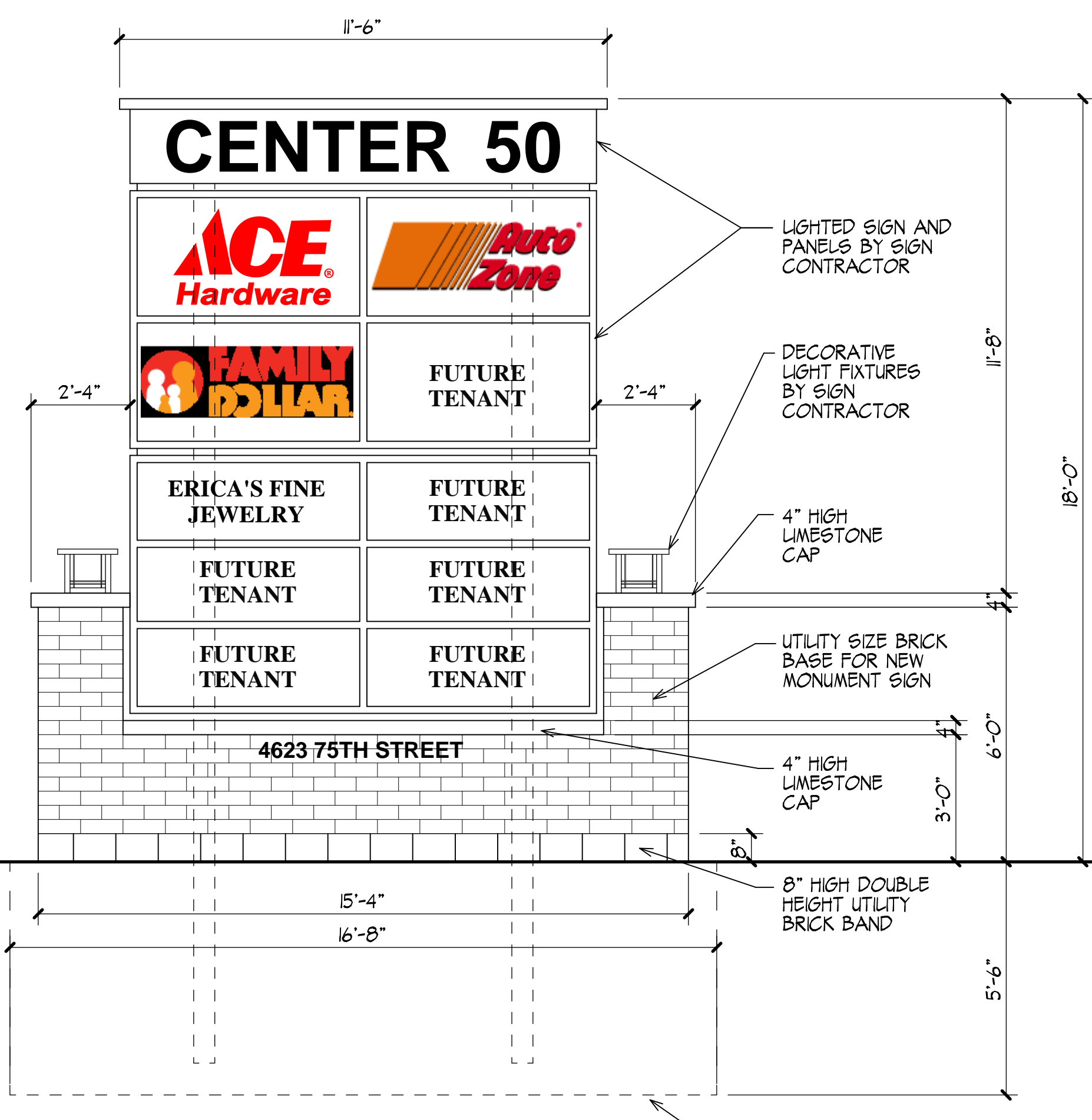
DECORATIVE FENCE ELEVATION
SCALE: 1/2" = 1'-0" (A1/2)



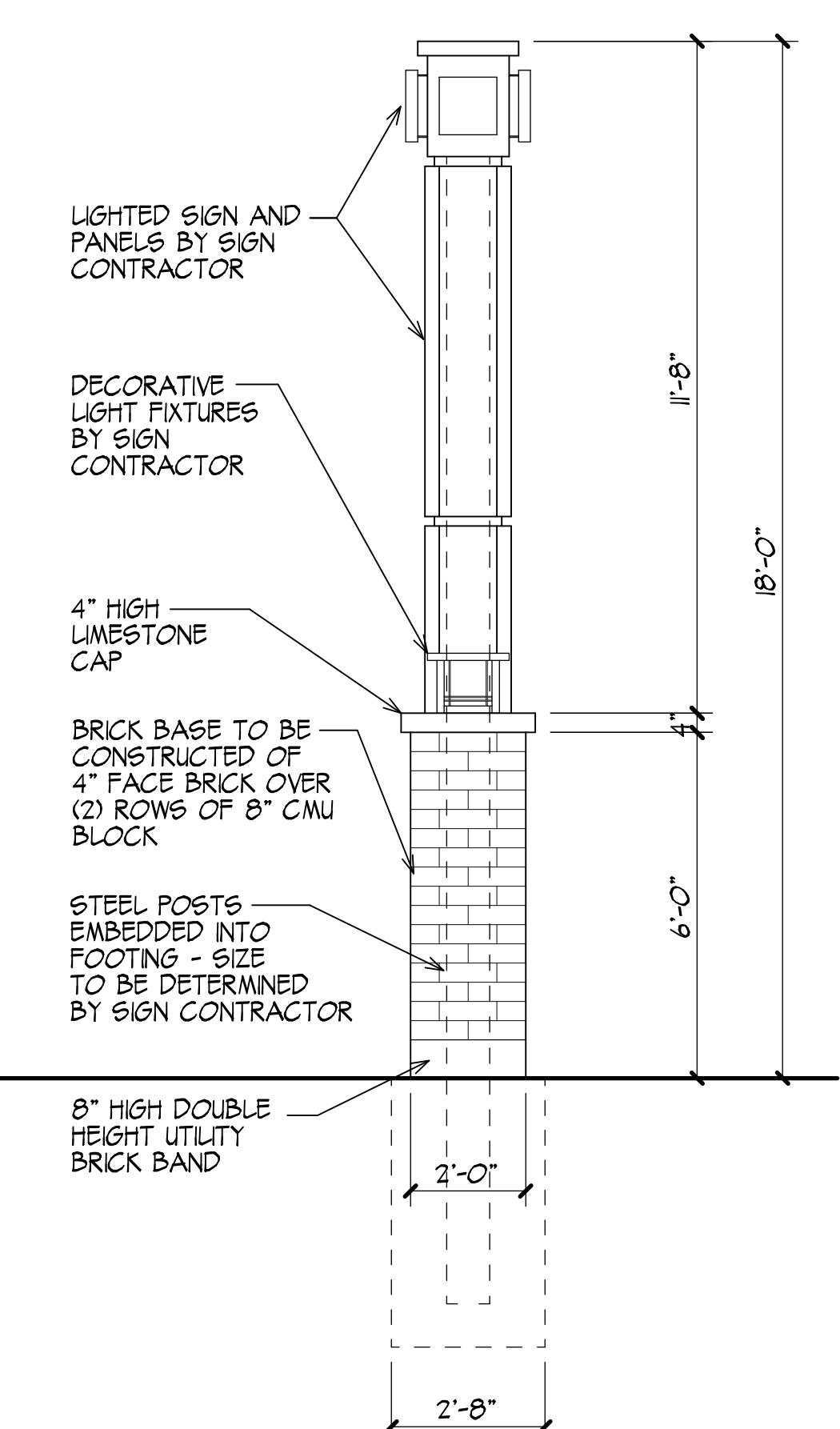
BRICK PIER PLAN VIEW
SCALE: 3/4" = 1'-0" (A1/2)



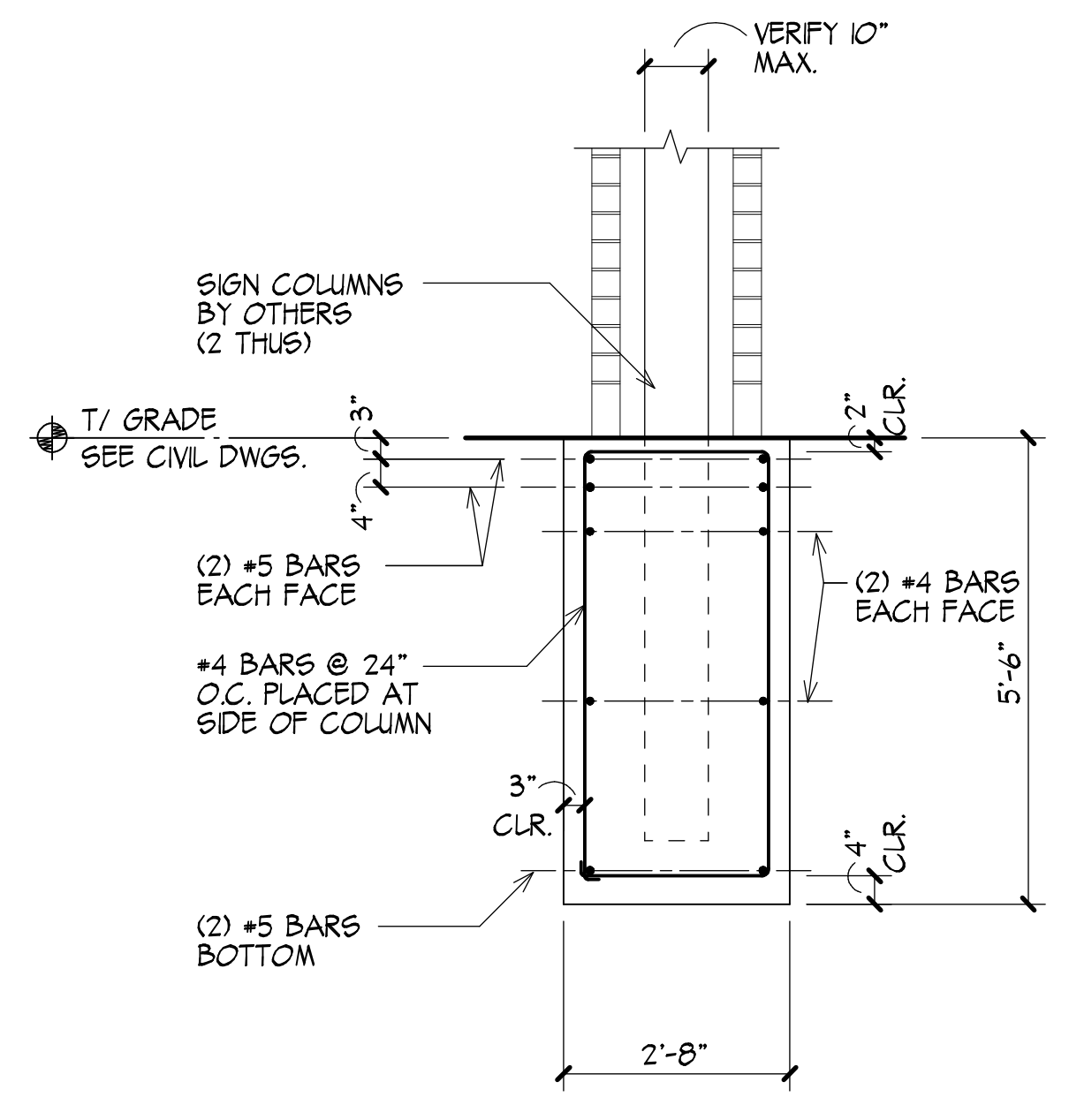
DECORATIVE FENCE SECTION
SCALE: 3/4" = 1'-0" (A1/2)



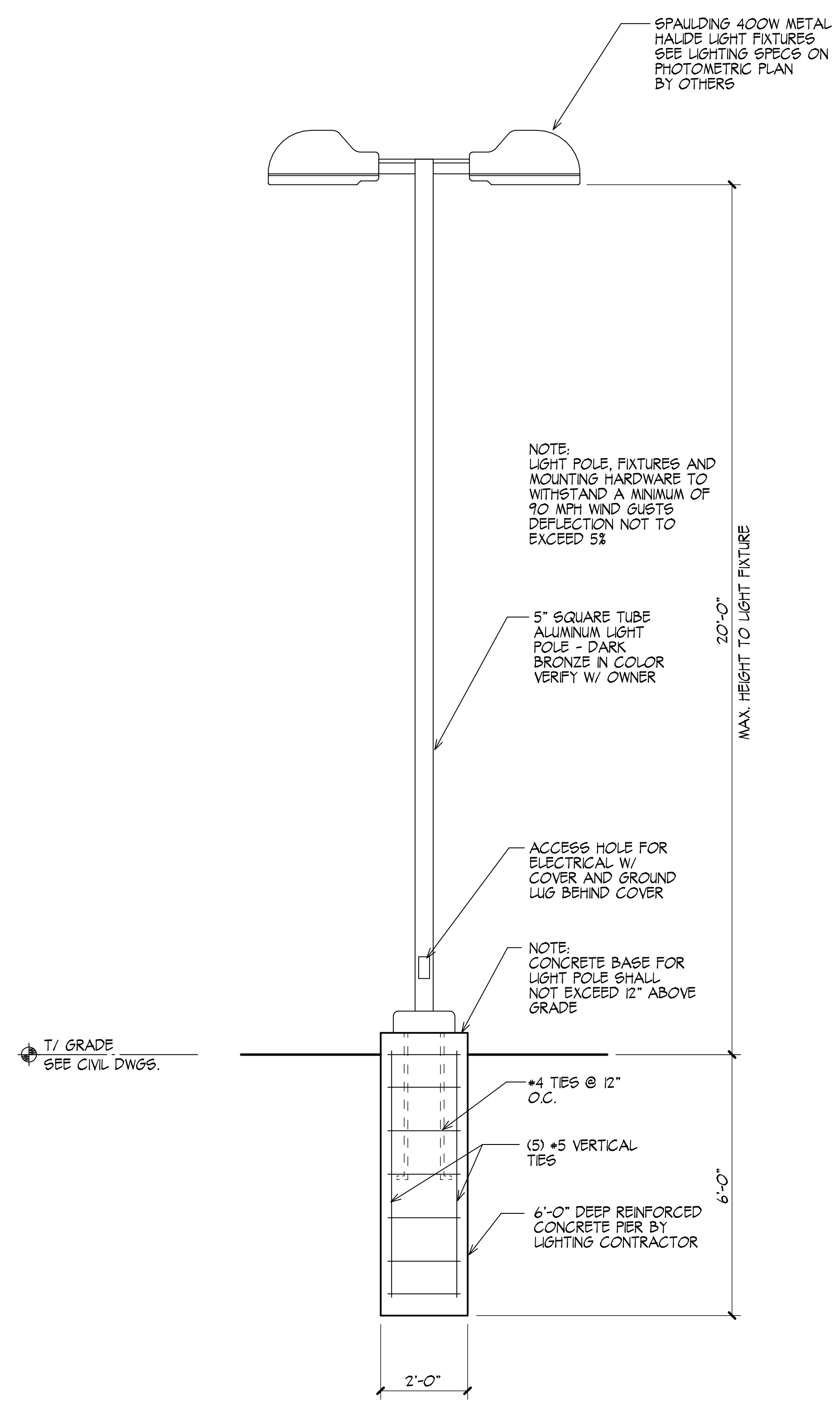
CENTER 50 STREET SIGN ELEVATION - FRONT
SCALE: 3/8" = 1'-0" (A1/2)



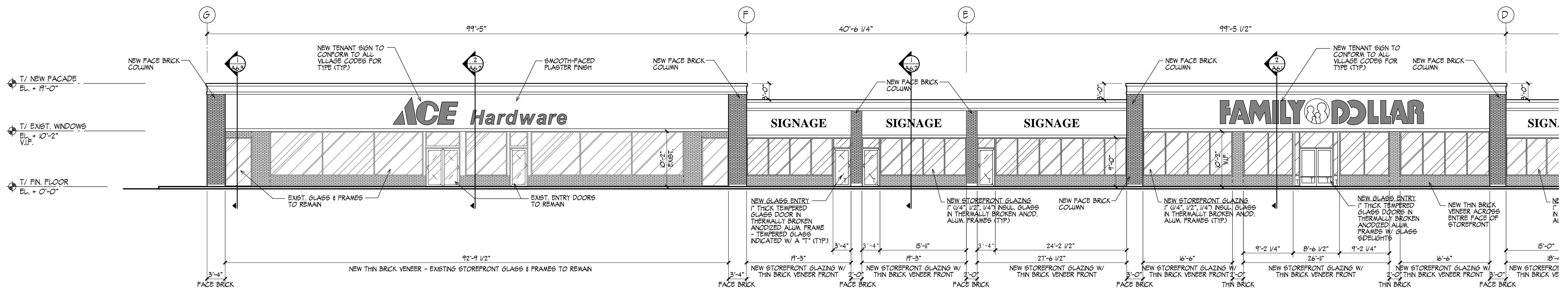
CENTER 50 STREET SIGN ELEVATION - SIDE
SCALE: 1/2" = 1'-0" (A1/2)



CENTER 50 STREET SIGN - FOOTING SECTION
SCALE: 1/2" = 1'-0" (A1/2)

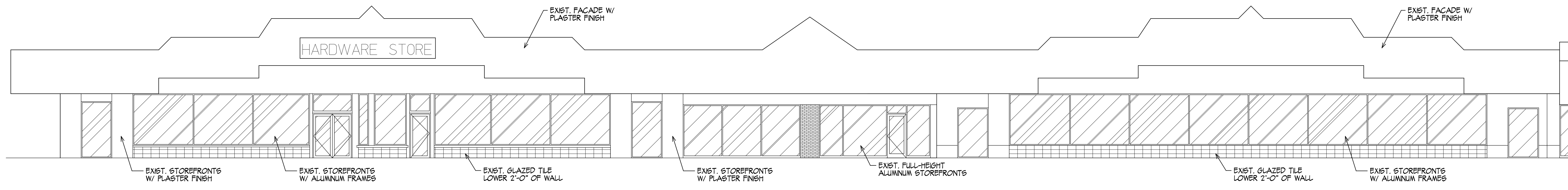


CENTER 50 PARKING LOT LIGHT POLE DETAIL
SCALE: 1/2" = 1'-0" (A1/2)



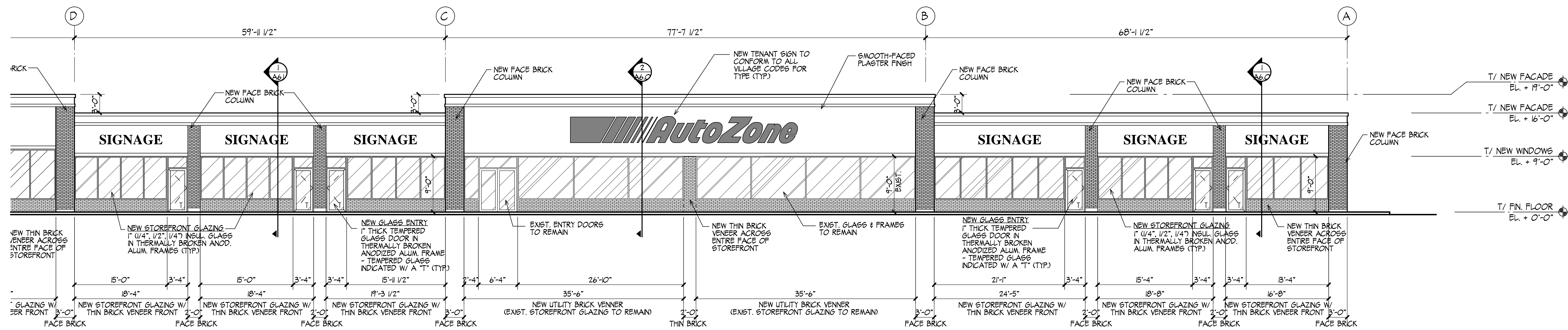
PROPOSED FACADE ELEVATION - NORTHEAST SIDE

SCALE: 1/8" = 1'-0" A2.0



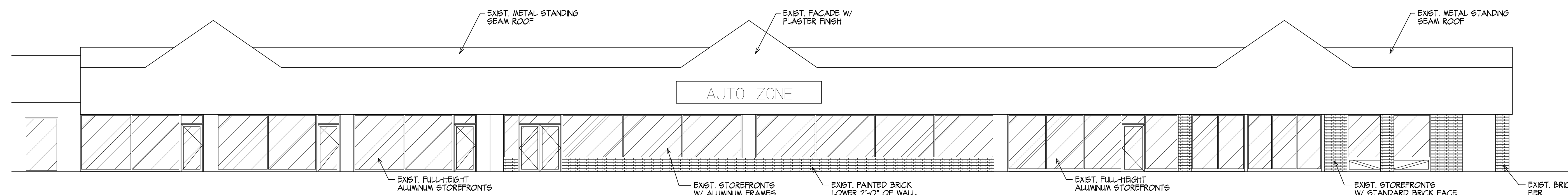
EXISTING FACADE ELEVATION - NORTHEAST SIDE

SCALE: 1/8" = 1'-0" A2.0



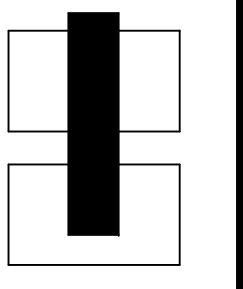
PROPOSED FACADE ELEVATION - NORTHWEST SIDE

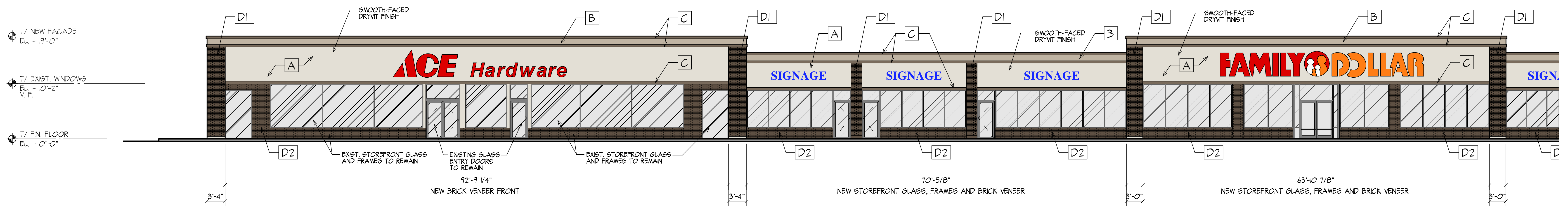
SCALE: 1/8" = 1'-0" A2.0



EXISTING FACADE ELEVATION - NORTHWEST SIDE

SCALE: 1/8" = 1'-0" A2.0

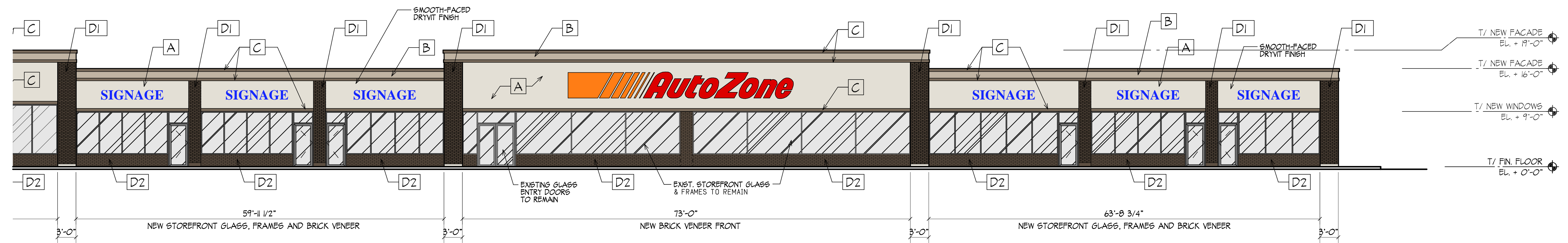




PROPOSED FACADE COLORS - NORTHEAST SIDE

SCALE: 1/8" = 1'-0"






1
A2.1



PROPOSED FACADE COLORS - NORTHWEST SIDE

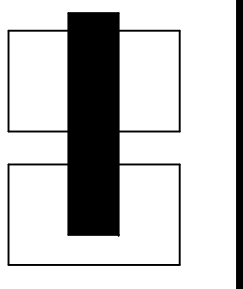
SCALE: 1/8" = 1'-0"

2
A2.1

ELEVATION COLOR REFERENCE CHART	
	A COLOR SAMPLE "A" SHERWIN WILLIAMS SW 7036 ACCESSIBLE BEIGE
	B COLOR SAMPLE "B" SHERWIN WILLIAMS SW 7038 TONY TAUPE
	C COLOR SAMPLE "C" SHERWIN WILLIAMS SW 7040 SMOKEHOUSE
	D1 BRICK COLOR SAMPLE "D1" ENDICOTT CLAY PRODUCTS COLOR - DARK SANDSTONE TEXTURE - VELOUR 4" FACE BRICK
	D2 BRICK COLOR SAMPLE "D2" ENDICOTT CLAY PRODUCTS COLOR - DARK SANDSTONE TEXTURE - VELOUR 1" THIN BRICK VENEER



PATRICK C. HARRIS ARCHITECT
HARRIS ARCHITECTS INC. CONSULTING ARCHITECTS
400 W. MARKET STREET, SUITE 200, PLEASANT PRAIRIE, IL 60153
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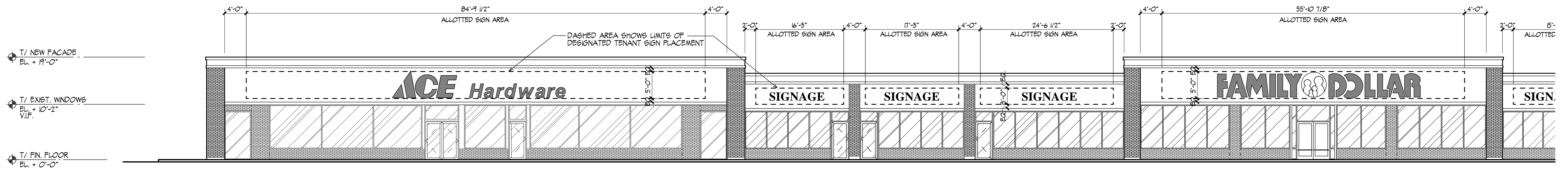
PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET
PLEASANT PRAIRIE, WI.

