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

AGENDA

- 1. Call to Order.
- 2. Roll Call.
- 3. Consider the Minutes of the April 22, 2013 and Plan Commission meeting.
- 4. Correspondence.
- 5. Citizen Comments.
- Old Business
 - A. 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.
- 7. New Business.
 - 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.
 - 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.
 - 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.
 - 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.**
- 8. Adjourn.

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

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

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

April 22, 2013

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on April 22, 2013. Those in attendance were Thomas Terwall; Michael Serpe; Donald Hackbarth; Wayne Koessl; Andrea Rode (Alternate #2); Jim Bandura; John Braig; and Judy Juliana (Alternate #1). Larry Zarletti 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.

	nunity Development Director; Tom Shircel, Assistant Village Administrator; and Peggy Herrick ant Zoning Administrator.			
1.	CALL TO ORDER.			
2.	ROLL CALL.			
3.	CONSIDER THE MINUTES OF THE MARCH 25, 2013 AND APRIL 8, 2013 PLAN COMMISSION MEETINGS.			
Judy J	uliana:			
	Move to approve.			
Wayn	e Koessl:			
	Second.			
Tom 7	Terwall:			
	IT'S BEEN MOVED BY JUDY JULIANA AND SECONDED BY WAYNE KOESSL TO APPROVE THE MINUTES OF THE MARCH 25, 2013 AND APRIL 8, 2013 PLAN COMMISSION MEETINGS AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.			
Voice	s:			
	Aye.			
Tom 7	Terwall:			
	Opposed? So ordered.			
4	CORRESPONDENCE			

5.

CITIZEN COMMENTS.

Tom Terwall:

If you're here on an issue that's listed on the agenda as a matter for public hearing, we would ask that you hold your comments until that public hearing is held so that we can include your comment as a part of the official record. However, if you're here for an item that's not a public

	hearing, or you want to raise an issue that's not on the agenda, now would be your opportunity to do so. 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
Tom 7	Terwall:
	Items A and B are going to be pulled, is that correct Jean?
Jean V	Verbie-Harris:
	Yes, we need to take them off the table and then I will just have a few comments to make.
Tom 7	Terwall:
	Okay, we need a motion to remove from the table.
John H	Braig:
	So moved.
Jim Ba	andura:
	Second.
Tom 7	Terwall:
	MOVED BY JOHN BRAIG AND SECONDED BY JIM BANDURA TO REMOVE ITEMS A AND B OF OLD BUSINESS FROM OFF THE TABLE. ALL IN FAVOR SIGNIFY BY SAYING AYE.
Voice	s:
	Aye.
Tom 7	Terwall:

Opposed? So ordered. Go ahead, Jean.

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

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

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, these are two items that are interrelated. They're the request of James Ablan, agent for Center 50, LLC. He's the owner of the Town N Country Shopping Center which is located just south of Highway 50 between 45th and 47th Avenues. He has been working on plans to remodel and renovate the entire Town N Country Shopping Center. And so he had initially submitted some detailed site and operational plans, and he was also requesting a planned unit development as the existing building was built in '59 prior to our zoning. And as such the building is a legal nonconforming structure.

What's happening, however, is as he gets further and further into this old building he is finding more and more things he needs to correct inside that building in order to make it safe. Whether that has to do with the electrical or the plumbing or the fire sprinklers, the asbestos removal, there's just numerous issues, leaking ceilings and roofs. So he is really trying to regroup, and he has bid out his project. He is going to be bringing it back. But now he's trying to work more closely. And, again, whenever you're doing a significant remodel or renovation project you can always look forward to coming across many problems as you go through that.

And so at this point he is asking to remove it from our agenda, and once he gets everything kind of figured out and he can successfully say he's going to be moving forward with the new plans he would like to bring it back at a later date. And we will renotice and send out notices to the neighbors and publish the news notice as well so that everything is order as opposed to leaving it on the Plan Commission agenda.

Tom Terwall:

So our action tonight is just to remove them then, is that correct?

Jean Werbie-Harris:

That's correct. He actually sent an email and asked for it to be withdrawn at this time, and he will resubmit at a later date.

Michael Serpe:

Move to remove Items A and B.

Jim Ba	ndura:
	Second.
Tom To	erwall:
	IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JIM BANDURA TO WITHDRAW ITEMS A AND B OFF THE AGENDA. ALL IN FAVOR SIGNIFY BY SAYING AYE.
Voices	:
	Aye.
Tom To	erwall:
	Opposed? So ordered.
7.	NEW BUSINESS
Wayne	Koessl:
	Through the Chair to Jean. Are we going to take up Items A through D all at the same time as they're related and have separate votes?
Jean W	Verbie-Harris:
	Yes, I would request that.
Wayne	Koessl:
	And if so could we move Item F up right before Item E?
Jean W	Verbie-Harris:
	If the Plan Commission chooses to make that.
Wayne	Koessl:
	I'll make a motion to move Item F up.
Tom To	erwall:
	Ahead of Item E?
Wayne	Koessl:
	Ahead of Item E, yes.

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And discuss A through D at the same time, is that correct?

Wayne Koessl:

Yes, with separate votes.

Tom Terwall:

MOVED BY WAYNE KOESSL AND SECONDED TO TAKE ITEMS A THROUGH D FOR ONE PRESENTATION WITH SEPARATE VOTES FOLLOWED BY ITEM F, AND ITEM E WILL BE THE LAST ITEM ON THE AGENDA. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- A. PUBLIC HEARING AND CONSIDERATION RESOLUTION #13-05 TO AMENDMENT THE VILLAGE 2035 COMPREHENSIVE PLAN for the request of Jonah Hetland of Mills Enterprises LLC, owner, to amend a portion of the Village of Pleasant Prairie 2035 Comprehensive Land Use Plan Map 9.9 to remove the Urban Reserve Designation from the property located at the northwest corner of STH 50 and 91st Avenue (the underlying community commercial land use designation will remain); and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.
- B. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AND DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND EASEMENT for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue for the proposed development of Goddard School, an 8,251 square foot pre-school/daycare facility.
- C. PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS for the request of Jonah Hetland of Mills Enterprises LLC, owner of the vacant property generally located at northwest corner of STH 50 and 91st Avenue to rezone the property from B-2 (UHO) Community Business District with an Urban Landholding Overlay District to B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. In addition, the petitioner is requesting a Zoning Text Amendment to create the specific PUD District zoning regulations for the proposed development of said property.

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

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, these are four related items. And the first item is public hearing and consideration Resolution #13-05 to amendment the Village 2035 Comprehensive Plan, and this is at the request of Jonah Hetland of Mills Enterprises LLC, owner, to amend a portion of the Village's Comprehensive Plan and to remove the urban reserve designation on the property. This property is located at the northwest corner of Highway 50 and 91st Avenue. The underlying community commercial land use designation will remain. And then also this will involve the updating of Appendix 10-3 of the Comprehensive Plan to include the amendment.

The next item is Item B, again, related to this item. And this is a public hearing and consideration of a conditional use permit including site and operational plans and a digital security imaging system agreement and easement also at the request of Jonah Hetland of Mills Enterprises, LLC, again, for that vacant property at the northwest corner of Highway 50 and 91st Avenue. Specifically this project is for the development of the Goddard School which would be an 8,251 square foot pre-school/daycare facility.

The next is a public hearing and consideration of a zoning map and zoning text amendment, again, at the request of Mills Enterprises, LLC. This would be to rezone that property from B-2 (UHO) Community Business District with an Urban Landholding Overlay District to the B-2 (PUD), so it would result in a Community Business District with a Planned Unit Development Overlay. in addition, the petitioner is requesting a zoning text amendment to create a specific PUD District zoning regulations for the proposed development of the property.

And then finally with respect to this project the request is from Jonah Hetland of Mills Enterprise, LLC, owner of that same property at the northwest corner of 50 and 91 for the approval of a development agreement for the installation of public sidewalks and associated landscaping within the right of way of 91st Avenue and to modify the final plat for the Westfield Heights Subdivision related to vision triangle easements. And then to remove an existing access easement for access to the land to the west and dedicate a new access easement for access to that vacant land.

Since this is a conditional use permit, the staff set it up with respect to findings of fact. So we'll go through these, and Peggy will move through the slides as well. As part of the public hearing record the Village staff has compiled a listing of findings, exhibits and conclusions regarding the petitioner's request for a conditional use for a proposed pre-school/daycare facility and as presented in your staff packets.