3-6-2018
4-10-2018
5-30-2018

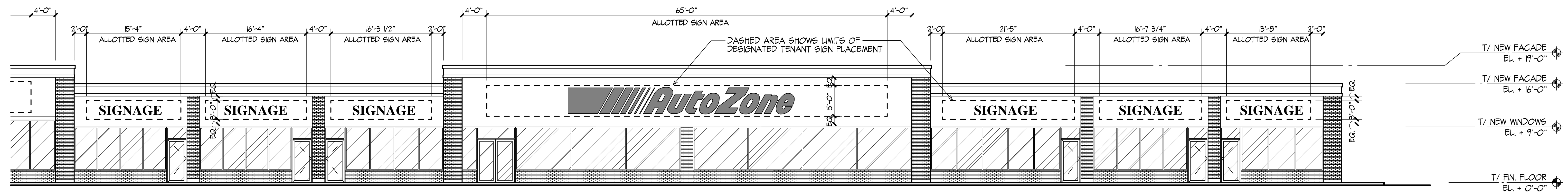
ISSUED FOR PRELIMINARY FACADE BIDS
REVISED FOR CITY REVIEW
REVISED FOR CITY REVIEW

PROJECT NO.
21210
DRAWN BY:
AP6
DATABASE:
21210+5.DWG

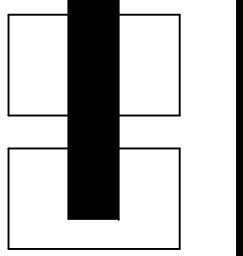
SHEET NO.
A2.1
6 OF 28 SHEETS

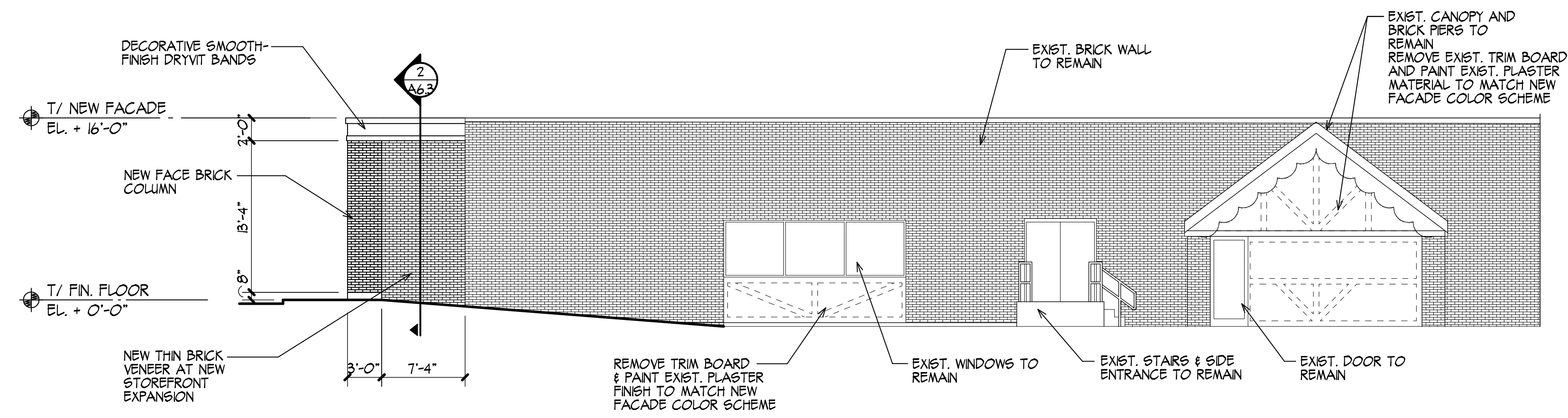


TENANT SIGN ALLOCATION - NORTHEAST SIDE
SCALE: 1/8" = 1'-0" (1) A2.2

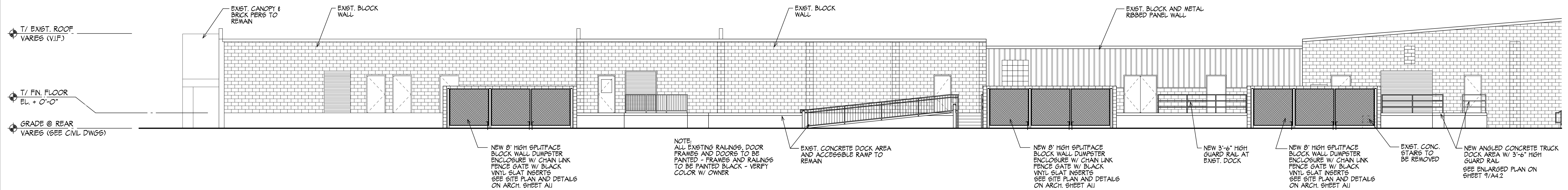


TENANT SIGN ALLOCATION - NORTHWEST SIDE
SCALE: 1/8" = 1'-0" (2) A2.2

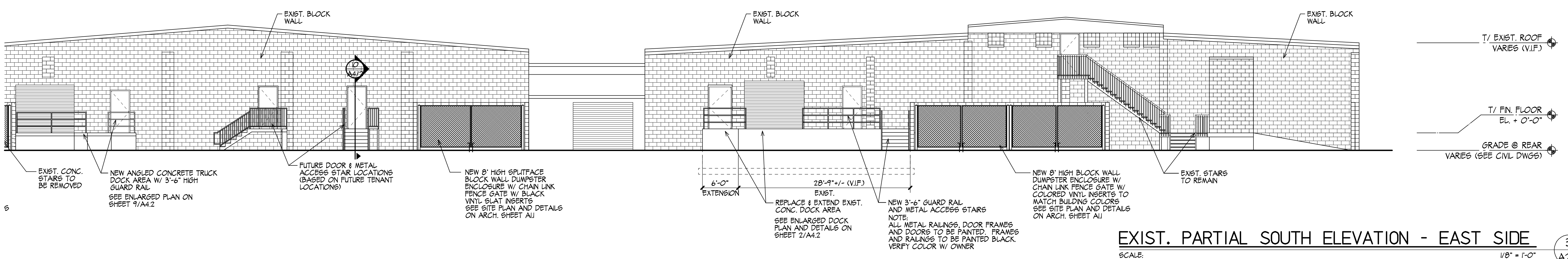




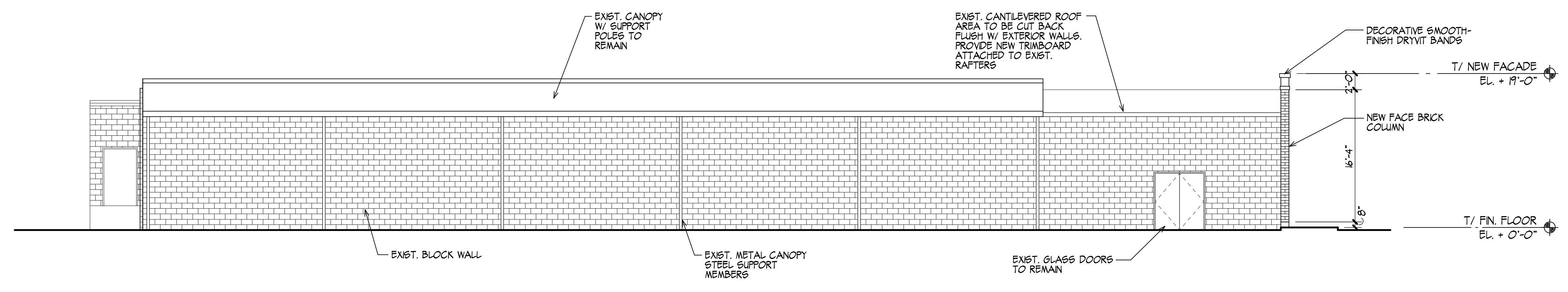
EXIST. WEST ELEVATION
SCALE: 1/8" = 1'-0"
A2.3



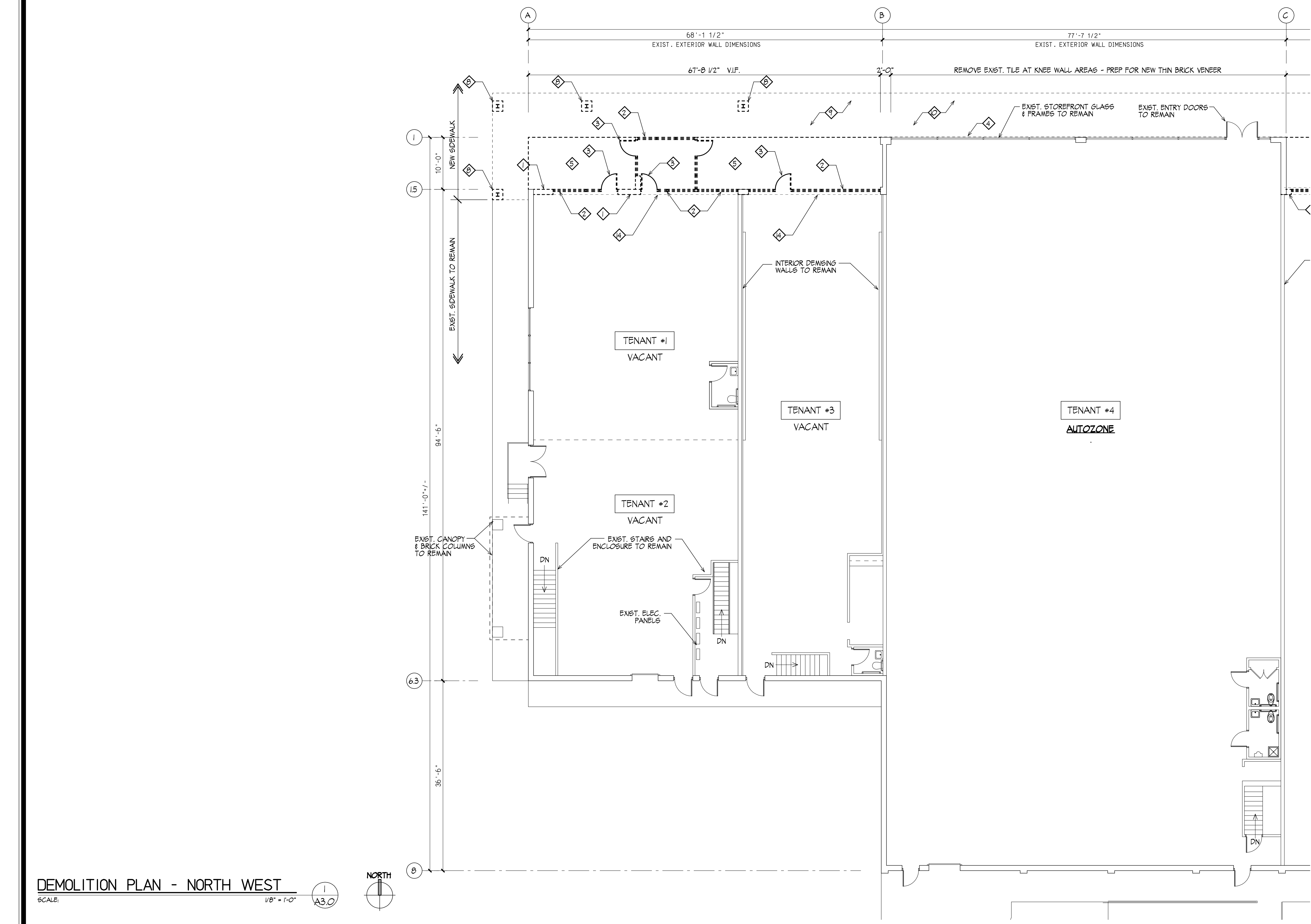
EXIST. PARTIAL SOUTH ELEVATION - WEST SIDE
SCALE: 1/8" = 1'-0"
A2.3



EXIST. PARTIAL SOUTH ELEVATION - EAST SIDE
SCALE: 1/8" = 1'-0"
A2.3



EXIST. EAST ELEVATION
SCALE: 1/8" = 1'-0"
A2.3



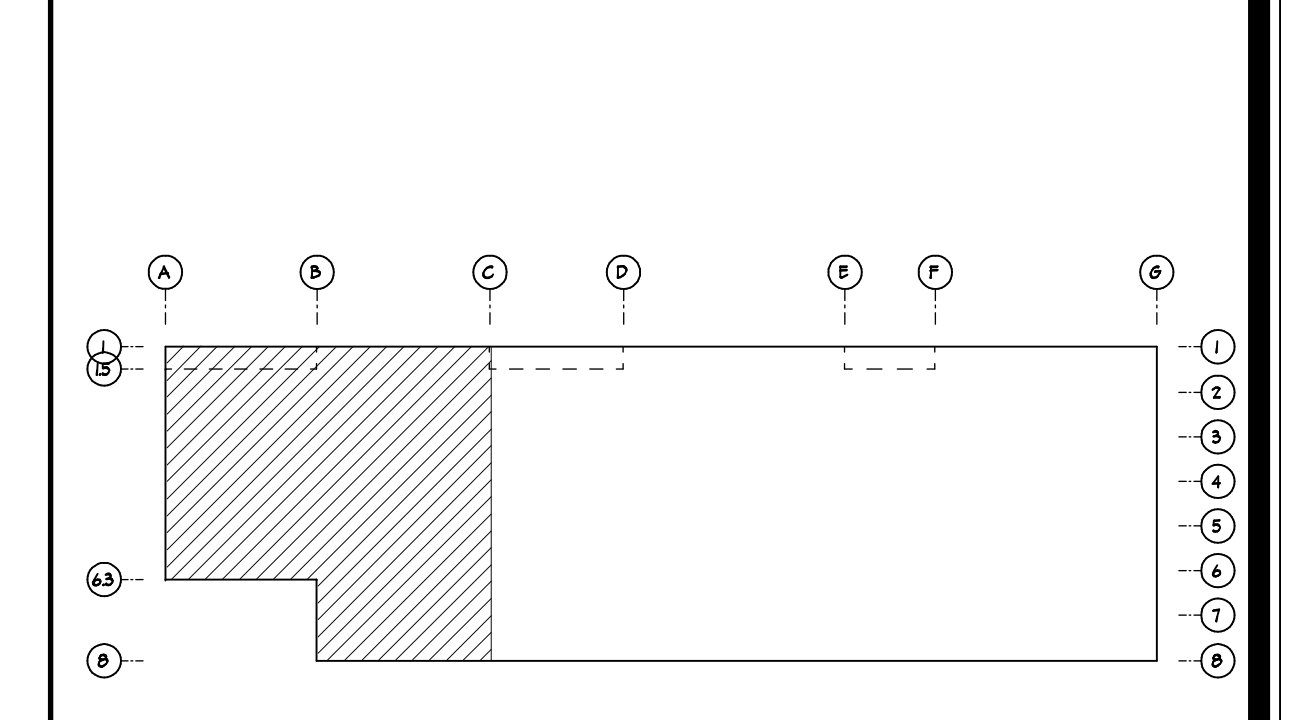
DEMOLITION KEYNOTES - FLOOR PLAN

- 1 REMOVE EXIST. EXTERIOR WALL UP TO LIMITS SHOWN
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- 3 REMOVE EXIST. DOORS, INCLUDING FRAMES AND ASSOCIATED HARDWARE
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DEMOLITION LEGEND

==== DEMO WALL	DEMO TOILET
—— EXISTING WALL TO REMAIN	EXISTING TOILET TO REMAIN
DEMO DOOR	DEMO SINK
EXISTING DOOR TO REMAIN	EXISTING SINK TO REMAIN
DEMO WINDOW	DEMO URINAL
EXISTING WINDOW TO REMAIN	EXISTING URINAL TO REMAIN

KEYPLAN



DEMOLITION PLAN - NORTH WEST
SCALE: 1/8" = 1'-0"
A3.0

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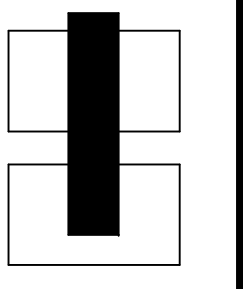
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PATRICK C. HARRIS ARCHITECT
HARRIS ARCHITECTS INC.
4600 PRAIRIE STREET, SUITE 100
PLEASANT PRAIRIE, IL 60154
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WWW.HARRISARCHITECTS.COM
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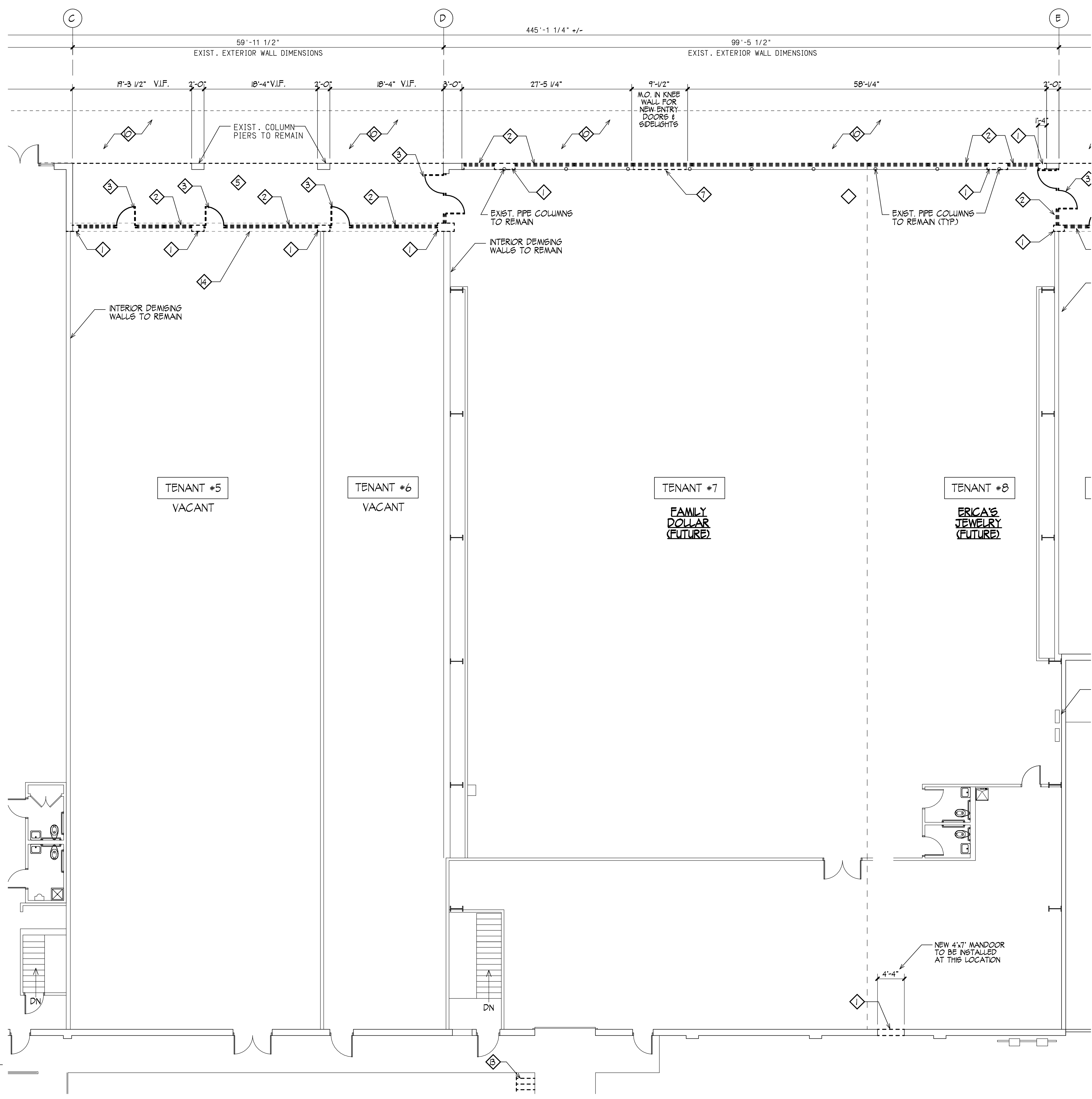
PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET

3-18-2013
4-00-2013
5-00-2013

REVISIONS FOR PRELIMINARY FACADE BIDS
REVISIONS FOR PERMITS
REVISIONS FOR CITY REVIEW

PROJECT NO. 21210
DRAWN BY: APB
DATABASE: 21210**5.DWG

SHEET NO. A3.0
9 OF 28 SHEETS



DEMOLITION PLAN - NORTH CENTER
 SCALE: 1/8" = 1'-0"
 A3.1

DEMOLITION KEYNOTES - FLOOR PLAN

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==== DEMO WALL	TOILET TO REMAIN
--- EXISTING WALL TO REMAIN	EXISTING TOILET TO REMAIN
- - - DEMO DOOR	DEMO SINK
EXISTING DOOR TO REMAIN	EXISTING SINK TO REMAIN
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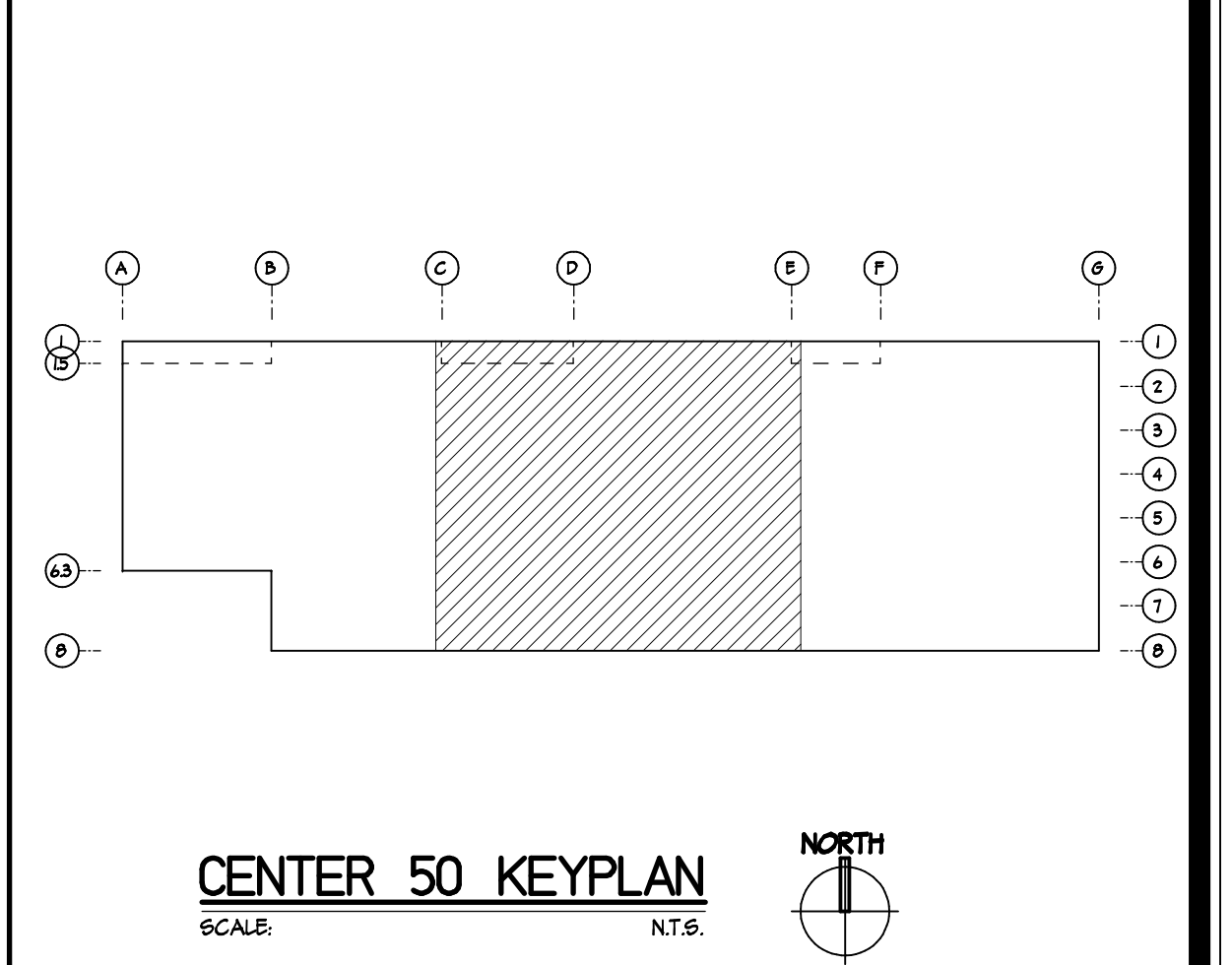
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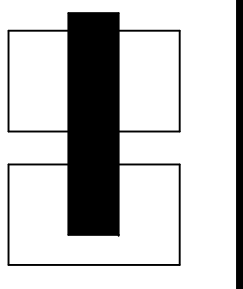
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KEYPLAN



PATRICK C. HARRIS ARCHITECT
HARRIS ARCHITECTS INC.
 400 N. PRAIRIE STREET, SUITE 1000
 PLEASANT PRAIRIE, IL 60154
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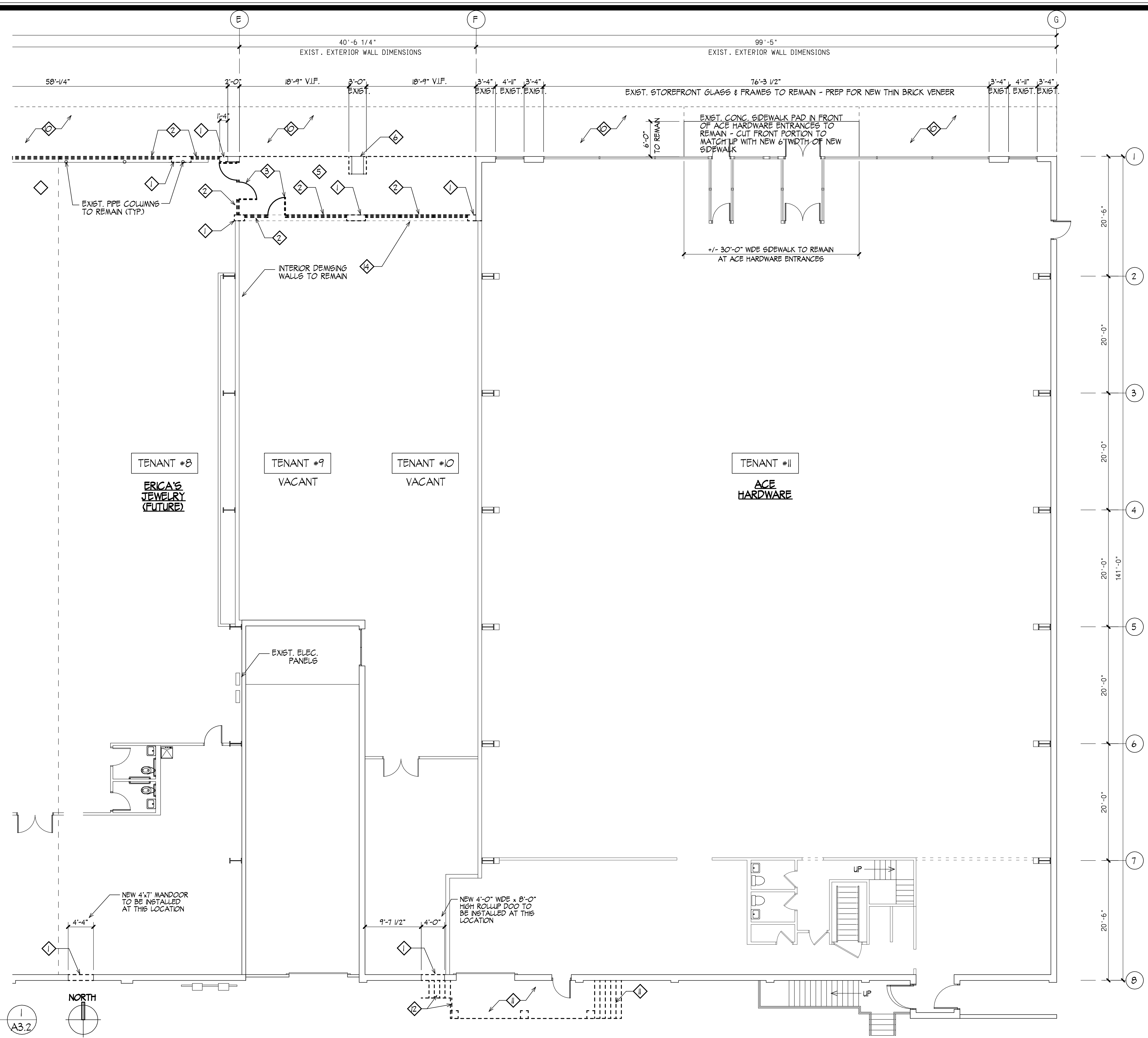
PROPOSED IMPROVEMENTS FOR:
CENTER 50
 4623 75TH STREET

3-18-2018
 4-10-2018
 5-00-2018

REVISIONS FOR PRELIMINARY FACADE BIDS
 REVISIONS FOR PERMITS
 REVISIONS FOR CITY REVIEW

PROJECT NO. 21210
 DRAWN BY: APF
 DATABASE: 21210**5.DWG

SHEET NO. **A3.1**
 10 OF 28 SHEETS



DEMOLITION PLAN - NORTH EAST
 SCALE: 1/8" = 1'-0"
 A3.2

DEMOLITION KEYNOTES - FLOOR PLAN

- 1 REMOVE EXIST. EXTERIOR WALL UP TO LIMITS SHOWN
- 2 REMOVE EXIST. EXTERIOR STOREFRONT GLAZING AND FRAMES
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DEMOLITION LEGEND

- | | |
|-----------------------------|---------------------------|
| ==== DEMO WALL | DEMO TOILET |
| — EXISTING WALL TO REMAIN | EXISTING TOILET TO REMAIN |
| - - - DEMO DOOR | DEMO SINK |
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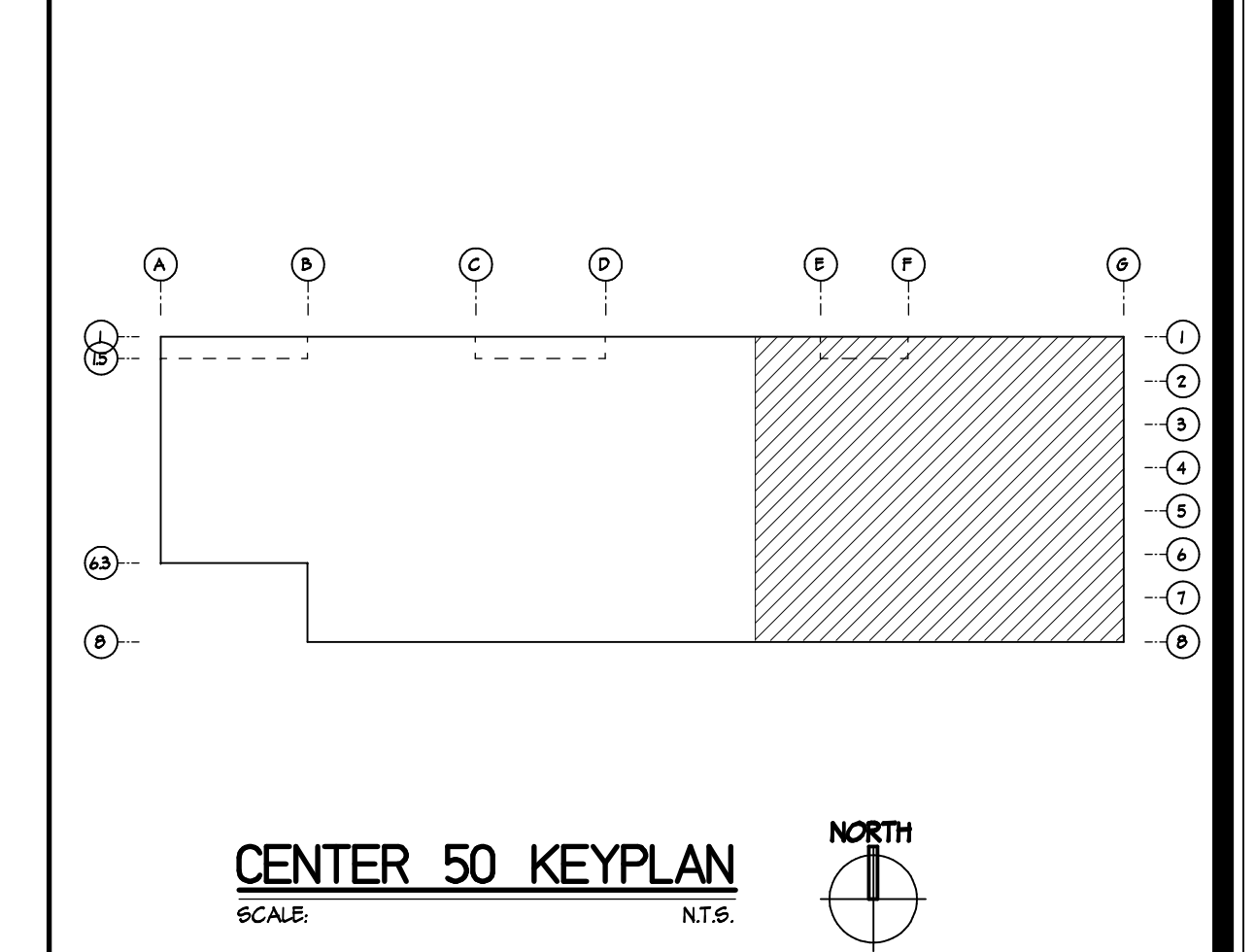
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KEYPLAN



Keller
 Planners, Architects, Builders

PATRICK C. HARRIS ARCHITECT
HARRIS ARCHITECTS INC.
 400 N. PARKWAY, SUITE 1000, PLEASANT PRAIRIE, IL 60154
 630.374.1000
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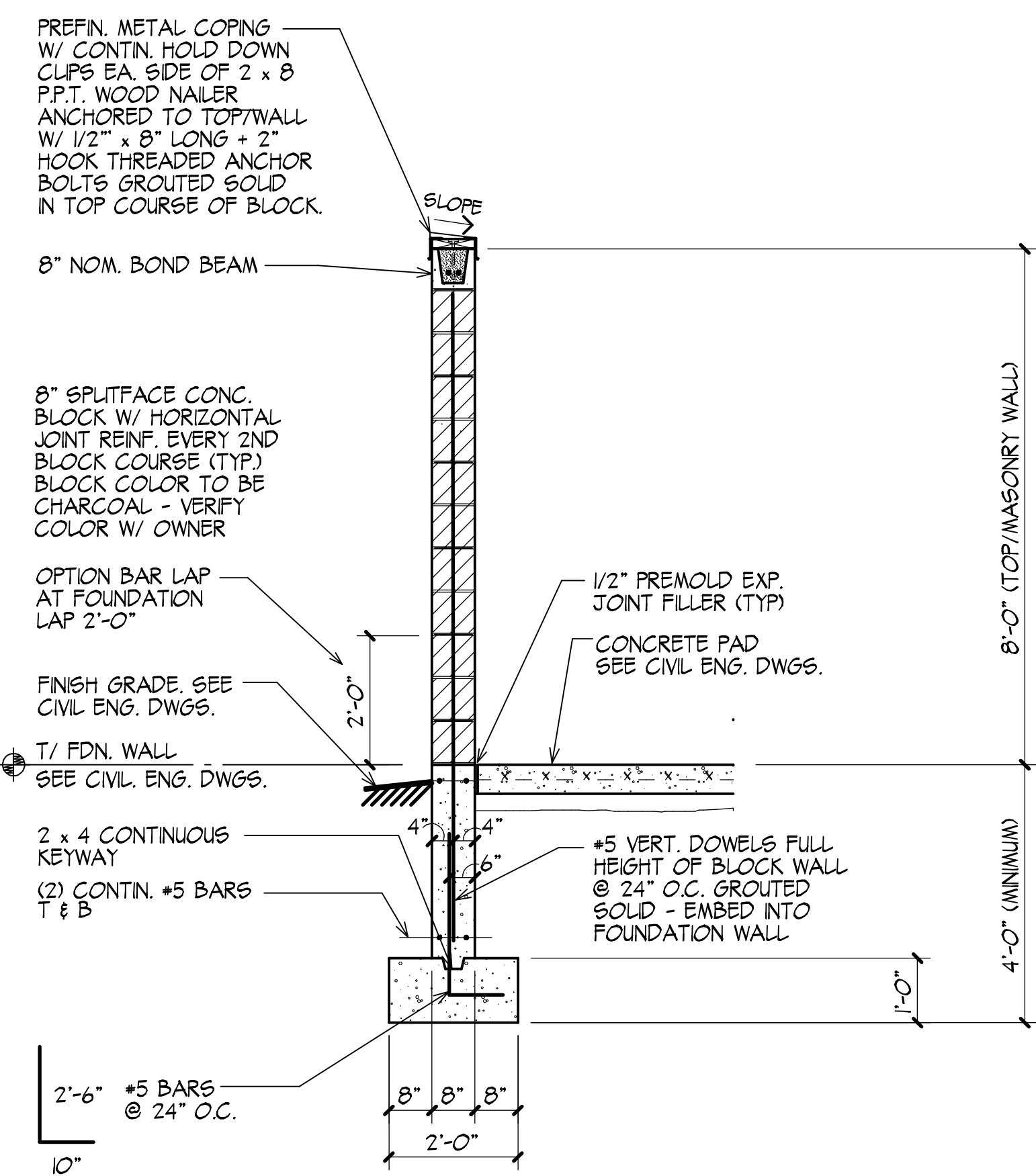
PROPOSED IMPROVEMENTS FOR:
CENTER 50
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3-15-2013
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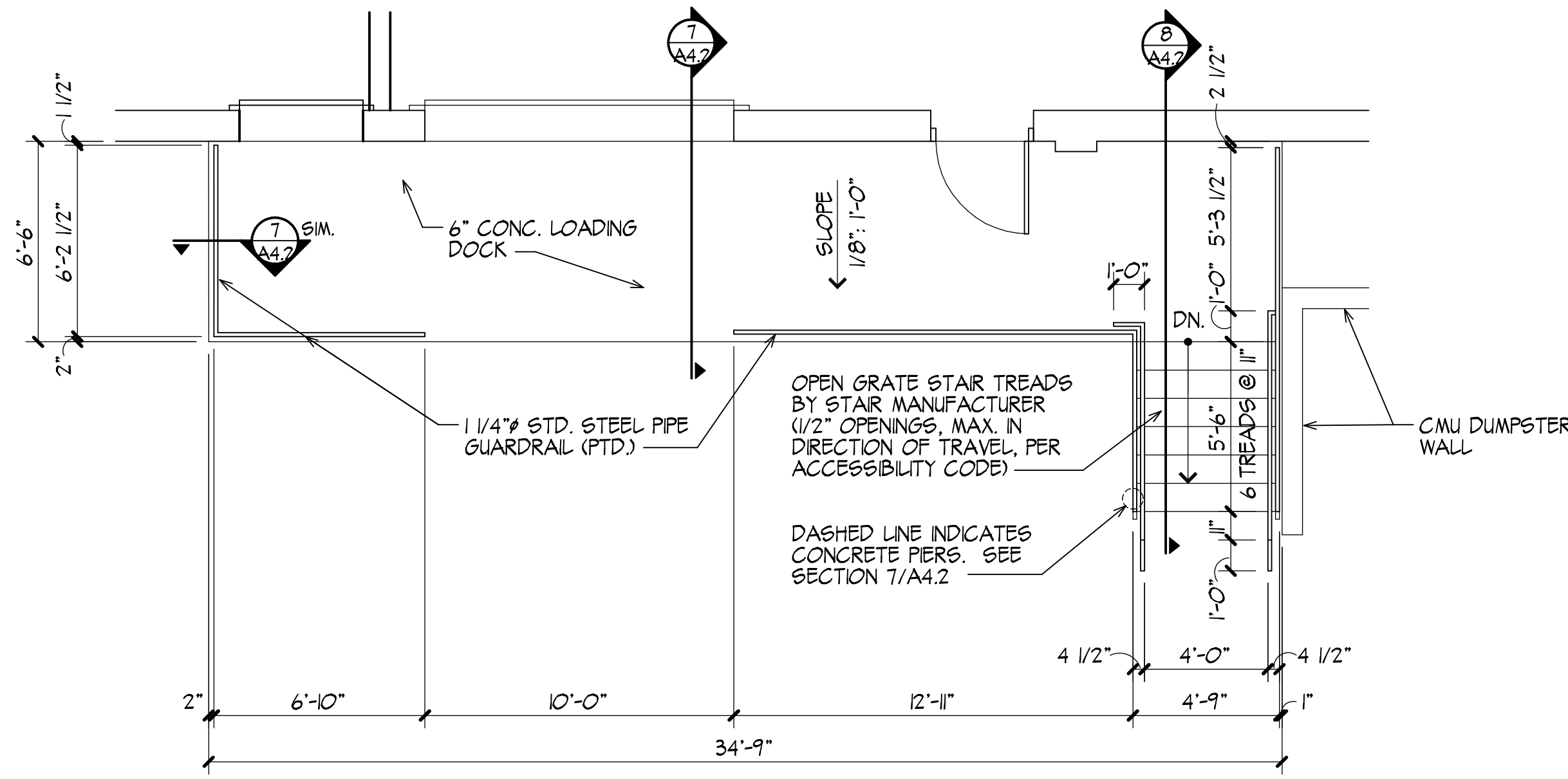
DESIGNED FOR PRELIMINARY FACADE BIDS
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PROJECT NO. 21210
 DRAWN BY: AP6
 DATABASE: 21210+5.DWG

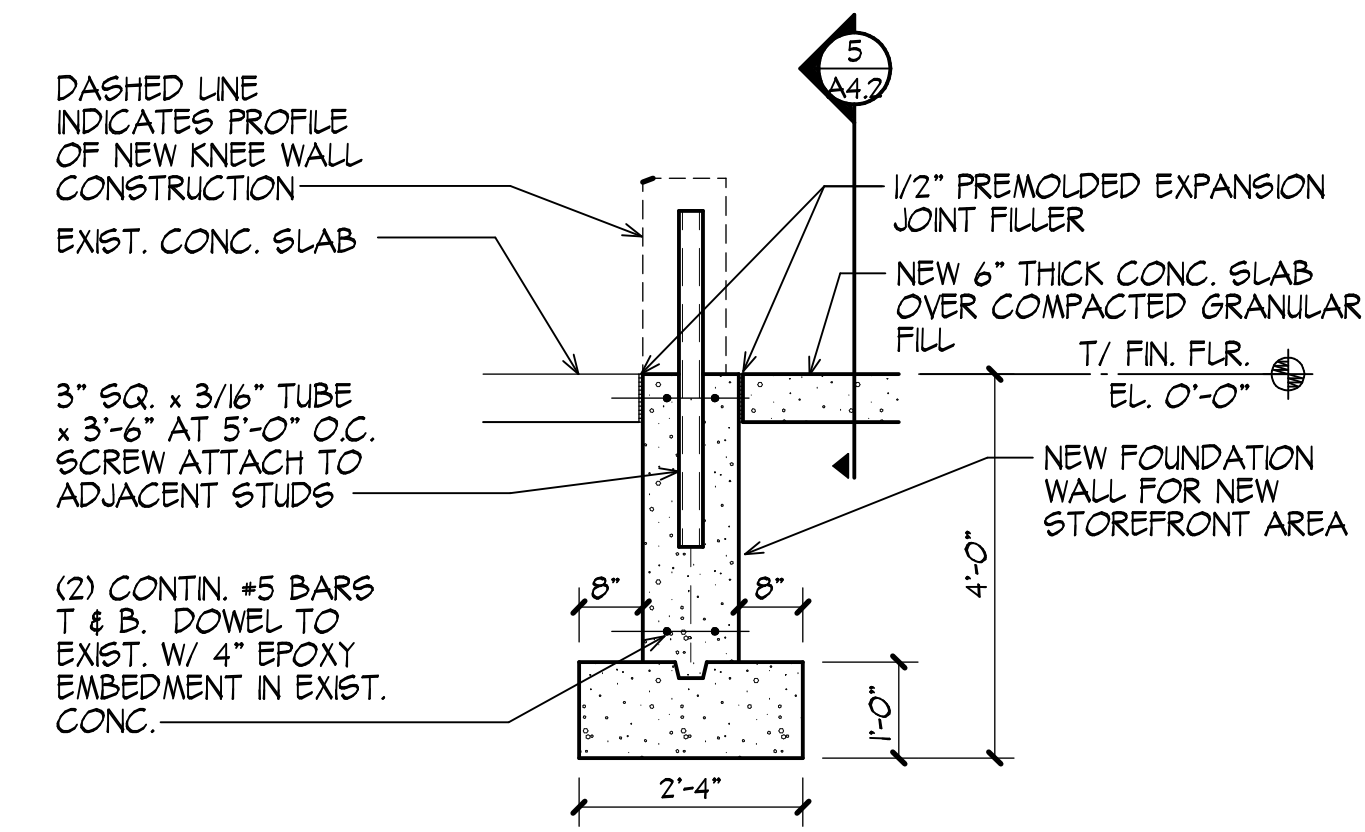
SHEET NO. **A3.2**
 11 OF 28 SHEETS



TRANSFORMER WALL SECTION
SCALE: 1/2" = 1'-0" (A4.2)



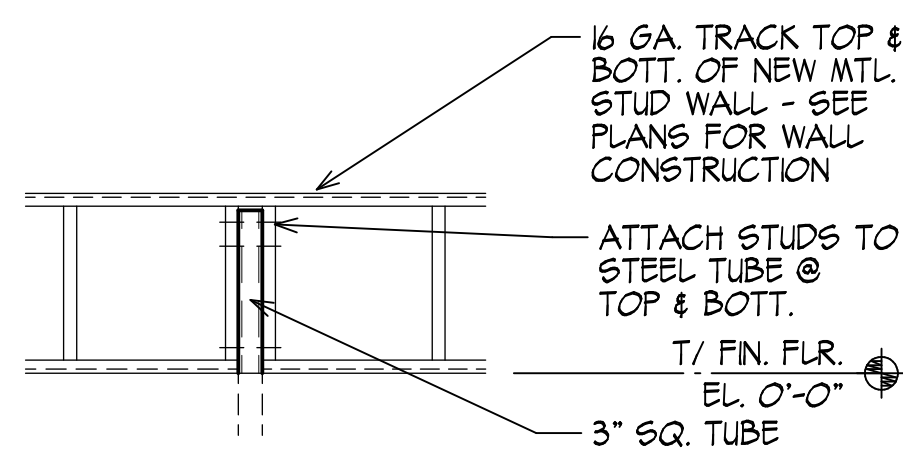
ENLARGED LOADING DOCK & STAIR PLAN
SCALE: 1/2" = 1'-0" (A4.2)



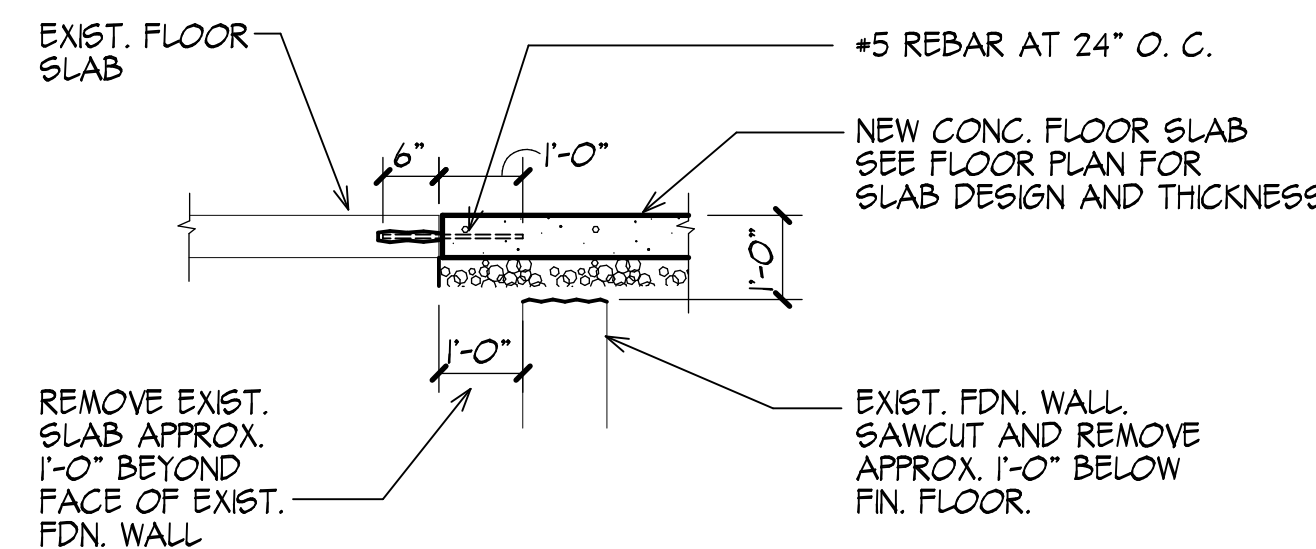
KNEE WALL FDN. DETAIL
SCALE: 1/2" = 1'-0" (A4.2)



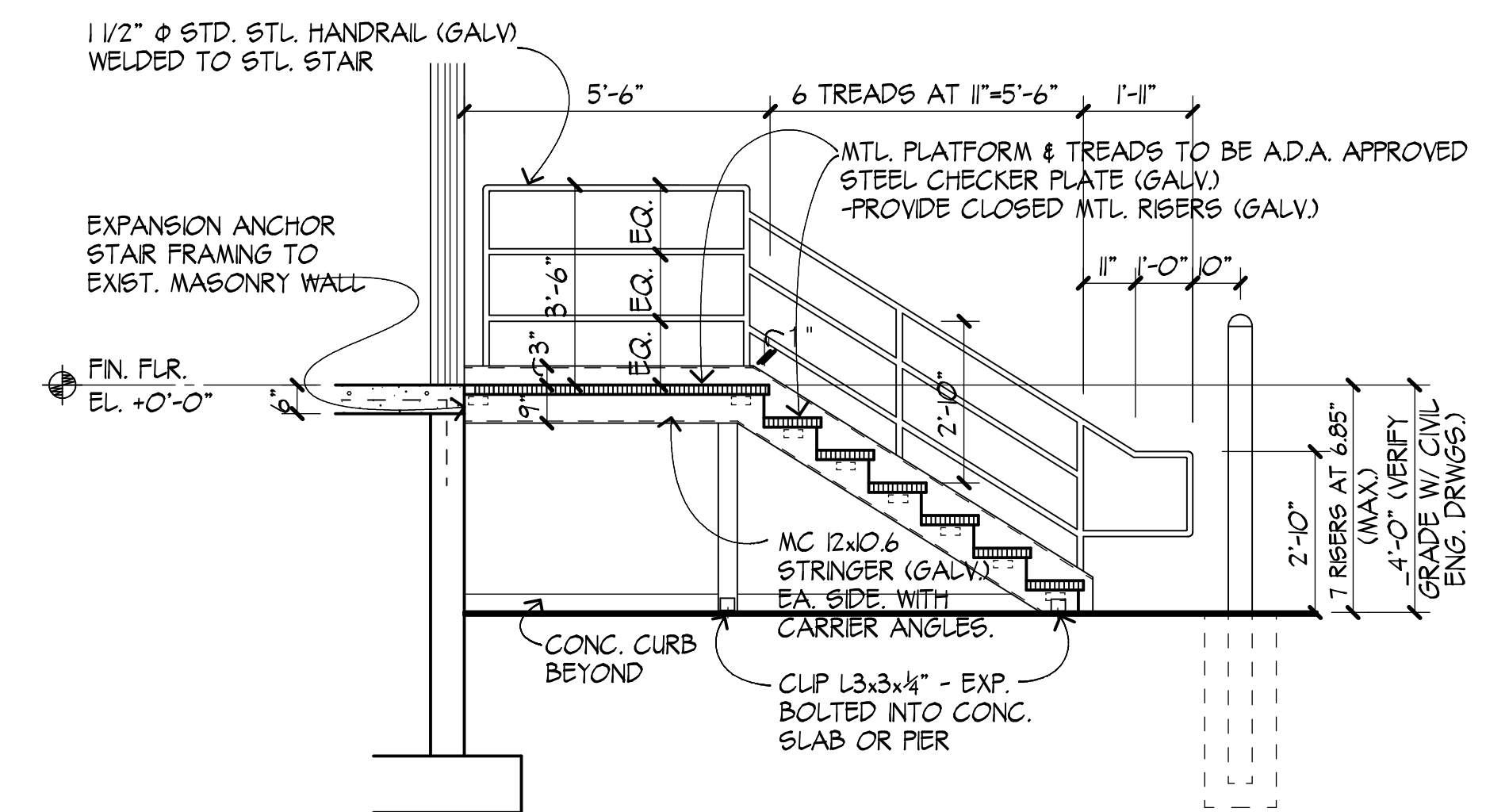
CONTROL JOINT
SCALE: NTS (A4.2)



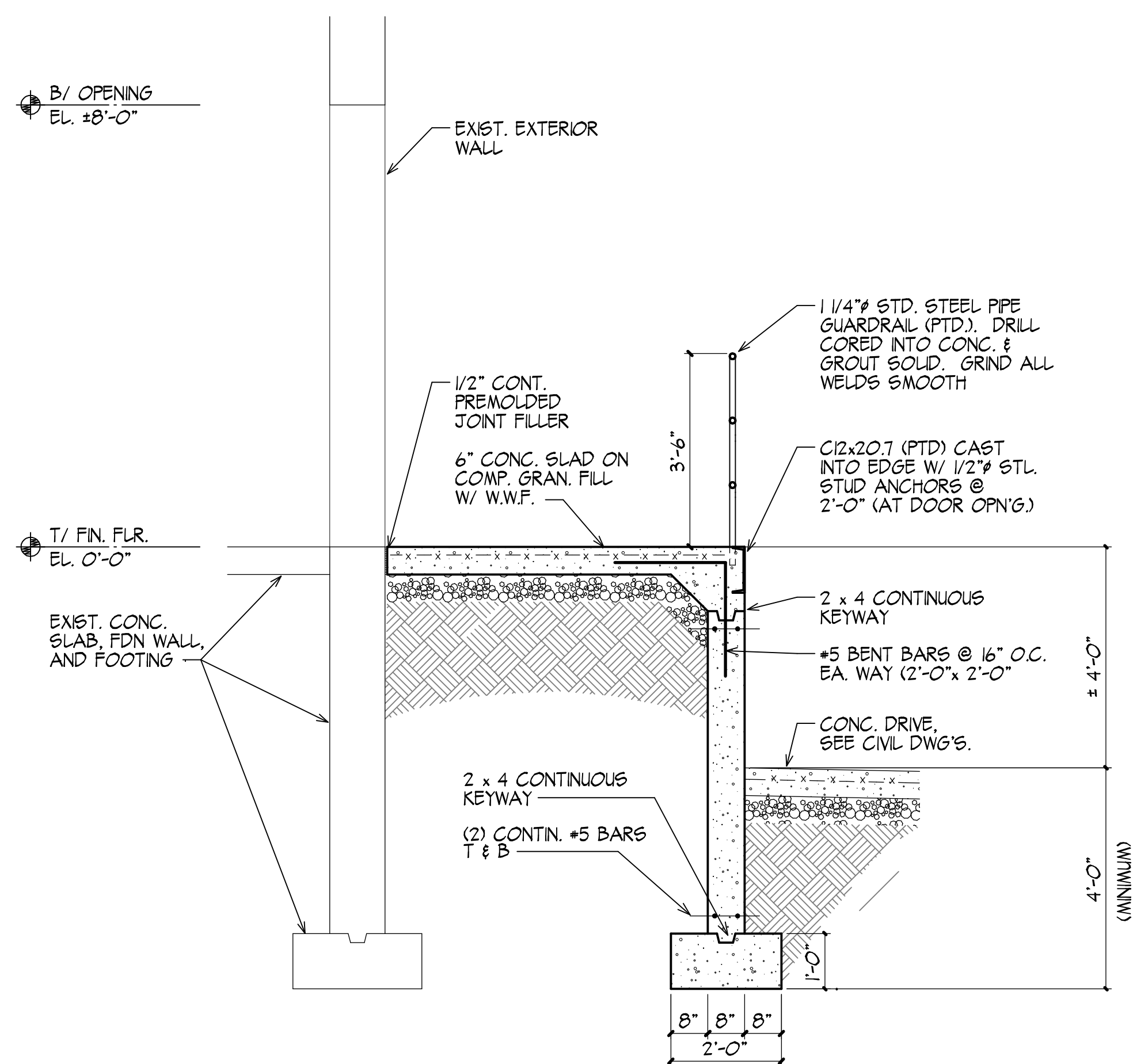
KNEE WALL ELEV
SCALE: 1/2" = 1'-0" (A4.2)



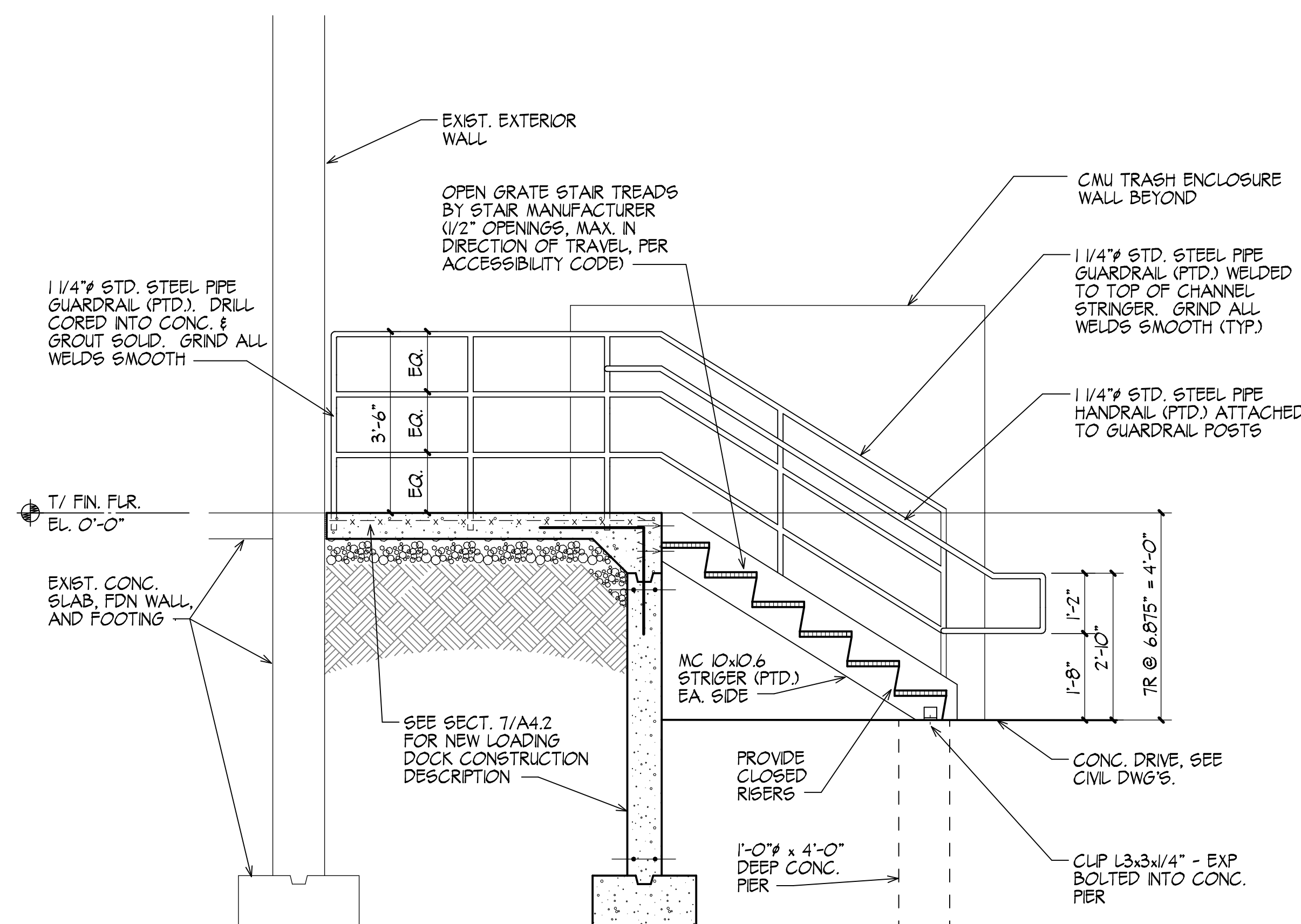
CONC. POUR JT.
SCALE: NTS (A4.2)



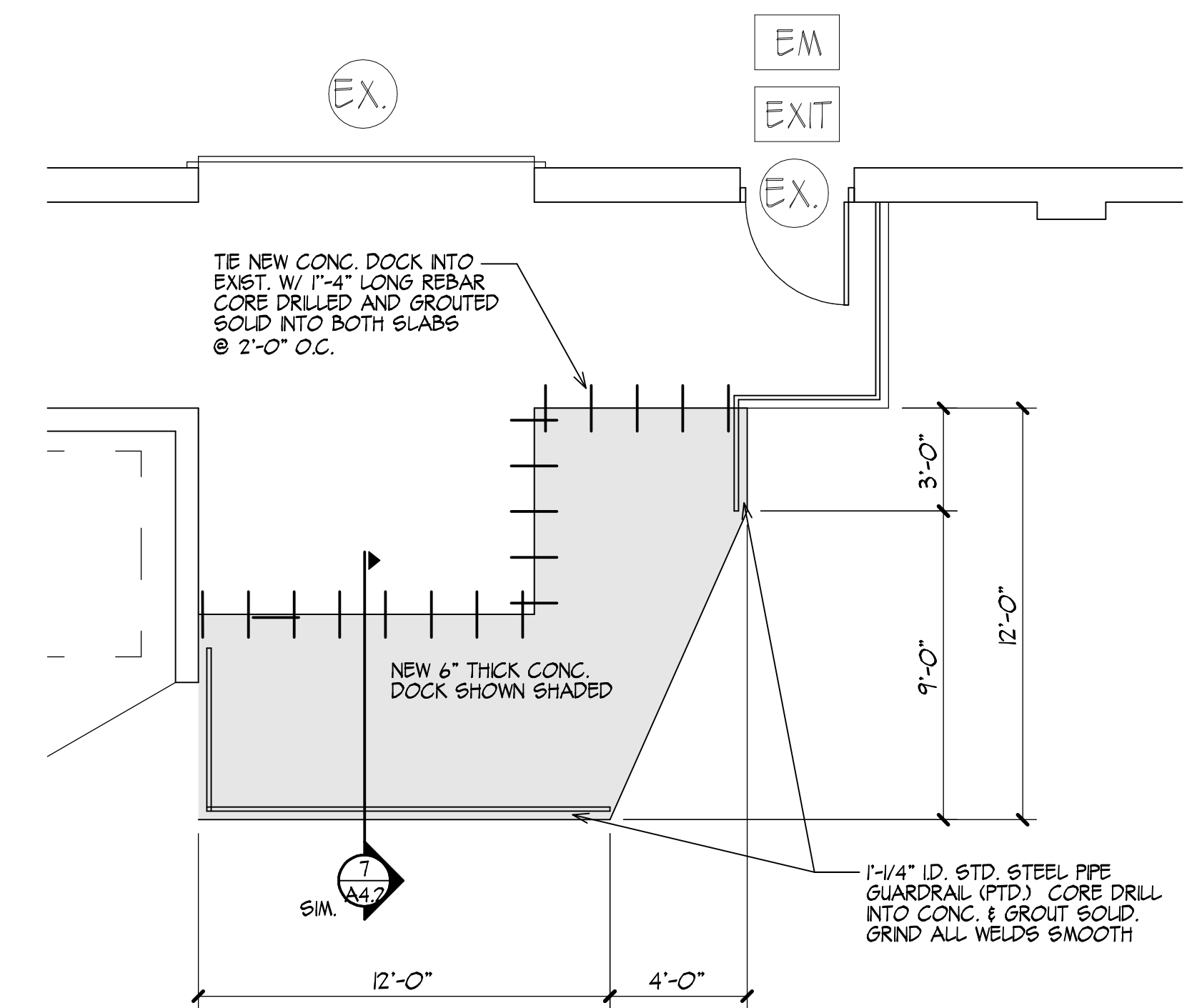
STEEL STAIR SECTION
SCALE: 3/8" = 1'-0" (A4.2)



LOADING DOCK SECTION
SCALE: 1/2" = 1'-0" (A4.2)



LOADING DOCK STAIR SECTION
SCALE: 1/2" = 1'-0" (A4.2)



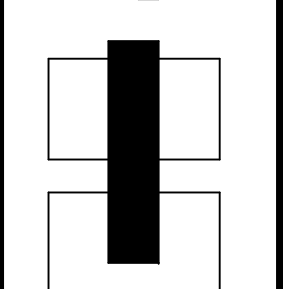
ENLARGED LOADING DOCK EXPANSION
SCALE: 1/2" = 1'-0" (A4.2)

GENERAL CONCRETE NOTES

- Concrete design and specifications shall conform to the following A.C.I. publications as minimum standards with applicable local codes:
 - A.C.I. 318 Building Code Requirements for Reinforced Concrete.
 - A.C.I. 301 Specifications for Structural Concrete For Building.
 - A.C.I. 302 Guide for Concrete Floor and Slab Construction
 - A.C.I. 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
 - A.C.I. 306 Recommended Practice for Cold Weather Concreting.
 - A.C.I. 305 Recommended Practice for Hot Weather Concreting.
 - A.C.I. 347 Recommended Practice for Concrete Formwork.
 - A.C.I. 315 Manual of Standard Practice for Detailing Reinforced Concrete.
- All concrete shall develop minimum compressive strength at 28 days as follows:
 - Foundation walls, piers, and footings . . . 3000 P.S.I.
 - Interior Floor Slabs 4000 P.S.I.
 - Exterior slabs 4000 P.S.I. (air entrained 6% maximum)
 All concrete shall be placed with a slump of 4" ±1" or less.
- Concrete reinforcing bars shall conform to ASTM A-615, Grade 60, as a minimum and deformation according to ASTM A-305.
- Floor slab welded wire fabric shall conform to ASTM A-185.
- Concrete foundation design is based on a soil bearing capacity of 3000 psi. All foundations are to be extended down to strata of this capacity, "Bottom of Footings" where called for on the plans are for frost protection only. Contractor shall retain the services of a soil engineer to verify the existence of minimum 3000 psi soil prior to placement of any concrete footings. All footings exposed to frost shall be a minimum of 3'-6" below finish grade.
- For location and size of openings, sleeves, inserts, etc., refer to architectural, mechanical, plumbing and electrical drawings.
- Contractor shall perform necessary procedures to ensure concrete will be protected from the effects of frost for the duration of construction.
- Conform to ASTM C31 and ASTM C39 for gathering, and testing concrete sampling per ACI requirements.
- Interior floor slab to incorporate the following requirements in the mix design (provided by concrete supplier):
 - A) f'c=4,000 psi at 28 days.
 - B) Combined aggregate grading:
 - Between 8% and 18% retained on all sieves UNLO.
 - Between 3% and 5% retained on #100 and 1 1/2" sieves.
 - C) 1 1/2" top-side coarse aggregate.
 - D) Use low Alumina Cements.
 - E) Minimum of 1 1/2 cu. ft. of coarse aggregate per cubic yard of concrete
 - F) Mid-range water reducer as required for workability (conform to ASTM C-494).
 - G) Fly ash is not acceptable.
 - H) Air content +1.5% ± (entrapped).
 - I) Submit separate hot weather mix design.
 - J) Initial (water) slump=2'-3" (3" to 4" if shake on hardener is used).
 - K) Final (with mid-range water reducer) slump=5'-6" (if laser screed is used).
- Owner to provide geotechnical report by qualified testing agency. Report to include bearing capacity of soil, foundation recommendations, frost depth and any other particulars related to foundation and slab placement, owner to forward (2) copies to Arch/Engineer for review.