Under the findings:

- 1. The petitioner is requesting several approvals for the development of a 56,784square foot site, it's a 1.3 acre site. It's known as Lot 20 of Westfield Heights Subdivision located at the northwest corner of 91st Avenue and State Trunk Highway 50 or 75th Street). It's further identified as Tax Parcel Number 91-4-122-054-0320. It's for the proposed development of the Goddard School, an 8,251 square foot facility for children ranging in age from six weeks to six years of age. See Exhibit 1 is a copy of the application, plans and related documents.
- 2. The property is zoned B-2 (UHO), Community Business District with an Urban Landholding Overlay District. As discussed below the UHO is proposed to be removed and a PUD or planned unit development be added as an overlay. The B-2 District allows, with approval of a conditional use permit, the daycare facility.
- 3. The Goddard School is a national early childhood care and education facility. Every franchise school is co-led by an on-site owner and education director who work together to implement the developmental and learning curriculum established by Goddard Systems, Inc. The facility educates and cares for infants, toddlers and preschool children ranging from six weeks to six years of age. The school provides safe and secure classrooms of strictly limited capacities, as well as providing age defined, enclosed play areas as shown on our site. Parents are required to escort their children through the secure building to the care of their teacher, and pick them up at the end of the school day. Adult admission to the building is pre-arranged, overseen by facility staff and further confirmed by fingerprint recognition security equipment. The facility is not open during the evening or on the weekends. Pursuant to their application, there is currently a great demand for quality early childhood care and education in the area, and this facility is meant to serve this population. Being a nationally operated school, there are a number of facilities throughout northern Illinois. In the State of Wisconsin, there is only one other facility and that's in Brookfield. Goddard sees the Pleasant Prairie site being of great value to better serving southeast Wisconsin, and views Pleasant Prairie as an ideal location.
- 4. Goddard School Pleasant Prairie proposes an 8,251 square foot school building based on their prototype. It is anticipated that at full capacity there would be 132 children at the facility. The facility includes nine classrooms with restroom facilities and with direct access to an outside fenced play area; two office areas on either side, a secure entry vestibule; a kitchen area, staff area and restrooms within the center of the building. Two of the classrooms for children 6 weeks to 12 months and 12 months to 18 months would have a kitchenette within their classroom. There is no general purpose or general assembly space within the building. Outside, there are two separate fenced playground areas, and the children access the fenced area, again, directly from their class.
- 5. The hours of operation are 7:00 a.m. to 6:00 p.m. weekdays. They're closed on weekends and holidays. It is anticipated that the facility will be completed in January of 2014. It is anticipated that there will be a total of 30 full-time and part-time employees with 20 employees at full capacity on site at any one time. Employees are likely to work the following shifts: 7:00 a.m. to 4:00 p.m., 8:00 a.m. to 5:00 p.m. and 9:00a.m. to 6:00.

- 6. The minimum amount of on-site parking spaces required per the Village ordinance is two spaces plus one space for every employee on the maximum shift. A paved, unobstructed pickup space with adequate stacking area shall be provided in addition to standard driveway and parking requirements, or one space for every six children. A safe pedestrian walkway system through the parking area to the building entrance, with a safety zone a minimum of 15 feet in width between parking spaces and the front of the building entrance shall be provided in addition to standard driveway and parking requirements. In addition, the required number of handicapped accessible spaces are per the State building code. The plans indicate 34 parking spaces including two handicapped accessible parking spaces adjacent to the main entrance. This is an ideal number for Goddard School. They have commissioned parking engineers to provide studies on existing prototype schools indicating that their parking counts have never exceeded the minimum requirements of 30 spaces. This is primarily due to the staggered attendance times of different ages of children and the employees. While there is a spike in the beginning and at the end of the day, the 34 parking spaces will serve their needs. This was of some concern initially by the staff just because 91st Avenue would not be appropriate for parking. So we just wanted to make sure that they had adequate parking on their site.
- 7. The site is proposed to be landscaped with additional trees and plants within the right-of-way of 91st Avenue in order to provide the required pumper pad area for the Fire & Rescue Department to be located adjacent to the retaining wall which is set back one foot from the property line adjacent to a portion of 91st Avenue. Initially there was some discussion of trying to get the pumper pad adjacent to 91st Avenue off the right of way, and that just wasn't working with respect to the amount of traffic that can come down 74th Street from 88th Avenue from PDQ or from the vet clinic. So this really seemed to be the safest and best way to accommodate the pumper pad on the site and the adequate parking. And then we allowed a little bit closer setback but with additional landscaping.
- 8. The property owner and all of the abutting and adjacent property owners within 300feet were notified via U.S. Mail on March 22, 2013, and notices were published in the *Kenosha News* on April 8th and April 15th, 2013 for the public hearing related to the conditional use permit. In addition, the petitioner received a copy of this Village staff report via e-mail on April 19, 2013.
- 9. According to the Village Zoning Ordinance, the Plan Commission shall not approve a conditional use permit unless they find after viewing the findings of fact, the application and related information presented at the hearing this evening and in their packets and the project as planned does not violate the intent and purpose of all Village ordinances and meets the minimum standards for granting of the ordinance. In addition, the Plan Commission shall also not approve a site and operational plan unless they find in their decision, again, that that same information coupled with the satisfactions of conditions of approval will comply with all applicable Village ordinance requirements as well as any pertinent County, State, federal or other licensing or building permit requirements or zoning requirements for the site.

Now, that's the conditional use permit. Again, I'll go through the other elements. The 2035 Comprehensive Plan, Plan Commission Resolution 13-05 in your packets would need to be modified. As you know, on December 19, 2009, the Board adopted the Village's

Comprehensive Plan. The Comprehensive Land Use Plan sets forth generalized land use designations if the Village, and we need to make sure that we're consistent with respect to any approvals by the Plan Commission and the Board to that Comprehensive Plan. The development of this property will require the property to be rezoned to remove that UHO, that Urban Landholding Overlay District. And so we intend to remove that Urban Reserve designation from the Comprehensive Plan now that we have detailed plans for this particular site. In addition we'll be amending the Appendix 10-3 to include the amendments that we're discussing.

Next is the zoning map and text amendments. As I indicated, the property is zoned from B-2, Community Business, and it's got a UHO overlay. We are proposing a PUD or a Planned Unit Development overlay. And this will address very specific zoning regulations or modifications to this particular property. The PUD ordinance is being created for this property with the intent that when two other properties, 19 and 21, and again those are the next two, one to the north/northeast and one directly to the east of 91st Avenue, when and if they're developed it's possible that we could just amend the Planned Unit Development for any specific variations or modifications that may be needed.

So this is the PUD ordinance being created, again for these properties. The following dimensional variations to the B-2 District have been requested and are being supported by staff as it relates to this project. The first is they are proposing the development of the Goddard School on a 1.3 acre parcel wherein typically the ordinance would require a two acre parcel. The building setback of 20 feet from the side or the west property line wherein a typical 30 foot setback is required. A ten foot setback to the west property line and a one foot setback to the east property line for the pumper pad area, and ten feet from the parking area wherein typically a 20 foot minimum would be required.

And, finally, based on the site and the configuration, we are supporting a detached garbage enclosure. And that is actually located directly west of that bulb of the entrance. Again, it would not work to attach it to the building because really the only place you could attach it would be on the front area, and that was not appropriate. And on the east area we didn't want to encumber the walkable area adjacent to the parking for the parents to get to the front of the building. So what we've done is we're recommending that that bulbed area that there be additional landscaping put in that area, landscaping on either side as well, and then specifically this detached dumpster enclosure needs to be complementary to the building, and then the dumpster doors will have to be secured at that location at all times and locked and secured basically. And they will blend in with the building as well.

One of the other things that the Village looks for when PUDs are granted or considered to be granted by the Village is development agreements need to be put together as well as we'll be looking at a digital security imaging system. So there are a couple of additional things that are addressed in the PUD and the first is that development agreement. As part of the development agreement and as part of the required community benefit for the project, the Village will require public sidewalks to be installed within the right-of-way from the curb cut at Highway50 and through the driveway on the site all the ay up to the edge of their property line.

The five foot wide concrete sidewalk will be located five feet from the back of curb, and the four existing street trees that are currently in that proximity will need to be relocated still in that parkway area adjacent to the sidewalk. Also, additional landscaping within the right-of-way adjacent to the pumper pad and the retaining wall will be required. And we are looking for a little

bit denser, at least in explanation of the little denser landscaping in that bulbed area to screen the garbage dumpsters as you're coming down 91st Street from the east. Contractors estimates and insurance certificates will need to be provided to the Village and will be exhibits to the development agreement. Again, whenever there's public related improvements on a private site, sidewalk, street trees, they are secured by a cash deposit or a letter of credit, and that amount is released after the improvements have been completed, installed and inspected by the Village. And they're subject to a one year warranty.

The affidavit of correction of the final plat for Westfield Heights Subdivision has been prepared to reduce the vision triangle. There has been some discussion between the owners and the Wisconsin DOT, and as you can see on the slide the upper part is really the vision triangle that's needed. And there was a much greater vision triangle that was originally shown. So they've made that modification, and a right-of-way plat adjustment basically to the plat has been prepared. So as you can see the triangles are much smaller in these two locations. Again, this is 91st, 74th Street and Highway 50.

Next, a plat correction document to vacate the existing 24 foot wide cross-access easement on Lots 19 and 20, and adding a 30 foot wide cross-access easement is being proposed. So there was a cross-access easement through the property. A new cross-access easement is actually being provided. It will extend from 74th Street and then north of their property, and then it will allow this property right here, a future commercial property, to access 91st Street. There was some discussion initially in allowing the cross-access to come through, but the concern was if this would be a very active commercial development bringing all that traffic through the parking lot of a daycare facility when parents are dropping off and kids are getting into cars it really just didn't seem to be very practical. So as a result we've identified the cross-access easement to kind of go north just outside of their fenced area. And it's wide enough, it's a 30 foot wide easement to allow for a 24 foot wide pavement plus utilities on either side to get to that site that's owned by a local doctor in town.

The next item that deals with community benefit for the Planned Unit Development is the digital security imaging system known as a DSIS. And we have put together a digital security imaging system agreement as well as an access easement, a blanket easement on the site. Pursuant to Chapter 410 of the municipal ordinance the development is required to comply with the security ordinance. The DSIS will afford the opportunity for the public safety departments such as the Village Police Department and the Fire & Rescue Department to visually examine commercial establishments and their sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers.