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CONTACT: 2013 BY PATRICK C. HARRIS, ARCHITECT.



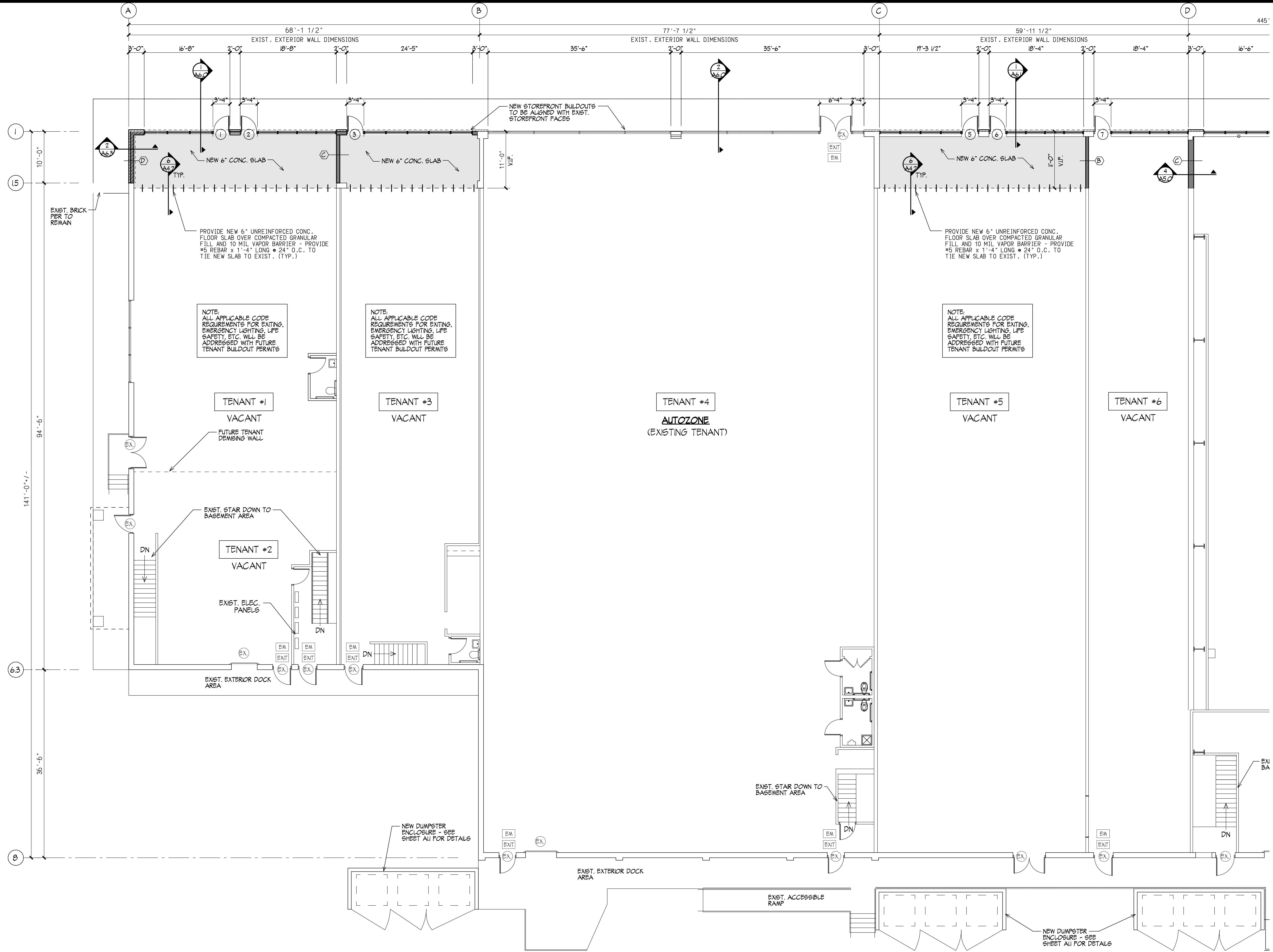
PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET

3-18-2018
4-10-2018
5-30-2018

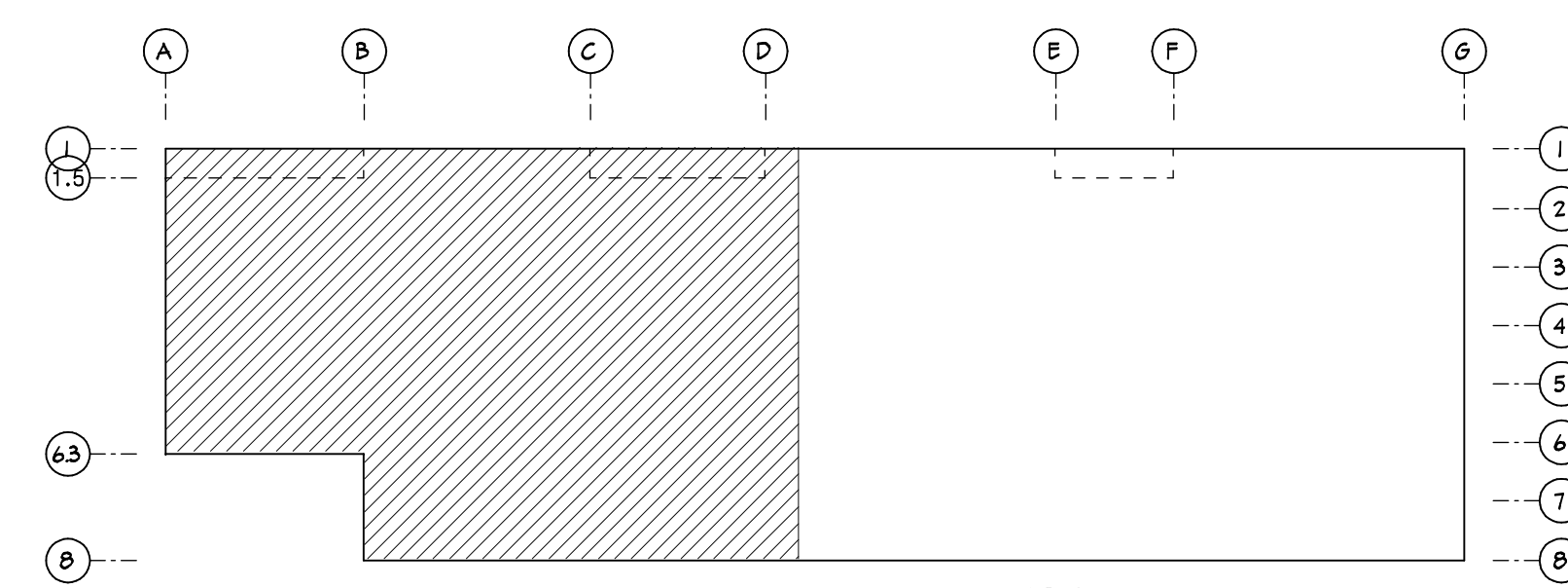
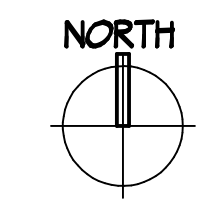
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DESIGNED FOR CITY REVIEW

PROJECT NO. 21210
DRAWN BY: APB
DATABASE: 21210+5.DB

SHEET NO. **A4.2**
16 OF 28 SHEETS



PARTIAL FLOOR PLAN - NORTH WEST
SCALE: 1/8" = 1'-0" A4.3



PARTITION TYPES

- Ⓐ EXISTING OPENING INFILL
MATCH EXISTING WALL CONSTRUCTION INCLUDING ALL FRAMING AND FINISH MATERIALS
 - F BLOCK WALL, PROVIDE DUR-O-WALL JOINT REINFORCING EVERY 2ND BLOCK COURSE & #5 3'-4" LONG VERT. DOWELS @ 32" O.C. & GROUT SOLID
 - F GYP. BD. WALL, PROVIDE 3-1/2" FIBERGLASS SOUND BATT INSULATION FULL HEIGHT OF INFILL
 - MATCH FINISH CONSTRUCTION ON BOTH SIDES OF WALL
 - BRACE TOP OF WALL INTO EXIST. CONSTRUCTION WHERE NECESSARY TO PROVIDE STABILITY TO INFILL
 - Ⓑ FULL HEIGHT GYP. BD. DEMING WALL
5/8" GYP. BD. EA. SIDE ON 6" (Ø 6A) MTL. STUDS AT 16" O.C.
 - STUDS & GYP. BD. UP TO UNDERSIDE OF EXIST. DECK
 - PROVIDE 3-1/2" FIBERGLASS SOUND BATT INSUL. BETWEEN STUDS UP FULL HEIGHT OF WALL
 - BRACE TOP OF WALL. SEE DTLS. 8 & 9/A5.0
 - Ⓒ FULL HEIGHT MASONRY DEMING WALL
8" CONC. BLOCK W/ DUR-O-WALL JOINT REINFORCING EVERY 2ND BLOCK COURSE
 - PROVIDE #5 BARS VERTICAL AT 32" O.C. CENTERED & GROUTED SOLID IN CORERS FULL HEIGHT OF WALL
 - WALL TO GO FROM FLOOR TO UNDERSIDE OF EXIST. ROOF DECK ABOVE.
 - PROVIDE #5 X 3'-4" LONG VERT. DOWELS @ 32" O.C. INTO THICKENED SLAB & GROUT SOLID - SEE DETL. 4/A5.0
 - MATCH FINISH FROM EXIST. WALL BEING EXTENDED
 - BRACE TOP OF WALL. SEE DTLS. 10 & 11/A5.0
 - PROVIDE THICKENED SLAB BENEATH WALL SEE DETAIL 4/A5.0
 - Ⓓ EXTERIOR MASONRY WALL BUILDOUT
4" UTILITY SIZE FACE BRICK W/ 6" (Ø 6A) MTL. STUD WALL FRAMING @ 16" O.C.
 - PROVIDE WEEP HOLES @ 24" O.C. AT BASE OF MASONRY WALL
 - PROVIDE EXTERIOR GRADE SHEATHING, TYVEK BUILDING WRAP AND RIGID INSULATION FOR EXTERIOR WEATHER PROTECTION
 - PROVIDE FOIL-FACED BATT INSULATION @ INTERIOR OF EXTERIOR WALL BUILDOUT - FINISH WITH GYP. BD., PRIMED AND PAINTED FOR INTERIOR FINISH
- 4" MODULAR SIZE FACE BRICK W/ MASONRY TIES @ 16" O.C. Laterally and every fourth course vertically.
- BRICK TO BE ENDICOTT BRAND, VELOUR TEXTURE AND "DARK SANDSTONE" COLOR.

GENERAL PARTITION NOTES

- 1) BRACE ALL WALLS AND SOFFIT FRAMING TO STRUCTURE ABOVE OR ADJOINING/ADJACENT WALLS AS REQUIRED FOR RIGIDITY.
- 2) WALLS SHOWN SHADED ON PLAN TO RECEIVE 3" SOUND ATTENUATION BATTS - FULL HEIGHT OR AS NOTED IN THE PARTITION TYPE SCHEDULE.
- 3) PROVIDE CONCEALED FIRE RETARDANT PLYWOOD OR WOOD BLOCKING AS REQUIRED TO MOUNT HANDRAILS, MILLWORK CABINETS, WINDOWS AND DOOR FRAMES, ETC. GENERAL CONTRACTOR TO COORDINATE LOCATION, SIZE AND CONFIGURATION OF ALL CONCEALED BLOCKING.
- 4) GENERAL CONTRACTOR TO COORDINATE AND VERIFY DIMENSIONS AND LOCATIONS OF FIRE HOSE CABINETS WITH FIRE PROTECTION CONTRACTOR AND LOCAL FIRE DEPARTMENT.
- 5) STANDARD METAL STUDS TO BE 25 GAUGE UNLESS NOTED IN PARTITION TYPE SCHEDULE. SEE INDIVIDUAL PARTITION TYPES FOR OTHER STUD GAUGES-TYPICAL.
- 6) PROVIDE METAL HINGED ACCESS PANELS IN GYP. BD. FRAMING AT ALL DOWNSPOUT CLEAN-OUTS CONCEALED WITHIN WALLS. METAL ACCESS PANEL TO BE PAINTED TO MATCH ADJACENT GYP. BOARD.
- 7) PROVIDE GYP. BOARD CONTROL JOINTS AT 30'-0" O.C. MAXIMUM. LOCATE AT EDGES OF DOOR FRAMING WHERE APPLICABLE (AND AS NOTED ON PLANS)
- 8) PROVIDE GYP. BOARD CONTROL JOINTS AT 30'-0" O.C. MAXIMUM AT PERIMETER FURRED WALLS. ALIGN CONTROL JOINT WITH A WINDOW JAMB IF APPLICABLE (AND AS NOTED ON PLANS)
- 9) LOCATE BOTTOM OF ALL GYP. BOARD PANELS 5/8" ABOVE THE FINISHED FLOOR ELEVATION.

FLOOR PLAN LEGEND

- EW EXIST. EMERGENCY LIGHTS
- EXT EXIST. EMERGENCY EXIT SIGNS
- EW- NEW EMERGENCY EXIT LIGHTS
- EW- NEW EMERGENCY EXIT SIGNS
- EW- NEW EMERGENCY LIGHT/EXIT COMBO SIGN
- KB FIRE DEPARTMENT KNOX BOX LOCATION

Keller
Planners, Architects, Builders

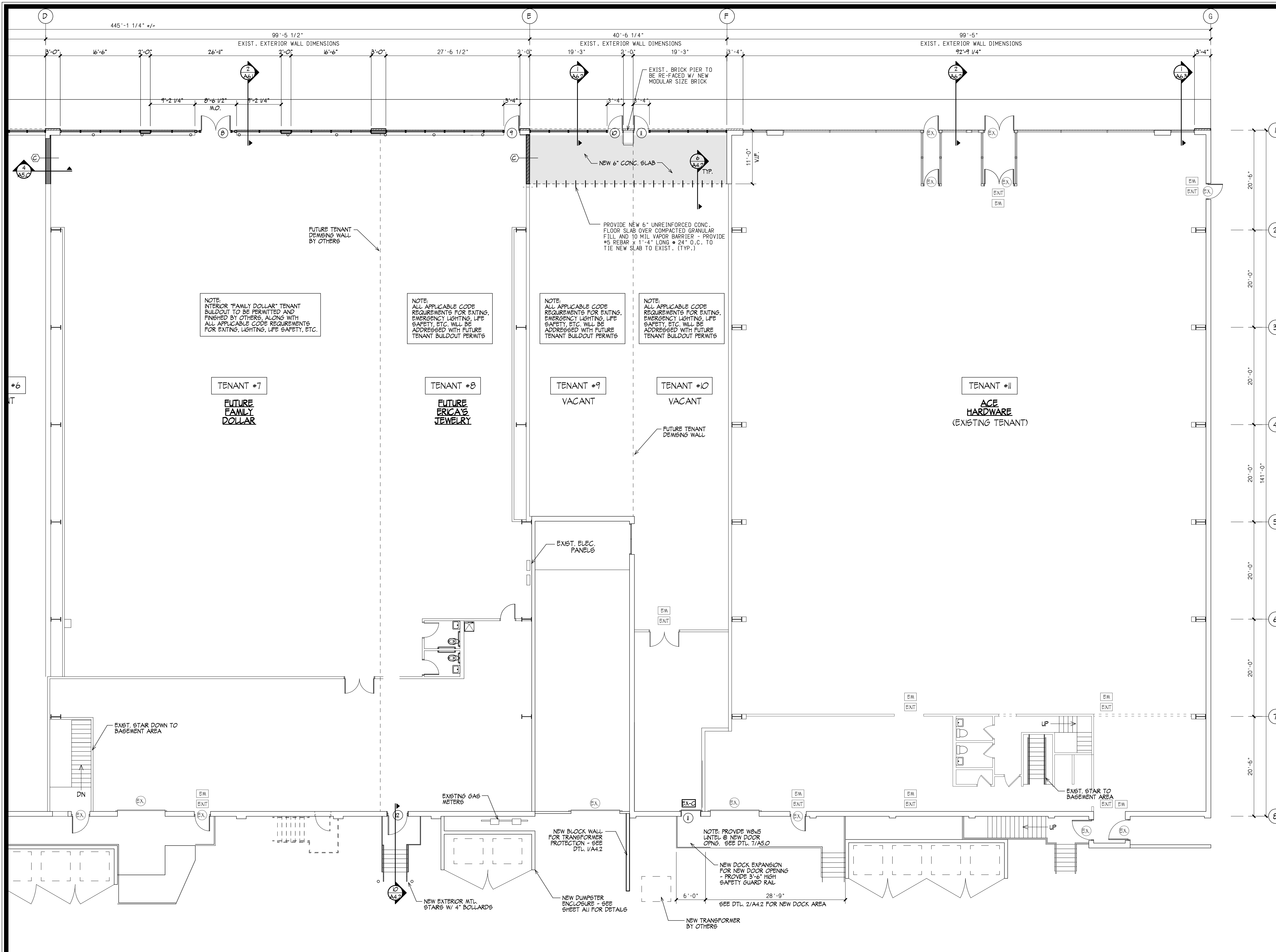
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HARRIS ARCHITECTS INC.
400 N. PRAIRIE AVENUE, SUITE 200, CHICAGO, IL 60610
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PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET

3-15-2018 PRELIMINARY FACADE BIDS
4-10-2018 PRELIMINARY FACADE BIDS
5-01-2018 REQUIRED FOR CITY REVIEW

PROJECT NO. 21210
DRAWN BY: AP6
DATABASE: 21210-5.DB

SHEET NO. **A4.3**
17 OF 28 SHEETS



PARTITION TYPES

- Ⓐ EXISTING OPENING INFILL
MATCH EXISTING WALL CONSTRUCTION INCLUDING ALL FRAMING AND FINISH MATERIALS
 - F BLOCK WALL, PROVIDE DUR-O-WALL JOINT REINFORCING EVERY 2ND BLOCK COURSE & #5 3'-4" LONG VERT. DOWELS @ 32" O.C. & GROUT SOLID
 - F GYP. BD. WALL, PROVIDE 3-1/2" FIBERGLASS SOUND BATT INSULATION FULL HEIGHT OF INFILL
 - MATCH FINISH CONSTRUCTION ON BOTH SIDES OF WALL
 - BRACE TOP OF WALL INTO EXIST. CONSTRUCTION WHERE NECESSARY TO PROVIDE STABILITY TO INFILL
- Ⓑ FULL HEIGHT GYP. BD. DEMISING WALL
5/8" GYP. BD. EA. SIDE ON 6" (18 GA) MTL. STUDS AT 16" O.C.
 - STUDS & GYP. BD. UP TO UNDERSIDE OF EXIST. DECK
 - PROVIDE 3-1/2" FIBERGLASS SOUND BATT INSUL. BETWEEN STUDS UP FULL HEIGHT OF WALL
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 - MATCH FINISH FROM EXIST. WALL BEING EXTENDED
 - BRACE TOP OF WALL. SEE DTLS. 10 & 11/A5.0
 - PROVIDE THICKENED SLAB BENEATH WALL SEE DETAIL 4/A5.0
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 - PROVIDE EXTERIOR GRADE SHEATHING, TYVEK BUILDING WRAP AND RIGID INSULATION FOR EXTERIOR WEATHER PROTECTION
 - PROVIDE FOIL-FACED BATT INSULATION @ INTERIOR OF EXTERIOR WALL BUILDOUT - FINISH WITH GYP. BD, PRIMED AND PAINTED FOR INTERIOR FINISH

GENERAL PARTITION NOTES

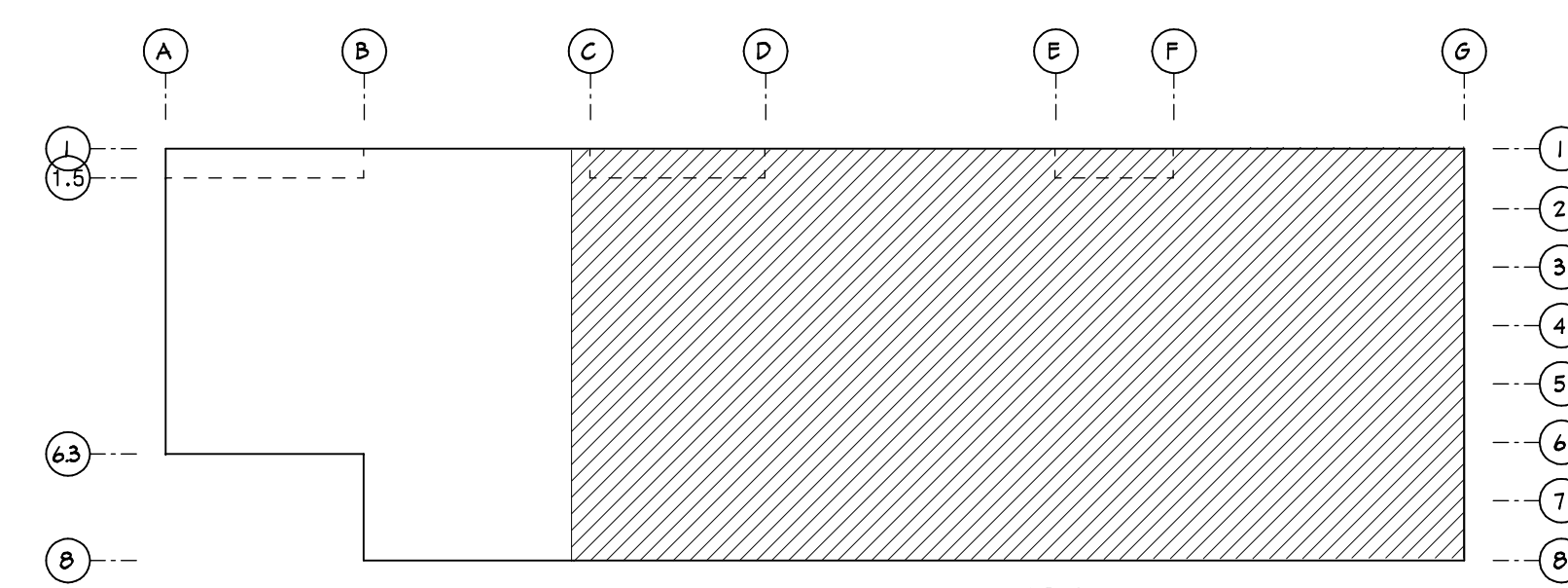
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- 9) LOCATE BOTTOM OF ALL GYP. BOARD PANELS 5/8" ABOVE THE FINISHED FLOOR ELEVATION.

FLOOR PLAN LEGEND

- EW EXIST. EMERGENCY LIGHTS
- EXT EXIST. EMERGENCY EXIT SIGNS
- EW-N NEW EMERGENCY EXIT LIGHTS
- EW-E NEW EMERGENCY EXIT SIGNS
- EW-C NEW EMERGENCY LIGHT/EXIT COMBO SIGN
- KB FIRE DEPARTMENT KNOX BOX LOCATION

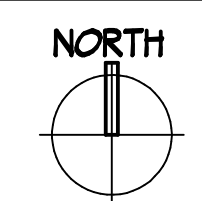
PARTIAL FLOOR PLAN - NORTH EAST

SCALE: 1/8" = 1'-0" A4.4



CENTER 50 KEYPLAN

SCALE: N.T.S.



NOTE: INTERIOR 'FAMILY DOLLAR' TENANT BUILDOUT TO BE PERMITTED AND FINISHED BY OTHERS, ALONG WITH ALL APPLICABLE CODE REQUIREMENTS FOR EXTING, LIGHTING, LIFE SAFETY, ETC.

NOTE: ALL APPLICABLE CODE REQUIREMENTS FOR EXTING, EMERGENCY LIGHTING, LIFE SAFETY, ETC. WILL BE ADDRESSED WITH FUTURE TENANT BUILDOUT PERMITS.

NOTE: ALL APPLICABLE CODE REQUIREMENTS FOR EXTING, EMERGENCY LIGHTING, LIFE SAFETY, ETC. WILL BE ADDRESSED WITH FUTURE TENANT BUILDOUT PERMITS.

NOTE: ALL APPLICABLE CODE REQUIREMENTS FOR EXTING, EMERGENCY LIGHTING, LIFE SAFETY, ETC. WILL BE ADDRESSED WITH FUTURE TENANT BUILDOUT PERMITS.

PROVIDE NEW 6" UNREINFORCED CONC. FLOOR SLAB OVER COMPACTED GRANULAR FILL AND TO MIL VAPOR BARRIER - PROVIDE #5 REBAR x 1'-4" LONG @ 24" O.C. TO TIE NEW SLAB TO EXIST. (TYP.)

EXIST. BRICK PIER TO BE RE-FACED W/ NEW MODULAR SIZE BRICK

TENANT #7
FUTURE FAMILY DOLLAR

TENANT #8
FUTURE ERICA'S JEWELRY

TENANT #9
VACANT

TENANT #10
VACANT

TENANT #11
ACE HARDWARE
(EXISTING TENANT)

EXIST. STAR DOWN TO BASEMENT AREA

EXISTING GAS METERS

NEW BLOCK WALL FOR TRANSFORMER PROTECTION - SEE DTL. 1/A4.2

NOTE: PROVIDE W/6'S INTEL @ NEW DOOR OPNG. SEE DTL. 1/A5.0

NEW DOCK EXPANSION FOR NEW DOOR OPENING - PROVIDE 3'-6" HIGH SAFETY GUARD RAIL

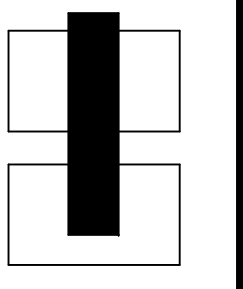
NEW EXTERIOR MTL. STARS W/ 4" BOLLARDS

NEW DUMPSTER ENCLOSURE - SEE SHEET A4 FOR DETAILS

NEW TRANSFORMER BY OTHERS



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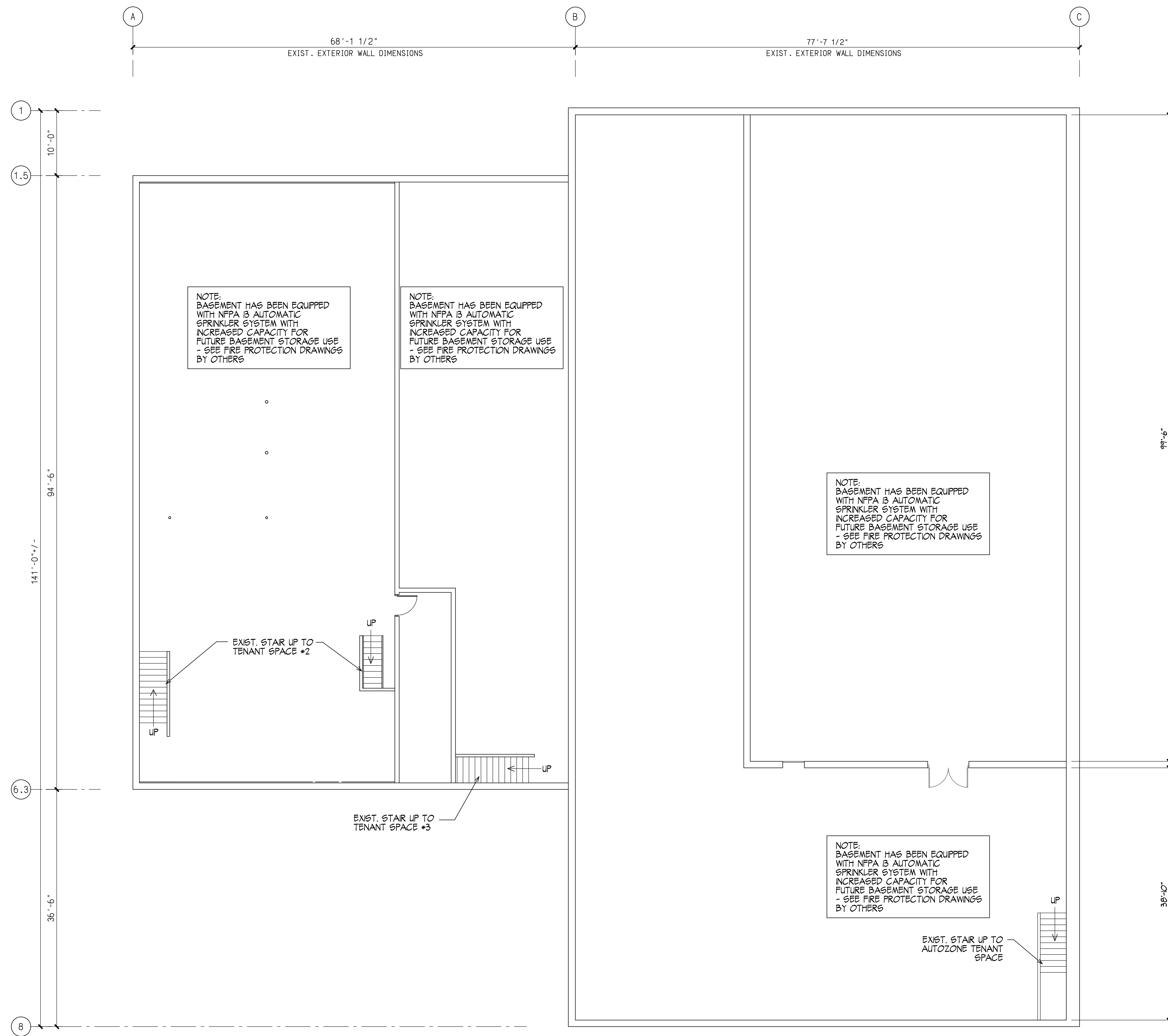
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CENTER 50
4623 75TH STREET
PLEASANT PRAIRIE, IL.

3-18-2018
4-10-2018
5-30-2018

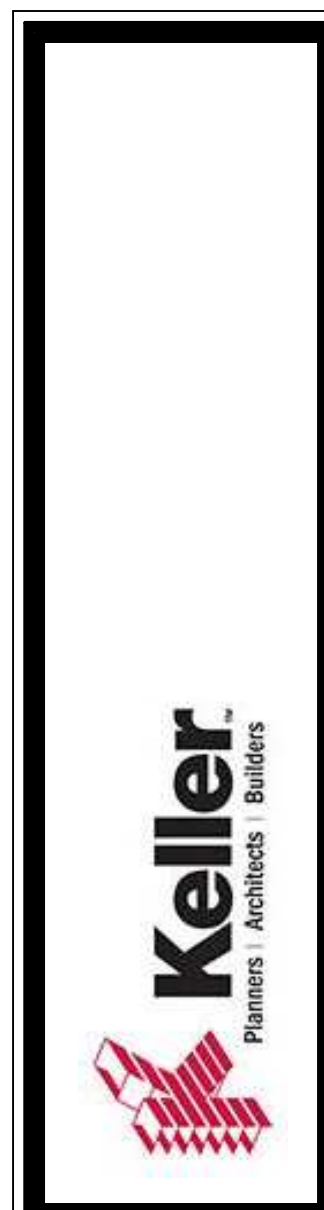
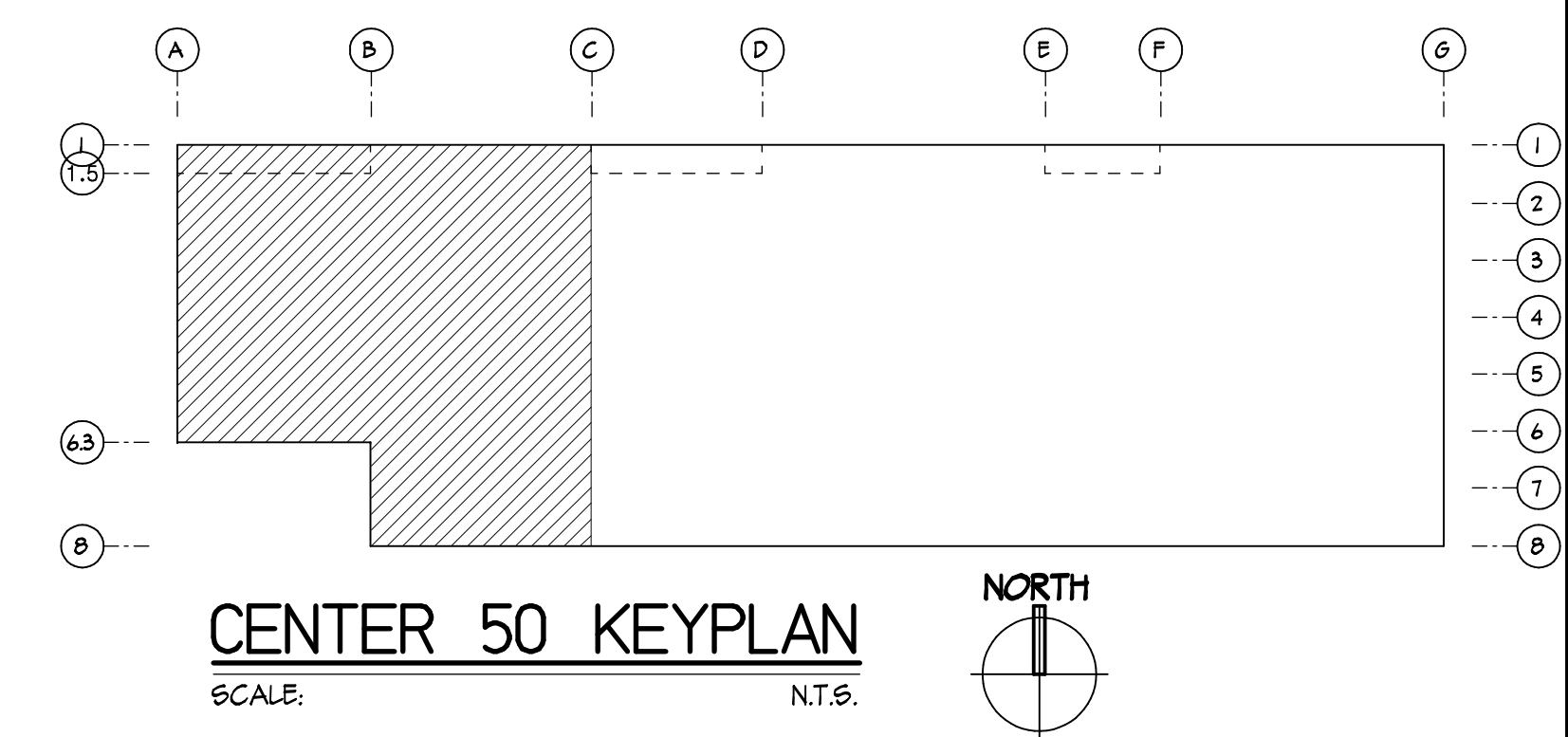
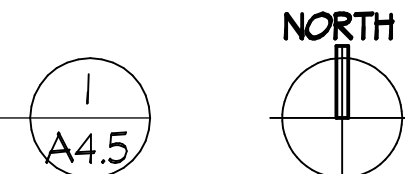
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DESIGNED FOR CITY REVIEW

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DRAWN BY: AP6
DATABASE: 212120-5.DWG

SHEET NO. A4.4
18 OF 28 SHEETS



PARTIAL BASEMENT PLAN - WEST
SCALE: 1/8" = 1'-0"



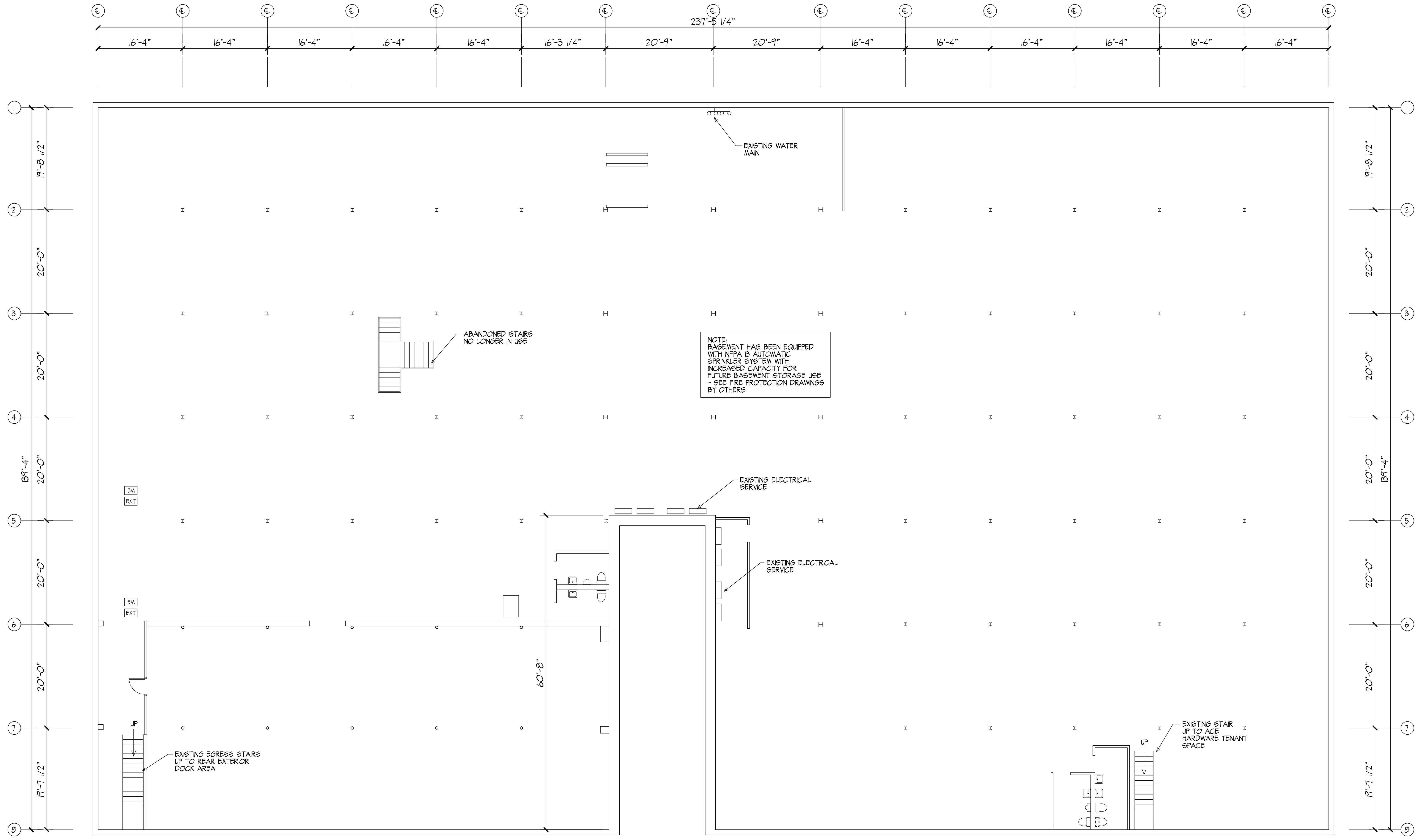
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400 N. PARKWAY, SUITE 1000, DALLAS, TEXAS 75244
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PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET
PLEASANT PRAIRIE, WI.

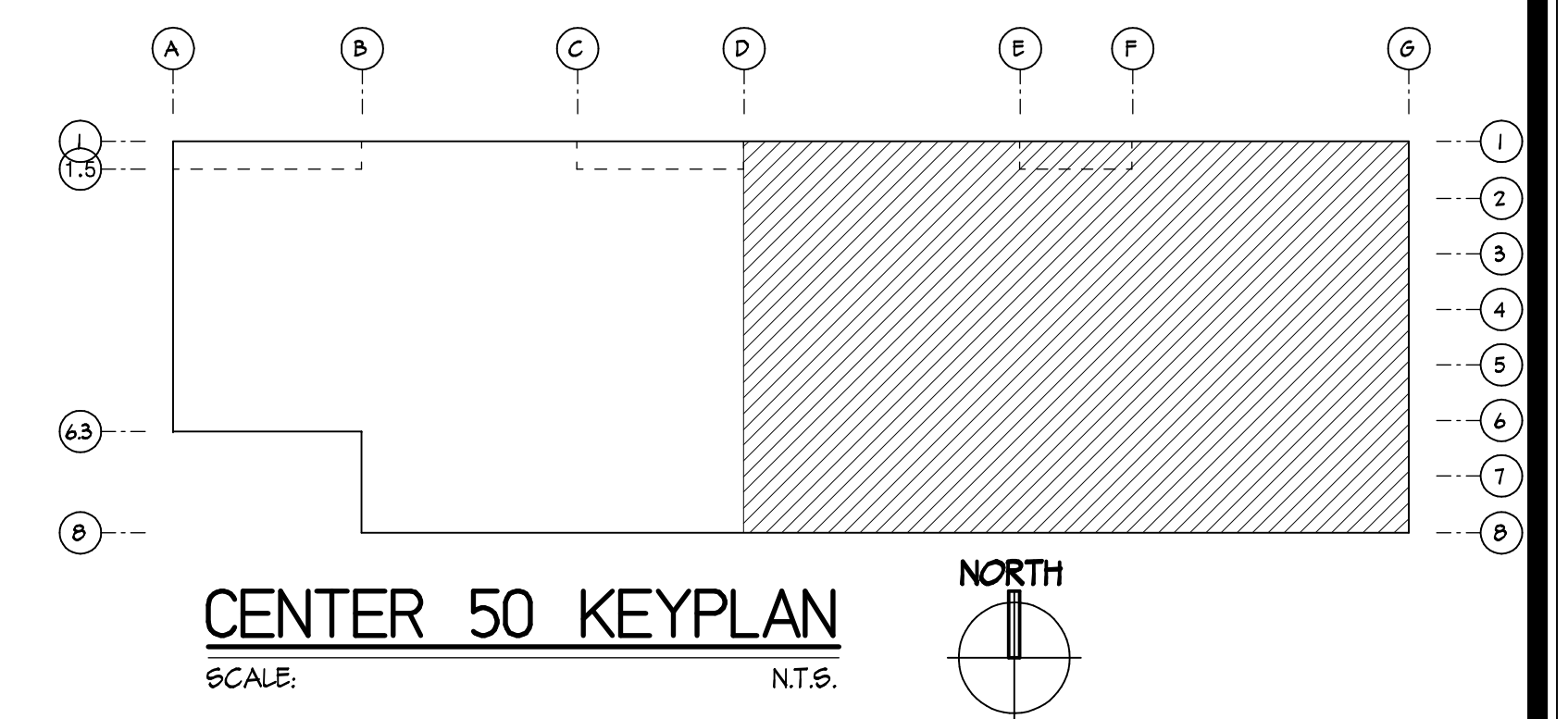
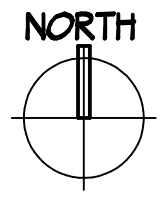
3-15-2013
4-10-2013
5-00-2013
REVIEW FOR PRELIMINARY FACADE BIDS
REVIEW FOR CITY REVIEW

PROJECT NO.
21210
DRAWN BY:
AP6
DATABASE:
21210-5.DWG

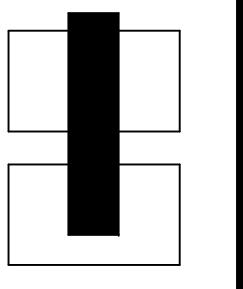
SHEET NO.
A4.5
OF 28 SHEETS



PARTIAL BASEMENT PLAN - EAST
 SCALE: 1/8" = 1'-0" A4.6



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PROPOSED IMPROVEMENTS FOR:
CENTER 50
 4623 75TH STREET
 PLEASANT PRAIRIE, WI.

3-18-2018
 4-15-2018
 5-00-2018

DESIGNED FOR PRELIMINARY FACADE BIDS
 PREPARED FOR PRELIMINARY FACADE BIDS
 PREPARED FOR CITY REVIEW

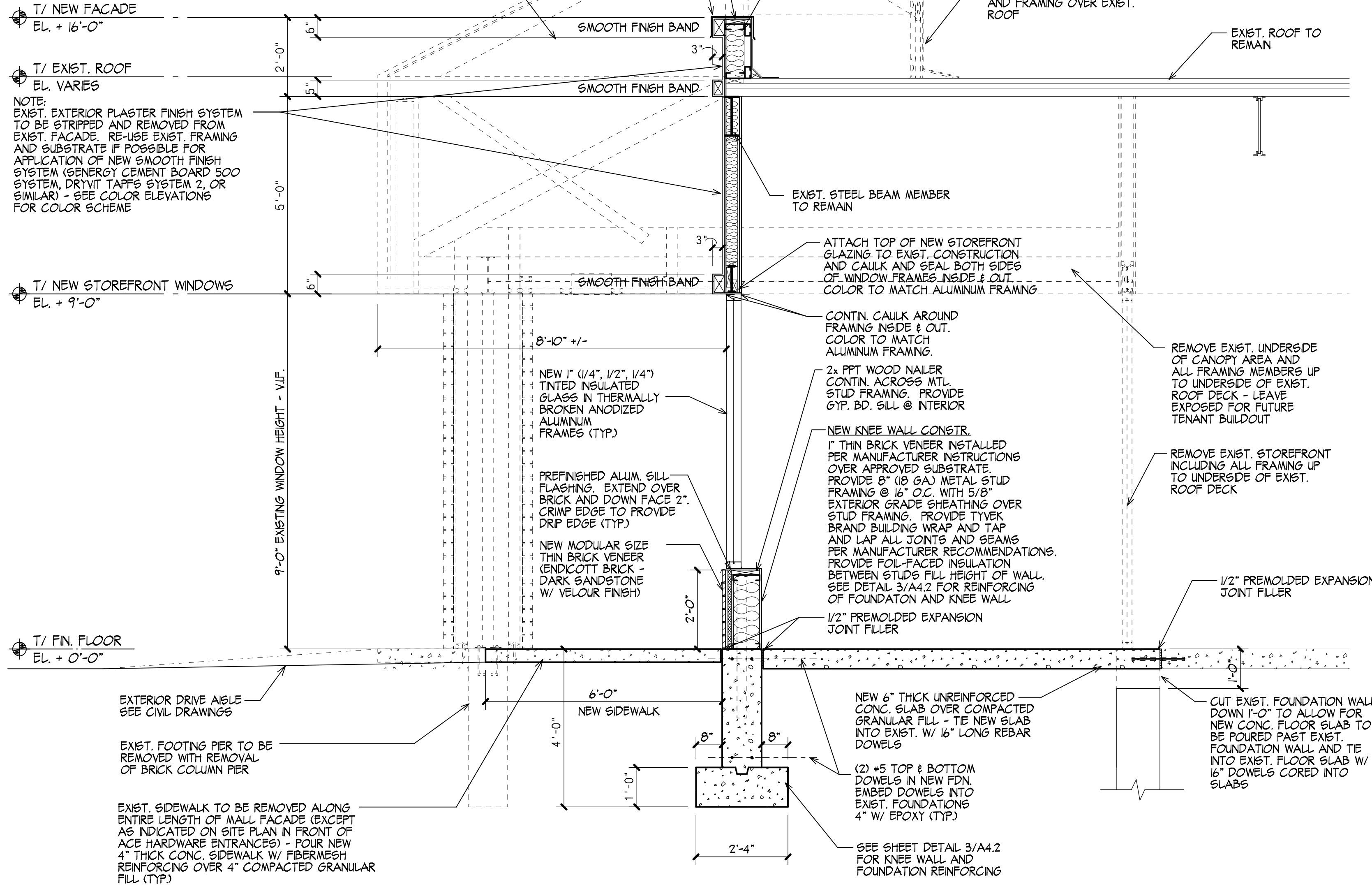
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 212120
 DRAWN BY:
 AP6
 DATABASE:
 212120+5.DWG

SHEET NO.
A4.6
 20 OF 28 SHEETS

CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLUMN (FLAME CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN)
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLUMNS AND ASSOCIATED COMPONENTS (STEEL COLUMNS, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNSPOUTS, ETC.)

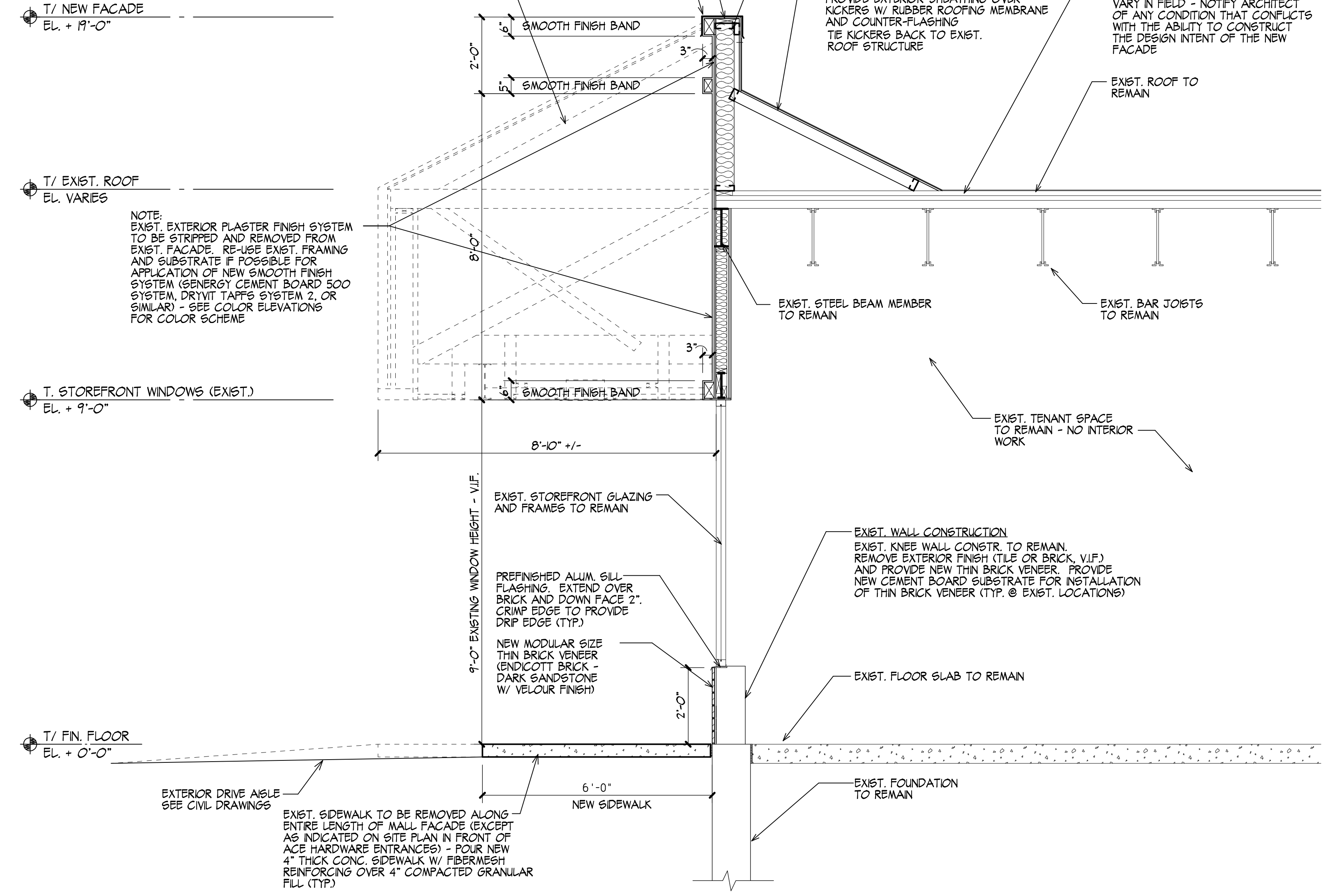


WALL SECTION - TENANT SPACE 1
SCALE: 1/2" = 1'-0" (A6.0)

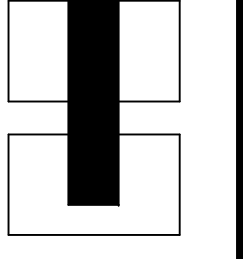
CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLUMN (FLAME CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN)
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLUMNS AND ASSOCIATED COMPONENTS (STEEL COLUMNS, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNSPOUTS, ETC.)



WALL SECTION - AUTOZONE
SCALE: 1/2" = 1'-0" (A6.0)



CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLLING FLANGE CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN
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- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLLING AND ASSOCIATED COMPONENTS (STEEL COLLING, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNSPOUTS, ETC.)