So basically on the exterior of the building, this does not include any cameras inside the building, that's a private matter for the user, but this would address cameras on the outside of the building that focus in on the entrances to the site as well as entrances and exits to the building, the public areas on the site. This is a system for this project that will be owned and operated by Goddard School Pleasant Prairie. It's not going to be owned or operated by the Village. The Village will have the right but not the obligation to be able to access that system or to work with the owners in the event that it's not being kept up or operational. The Village would have the right but not the obligation to do that work on behalf of the owner. And then we have the right also to assess that property owner for any costs or charges that we may accrue in maintaining that system. But it's

not the intent for the Village to own or operate this system. Again, it would stream live information back to the police station.

I think that's it. So, again, there are four items before the Plan Commission tonight, one project. We will require separate action on each of the four items, but these items are a matter for public hearing. There are representatives here from Goddard School as well as from Mills Enterprises, and I'd welcome them to make any comments at this time before the Plan Commission and the audience.

Tom Terwall:

Give us your name and address, sir, to begin would you please?

S.R. Mills:

Certainly. S.R. Mills, 4011 80th Street, Kenosha, Wisconsin. Here this evening on behalf of Bear Development and Mills Enterprises, as well as Jonah Hetland from Construction Management Association, my father Steve Mills from Bear Development. Dave Carbo from Partners in Design who are the architects of records, as well as Sarah Hall from My Sunshine Real Estate, LLC who will be the eventual owner just to shed a little light on the relationships here. Bear Development Mills Enterprises currently owns this site. We have the site under contract with Sarah Hall's company, My Sunshine Real Estate. Bear Development has been hired to development and Construction Management Associates to build the site on behalf of the eventual owner Sarah. Sarah she's a franchisee with Goddard Schools. She's gone through their training, and we have worked with Goddard in great detail to come up with the plan, the operational plan as well as the safety plan. And she will be, again, the owner of this site after we sell the land assuming we proceed. Here to answer any questions.

Don Hackbarth:

Is she going to live onsite?

S.R. Mills:

Is she going to live onsite? I don't think she's going to live onsite.

Jean Werbie-Harris:

No.

S.R. Mills:

But certainly here to answer any questions this evening that you might have. Thank you.

Tom Terwall:

This is a matter for public hearing. Is there anybody wishing to speak on this matter? Anybody wishing to speak? Anybody wishing to speak? Seeing none, I'm going to open it to comments and questions from Commissioners and staff. Mike?

Michael Serpe:

A question for you on security on the building. The entry to the building the front door is going to be open all the time, unlocked?

S.R. Mills:

Correct, and I'm going to -- Sarah, correct me if I say anything wrong here because this is really her field of expertise at the operations. But the front door will be open, the second door will be locked. My understanding is the reasoning so people can get out of the rain. Then there is a fingerprint and also ability to get in if you're a parent if for some reason the office area that is glass, you can see through the office area, if somebody's not there at that particular moment you can put your thumb print on and get in.

Michael Serpe:

Sounds good, thank you.

S.R. Mills:

Certainly.

Tom Terwall:

Anybody else? I think with the evidence we saw in this past week the DSIS is definitely needed, absolutely needed. Go ahead, Wayne.

Wayne Koessl:

Through the Chair to Mr. Mills. There are comments and recommendations by the Village staff on all four items. Are you aware of them and do you approve of all of them?

S.R. Mills:

Yes.

John Braig:

According to the construction materials that we see here, is that building totally brick or is it just a veneer in the front?

S.R. Mills:

It is totally brick.

Don Hackbarth:

I would like to know how the police department monitors the DSIS system.

Jean Werbie-Harris:

There is the cameras that are outside, whether they're mounted on the building or mounted on the light standards, they are cameras that are an evening camera, they work in the evening as well as during the day, they stream live back to the police department to the dispatch area. And so it's a live web connection. And so there are a series of television screens at the police department. They are not 100 percent monitoring any one camera of any site at any one time. Because they change periodically. But if there are concerns, incidents, a call in, a 9-1-1, anything like that, they can immediately bring up all of those cameras on that particular site so that they can quickly assess what's going on with respect to the vehicles, the people, what's going in and out of the site. So depending on exactly the cameras that they are selecting.

And we actually updated our DSIS ordinance about two weeks ago. So with respect to not specking specific camera types anymore, but just specking the type of technology that we need to have so that we need to be able to see a certain picture of a certain resolution. Because the camera technology is changing all the time. And so they just need to make sure that they meet those. They have a DVR that will be onsite. It will be locked in either an office or a closet or a place that's accessible only by the owner or their manager onsite. So it's not accessible to the general public. They have to make sure that their DVR records a minimum of two weeks of video for their particular site.

There's been a lot of research that has been done by our IT department with respect to what's needed, and we actually have proven time and time again exactly how valuable that this DSIS has been not only for a particular site but also for sometimes the off site camera viewing that actually occurs. So it's just been very valuable.

John Braig:

I'd like to add a comment to that. At my son's place of employment recently someone slashed tires. Took about five minutes to nail them.

Michael Serpe:

We need approvals?

Tom Terwall:

The first thing we need is a motion to approve amendment to the Comprehensive Plan.

Michael Serpe:

Move approval of 13-05.

Judy Juliana:

Second.

Tom Terwall:

MOVED BY MIKE SERPE AND SECONDED BY JUDY JULIANA TO APPROVE THE AMENDMENT TO THE COMPREHENSIVE PLAN. ALL IN FAVOR SIGNIFY BY SAYING AYE.

Voices:
Aye.
Tom Terwall:
Opposed? So ordered. Now we need a motion to recommend approval to the Village Board for a conditional use permit.
Jean Werbie-Harris:
No, actually it should read that the Plan Commission actually has final authority on the conditional use and site and operational. There's a typo in there.
Don Hackbarth:
So moved.
Michael Serpe:
Second.
Tom Terwall:
CORRECTION. MOTION BY DON HACKBARTH AND A SECOND BY MIKE SERPE TO APPROVE THE SITE AND OPERATIONAL PLAN. ALL IN FAVOR SIGNIFY BY SAYING AYE.
Voices:
Aye.
Tom Terwall:
Opposed?
Wayne Koessl:
That includes the comments and conditions outlined by staff?
Tom Terwall:
Correct.

Wayne Koessl:
Okay, then aye.
Tom Terwall:
Opposed? So ordered. Item C, a motion to recommend approval of the zoning map and zoning text amendment subject to the terms and conditions outlined in the staff memorandum.
Wayne Koessl:
So moved, Chairman.
Jim Bandura:
Second.
Tom Terwall:
IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JIM BANDURA TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING MAP AND 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. And Item D, a motion to send a favorable recommendation to the Village Board to approve the development agreement subject to the terms and conditions outlined in the staff memorandum.
Michael Serpe:
So moved.
John Braig:
Second.
Tom Terwall:

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

DEVELOPMENT AGREEMENT INCLUDING ITEMS IN THE STAFF COMMENTS. ALL IN FAVOR SIGNIFY BY SAYING AYE.

	ALL IN FAVOR SIGNIFY BY SAYING AYE.
Voices	:
	Aye.

Opposed? So ordered. It's all yours.

S.R. Mills:

Tom Terwall:

Thank you very much.

Tom Terwall:

Thank you.

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

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a request of Nate Franke, agent, on behalf of Town LakeView LLC owner of the property at 9505 72nd Avenue for approval of site and operational plans for Konecranes, to occupy 45,479 square feet of the building for the engineering and assembling of electrical control panels.

The petitioner is requesting approval for Konecranes to occupy the 45,749 square feet of the 60,256 square foot building located at 9505 72nd Avenue for the purpose of engineering and assembling electrical control panels for a portion of the their crane assembly business. Konecranes is a world-leading group of Lifting BusinessesTM, serving a broad range of customers, including manufacturing and process industries, shipyards, ports and terminals.

The property is zoned M-2, General Manufacturing District, and no exterior site modifications are being proposed. Pursuant to the application the 45,749 square foot area is being classified as an occupancy type factory group F-1 which is a moderate hazard pursuant of the Chapter 3 of the 2006 International Commercial Code. Therefore this use is a permitted use in the M-2 District.

A total of 37 to 40 full-time employees will be employed on site between the hours of 6:00 am and 5:00 p.m. five to six days per week. It is estimated that there will be four to eight truck trips per day entering and leaving the site. The site has 85 existing parking spaces including four handicapped accessible parking spaces which will provide the adequate parking for the 37 to 40 employees. This business is relocating from Gurnee, Illinois and intends to be operational by August 1, 2013.

With that, I would like to introduce Nate Franke to then introduce the representative Carl Walters from Konecranes. And then we also have a video that we would like to present to you to learn a little bit about their operations.

Nate Franke:

Hi, Nate Franke, Zilber Property Group, 9560 58th Place, Kenosha, Wisconsin. And on behalf of Zilber Property Group I'd like to thank the Plan Commission and Village staff for their review of the request. We've got Carl Walters from Konecranes here to answer any questions that you may have. And our architect is on hand as well.

Tom Terwall:

Thank you. All yours, sir.

Carl Walters:

Good evening. My name is Carl Walters. I'm Vice President and General Manager of we call it CAE Electrics. That's a division of Konecranes currently located in Gurnee, Illinois. What I'm here to do tonight is give you a little overview of our company and what we do. I've got a short PowerPoint presentation and then a short video after that showing a very cool piece of equipment that we recently delivered.