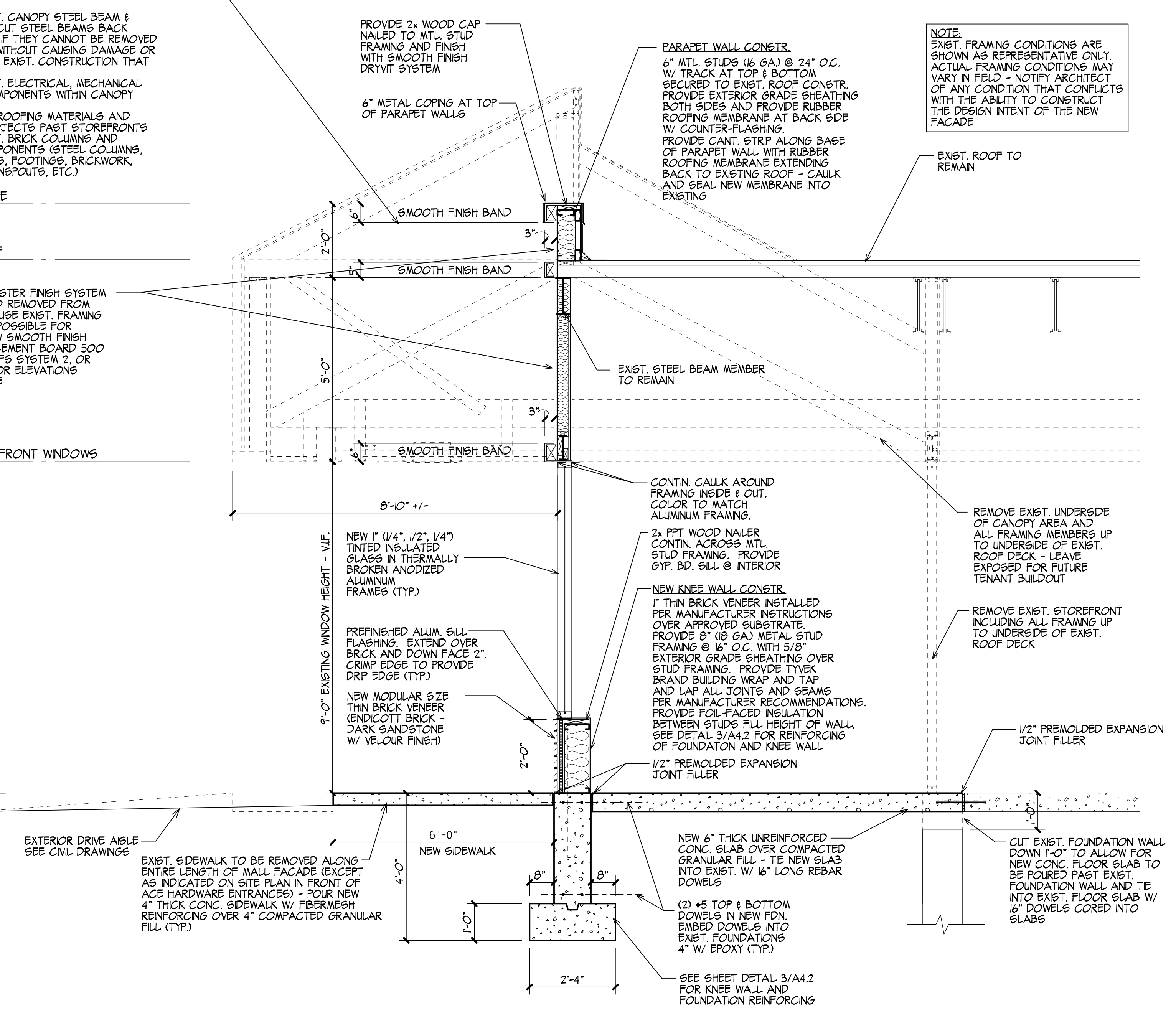
T/ NEW FACADE
EL. + 16'-0"

T/ EXIST. ROOF
EL. VARIES

NOTE:
EXIST. EXTERIOR PLASTER FINISH SYSTEM TO BE STRIPPED AND REMOVED FROM EXIST. FACADE. RE-USE EXIST. FRAMING AND SUBSTRATE IF POSSIBLE FOR APPLICATION OF NEW SMOOTH FINISH SYSTEM (GENERAL CEMENT BOARD 500 SYSTEM, DRYVIT TAPPS SYSTEM 2, OR SIMILAR) - SEE COLOR ELEVATIONS FOR COLOR SCHEME

T/ NEW STOREFRONT WINDOWS
EL. + 9'-0"

T/ FIN. FLOOR
EL. + 0'-0"



WALL SECTION - TENANT SPACE 5
SCALE: 1/2" = 1'-0" A6.1

CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

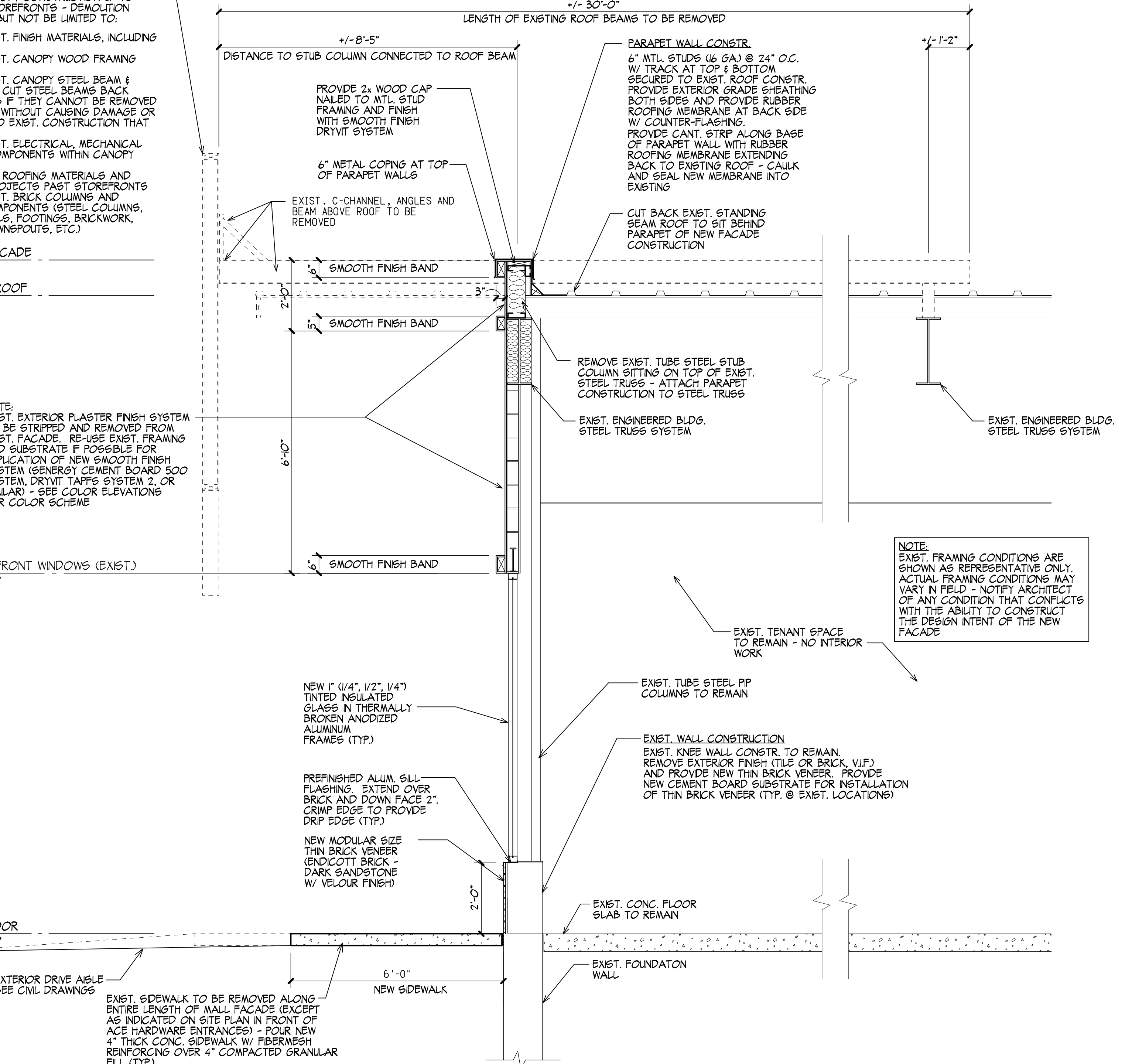
- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLLING FLANGE CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLLING AND ASSOCIATED COMPONENTS (STEEL COLLING, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNSPOUTS, ETC.)

T/ NEW FACADE
EL. + 19'-0"

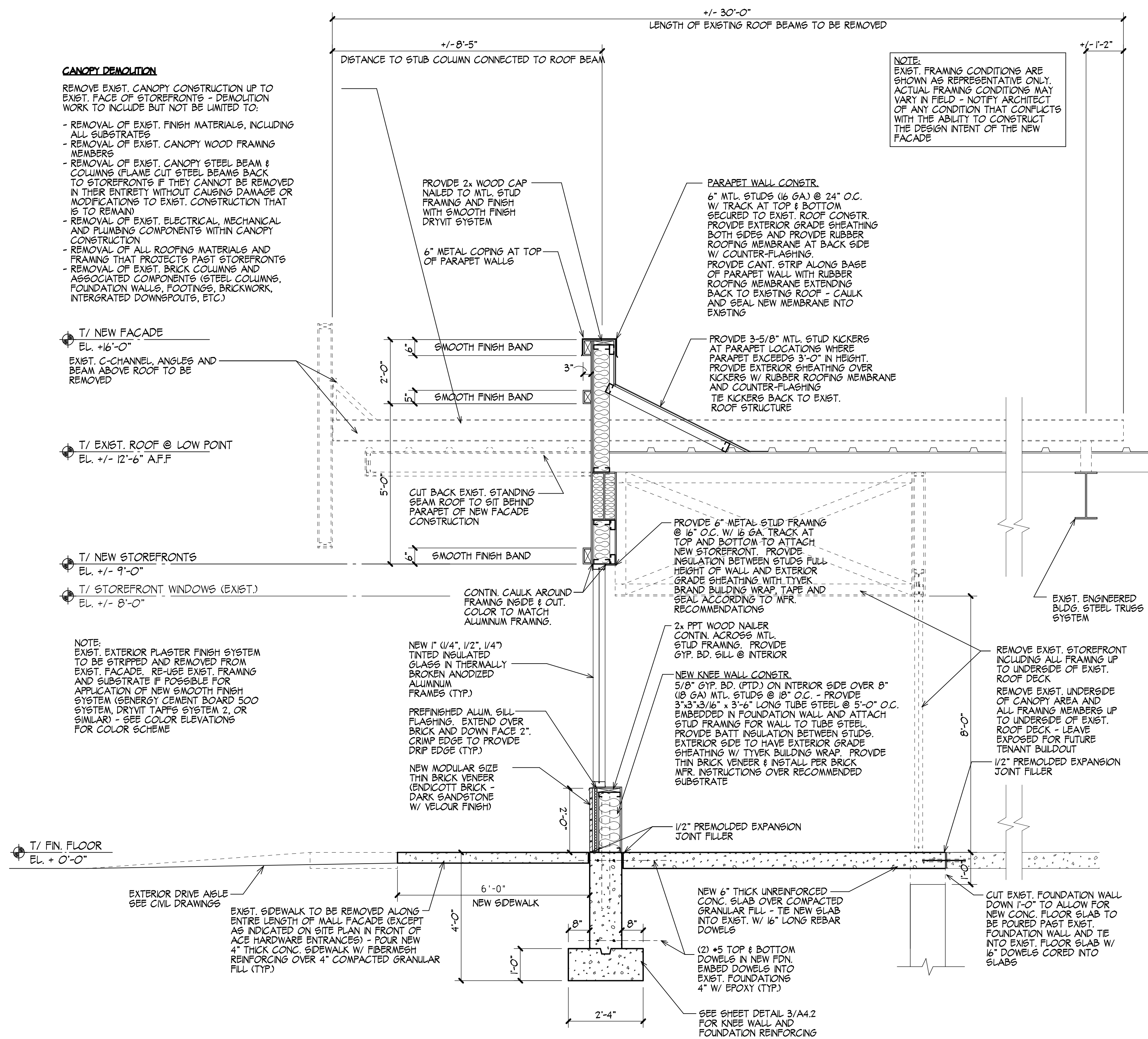
T/ EXIST. ROOF
EL. VARIES

T/ STOREFRONT WINDOWS (EXIST.)
EL. + 10'-2"

T/ FIN. FLOOR
EL. + 0'-0"



WALL SECTION - FAMILY DOLLAR
SCALE: 1/2" = 1'-0" A6.2



WALL SECTION - TENANT SPACE 10

SCALE: 1/2" = 1'-0" 1 A6.2

CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLLING (FLAME CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN)
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLLING AND ASSOCIATED COMPONENTS (STEEL COLLING, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNSPOUTS, ETC.)

- T/ NEW FACADE
EL. +16'-0"
- T/ EXIST. ROOF @ HIGH POINT
EL. +/- 12'-6" AFF

NOTE: EXIST. EXTERIOR PLASTER FINISH SYSTEM TO BE STRIPPED AND REMOVED FROM EXIST. FACADE. RE-USE EXIST. FRAMING AND SUBSTRATE IF POSSIBLE FOR APPLICATION OF NEW SMOOTH FINISH SYSTEM (ENERGY CEMENT BOARD 500 SYSTEM, DRYVIT TAFFS SYSTEM 2, OR SIMILAR) - SEE COLOR ELEVATIONS FOR COLOR SCHEME

- T/ STOREFRONT WINDOWS (EXIST.)
EL. +10'-2"

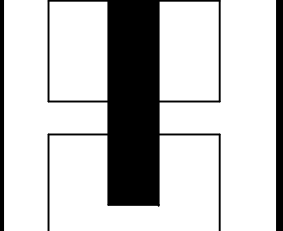
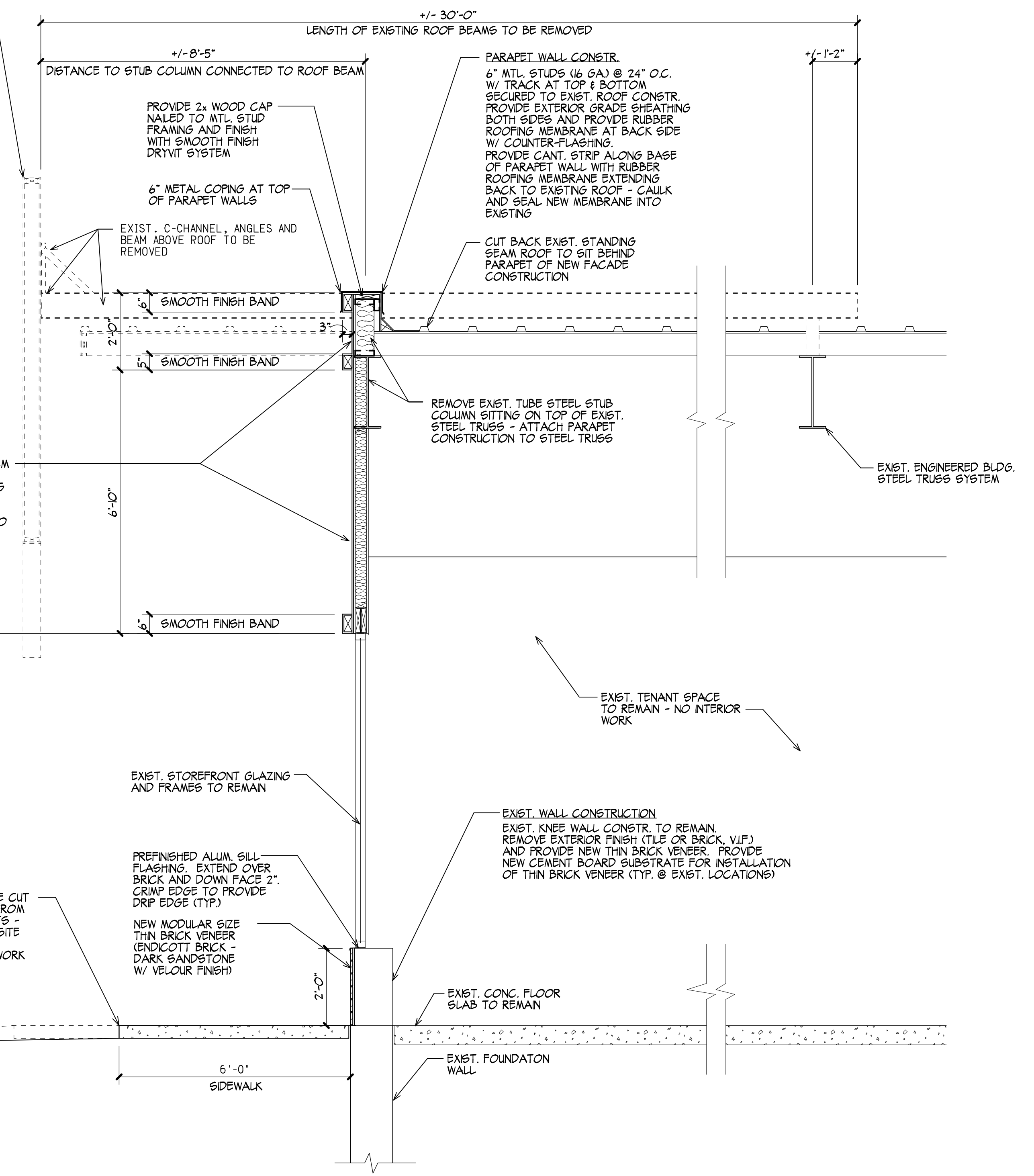
NOTE: EXIST. FRAMING CONDITIONS ARE SHOWN AS REPRESENTATIVE ONLY. ACTUAL FRAMING CONDITIONS MAY VARY IN FIELD - NOTIFY ARCHITECT OF ANY CONDITION THAT CONFLICTS WITH THE ABILITY TO CONSTRUCT THE DESIGN INTENT OF THE NEW FACADE

EXIST. SIDEWALK TO BE CUT BACK TO 6" IN WIDTH FROM FACE OF STOREFRONTS - SEE CIVIL PLANS AND SITE PLAN FOR EXTENT OF EXTERIOR CONCRETE WORK

- T/ FIN. FLOOR
EL. + 0'-0"

WALL SECTION ACE HARDWARE

SCALE: 1/2" = 1'-0" 2 A6.2



CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLUMNS (FLAME CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN)
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
- REMOVAL OF ALL ROOFING MATERIALS AND FRAMING THAT PROTECTS PAST STOREFRONTS
- REMOVAL OF EXIST. BRICK COLUMNS AND ASSOCIATED COMPONENTS (STEEL COLUMNS, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNGPOUTS, ETC.)

T/ NEW FACADE
EL. +11'-0"

NOTE:
EXIST. EXTERIOR PLASTER FINISH SYSTEM TO BE STRIPPED AND REMOVED FROM EXIST. FACADE. RE-USE EXIST. FRAMING AND SUBSTRATE IF POSSIBLE FOR APPLICATION OF NEW SMOOTH FINISH SYSTEM (GENERALLY CEMENT BOARD SOO SYSTEM, DRYVIT TAPE SYSTEM 2, OR SIMILAR) - SEE COLOR ELEVATIONS FOR COLOR SCHEME

T/ EXIST. ROOF @ LOW POINT
EL. +/- 8'-0" A.F.F.

EXIST. C-CANNEL, ANGLES AND BEAM ABOVE ROOF TO BE REMOVED

T/ STOREFRONT WINDOWS (EXIST.)
EL. +10'-2"

NOTE:
EXIST. FRAMING CONDITIONS ARE SHOWN AS REPRESENTATIVE ONLY. ACTUAL FRAMING CONDITIONS MAY VARY IN FIELD - NOTIFY ARCHITECT OF ANY CONDITION THAT CONFLICTS WITH THE ABILITY TO CONSTRUCT THE DESIGN INTENT OF THE NEW FACADE

EXIST. WALL CONSTRUCTION
EXIST. WALL CONSTR. TO REMAIN. REMOVE EXTERIOR FINISH (TILE OR BRICK, V.P.F.) AND PROVIDE NEW THIN BRICK VENEER. PROVIDE NEW CEMENT BOARD SUBSTRATE FOR INSTALLATION OF THIN BRICK VENEER (TYP. @ EXIST. LOCATIONS)

NEW MODULAR SIZE THIN BRICK VENEER (ENDCOTT BRICK - DARK SANDSTONE W/ VELOUR FINISH)

EXIST. STOREFRONT GLAZING AND FRAMES TO REMAIN

T/ FIN. FLOOR
EL. + 0'-0"

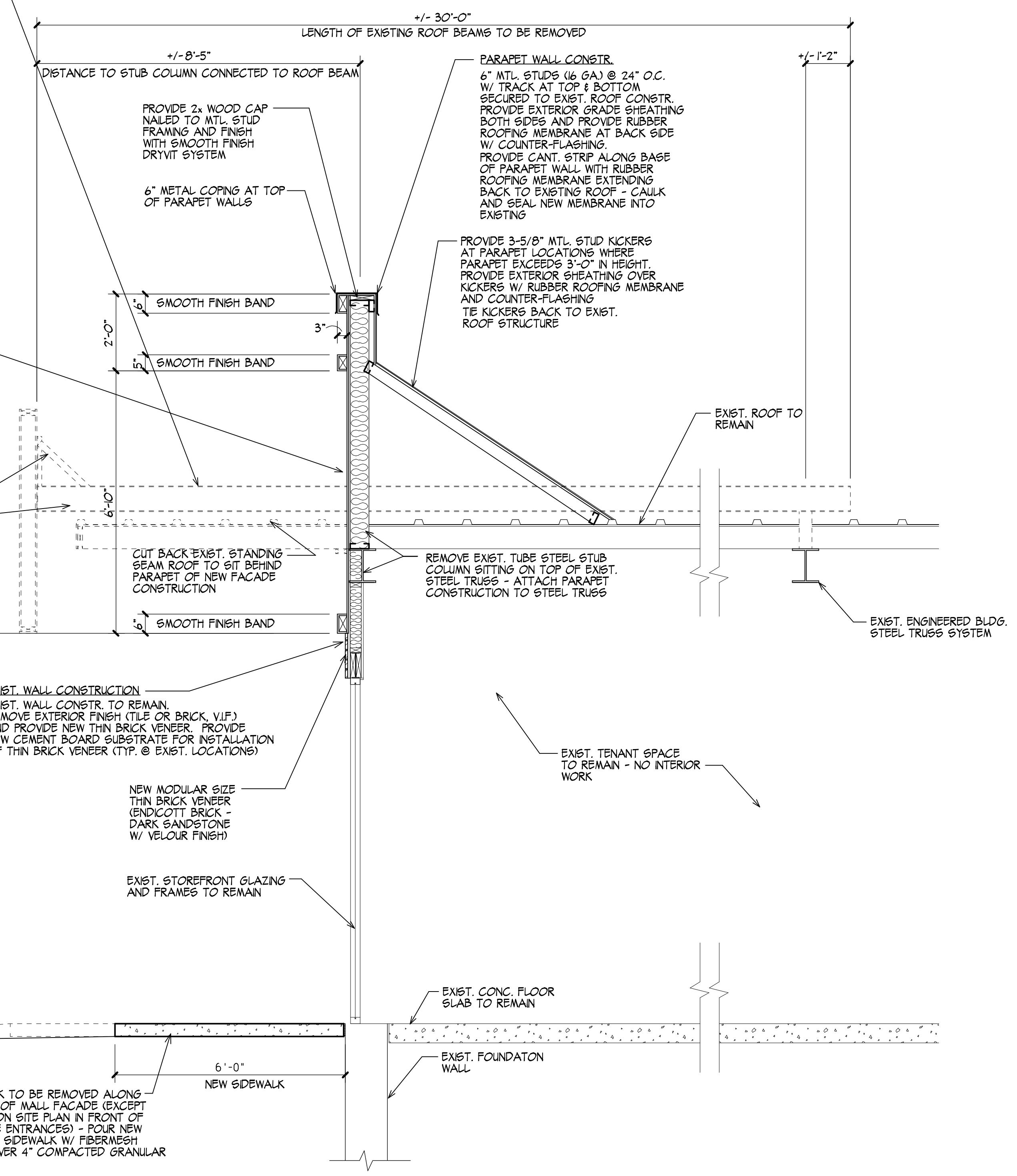
EXTERIOR DRIVE AISLE
SEE CIVIL DRAWINGS

EXIST. SIDEWALK TO BE REMOVED ALONG ENTIRE LENGTH OF WALL FACADE (EXCEPT AS INDICATED ON SITE PLAN IN FRONT OF ACE HARDWARE ENTRANCES) - FOUR NEW 4" THICK CONC. SIDEWALK W/ FIBERGLASS REINFORCING OVER 4" COMPACTED GRANULAR FILL (TYP.)

WALL SECTION - ACE HARDWARE

SCALE: 1/2" = 1'-0"

1
A6.3



CANOPY DEMOLITION

REMOVE EXIST. CANOPY CONSTRUCTION UP TO EXIST. FACE OF STOREFRONTS - DEMOLITION WORK TO INCLUDE BUT NOT BE LIMITED TO:

- REMOVAL OF EXIST. FINISH MATERIALS, INCLUDING ALL SUBSTRATES
- REMOVAL OF EXIST. CANOPY WOOD FRAMING MEMBERS
- REMOVAL OF EXIST. CANOPY STEEL BEAM & COLUMNS (FLAME CUT STEEL BEAMS BACK TO STOREFRONTS IF THEY CANNOT BE REMOVED IN THEIR ENTIRETY WITHOUT CAUSING DAMAGE OR MODIFICATIONS TO EXIST. CONSTRUCTION THAT IS TO REMAIN)
- REMOVAL OF EXIST. ELECTRICAL, MECHANICAL AND PLUMBING COMPONENTS WITHIN CANOPY CONSTRUCTION
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- REMOVAL OF EXIST. BRICK COLUMNS AND ASSOCIATED COMPONENTS (STEEL COLUMNS, FOUNDATION WALLS, FOOTINGS, BRICKWORK, INTEGRATED DOWNGPOUTS, ETC.)

T/ NEW FACADE
EL. + 16'-0"

T/ EXIST. ROOF
EL. VARIES

NOTE:
EXIST. EXTERIOR PLASTER FINISH SYSTEM TO BE STRIPPED AND REMOVED FROM EXIST. FACADE. RE-USE EXIST. FRAMING AND SUBSTRATE IF POSSIBLE FOR APPLICATION OF NEW SMOOTH FINISH SYSTEM (GENERALLY CEMENT BOARD SOO SYSTEM, DRYVIT TAPE SYSTEM 2, OR SIMILAR) - SEE COLOR ELEVATIONS FOR COLOR SCHEME

T/ NEW STOREFRONT WINDOWS
EL. + 9'-0"

T/ FIN. FLOOR
EL. + 0'-0"

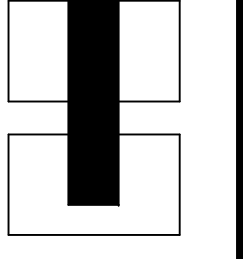
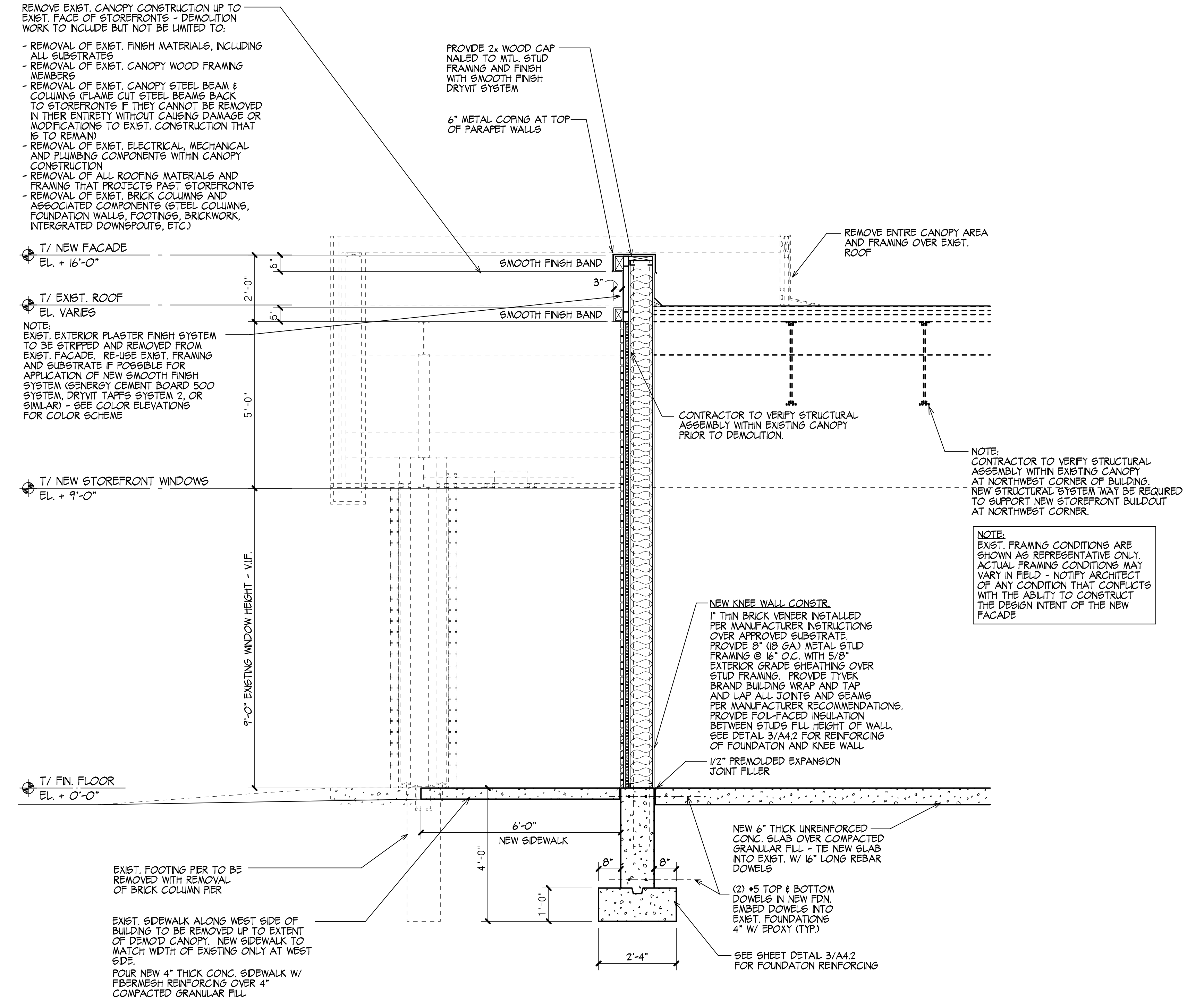
EXIST. FOOTING PER TO BE REMOVED WITH REMOVAL OF BRICK COLUMN PER

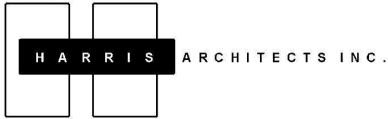
EXIST. SIDEWALK ALONG WEST SIDE OF BUILDING TO BE REMOVED UP TO EXTENT OF DEMO'D CANOPY. NEW SIDEWALK TO MATCH WIDTH OF EXISTING ONLY AT WEST SIDE.
POUR NEW 4" THICK CONC. SIDEWALK W/ FIBERGLASS REINFORCING OVER 4" COMPACTED GRANULAR FL.

WALL SECTION - WEST BUILDOUT WALL

SCALE: 1/2" = 1'-0"

2
A6.3





June 6, 2013

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

**Re: Center 50
Pleasant Prairie, WI
Elevation concept revision narrative**

Dear Ms. Werbie-Harris

This narrative is to explain the decision to revise part of our design concept on the elevations for Center 50.