Once again, my name is Carl Walters, Vice President and General Manager of this division. I work for a company called Konecranes. We are the largest crane manufacturer in the world. We are based out of Hyvinkaa, Finland way up there. And, yes, I do get to go there. The company started in 1933. Maybe every now and then you'll see a Kone elevators around here and escalators. That's how the company started. They branched off in I think it was the '40s into overhead lifting. So I'm going to give you a little brief overview of what we do here.

These are the products and services the company does. Starting up on the upper left hand corner we do manipulators, use a lot of these in the automotive industry for holding parts so they can put them right into the jig. Light lifting systems which is small overhead. I should back up for one second. When I say overhead cranes these are not the cranes you see on the side of the road or on buildings with the big booms on track. These run inside buildings normally, and they run on track. Light lifting systems. The capacities usually go up to around two or three tons. Light manufacturing, stuff like that. Standard duty cranes, kind of a configurated cranes very common here. Those usually go up to 30 or 40 tons. The heavy duty cranes those are when you really get into the big ones. Those things can go up to 500 or 600 tons that lift.

The next three in the middle row there is all for the port industry, yard cranes. As they containers come in off the ships those things will pick them up and move them up and down the rows. Straddle carriers, that can actually pick up the container and move it around in circles. And then you have the big ship to shore cranes that actually unload the containers off of the ship. The next one there is a Goliath shipyard crane. These things are used to basically build the ships. You'll see a video on this one at the end here.

Nuclear cranes, quite a big industry on that. The company has recently outreached into forklifts and reach stackers. Those things we do normal forklifts plus reach stackers into ports also can

pick up containers. Service and modernizations, we have hundreds of service branches throughout the Americas to serve local areas. And the most recent endeavor is machine tool service. That's a whole other division maintaining, servicing and selling machine tools. Trying to be an all encompassing provider for industry.

Our company on the map the company is divided into three regions, the Americas, Europe and Asia. Headquarters in Hyvinkaa, Finland. That's the big one. Our region Americas headquarters in Springfield, Ohio which is right between Dayton and Columbus. And then you have Shanghai over in Asia. And you can see all the service branches that we have there.

Our company in numbers this is as of the end of 2012 we have 12,100 employees, 626 locations, active in almost 50 countries and expanding. Equipment is 61 percent of our sales. Service down there is 39 percent of sales. You can see the amount of service calls we do a year. The maintenance contracts what we try to do in the service industry is go into a company, they may have many different cranes in there, we'll sign a contract with them, it's usually a yearly thing, we'll go in there and we service it, do the periodic OSHA inspections and do all the repairs for those things. Last year we did 2.17 billion euros in sales.

Our presence in Wisconsin, I figured I'd put this up there. I am from Wisconsin. We are moving up from Gurnee, Illinois. Back in 2007 Konecranes acquired P & H. Some of you may know that, so they are now a part of us. A lot of the groups that are in Wisconsin right now are carry overs from that acquisition. Up in Oak Creek, Wisconsin we have the heavy duty crane engineering and estimating group, so all the big cranes which are manufactured down in Houston, Texas a lot of that staff still resides up in Oak Creek. We have the parts group. Parts group is about \$80 million for us. We sell crane parts for all different makes of cranes. And we also run accounting and finance up there.

Out in New Berlin we run the nuclear group, modernizations groups. They'll take a big crane and turnkey the entire thing to modernize it. They'll rip it right down to the steel structure and put all new electrics and stuff like that on there. Out in Watertown, Wisconsin we have a machine shop and assembly out there. And Waukesha and Appleton, Wisconsin we have service branches.

CEA Electrics Factory that's us, that's what I run. We're currently located in Gurnee, Illinois. Our responsibility is to be the sole electric supplier for North and South America. So any other groups need any electrics, panels builds, electric parts, that will all come through us. We handle sales through there, engineering, manufacturing, after market support. We currently have 36 employees 4 of which are temporary. We try to keep that as minimal as possible. You can see the average salaries a year. They're not bad jobs. Sales \$45,000, engineering about \$65,000, production is around \$15.50 average.

Our 2013 projected sales is about \$17 million. We've been averaging, our growth on average is about 15 percent a year. Three years ago I think we were at 40 percent growth in one year. So we're actually busting out at the seams down in Gurnee. And generally adding about three to four employees per year. The picture on the right there that is what's called a coker crane. And the petrol industry moves the raw coke back and forth. These are severe duty cranes, they're constantly run, and Konecranes has a very good product for that.

Our product offering that we offer out of my facility VFD control which is variable frequency drives, I house about I think about \$2 million worth of variable frequency drives. When these

cranes go down they need to get up and running as fast as absolute possible. You can start shutting down factories real fast if you can't move material. Our engineering capabilities we do a lot of PLC and HMI technology. HMI for those of you who don't know is touch screen stuff telling the thing what to do. Smart features which we call sway control, skew control, sway control is where we can actually load, the pendulum will not swing at all even as you're starting and stopping this crane. All algorithms inside the variable frequency drive. Skew control as the thing is going down the track it doesn't go side to side. It automatically adjusts to keep it straight.

I do a lot of automation. That is a growing, growing thing for overhead cranes. And regen control which is one of the newer technologies that come out. When these cranes are stopping the motors on there are actually like generators, and we dump that into resistors. But now the technology is out there where we can dump it right back on the line and save companies money. We also run field service out of there. We have 24/7 technical support. We also have field service engineers to commission the large systems. Repairs, some of these drives can be very big and very costly. And it's much more cost effective for us to rebuild them for them, and then they can get more use out of it. Some of the real big ones we actually do right on site on the crane.

On the right hand side there you see some pictures. Up on the upper right hand one that's what we call an E house. Those are all controls inside. Basically think of a shipping container. We mount them all in there, we climate control that, pressurize it for real harsh duty applications. And down below there that's just a picture of a control panel. This is another picture of a control panel. The blue things there that you see those are the variable frequency drives. That's the bread and butter of our business right there.

What I'd like to show you real quick before I take questions is an animated video of the largest Goliath crane ever built. It was shipped late last year down to Brazil. This an animated rendering of the erection of it.

[Video Shown]

I think that was about a 1,200 ton capacity crane.

Don Hackbarth:

Where is this, where is that located?

Carl Walters:

It's in Brazil.

Don Hackbarth:

And what does it lift?

Carl Walters:

It's at a shipyard.

Don Hackbarth:

You need a bigger site.

Carl Walters:

I can tell you I won't be pulling one of those out of this facility here. Those are built overseas. Any questions?

Michael Serpe:

Yeah, I have. We're glad you're coming to Pleasant Prairie. How long were you in Gurnee?

Carl Walters:

The original company was called Drive Con. It was kind of a sole propriety who chief cook and bottle washer. He was an engineer and they did automation and VFD control for basically anything that anybody wanted. There used to be pictures of Ferris wheels and amusement park stuff there. I do believe it was about 2001 that Konecrane acquired them and kind of morphed into what we are right now.

Michael Serpe:

And you're going to close that down permanently?

Carl Walters:

Yes, that facility will be closed down.

Michael Serpe:

All employees are coming up?

Carl Walters:

Yes.

Michael Serpe:

Who do we thank for that?

Carl Walters:

Well, I've been coerced for the past year and a lot of looking. And this was just the right fit. The building was right, the location was right. I wanted to say as close as possible as I could to there because I'm about 60/40 employees Illinois and Wisconsin.

Don Hackbarth:
Will you use rail because the tracks are close?
Carl Walters:
No, everything that will go out of here will be on semi.
Tom Terwall:
The picture that had the Brewers and the Green Bay Packers and the Wisconsin Badgers is that quite a difficult thing for you Cub fans to overcome?
Carl Walters:
I think there's Cub fans back here, isn't there? I'm a Brewer fan. I live in Muskego.
Tom Terwall:
Any other questions/
Don Hackbarth:
Move approval, Mr. Chairman.
Jim Bandura:
Second.
Tom Terwall:
IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY JIM BANDURA 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.
Wayne Koessl:
Welcome to Pleasant Prairie.

Carl Walters:

Thank you very much.

Tom Terwall:

You'll be in by August 1st you think?

Carl Walters:

August 1st.

Tom Terwall:

Great, welcome.

Carl Walters:

It's got to happen because I've got to be out of there. Thank you.

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

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, Item E is a public hearing and consideration of an amendment to conditional use permit 12-10 at 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.

As part of your Plan Commission packets of information, I have included the first thing which I'm going to read which is a brief overview since November 19, 2012, and that's when the Plan Commission granted an approval of a conditional use permit, but only until May 1, 2013. In addition, the next pages in the staff memorandum just to remind you of kind of where we were back then are all of the historical findings of fact that were presented at that November 19th public hearing and at the meetings right before that as well.

And then some of the additional information that's in your packets of information are the recommendations for the conditional use permit site and operational plans. And then what I did was I highlighted in red or put in red type the various aspects of where we were with respect to satisfying all the conditions and the outstanding items that needed to be addressed for the particular project. So I'd like to begin by just presenting the brief overview since November 19, 2012. And then I'll introduce the petitioner's attorney to make his presentation and request. And then there might be some follow-up between Village staff including Mike Spence, our Village Engineer and Mike Pollocoff.

Therefore, under public hearing comments, a brief overview since November 19, 2012. A Settlement Agreement was executed between the owners of the BP Gas Station and the Village on November 19, 2012. And this is for a gasoline and convenience store that is located at 10477 120th Avenue. The agreement stipulated conditions and milestones that the owner must be in compliance with in order to allow for continued operation and the remediation of the illicit discharge from their facility. There has been progress on the remediation. The original substantial completion date was extended from April 1, 2013 to April 22, 2013. This was a result of a request by the owners' legal counsel to allow the diesel and gasoline pumps 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. This approval was granted by the Village.

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. The treatment system was started up in March without three day startup or weekly compliance testing completed.

The contractor onsite is rushing to substantially complete the building by Monday, April 22, 2013. He has indicated to the Village engineer that he pulled off the job in January because he had not been paid so this had put him behind. In addition we have had to prompt the contractor for permits and inspections. Initial requests for building permits included no plans to review. The engineer has had to remind the contractor to schedule electrical and building permit inspections.

Communication between the owners' environmental consultant and the Village and the Village's consultant Drake has been sporadic and not always timely. Village staff has not received sampling results and a required update to the site investigation plan as specified in the settlement agreement amendment. The owners' consultant Midwest changed project managers with no notice. The engineer was told that Midwest, Northern Environmental and Misurelli Construction were unaware that there was an amendment to the agreement. The third groundwater extraction well has not been constructed as of today. And, again, this memo is from last Friday, April 19, 2013. And it may be installed tomorrow-Saturday only because the engineer called the owners' counsel and reminded him that this was to have been completed as per the amendment as well as three days of testing.

Work that has been completed and it has been acceptable. However, submittal of required information has been inconsistent and, and in many instances it has had to be prompted by the Village staff and our consultant. There are copies of the settlement agreement amendment as well as exhibit of the milestone dates and the information related to when those things were completed or not completed and the gas well levels.

Since the November meeting, the DSIS agreement and easement have been executed with the Village, and the new camera system has been installed and is operational. The other exterior site work is ongoing. Also, I did receive a memo from the police department. I do need to work with the owners. There is some noncompliance with respect to the items pertaining to the security, not the DSIS, but just the basic security information for the store. And so I intend to, since I just got that email today, I intend to put them in contact directly with the police department to correct any

of those issues and violations. I also did an inspection on March 29th, and there were about 20 outstanding zoning related matters at that time. But they have been aggressively trying to get those items taken care of. I did not have an opportunity this past week to get out there to take a look at those. But I know that they've been working on them based on the people that have been calling me and what they've been doing out there.

So with that I would like to continue our discussion, our public hearing. And there is a representative here. I believe that the owner himself, his father died this morning I think --

--:

Yesterday morning.

Jean Werbie-Harris:

Yesterday morning, and he is actually on his way to India to be with his family. So he is not here but Attorney Mike McTernan is representing the petitioner.

Tom Terwall:

Did you want to add anything, Mike?

Michael McTernan:

I do. Attorney Michael McTernan, 6633 Green Bay Road, Kenosha, Wisconsin appearing in his stead, and Mr. Dixit Patel's father did pass away. He hadn't been well, but it was a shock to him, and he did board a plane last night to India. His assistant and manager that handles all the shops is here, Sophia Patel. And also here tonight to answer any questions about any of the scope of everything that has gone since the last time we were here for presentations. Environmental attorney that we have continued to work with and represent the property owner, Don Gallo from Reinhart is here. Richard from North Shore Environmental that has been onsite from all the way back to September when we brought track tanks on site and pumped down the site is here and has any information you need and all the work that was done to put in the entire system that's in place. Also, Vic and Todd Misurelli from Misurelli Construction are here to handle and answer any questions on the construction aspects of everything that has been done on site.

As you can imagine from any project that is of the magnitude that we took on and under a very tight constraint that we agreed to work under to finish everything prior to spring was very aggressive. Even when we were here in November of 2012 we were moving in a very fluid manner to come up with the terms and conditions of our agreement that would allow us to address the substantial issue at hand. And that was how to treat the contaminated groundwater that was under this site from gasoline spills that predated our ownership.

I have to applaud the contractors that have worked through an incredible winter and spring that have been able to have this system completely functional and operational several weeks ago with the last sump installed on Saturday. Which, by the way as Mike Spence knows, is sort of a fall back protection last gasp effort will grab water if it reaches that site because last fall we installed a big clay wall dam in front of the ditch to stop any water from infiltrating into the ditch. And what has happened on Saturday is prior to -- I should say several months ago when we drafted

this agreement we agreed to put in a shallow sump in the ditch line. And what was discovered and discussed with Mike Spence and the Village's experts and our experts was it would function and we could get it operational, but we would rather put in a much deeper well and re-engineer it and bring it on the south side of the clay wall in order to address any potential outfall that could happen from continuing groundwater saturation.

Granted this weather that we've had this winter, in February we had a two and a half inch rainfall in the middle of February. It was unprecedented in Wisconsin to have rain of that nature. And as we all know the amount of rainfall we had last week when the system was fully operational provided us some incredible tests of what the system can handle. The system obviously needs to be tweaked and is continuing to be tweaked. I know Mike Spence has been involved and is watching all the work that we're doing. But what is amazing and the reason we added and made a major modification to the design of adding this sump in the driveway of this clay wall was in one part we'd been watching this third well, and it has never once seen water. It's shallow and to us and the engineer said we've seen all this water flowing, we really should re-engineer and bring that sump to the other side of the clay wall to give us better protection and let it operate and grab anything that may flow to that site.

In that same context, as you can imagine, when we started pumping down this site and we saw that the minute you let water flow to eight feet it infiltrates the gravel basins underneath all the storm sewer, and it eventually runs to the ditch. Water just rises, and when it hits that level of the underground storm water it eventually just follows under the pipe and gets to the ditch. We've been monitoring it every day. Richard and his team have been onsite to pump these wells down. And as you've probably been out there you saw we had to [inaudible] of 25,000 gallon frac tanks onsite to control the water.

Well, we went from having great weather in December and January to having incredible frozen weather. And when it was time to remove the frac tanks to start installing the underground system we had these massive 25,000 gallon tanks onsite that were frozen solid with ice. So we were juggling many things in this winter. We were pumping the wells down at the same time we were pumping these frac tanks trying to de-ice them. They had propane tanks running 24 hours a day with guys onsite to just thaw these massive tanks. And we kept juggling from freezing weather to thawing weather to massive rainfalls. And then we had thawing ground and we had water moving everywhere.

There were incredible challenges on the site, but I think all in all these extreme challenges we've been faced with allowed us to on the fly in working with the Village redesign portions of this system including most recently that required the amendment is when we went to install the pumps and these sumps that had been there for decades. Richard said, you know, we're this far, and these sumps are very old. When he went to look to attach them he was very concerned, and I have some pictures here that illustrate -- I'm sorry I only have one but if you don't mind. It shows the rusted out sump that we found in the ground compared to the brand new one that's much bigger that we wanted to install. And the reason being we envisioned the system running for 10, 15, 20 years until everyone is in agreement that the site has been cleaned.

But if you can see the deterioration on that sump that was in the ground, and it's much smaller, we decided in working with the Village why don't we do more to even make this system that much better. And we put in two brand new sumps on site. With that said, though, as you can imagine we ripped up massive portions of the parking lot, and when we had these major rains the

water was flowing into these areas like mad. You can imagine in the pictures, just so you understand, we had runoff that typically would hit the parking lot and run to the catch basin and just go out to the property. And instead it was just soaking through the gravel because we couldn't pour concrete.

Luckily we've had an incredible break in weather, and Friday, Saturday and today they have reconcreted and sealed the side. All the concrete is installed. But just to give you an indication how bad these frac tanks were this is the ice that we faced when the weather hit ten below in January when we wanted to remove these tanks to start the operations of the site. And they were trying to pump water out of these tanks, and they couldn't get four feet into the hose to get it to the system that was installed and it would freeze up.

So with all that said I know that we still have a few items to address. Mike Spence is working with us and has a couple punch list items that we are working on to have this completely done. And I know the staff, fire department, and I know Jean has a few punch list items that we are addressing as they're presented to us. And we're seeking your approval to provide us until the end of May in order to have these last bit items finished so we can have a completed project for permanent approval and have our conditional use approved permanently. So with that I thank you for your time, and I seek for your approval to have these last few weeks to finish up everything that we have been doing on site and being able to bring this project to conclusion. Thank you.

Tom Terwall:

Thank you. Mr. Spence, share your counsel with us.

Mike Spence:

As Jean indicated in her opening remarks as far as what has happened since November 19th, the owner has made progress in installing a treatment system. As Attorney McTernan has indicated, though, it has been difficult. One of the things that throughout the process has been a lack of communication. A lot of the things that were accomplished were based on my prompting which I shouldn't need to do, but I did because I wanted to see it successfully completed.

Today is the date of the substantial completion, and that is the full operation of the three extraction points as well as the remediation system and the housing that houses the equipment. Everything is operating satisfactory or it is operating. They've pumped just since -- last Sunday with all the rain they've pumped about 45,000 gallons of groundwater. So the system has been operating.

The only caveats that I have at this point, number one, I was disappointed in that the system was effectively started up when they removed the frac tanks without sampling the effluent. The last sampling results that we have are from mid March. So even though the system's been operating we don't have any sampling results that indicate whether or not they've been meeting the discharge requirements. So that end when I made them aware of that we did -- Midwest has been out there sampling now as well as the Village's consultant. And we did have a three day startup when they installed the permanent pumps like a week ago, did three day sampling. And then Saturday they did install the final extraction well, and that three day sampling was completed today. So we have an operating system that is meant to address the contamination out there.