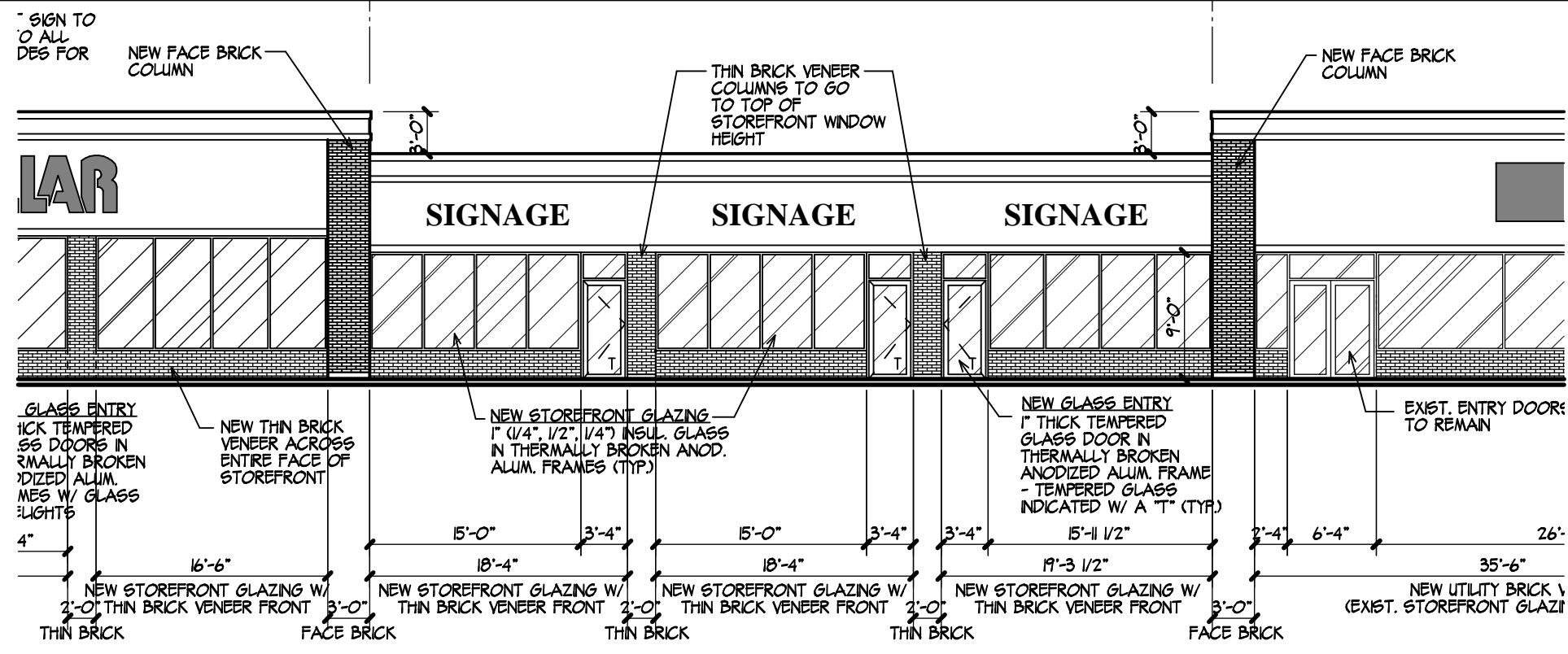
The façade between the 3 anchor tenants and also to the west of Autozone, needs to be modified to remove a portion of the brick piers that break up the sign bands. The tenant spaces between the 3 tenants have yet to be leased, and we do not know how large a space a given tenant will want to occupy. Establishing brick piers that break up the sign band where the tenant signs would go is imprudent and needs to be modified. We plan to shorten and reduce 6 of the brick piers in the façade.

Attached is an 11"x17" exhibit drawing showing the original concept as well as the revised concept between the anchor tenants.

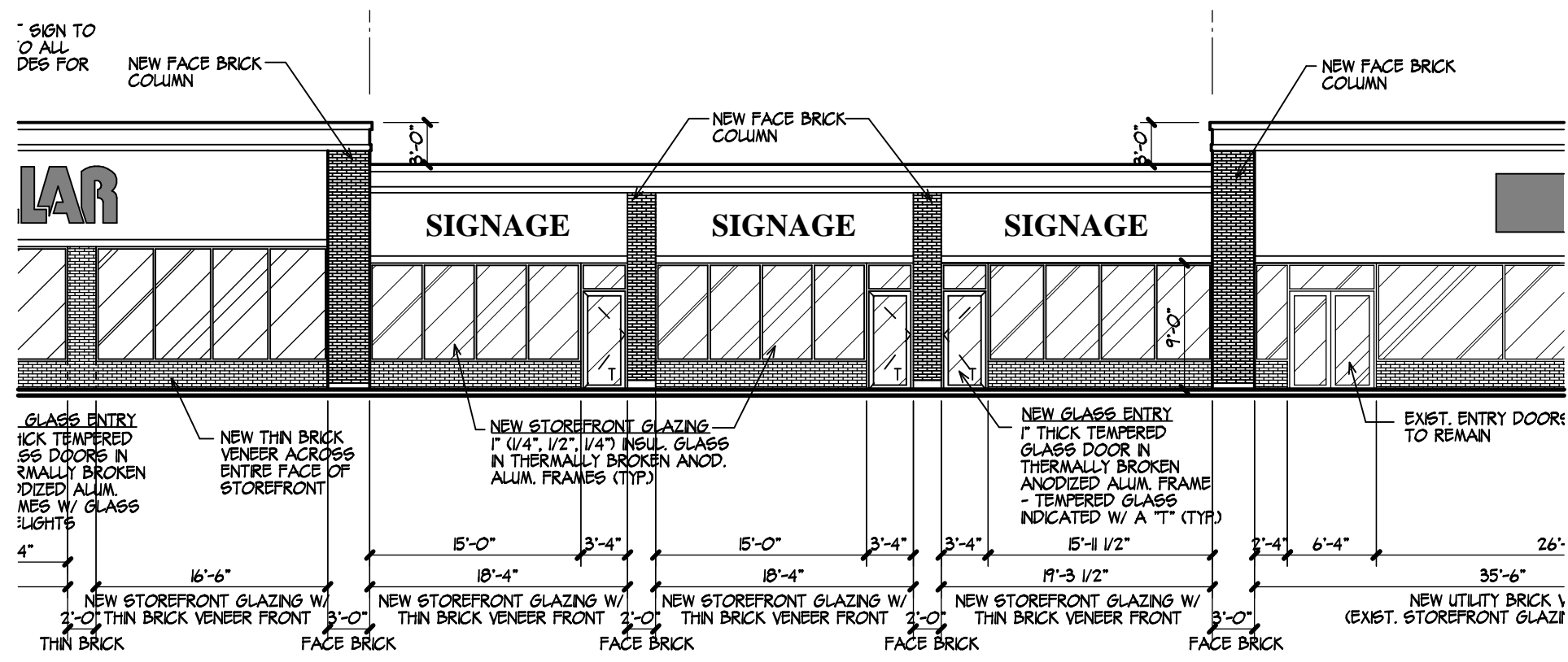
Please contact me or Jim Ablan if there are any questions or if more information is needed regarding this submittal.

Sincerely,

Andy Swedrowski
Harris Architects, Inc.
4801 Emerson Ave, Suite 210
Palatine, Illinois 60067
847-303-1155 ph. 847-303-1164 fax



PARTIAL ELEVATION - REVISED CONCEPT
 SCALE: _____ NT6 (1) REV-1



PARTIAL ELEVATION - ORIGINAL CONCEPT
 SCALE: _____ NT6 (2) REV-1

PATRICK C. HARRIS, ARCHITECT
HARRIS ARCHITECTS, INC. CONSULTANT
 4601 EBERSON AVENUE - PALATKA, ILLINOIS 60077-746 847.308.1155
 COPYRIGHT © 2013, BY PATRICK C. HARRIS, ARCHITECT.

ELEVATIONS OPTION FOR
CENTER 50
 HIGHWAY 50 & 4TH AVE.
 PLEASANT PRairie, WISCONSIN

6-6-2018
 ELEVATION REVISION

PROJECT #: 21210
 DRAWN BY: APG
 DATABASE: 21210rev5.DB

SHEET NO.
REV-1
 1 OF 1 SHEETS

NOTE

Building height at NE building corner = 13.8'
 Building height at NW building corner = 16.8'
 BUILDING HEIGHTS VARY FROM EAST END TO WEST END

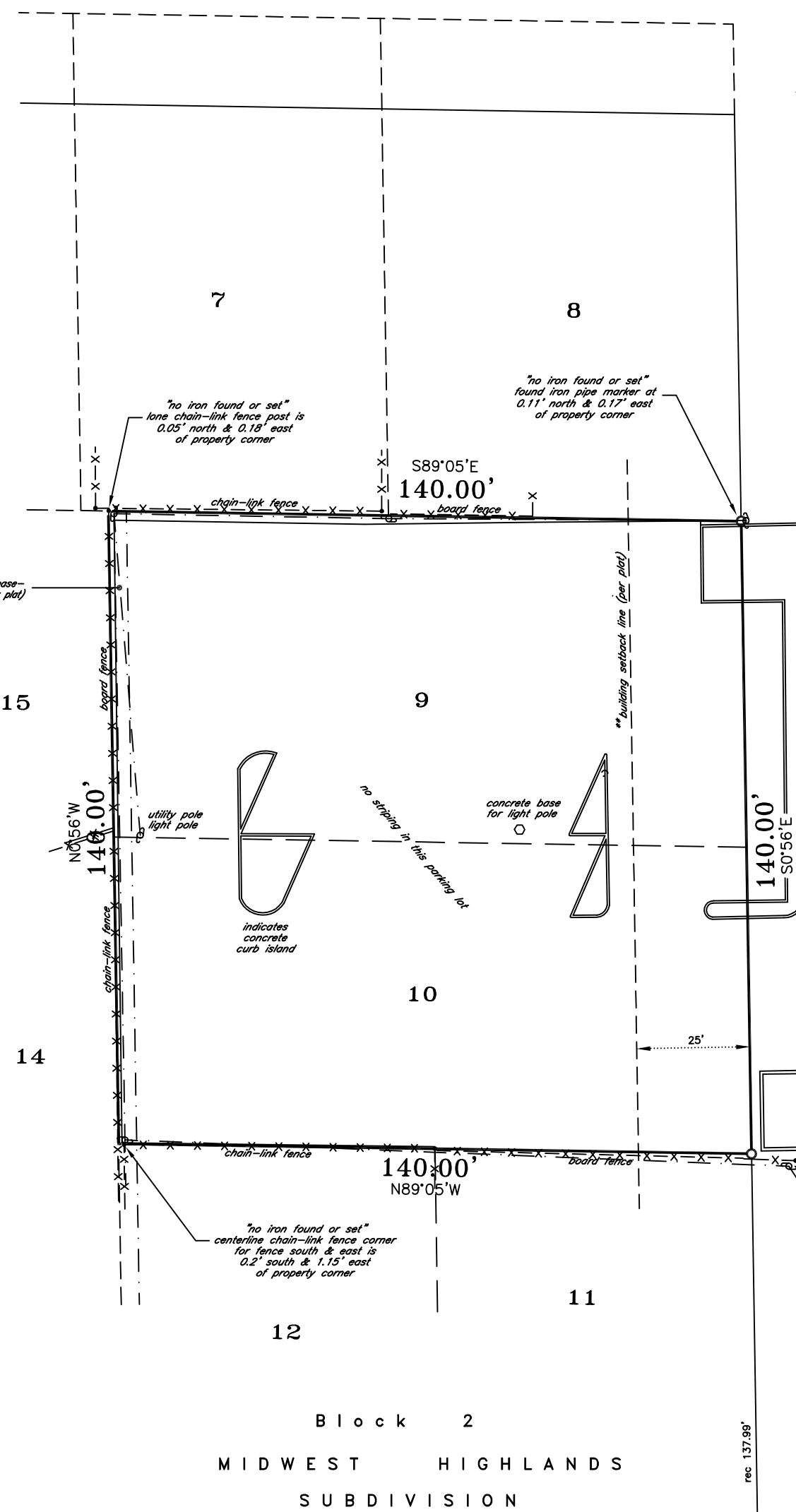
N 1/4 Corner Section 11-1-22
 11.743.30
 E 2575.057.73
 (concrete monument)

Scale
 1" = 30'

5.28± Acres within heavy outline.

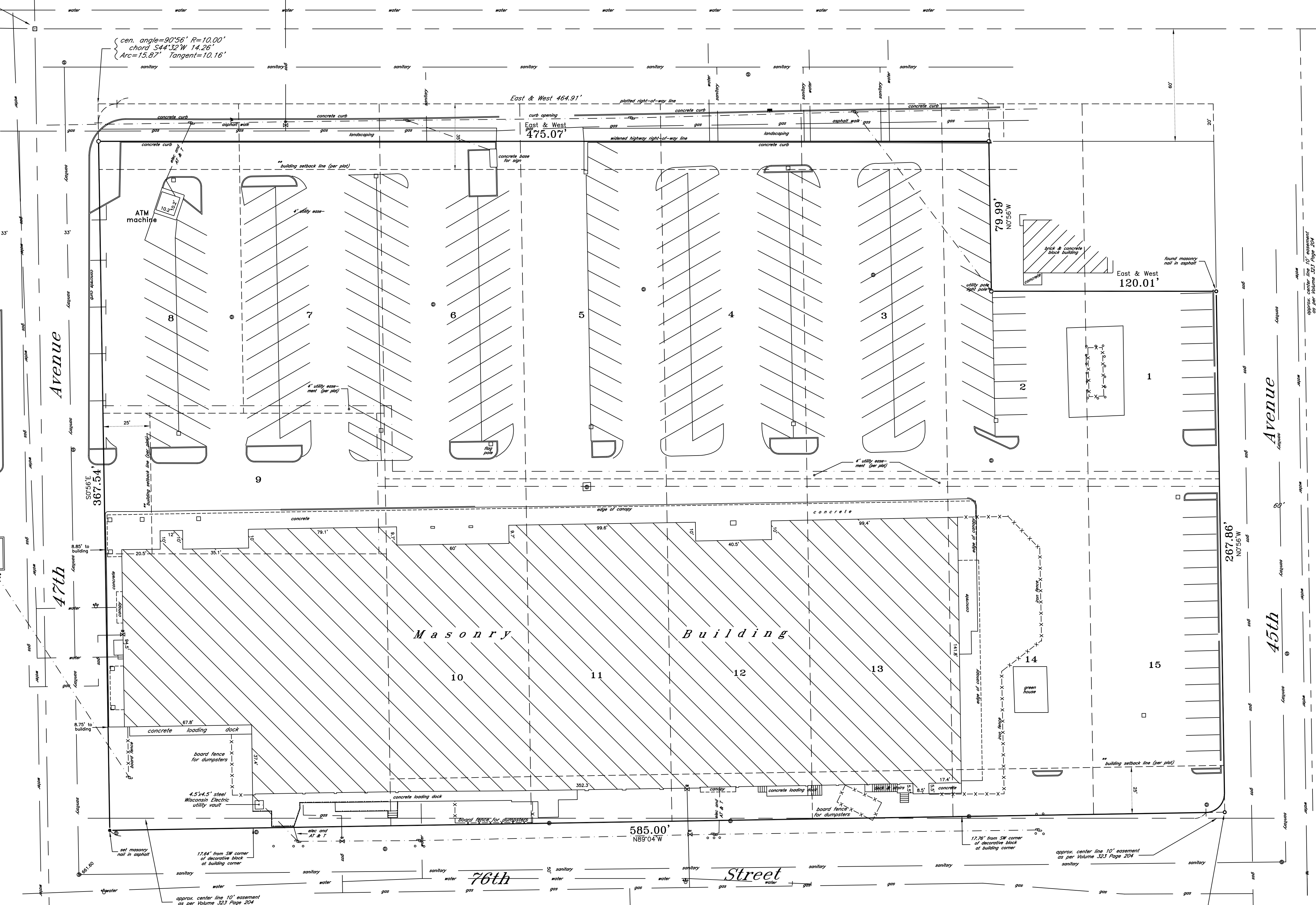
SYMBOLS

- 6" steel post
- ⊕ gas valve
- ⊕ gas meter
- ⊕ curb inlet
- ⊕ sanitary manhole
- ⊕ storm manhole
- pillars for canopy
- ⊕ utility pole
- vertical utility wire
- 2' square concrete base for light pole



State Trunk Highway "50"

75th Street



I HEREBY STATE that at the request of and for the benefit of Beverly Bank & Trust Company, N.A. and Enterprise Law Group, LLP I have conducted a boundary survey of the above described property and certify that this plat and the survey on which it was based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA, ACSM, and NSPS in 2012. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, the undersigned further certifies that the survey measurements were made in accordance with the Minimum Angle, Distance and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys.

I FURTHER STATE that I have made no independent search of the records for easements, encumbrances, ownership, or title evidence, or any other facts as part of this survey, but have relied upon the materials and representations supplied to me by the owner.

I FURTHER STATE that the accompanying plat is a scaled representation of the physical situation which I found in the field and shows the location of visible evidence of utilities which I found at the time of my survey of these premises. No attempt has been made as part of this survey to excavate, uncover or expose those facilities to field check the existence, size, depth, condition, capacity or exact location of those facilities. For more information concerning those utilities, please contact the appropriate public agencies or utility companies.

I FURTHER STATE that reference has been made upon the accompanying plat of survey to known and permanent monuments from which future resurveys may be made and that I have found or set survey monumentation as shown.

I FURTHER STATE that no buildings on the adjacent property encroach on this property.

Dated this 23rd day of July, 2012

GLEN A. MARESCALCO, Wisconsin Registered Land Surveyor (S-2203)

MARESCALCO COUNTYWIDE SURVEYING, INC.
 1120 BOUTH STREET KENOSHA, WI 53143
 (262) 654 8809 FAX (262) 654 1120

- 1) Refer to a current title policy and purchase agreement for additional information on covenants, restrictions, utility rights and unrecorded easements.
- 2) Building setback lines and easements shown are in accordance with the recorded subdivision plats, refer to the local building officials for any additional regulations per applicable zoning or building codes.

To obtain location of participants underground facilities before you dig in Wisconsin call DIGGERS HOTLINE 1-800-242-8511 toll free

denotes iron pipe marker found (unless noted)

Bearings shown hereon refer to the recorded plat of GRAYSTONES SUBDIVISION.

Elevations hereon, shown thus, refer to Wisconsin Plane Coordinate System, South Zone, Vertical Control Datum.

tax key parcel no. 91-4-122-111-0050 Parcel 1
 91-4-122-112-0040 (lot 9)
 91-4-122-112-0042 (lot 10) Parcel 11.

LEGAL DESCRIPTIONS (as per prior August 1998 survey)

PARCEL I: Part of the Northeast Quarter of Section Eleven (11), Town One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, described as: Beginning at the Northeast corner of 76th Street and 47th Avenue as laid out and platted in Graystones Subdivision, a subdivision of record in the Kenosha County Land Registry; thence North 89 degrees 04 minutes East along the North line of 76th Street and in part along South line of Lots 10, 11, 12, 13, 14 and 15 in said subdivision, 585 feet to a point of curve; thence Northeasterly 15.71 feet along the arc of a circular curve concave to the Northwest, said curve having a central angle of 90 degrees, a radius of 10 feet and a chord which bears North 44 degrees 04 minutes East 14.14 feet to a point of tangency, which point is on the West line of 45th Avenue; thence North 56 minutes West along the west line of 45th Avenue and along the East line of Lots 15 and 1 in said subdivision 267.86 feet and to a point that is 100 feet South 56 minutes East from the North line of said Lot 1; thence North parallel to the North line of Lots 1 and 2, 120.01 feet; thence North 56 minutes West 100 feet to the North line of said Lot 2; thence West along the North line of Lots 2, 3, 4, 5, 6, 7 and 8 and along the platted South line of 75th Street, 464.91 feet to a point of curve; thence Southwesterly 15.87 feet along the arc of a circular curve concave to the Southeast, said curve having a central angle of 90 degrees 56 minutes, a radius of 10 feet and a chord which bears South 44 degrees 32 minutes West 14.26 feet to a point of tangency, which point is on the East line of 47th Avenue; thence South 56 minutes East along the East line of 47th Avenue and in part along the West line of Lots 8 and 9 in said subdivision, 377.39 feet to a point of beginning; EXCEPTING from the above the entire North 20 feet which was acquired by Kenosha County for purposes of widening 75th Street (State Trunk Highway 50); and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin. The above being platted Lots in the recorded plat of Graystones Subdivision.

PARCEL II: Lots 9 and 10 in Block 2 of MIDWEST HIGHLANDS, a subdivision of part of the Northwest Quarter of Section Eleven (11), Town One (1) North, Range Twenty-two (22) East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

Plat of Survey of Premises Known as:
TOWN 'N COUNTRY SHOPPING CENTER
 LOCATED AT: 4623 - 75th STREET
 in NE1/4 & NW1/4 Section 11-1-22

VILLAGE OF PLEASANT PRAIRIE
 KENOSHA COUNTY, WIS.

-ordered by-
 Bracon Realty Capital Services, LLC / James J. Ablan

CENTER 50

PROJECT NO. 13-122-001

4623 75TH STREET
PLEASANT PRAIRIE, WI

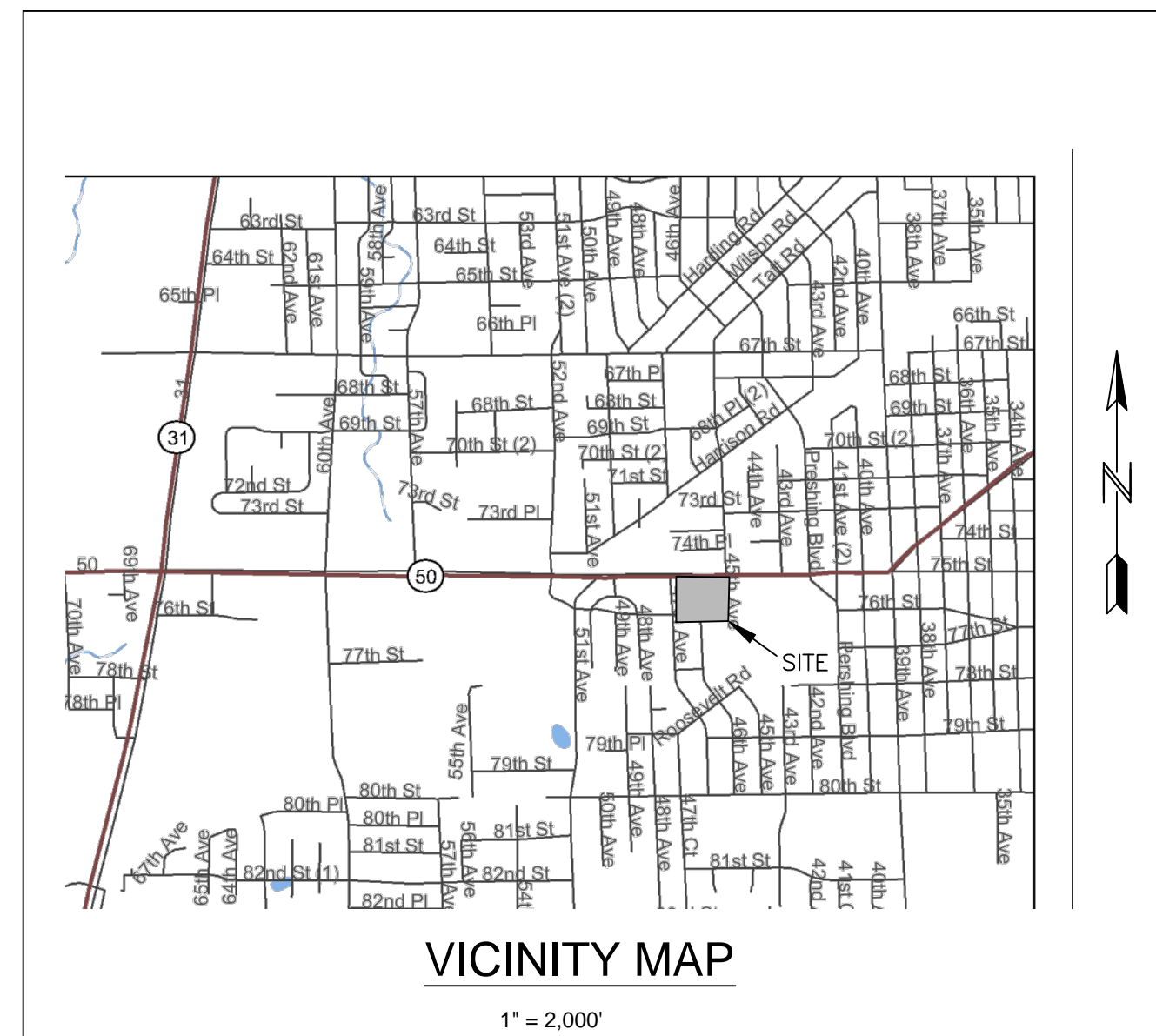
CONSULTING ENGINEER:

M SQUARED ENGINEERING

WISCONSIN OFFICE:
W62 N215 WASHINGTON AVE.
CEDARBURG, WI 53012
Phone (262) 376-4246
Fax (262) 375-2274



ILLINOIS OFFICE:
2355 LAKESIDE DRIVE
AURORA, IL 60504
Phone (262) 376-4246
Fax (262) 375-2274



VICINITY MAP

1" = 2,000'

SURVEY:

BY: MARASCALCO COUNTY WIDE SURVEYING
1120 80TH STREET, KENOSHA, WI 53143

PREPARED FOR:

BEACON REALTY CAPITAL SERVICES, LLC
333 N. MICHIGAN AVENUE, SUITE 1833
CHICAGO, IL 60601

INDEX:

1. COVER SHEET
2. GRADING AND DRAINAGE PLAN

DATE:

PRELIMINARY PLAN: 2/14/2013
REVISED: 5/9/2013

DIGGERSHOTLINE

Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SHEET
1 OF 2

NOTES FOR BIDDING:

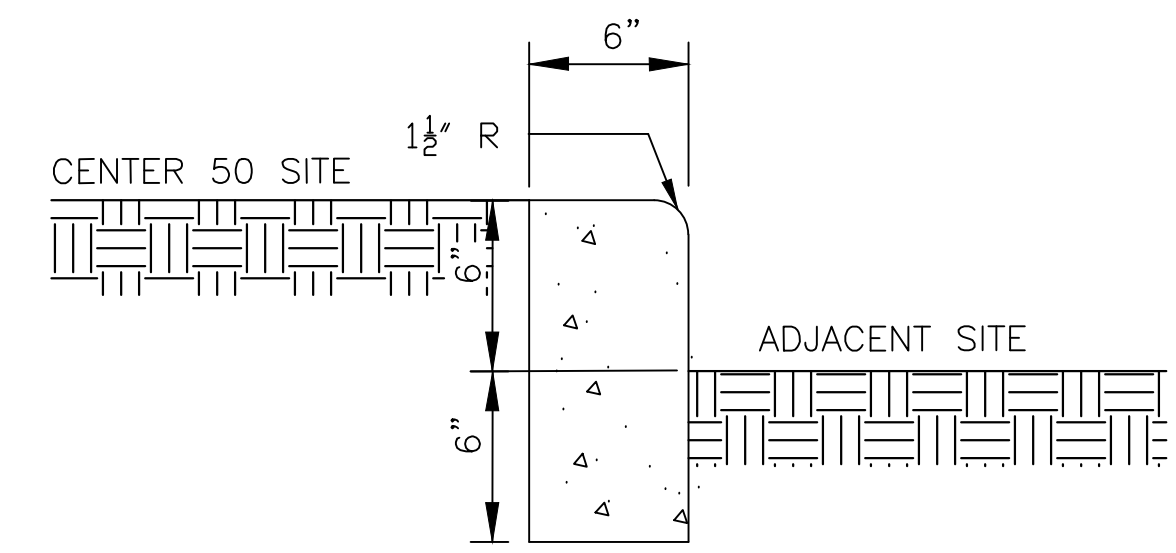
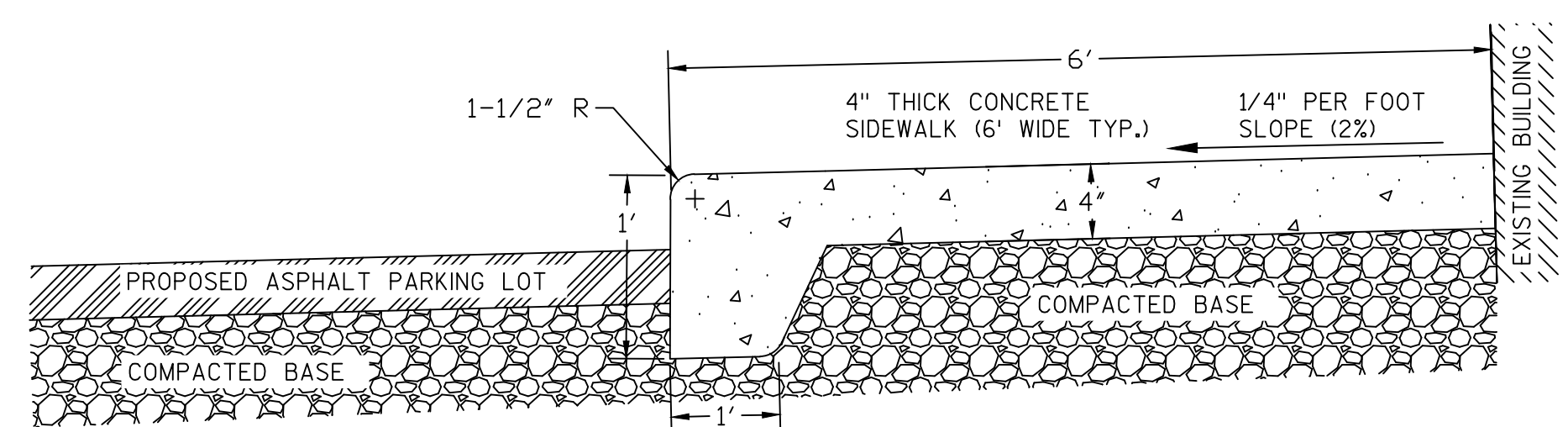
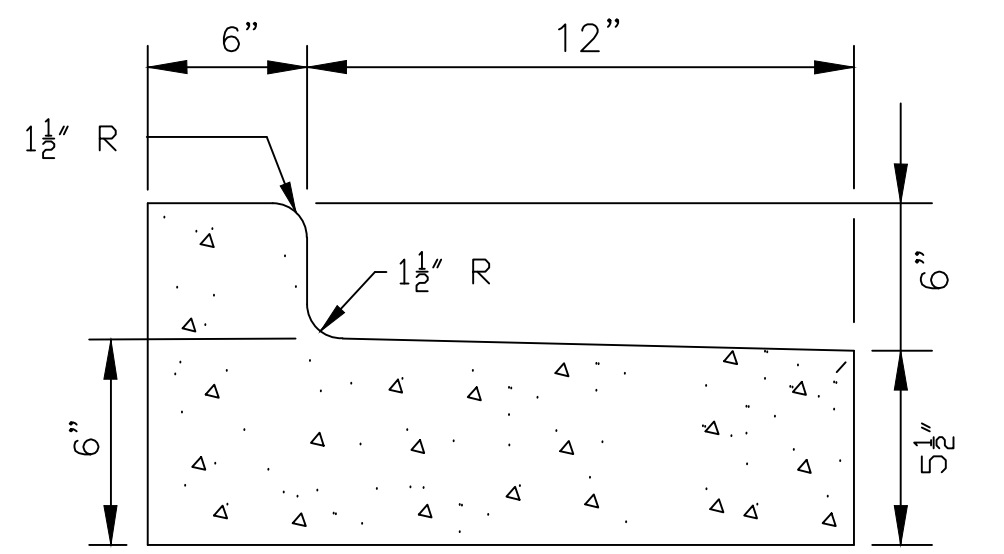
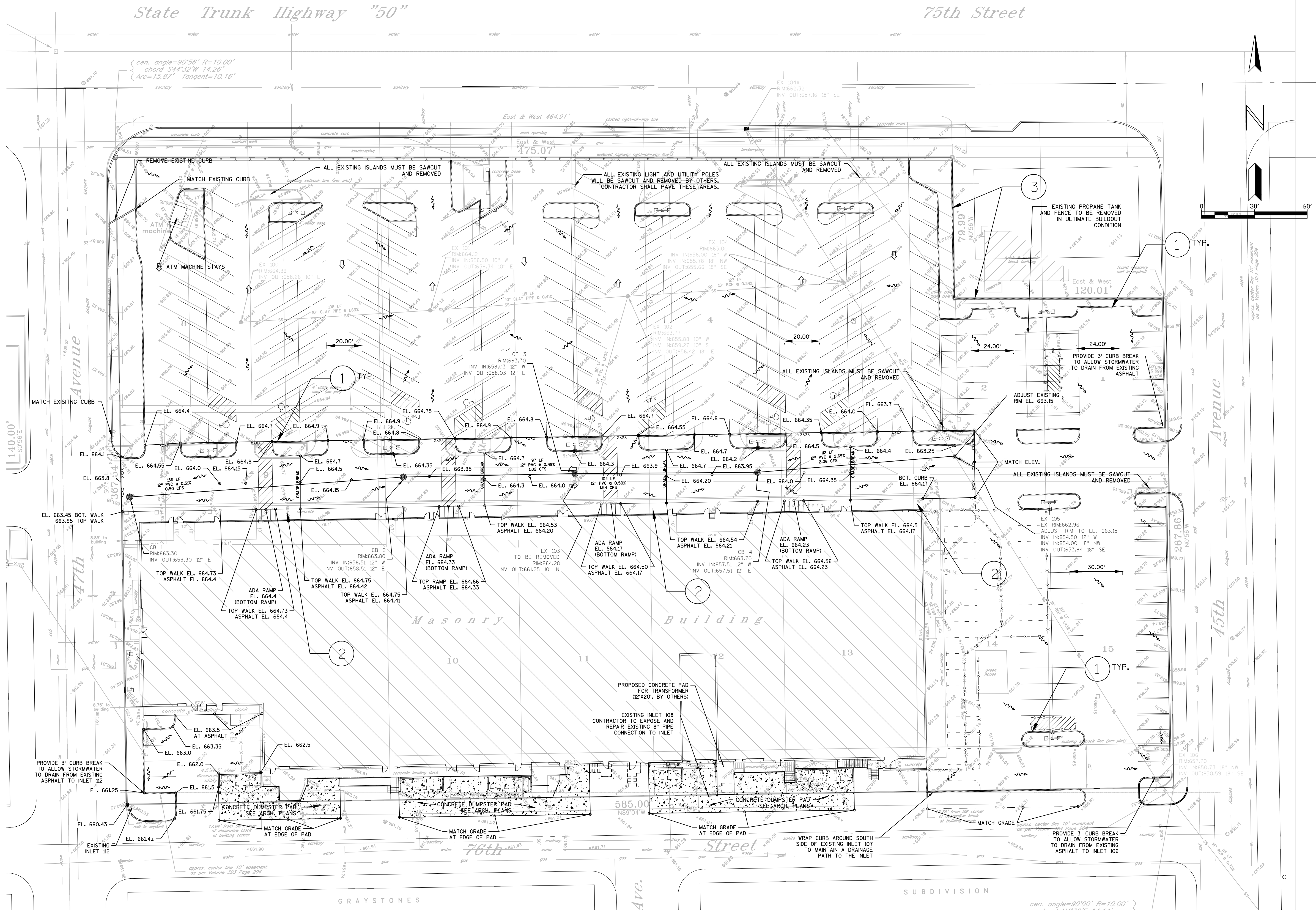
1. PAVEMENT THICKNESS FOR THE DRIVE AISLE AND ASPHALT PARKING AREAS SHALL BE 3" ASPHALT OVER 8" COMPACTED BASE.
2. LANDSCAPE ISLANDS SHALL BE PROVIDED WITH 4" TOPSOIL AND GRASS SEED OR SOD
3. CURB AND GUTTER SHALL BE 18" HIGH SIDE CURB (SEE DETAIL BELOW)
4. PROPOSED INLETS SHALL BE 36" INSIDE DIAMETER CONCRETE STRUCTURES WITH WISDOT TYPE C COVERS.
5. CONCRETE FOR LANDINGS AND DUMPSTER PADS SHALL BE A MINIMUM OF 6" THICK WITH 6" COMPACTED BASE.
6. EXISTING PAVEMENT SHALL BE SAWCUT TO ALLOW REMOVAL OF EXISTING ISLANDS, INSTALLATION OF NEW ISLANDS, PARKING, AND DRIVE AISLE PAVEMENT. CONTRACTOR SHALL PAVE LIGHT POLE AREAS THAT ARE REMOVED BY OTHERS