I guess my point at this juncture would be that as Attorney McTernan indicated there are a few things outstanding. There are a couple things that have to be completed in the building. We've asked for a sample port in the treatment system which I've talked to the contractor about and he will provide. There's some building related things, some fascia and some things that have to be completed. I don't consider that a violation of the substantial completion.

The last thing that I really am most concerned about is the lack of sampling results. And, again, Midwest has been out there. We're hoping to get results fairly soon. We haven't gotten the results from our sampling as well. I'm hoping that those will start showing up this week. And then finally the last thing I wanted to add which I really think is an important piece of this whole puzzle, we originally required them to do a site investigation to really determine the amount of contamination onsite. And they did do that, and they did it in accordance with the agreement. However, the results that we did see did show some potential contamination on the east side of the gas station as well as in the ditch.

So prior to the extension of the agreement and the amendment we asked for an updated site investigation plan. Because typically what you do when you find contamination you continue to move across the site so you can determine the extent. That was due on April 15th, and as of today we haven't received it. Now, I have talked with the environmental engineer, and they believe they could probably get that to us within a week. I think ultimately before everything is said and done I do want the opportunity to review the sampling results. And it's important to get the overall site investigation completed as well. I'd be glad to answer any other questions.

Wayne Koessl:

Through the Chair to Mike, Mike why would you expect any cooperation from them? They never did communication or cooperation with us from word one? All my tenure on this Plan Commission I've never seen such a botched up affair going on. Just constantly the Village has been bending over backwards, and all they do is slight us and slap us in the face. And I'm getting kind of fed up on it.

Don Hackbarth:

The first point is I don't remember it being ten degrees below zero this January. That's what you just said.

Tom Terwall:

Give us your name and address, sir.

Richard Worley:

Richard Worley, North Shore Environmental. When we were thawing out the frac tanks back in January/February which we were trying to remove off site for Misurelli to start their construction, the temperature, and I'm trying to find the exact date, it was actually negative seven to negative eleven that day. The water pumped about four feet and actually froze in the line. I tried numerous pumps, vacuum pumps, and the weather at that time was literally negative seven at the time of the pumping and nothing would flow at that time. I'm just trying to find my date here.

Don Hackbarth:

Well, I'm sure if you say it was negative seven we really trust you. But the other thing I'm concerned about is also the response time or the responses when the Village made requests. I think that's uncalled for that the responses are not timely. The other thing I'd like to know is on page number 12 there's some additional conditions. Are you aware of that and you complying with that?

--:

I would have to look.

Michael McTernan:

Page number 12 what additional conditions are you referring to? I guess I don't know.

Jean Werbie-Harris:

These are actually the conditions from November 19, 2012.

Michael McTernan:

Oh, absolutely.

Jean Werbie-Harris:

And we identified in red if they've been executed and completed, or the settlement agreement amended conditions not yet satisfied. So because it's not substantially complete.

Michael McTernan:

I know. And those are --

Jean Werbie-Harris:

So these aren't brand new conditions. The only new conditions I have would be when I did an inspection on the 29th.

Michael McTernan:

We know about those.

Jean Werbie-Harris:

And I've sent those in writing and by email to you.

Michael McTernan:

We know about those, and we're following through and plugging away and agree to these additional conditions that staff is bringing to us as we're moving ahead, absolutely. And honestly I know there's issues in connection with people being concerned that there's delays. In general sense without laying any blame on anybody is there's various technical environmental experts that are onsite making decisions and doing things and consulting with not only Mike Spence, Village electrician and inspectors, the building inspectors. Vic Misurelli and his son have been addressing anything and everything as it arises. And if there's something else that had fallen through the cracks it's quickly addressed. There's no intent on anyone to slight the Village or to tell the Village we're not responding to something that is being done. The big goal here was we need to get this site online because we have water that's throwing the site and we were trying to chase God and the weather.

Don Hackbarth:

But you know, Mr. McTernan, when the Village makes a request we do have telephones, and they could call in a timely manner and say this is what we're doing to try to satisfy your comment. There's a phone.

Michael McTernan:

And I can tell you there are countless emails and phone calls that I've made to people at the Village that aren't returned to me instantly. There's countless calls to lots of people in the Village where they have issues going on in the Village, it isn't just us. I understand that. And if a call doesn't get back to me by the end of the day I don't sit here and coming screaming to the Village Board saying we have a disaster [inaudible]. That happens in both ways of communication, not only in the request of the Village to our experts, but to our request to the Village at times that aren't called the same day. And I know that happens because people are busy and they have other emergencies. And whether or not they get back to Mike McTernan or Richard or Don Gallo it happens. I get it. I don't fault anyone for that. It's part of a major project that is chasing against God to catch the water before it keeps flowing off site.

John Braig:

Mr. McTernan, to what degree do you hold the Village responsible for delay? You're saying now that the Village doesn't answer your questions, doesn't respond to you. So I'm asking for an estimate of to what degree the Village has caused the problem.

Michael McTernan:

I know that in November when we came before this Board --

John Braig:

I want a percentage figure.

Michael McTernan:

What delay? We have not -- the criteria of what we've set forth in the agreement we met those conditions.

John Braig:

And you didn't pay the contractor. I suppose that's our fault, too.

Michael McTernan:

What's that.

John Braig:

You didn't pay the contractor.

Michael McTernan:

I don't know where that statement came from because every contractor that's been onsite has been paid. I don't know where that comment came from. I'd like to specifically know who said that a contractor on this project hasn't been paid because every contractor here, and I can bring them all up, they've all been paid.

Jim Bandura:

You've been controlling this project, though.

Mike Spence:

Could I answer that?

Michael McTernan:

What's that?

Jim Bandura:

You've been controlling this project. So you have the people, the contractors there that you can ask that question, and as far as Mike Spence goes he's just asking for simple answers for percentages and what have you. So it lies in your hands to be able to control and get all of these answers to the Village and oversee this.

Michael McTernan:

And we have.

Jim Bandura:

So the idea of lack of communication I'm really faulting it on your end. So I'm having a little problem of you convincing me that there's no communication here.

Michael McTernan:

Okay, well, I can go back and, again, I'm not trying to lay blame on anyone. But if someone wants to go through the details of how the project was delayed from the start, the project was presented to this Board and we sought approval in early November. We did not get a permit on our project until December 16th. Granted there were things that were requested that were fluid with the Village. The request came back to the property owner and said I need additional documentation. We in turn responded as soon as possible to provide that information. But this was a big project, and it was an area with lots of unknown. Then until we began constructing we didn't know what we were going to face. Neither did the Village. And we reacted and responded very quickly given all the constraints that we have here.

I know Don Gallo, my partner in this, has been in constant communication as well with the Village on anything that would arise that required our reaction, and we have responded incredibly fast. Is it the only project that anyone is working on the site? No. But is it a massive project that was dealt with in an incredible shortened time period? Yes. I believe, and as we sat and we talked to the Village we were put under an incredibly short time period that we even said this is awfully tight trying to do a project of this magnitude in the middle of the winter in Wisconsin. We didn't put a shovel in the ground in December, and we had it all done as of Saturday, four months. Four and a half, five months. It was an incredible project. And Don can answer some of the specifics that he has because the time line I think is important because there has been an incredible amount of work done on this site.

Judy Juliana:

Tom, my only concern is that when I have my engineer sitting there and telling us that he had to actually call many times to get responses from your people this sends up a red flag. When we were here the last time you said that the communications would be flowing both sides. And now at this point I applaud everybody for getting all this work done that you've gotten done. But when our engineer and staff is telling us that we have to initiate the contact to get the information, not once, not twice but many times, that is telling me personally that there is a problem with communication. And that's all that we're saying is why did we have to initiate the contacts to get the information. I thought that it was supposed to be free flowing, that when things came up both parties would get together, contact, say this is what's going on. But when the Village consistently from day one has had to initiate the contacts to get that information there is a glitch somewhere.

Michael McTernan:

And maybe Don could answer some of the specifics.

Michael Serpe:

Mike, it appears when Mr. Spence said he didn't get the samplings and everything, the appearance is that we're trying to hide something here. Why weren't the samplings brought forward? And everybody knew they should have been. Am I wrong, Mr. Gallo?

Don Gallo:

No, I think you're right. Mike has really done a nice job, and he's communicated well with us. I would say that every time he has brought up an issue we have jumped on it and made it a priority. And we actually -- I think you have to step back a little bit. It's not a very large project in terms of millions of dollars but it's very complex. And we changed this design all the way through to make it better. And Mike and Tim were very helpful. When I was informed by Richard that the sumps were essentially corroded and that we couldn't properly install the pitless adapters we stopped. And we pulled back and we said -- things that were done, we pulled piping out of the ground and redid it to make sure it was done right. Because we didn't want it not functioning properly. We took it very seriously.

When Mike pointed out the design was going to be a problem with the third sump we immediately changed that design. And we worked with Vic and the contractors and tried to significantly improve it, and I think we did. The third sump really is a belt in suspenders, but it's definitely needed. I mean there's some contamination that's on the site and if we can't -- one of the things that you're failing to understand, and I want to point it out because it's really important, we agreed to this eight food level. And there's a reason for that because if it goes above that then the contamination can flow in the backfill of the storm sewer.