ESTIMATED QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES WITH BID			
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
1	ASPHALT PAVEMENT (3" ASPHALT OVER 8")	2,089	SY
2	TOPSOIL (INSTALLED AT 4" THICKNESS)	17,770	SF
3	GRASS SEED	17,770	SF
4	CONCRETE CURB AND GUTTER (18") *	2,592	LF
5	STORM SEWER CATCH BASINS (36" ID)	4	EA
6	WISDOT TYPE C LID	4	EA
7	CONCRETE PAVEMENT (6" OVER 6" COMPACT)	731	SY
8	SAW CUTTING	3,469	LF
9	PAVEMENT STRIPING	TBD	LF
* EXISTING ISLAND REMOVAL (INCIDENTAL TO ITEM 4)			

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE RELOCATION OF EXISTING LIGHT POLES WITH CONSTRUCTION OF NEW ISLANDS.
2. CONTRACTOR TO VERIFY ALL QUANTITIES.
3. CONTRACTOR RESPONSIBLE FOR ALL PERMITS

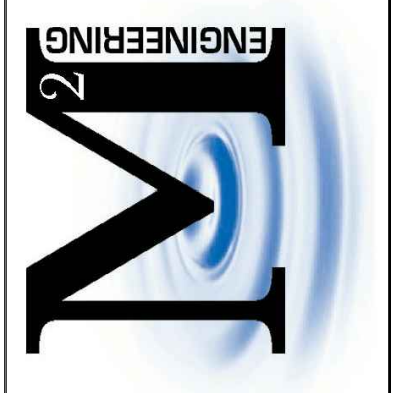


LEGEND

EL. 661.75	PROPOSED SPOT ELEVATION
SS	EXISTING STORM SEWER
SS	PROPOSED STORM SEWER
~	PROPOSED DRAINAGE PATH
⊙	EXISTING STORMWATER INLET
⊙	PROPOSED STORMWATER INLET
■	PROPOSED CONCRETE PAVEMENT

P:\PROJECTS\13-122-001\CENTER 50 SHOPPING CENTER\CAD\2013\04_13_122-001_GRADING.DWG DATE OF PLOT: 5/9/2013 1:43 PM
 COPYRIGHT 2010 M SQUARED ENGINEERING, LLC ALL RIGHTS RESERVED

M Squared Engineering, LLC
 ...where engineering solutions meet water quality...
 W62 N215 Washington Avenue
 Cedarburg, WI 53012
 Phone: (262)376-4246 www.msquaredengineering.com Fax: (262)375-2274



CENTER 50
 4623 75TH STREET, PLEASANT PRAIRIE, WI
 GRADING AND DRAINAGE PLAN

DRAWN BY:	JES
DATE:	05/09/2013
CHECKED BY:	MH
HORIZ. SCALE:	1:30
VERT. SCALE:	N/A
PROJECT NO.	13-122-001
REVISIONS	
DATE:	REVISED BY:
5/9/13	JES

SHEET
2 OF 2



CALL DIGGERS HOTLINE
1-800-347-8918
TOLL FREE
US STATE RESIDENTS
REQUIRED FOR 3 WORK DAYS
NOTICE BEFORE YOU DIG!
MILWAU AREA 259-1181

CHECK WITH PROPERTY OWNER BEFORE
EXCAVATION FOR LOCATIONS OF PRIVATE
AND PUBLIC UNDERGROUND UTILITIES AND
FIXTURES WHICH MAY OR MAY NOT BE
MARKED BY "DIGGERS HOTLINE"



SCALE IN FEET
20' 0 20'

PROJECT NAME
CENTER 50

PROJECT LOCATION
**Center 50
4623 75th Street
Pleasant Prairie, Wisconsin**

CLIENT NAME & ADDRESS
**Beacon Realty Capital Services LLC
333 N. Michigan Ave Suite 1833
Chicago, IL 60601**

SHEET TITLE
LANDSCAPE PLAN

REVISIONS
Date: **5/2/2013** By: **LMW**
Extended Green Space

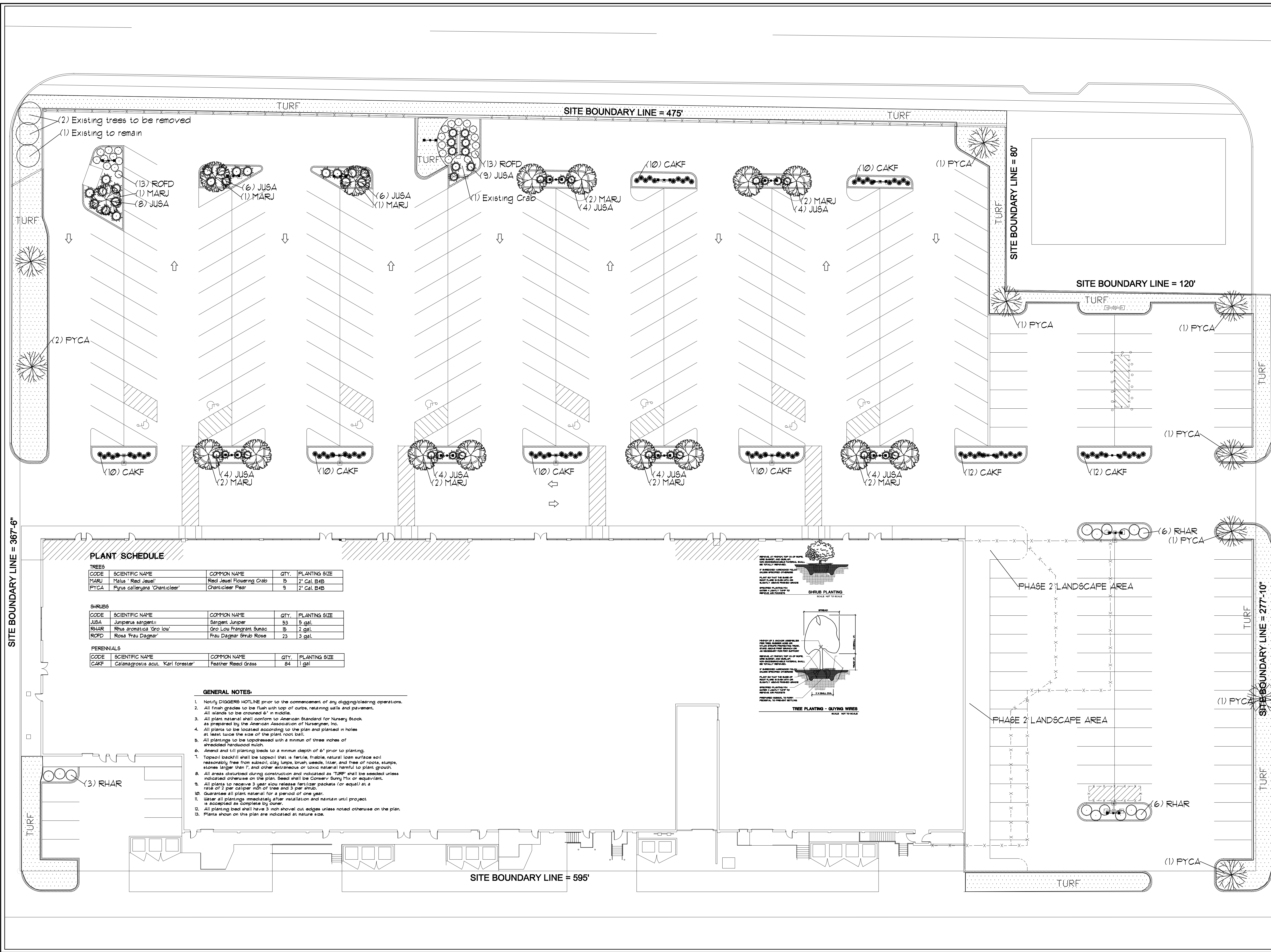
PREPARED BY
landscape management

KENOSHA GROUNDS CARE
Design Construction Maintenance
5000 58th Avenue - Pleasant Prairie, WI 53151 - 262.594.0000
E-Mail: info@kgc.com Fax: 262.594.0000

USE OF INFORMATION
THESE DRAWINGS, AS INSTRUMENTS OF
SERVICE, REMAIN THE PROPERTY OF
KENOSHA GROUNDS CARE, INC. ANY
CHANGES, PUBLICATION OR
UNAUTHORIZED USE IS PROHIBITED
UNLESS EXPRESSLY APPROVED.

FILE NAME: **CENTER50**
DRAWN BY: **LMW**
CHECKED BY: **RJO**
KGC PROJECT #: **13021902**
DATE: **2-21-2013**
SHEET NO.:

L1.0



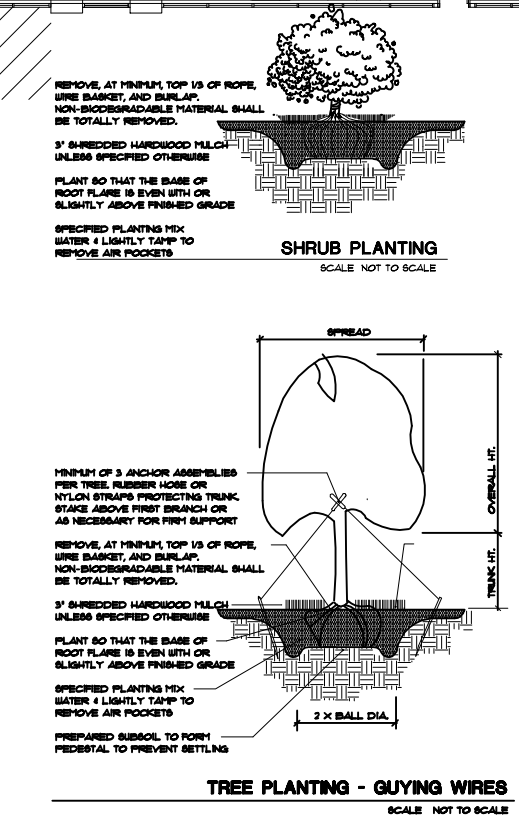
PLANT SCHEDULE

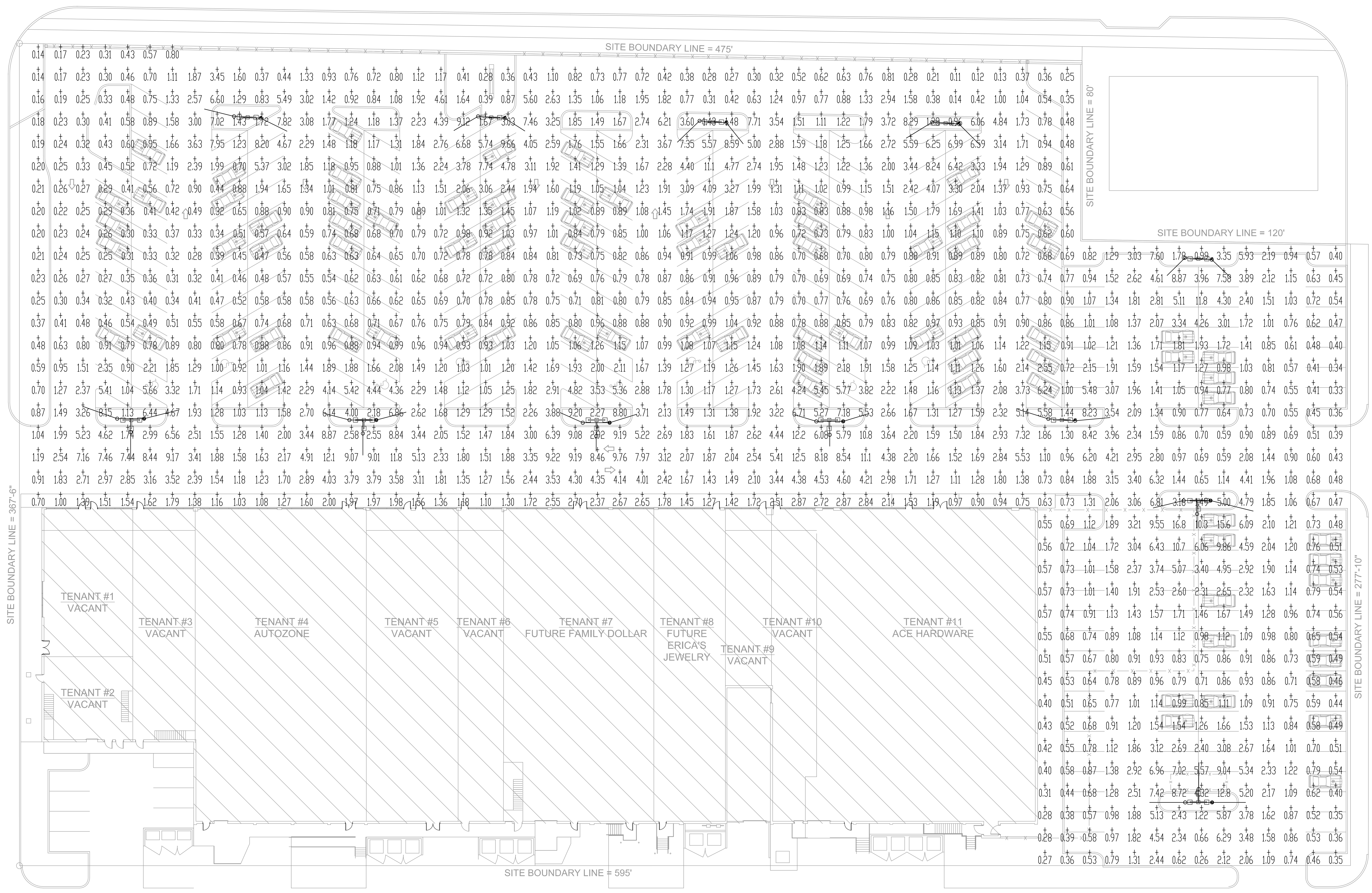
TREES				
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE
MARJ	Malus 'Red Jewel'	Red Jewel Flowering Crab	15	2" Cal. B&B
PYCA	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	9	2" Cal. B&B

SHRUBS				
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE
JUSA	Juniperus sargentii	Sargent Juniper	53	5 gal.
RHAR	Rhus aromatica 'Gro low'	Gro Low Fragrant Sumac	15	2 gal.
ROFD	Rosa 'Frau Dagmar'	Frau Dagmar Shrub Rose	23	3 gal.

PERENNIALS				
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE
CAKF	Calamagrostis acut. 'Karl forester'	Feather Reed Grass	84	1 gal.

- GENERAL NOTES:**
1. Notify DIGGERS HOTLINE prior to the commencement of any digging/clearing operations.
 2. All finish grades to be flush with top of curbs, retaining walls and pavement.
 3. All stands to be crowned 6" in middle.
 4. All plant material shall conform to American Standard for Nursery Stock as prepared by the American Association of Nurserymen, Inc.
 5. All plants to be located according to the plan and planted in holes at least twice the size of the plant root ball.
 6. All plantings to be topdressed with a minimum of three inches of shredded hardwood mulch.
 7. Amend and till planting beds to a minimum depth of 6" prior to planting.
 8. Topsoil backfill shall be topsoil that is fertile, friable, natural loam surface soil reasonably free from subsoil, clay lumps, brush, weeds, litter, and free of roots, stumps, stones larger than 1", and other extraneous or toxic material harmful to plant growth.
 9. All areas disturbed during construction and indicated as "TURF" shall be seeded unless indicated otherwise on the plan. Seed shall be Coe's Sunny Mix or equivalent.
 10. All plants to receive 3 year slow release fertilizer packets (or equal) at a rate of 2 per caliper inch of tree and 3 per shrub.
 11. Guarantee all plant material for a period of one year.
 12. Water all plantings immediately after installation and maintain until project is accepted as complete by owner.
 13. All planting bed shall have 3 inch shovel cut edges unless noted otherwise on the plan.
 14. Plants shown on the plan are indicated as mature size.





SITE BOUNDARY LINE = 367'-6"

SITE BOUNDARY LINE = 80'

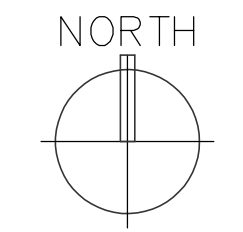
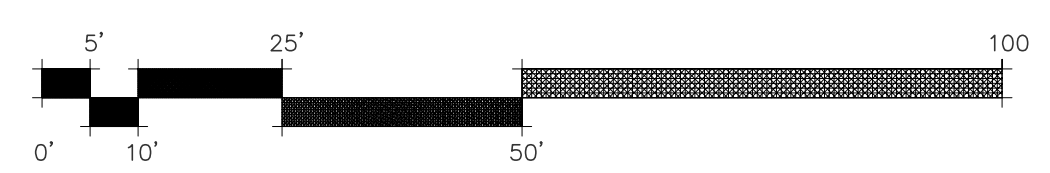
SITE BOUNDARY LINE = 120'

SITE BOUNDARY LINE = 277'-10"

SITE BOUNDARY LINE = 595'

ELECTRICAL SITE PLAN

SCALE: 1:20



DXF file created by LitePro 2.030 on 4/18/2013 11:40:07 AM

CALCULATION SUMMARY									
AREA NAME	DIMENSIONS	GRID / TYPE	# PTS	SPAC	GROUP	AVE	MAX	MIN	
Parking 3 lamp	659.60x437.70ft	New Grid / H-H	1315	10.00	<+>	1.91	16.77	0.11	

Center 50 LUMINAIRE SCHEDULE						
TYP	SYMBOL	DESCRIPTION	LAMP	LUMENS	MOUNTING/BALLAST	LLF QTY
A2		Spaulding (2) 'A' AL-H40-V4-F-HS	(2) M-400/BU	36000		0.67 6
A3		Spaulding (3) 'A' AL-H40-V4-F-HS	(3) M-400/BU	36000		0.67 6

AREA SUMMARY SCHEDULE					
AREA NAME	I/O	DIMENSIONS	LUMS / <ASMS>	WATTS / SQ FT	QTY
Parking 3 lamp	OUT	659.60x437.70ft	<A2 > (6) <A3 > (6)	0.05	1

3-15-2013
5-6-2013
ISSUED FOR FACADE BIDS
ISSUED FOR CITY APPROVAL

PROJECT NO.
212120
DRAWN BY:
APS
DATABASE:
212120rev5.DB

SHEET NO.
SE1
OF SHEETS

PROPOSED IMPROVEMENTS FOR:
CENTER 50
4623 75TH STREET
PLEASANT PRAIRIE, WI.

PATRICK C. HARRIS, ARCHITECT
HARRIS ARCHITECTS INC., CONSULTANT
4801 DIXSON AVENUE PALM BEACH, FL 33409
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AL

Alaire

CAST LUMINAIRES



- Architectural, one-piece, die-cast aluminum housing with nominal .125" wall thickness; Contour lines and radius corners complete unique design; Heat dissipating fins on top rear side maximize ballast life
- Die-cast aluminum door hinges to housing and secures with two, captive screws; Clear, convex tempered glass lens and door seal to housing with one-piece extruded silicone gasketing; Optional flat glass door
- Specular, anodized aluminum, segmented reflectors for vertical lamp provide Type III, IV, or V square light patterns; IESNA Full cut off lighting classification achieved with flat lens; Type III and IV reflectors are field rotatable
- Die-cast aluminum arm features access door to facilitate installation; Wall mount available with cast aluminum bracket and arm
- Reduced-envelope lamp required for 1000w; Mogul porcelain socket, pulse-rated, with spring-loaded, nickel-plated center contact and reinforced lamp grip screw shell
- CWA type ballast, HPS, starting rated at -20°F (-40°F for HPS); Ballast components mount to removable Flow-Pan[®]
- Durable Lekrocote[®] TGIC thermostat polyester powder coat paint finish assures long life and maintenance-free service
- Listed to UL1598 for use in wet locations
- IDA fixture seal of approval

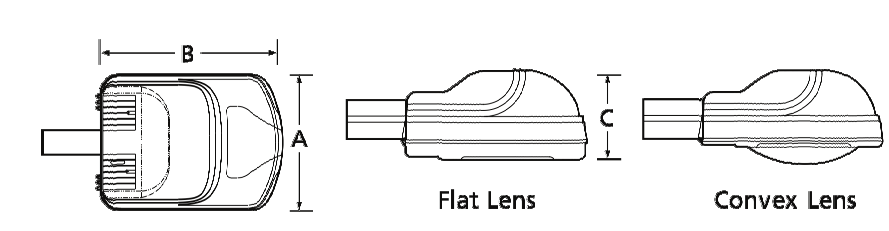
ORDERING INFORMATION

AL - A - [] - [] - [] - [] - [] - []

SERIES	LAMP ORIENT./DISTR.	LENS	OPTIONS
AL Alaire	V3 Vert. III - segmented V4 Vert. IV - multi-piece V5 Vert. V - segmented	F Flat C Convex	W(X) Wiring grip (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) F(X) Fixing (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) PR(X) Photo cell photocell (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) QZ Quartz restrike with lamp HS Internal house-side shield (V3, V4 reflectors) VG Polycarbonate vandal guard L Lamp
MOUNT	SOURCE/WATTAGE	VOLTAGE	COLOR
A Arm mount (arm not included, order separately)	METAL HALIDE H1K 1000w (8F-37) PULSE START METAL HALIDE P40 400w (E9-37) P45 400w (E9-37) P75 750w (8F-37) P1K 1000w (8F-37) HIGH PRESSURE SODIUM S40 400w (E8-18) S75 750w (8F-37) S1K 1000w (E8-37)	Q1 Quad-Tap 120/208/240/277V S 480V T1 Tri-Tap 120/277/347V	DB Dark Bronze BL Black WH White GR Gray PS Platinum Silver RD Red (premium color) FG Forest Green (premium color) CC Custom Color (consult factory)

1. Factory wired for highest voltage unless specified
2. Required for 90° configurations
3. Flat lens configuration only

SEE PAGE 613 FOR ACCESSORIES



	A	B	C	EPA	Weight
AL-Convex	22 3/4"	30 9/16"	15 7/8"	2.4 m ²	76 lbs., 34.4 kg
	578 mm	776 mm	403 mm	0.2 m ²	
AL-Flat	22 3/4"	30 9/16"	14 7/8"	2.4 m ²	76 lbs., 34.4 kg
	578 mm	776 mm	378 mm	0.2 m ²	



588

ARM LOGIC (order separately)

SERIES	LUMINAIRE SHAPE	ARM LENGTH	POLE SHAPE	COLOR
ARM Rigid arm	A Alaire	5 5" Arm (87A = 0.22 ft., 4.0 lbs) (0.02 m ² , 1.8kg) 10 10" Arm (87A = 0.44 ft., 6.5 lbs) (0.04 m ² , 2.8kg)	#1 DRILL PATTERN S Square R4 Round straight (4.5") R5 Round straight (5") R6 Round straight (6") #2 DRILL PATTERN T2 Round tapered (2.5") T3 Round tapered (3") T3S Round tapered (3.5") T4 Round tapered & straight (4")	DB Dark Bronze BL Black WH White GR Gray PS Platinum Silver RD Red (premium color) FG Forest Green (premium color) CC Custom Color (consult factory)

SITE LIGHTING FIXTURE SCHEDULE	
A2	(2) SPAULDING #AL-H40-V4-F-HS, SINGLE 400 WATT PULSE START METAL HALIDE LUMINAIRE, WITH FLAT GLASS, HOUSE SHIELD AND HORIZONTAL TYPE III DISTRIBUTION, FIXTURE MOUNTED ON A 20'-0" HIGH, 5" SQUARE STRAIGHT STEEL POLE #SSS-15-50-7-AX-DB WITH 6" RIGID ARM, FINISH TO BE DARK BRONZE, VERIFY COLOR SELECTION W/ARCHITECT PRIOR TO ORDERING. LUMINAIRE TO HAVE MULTI-TAP BALLAST WIRED FOR 208V.
A3	(3) SPAULDING #AL-H40-V4-F-HS, SINGLE 400 WATT PULSE START METAL HALIDE LUMINAIRE, WITH FLAT GLASS, HOUSE SHIELD AND HORIZONTAL TYPE III DISTRIBUTION, FIXTURE MOUNTED ON A 20'-0" HIGH, 5" SQUARE STRAIGHT STEEL POLE #SSS-15-50-7-AX-DB WITH 6" RIGID ARM, FINISH TO BE DARK BRONZE, VERIFY COLOR SELECTION W/ARCHITECT PRIOR TO ORDERING. LUMINAIRE TO HAVE MULTI-TAP BALLAST WIRED FOR 208V.

PROPOSED IMPROVEMENTS FOR:
CENTER 50

4623 75TH STREET

3-15-2013
5-6-2013

ISSUED FOR FACADE BIDS
ISSUED FOR CITY APPROVAL

PROJECT NO.
212120
DRAWN BY:
APS
DATABASE:
212120rev5.DB

SHEET NO.
SE2
OF SHEETS

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