The problem is that when we were building this project we had, as Mike pointed out, a lot of open trenches. And so when we had these heavy rains that was directly recharging the sumps that we were trying to pump and dewater. And so it was really a challenge to stay up to that. To Richard's credit he was down there day and night. Just this weekend we actually got the concrete in place, the third pump in place. The system has dramatically changed its flow characteristics. So we're pumping just a fraction of what we were trying to handle during the construction. So I think we're judging the system a little too soon because the eight foot level I don't think is going to be a problem. I'm sorry?

--:

You're off the issue. It's not the system we're complaining about.

Don Gallo:

It's communication, I understand. When we discovered that some of these things were not properly done we asked for a change in project managers from MES, and they did that change because I was concerned that things were not being done right. And so as soon as we new that was happening we asked for a change.

Michael Serpe:

Mike, I have to ask you, what's your recommendation on this?

Mike Spence:

My recommendation is that according to the amendment to the agreement they are substantially complete as of today with the exception of providing documentation on sampling and the updated site investigation recommendations. So those are two items that are missing and that are important to finalize everything. But I want to emphasize as far as having the system operational it is operating as of today, and they have met those requirements.

Jim Bandura:

Let me ask Mr. Spence what is your estimated time line for getting that information from them.

Mike Spence:

The amendment to the settlement agreement calls for final completion on May 20th, and I think that was set up purposely for if the conditional uses temporary expanded so then that can be addressed finally because then we'll truly know everything. So my time frame would be I would like to see -- I would say at least two weeks prior to that I would like to have all sampling information as well as an expanded site investigation report. The thing I just want to say with that, that site investigation thing may, even though we have a final completion date of May 20th, that site investigation may require additional work which we'd have to I guess give a schedule and a plan to do that.

Michael McTernan:

And one of those things, Mike, as you know is that the ground in that ditch is frozen and now it has been. But we understand and we want to look at a plan to remove that contamination in that ditch line. So there's things like that, I agree, that we're not going to have done by -- because it's going to be in a follow-up site investigation plan. There's going to be some more work we want to do onsite that I now the Village wants us to do. I don't believe we'll be done by May 22nd, but that's part of the additional work that we're working with the Village to conclude.

Mike Spence:

I guess my point there, Mr. McTernan, is that we need that as soon as possible. It's a plan that we can review, and we can review with our environmental consultant. And then once we concur that there's a good approach I don't think there's any reason why then if need be supplemental soil probes or whatever can be done.

Michael	Mc	Ternan:
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Absolutely.

Michael Serpe:

And no problems on the sampling?

Michael McTernan:

No, and I know it's been done. Our Mike at MES has been in communication with Mike Spence to provide him all those samples that he's done and to provide that in the report. And as Mike Spence and I talked before the meeting he may need it not next week which he promised he'd have that information to include all the samples results he'd need maybe another six, seven days which Mike Spence -- as long as he's provided the information that's the core of what we don't want to see to make this is functioning properly.

Tom Terwall:

I have a question for the Village Administrator because he's the guy that gets the big bucks. Mike, what are our options? If we deny this what do you do, shut down the station?

Mike Pollocoff:

Yeah, you could start that process. I really think that if we just think back to where we were when we dealt with this thing, Mr. McTernan and Mr. Gallo were asking the Plan Commission for an extension, that we were going to enter into a settlement agreement to handle all this. They made commitments they would get it handled. We put in provisions for fines if that did not occur, and that was how we were going to move forward with this. Well, the most difficult thing, and I think this has been bantered around, is that we really expected that someone from the owner's side was going to manage this project adequately. And we know that there was weather. I don't know if it was as bad as the worse winter or the rainiest winter we've ever had, I've seen a lot worse, but some of the key things like where we're having to argue and beg for samples and then we have got samples, and we questioned whether or not some of those samples were really just fill in the blanks and whether or not the sampling was done, and we couldn't get the adequate [inaudible] information on it, those are things I think that where we're having to perform work outside of what we anticipated.

In order to get their extension they committed to us that they would provide that to us and if they didn't we'd fine them. I know as Mike has provided information or made those request to Mr. McTernan he's balked at those, and he said I'm not going to pay the fines because you're at fault or you haven't given me something. And the Village didn't create this problem. The Village is trying to find a way to solve it. We gave them the latitude to come up with the solution to get it fixed, and we expect them to do it. But we shouldn't have to chase them to live up to the commitments of it.

And my recommendation on this is they've got it slapped together, and they still got some more stuff to do, but things that they're making us struggle to get, and some of the key things that are important to us, and the sampling is one of the most key things, we want to know what's happening on this, if they don't do it they get fined. If we haven't got samples they get fined. That's what they committed to in order for us to [inaudible] this whole project. I guess my recommendation is we would extend this and go forward, but this community should not have to expend the effort and the time in order to babysit this project. If there's a sample that's due it should be sampled, turned in and brought to us, and it should be adequate. We shouldn't have to be chasing after that to get that done.

And if that's not the case, I think we have to keep fining them, then at some point when we come up to the next deadline the I think the Village has to question whether or not the owner of the station or whoever is financially involved with that has the financial wherewithal to complete this and to manage it. Because we're going to be sampling for some while in the future, and some of it is going to be unknown. And as Mike Spence said we don't know what we're going to find as we go off the site further. So we need to know we have a partner that's going to fulfill the responsibilities and do what they have to do without having professional staff prodding them along each step of the way to get this thing done.

Tom Terwall:

Go ahead, Wayne.

Wayne Koessl:

Through the Chair to Mike. Mike, what do you really need for sampling and in what time frame do you need that and other documentation?

Mike Spence:

The intent was to sample the groundwater going into the treatment system which makes sense to know what contamination we're dealing with. And then also sample the effluent from the treatment system. Again, since I made an effort -- since we communicated with the parties like last week, they have been sampling. These samples have to get sent out so the thing is they don't come back right away. So there's oftentimes a two week delay. To answer your question I would like -- I had indicated to Mr. McTernan I would say by whatever that date is a week from -- well, two weeks from today I would like to have all the sampling results.

Wayne Koessl:

Would you think May 6th would be a fair date for you to get all the sampling back?

Mike Spence:

Is that about two weeks from today?

--:

Yes.

Mike Spence:

Yes, yes.

Wayne Koessl:

Mr. Chairman and Commissioners, I'm looking at the Village comments here. I see nothing but red almost on every article. It almost looks like one of my old exam papers. But I think if we're

going to extend this that all the sampling and all other documents should be in Mike's hands by May 6th or they shouldn't come back here anymore.

Don Hackbarth:

Does that include Culver's property, Mike, the sampling? Because we don't know if it goes that far, the Culver property.

Mike Spence:

Well, the component of that that I need is they have to give us a plan. There was contamination found in the monitoring well on the east side of the gas station. So what I am looking for in this updated report is for them to tell us what they're going to do as a result of that. And then the second component is the contamination that was found in the ditch. So the first step is for their environmental consultant to give me their recommendations based on those sampling results. And then we would have a collaborative effort with our environmental consultant, and we'd get together. We'd need to concur that this is the way to proceed. And then at that point we would need to get some dates from them as to when the sampling could occur and when we should receive the results.

Regardless of what happens I would expect this process is going to continue for a couple months yet until we zero in on the extent of the contamination. And then once we do that then there's going to be the whole issue of what do we do about it.

Don Hackbarth:

I guess what I'm asking, Mike, is could contamination have leached into the soil into the Culver property?

--:

Oh, it definitely has.

Mike Spence:

Yes. I mean we found there's contamination in the monitoring well on the east side of BP. And there also was some contamination found in the ditch on the north side of Culver's property. So what we're asking for is to really zero in on what the extent of this is. And then we'd be looking for Northern Environmental or whomever to give us a recommendation which we would review as to what they're going to do about it. So we've got a good piece of the situation working now. I mean compared to where we were we have a treatment system onsite. It's quite impressive and it's doing a good -- well, if I had the results, but I'm hopeful that it's doing a good job.

Tom Terwall:

Mike, what's your recommendation? The issue before the Plan Commission is do we extend their temporary conditional use permit or do we not, is that correct?

Mike Pollocoff:

Correct, and my recommendation is we extend it I guess with the caveat if any additional deadlines aren't met that those fines will be levied. I don't want to hear, and I don't think the Village should deal with excuses for whatever's happened. The bulk of the construction's been done. If we can't see the sample results in order for us to make decisions or them to make decisions, then they should pay the fines that they committed they would pay in order to get this thing put together.

Don Hackbarth:

But, Mike, this has been an ongoing thing. Why aren't they fining them already for what they're not --

Mike Pollocoff:

We probably should have. Mike has sent requests for fines and Attorney McTernan has objected to those and said they shouldn't have to pay them, that they're making progress or it's raining a lot or other things. All things being equal we should have just fined them. Because I think, again, they're the ones that made the commitments to get this thing put together and they would pay the fines if they didn't meet their deadlines.

John Braig:

Mike, before you alluded or made a statement to the effect that the contractor had not been paid. What was your source of information on that?

Mike Spence:

My source of information was the contractor. As a matter of fact, and before I say this it's not my intent to get the contractor in trouble, the contractor has worked very diligently out there under at times difficult conditions. But I actually spoke when I was doing my final substantial completion inspection today, and the contractor said that Mr. McTernan wanted to know how he -- or who told me that somebody hadn't been paid. And Mr. Misurelli, well, I said because it's the truth. And he said to me today I could have had this project done a couple months ago but I wasn't paid so I walked off the job. As a matter of fact, we had at one instance we had the owner sent somebody else in the Village Hall wanting to know what else had to be done because they wanted to hire somebody else. So I take those statements seriously. I did not make those up.

John Braig:

This is, again, an example of doublespeak we're getting here. We're getting an attorney that tells us one thing. We've got a trusted Village engineer that tells us something entirely different. I'm reflecting back to where this whole business started where we were fining the transgressor every day and he was ignoring it. To me I think we couldn't be slapped in the face worse than we are now. I can't support an extension. We had an agreement. We had an extension. Things were going to be great. Why are we sitting here then? I can't support it.

Tom Terwall:

Tim, did you want to add something.

Tim Geraghty:

Just two very brief things. One is the amendment itself in there the owner acknowledged that the Village didn't cause any delays. So any talk about the Village was the cause of the delays right in the amendment they acknowledge that the Village did not. So if that becomes an issue I think you should consider that. The other issue dealing with fines, there was some discussion back and forth and emails about a week ago about what was getting fined and what wasn't. And one of the points I tried to make to everybody is the Village has made no determination if they're going to fine or not fine based on those daily actions. But that I thought everybody should just concentrate on getting the system running. Because we had a lot of rain, we had groundwater coming. The key issue was getting that system up and running. So the Village has retained its right to fine for missed deadlines. Even though they may not have sent out a fine yet they've certainly reserved the right to do that in the future.

Wayne Koessl:

Through the Chairman to Mr. Pollocoff. Mike, on my comments earlier about having everything in the hands of our engineer Mike Spence by May 6th, is that you think out of line?

Mike Pollocoff:

No. I think for us to be able to evaluate that, for Mike to be able to make decisions, for Mr. Gallo and Mr. McTernan would be able to make decisions I would think that they need to have samples.

Wayne Koessl:

As you know I've been a no vote on this project from the beginning. The only way I'll vote for an extension is to have that in the minutes that Mike Spence gets all the documentation and sampling he needs by May 6th or they're out of business.

Don Gallo:

Let me do the deadline a little bit different than May 6th. We could have the results the day the lab produces them. It may be May 6th, it may be May 7th. We have no control over them. So if the deadline is the day the lab produces them we can easily give those to Mike. But locking it in on May 6th is a lottery. The other thing is you're underestimating the amount of work that still needs to be done. The work in the ditch may be significant. We may need to do what we call hydroexcavation because the ground has been frozen, there's contamination below the surface that's being released as the ground thaws. And that's why the booms are there. We need to remove that ground. And so that's part of the remedial activity but it might be an interim activity that we would submit to Mike. And we're planning and trying to get a proposal together this week yet.

As to the additional investigation that may be migrating towards Culver's or that pre-dated, the migration pre-dated the current owner's operation, maybe have migrated by virtual of BP's actual

operations that's going to be a complex investigation. And that's going to take easily four to six months. So May 6th is not going to work because it's a very complicated issue and it needs to be thought out. DNR is going to require that as well. So we have to get approval both from -- you understand, Mike. Mike understands that. So I just want you to understand that's the steps that we need to go through to do this right. And there's no sense doing it if we don't do it right. We'd just be redoing it.

Tom Terwall:

To both Mikes, the request from Mr. McTernan is to continue the temporary permit until May 28th. If we were to say, okay, we'll give you until May 28th but we want the samples on the day you get them would that work for you two guys?

Mike Pollocoff:

Well, yeah. I just want to make sure the Commission understands that's just the opening round. This sampling issue is going to go on for a while.

Tom Terwall:

I understand.

Mike Pollocoff:

But we have to have some reliance that they're going to pull the samples when they should be pulled, and we'd like to be notified -- I agree with Mr. Gallo we send samples out, too, and you don't always get them back when you think you are. But we want to know at least that they were sent and when they're received that we find out as they find out.

Don Gallo:

We could have the lab do a duplicate copy right to Mike Spence. That would be the easiest way to do it. So he'll get it at the same time we get it.

Mike Spence:

I also will have an idea whether or not they're timely in getting the information to me is because we're sampling with our consultant at the same time. So labs may take a little bit longer, but I'm expecting to get results from our environmental consultant I think as early as this week. But I think it's important to now, like Mike Pollocoff said, and that's what I was trying to allude to, it's a multi step process. We've got the treatment system operating for BP, but now we have to make sure that we address any ancillary contamination in the ditch and in Culver's. Matter of fact I talked with the owner of Culver's on Monday, and he was concerned that that property was being forgotten and I told him no. That's the next part of the process, and it will take a while as Mr. Gallo said.

Jim Bandura:

Okay, this is to both Mikes. If we go to the 28th, and it sounds like, Mike Pollocoff, you said that there's probably going to be a need for additional testing, sampling, past that date. How do we guarantee that that's going to come about if needed?

Mike Pollocoff:

We believe that the samples that we look at, with the first time we sample, we believe additional samples are going to be needed, and more than likely I'd be surprised if we weren't. We expect whatever work that needs to take place to occur and resample again. If that doesn't happen then we go back to the penalty phase where we penalize or levy a fine for not complying with it. We're going to do a sample when we think we need to do a sample. If, in fact, we come to the point where we have a problem that we've determined is occurring from our sampling, the owners for whatever reasons do not sample or are reluctant to sample, then at that point I'd be bringing everybody back. My concern was I didn't want the Commission to think that once we get this first sample done that we're done. This is going to go on for a while.

The other thing I want to make sure the Commission remembers is Culver's has an issue that's important to Culver's. But the Village has a legal obligation to The Nature Conservancy and to DNR to make sure the wetlands that are endangered are not contaminated. And that's one of our primary concerns is this thing has not moved down into the wetlands and contaminated them. We haven't been to the point where we can get that determination done. That's one of the things that Mike's working on as far as looking at the contamination how far that's going down the ditch. We have an obligation that we've contracted with The Nature Conservancy and DNR to make sure that doesn't happen. We guarantee them we will not allow that land to be contaminated by anything. It's in our interest to make sure this thing moves along and we resolve that question. Either way it goes we know what we have to do.

Don Hackbarth:

Mike, I've got a funny feeling that if we would have held their feet to the fire earlier and said we were going to shut them down this project would have been done.

Judy Juliana:

Well, I really think that we have to have the sampling in a very timely fashion. If we don't get it in a timely fashion then we're going to put the feet to the fire. I believe from what I'm hearing is that everybody is trying from your side, we're trying, but there's that lack of communication. We need to start fining you and saying, well you know, we didn't meet your obligations, you didn't meet your obligations. You agreed to this amendment, to this agreement, stick to it. We have to have the sampling done. And like Don said when you get the information from the lab they send it to us the exact same time. You've got to find a better way to communicate with us. You've got to get this done. We've got to protect the wetlands. We've got to ensure that the seepage isn't into Culver's.

It's costing an inordinate amount of time from the Village to help to monitor this. You should be monitoring this, not us. That is the crux of the matter is we've got to have the proper communication every step of the way. You're here tonight because you want us to extend this to

May 28th. And we've got to have the information in a timely fashion. We can't expend any more manpower babysitting you because that's exactly what we're doing. You agreed to these time lines. You agreed if they weren't met that you would be fined and pay it. So let's get off the stick and move forward. Let's finish this project. Let's protect the wetlands. Let's protect the other businesses. And the only way that's going to get done is if the information is supplied to the Village in a timely fashion. So whatever you have to do to get that information to us you better darn well do it.

Andrea Rode:

Can I say something, Tom?

Tom Terwall:

Please do.

Andrea Rode:

As I've been sitting here listening to everything it's been almost a year since the Village has been working with this business owner for them to take care of their responsibilities, and we're the ones that have been after them and after them and after them to get the information and for them to do what they -- a year. If they had done it from the start we wouldn't be sitting here tonight. The Village has gone over and over and over beyond expectations to try to accommodate this business so that they could run their business and everything would be as it should be. But for us to sit here and go -- and for us to continue to bend over backwards I think it ridiculous. If it was my business and my investment that was on the line I'd be getting my butt in gear, and I would make sure this was done long time ago.

I think that the Village should set the deadlines by what's required. And like you said there's going to be testing and other things coming up. I feel you should set the deadline and they need to meet the deadline. If they don't, don't babysit them. Don't go after them. Hit them with the fines and you'll get what you need because that's the only way they're going to react. And I would say if they say no, no, no don't fine me, either they produce or forget it, the fines start. And that's how I feel. I mean enough is enough. And we should be running the show now, and they need to comply with what the Village's requirements are instead of coming up with excuse after excuse.

Wayne Koessl:

Well, Mr. Chairman, I'm still looking for a deadline for Mike Spence to get the documentation. If May 6th is too soon, is that too soon, Mike? I would move it to our first Plan Commission meeting in May which would be the 13th.

Mike Spence:

I guess I'm hoping that we get them before them as Don indicated. I think May 6th is doable but I don't know if you -- I mean I would propose May 6th, and if, well --

Wayne Koessl:

Then I'm going to be a no vote unless we do May 6th.

Jim Bandura:

I agree with the May 6th. This is two weeks, and I believe that a testing company can if pressured can get the tests done. So I'm in agreement with the May 6th to have that in to Mike Spence.

Michael Serpe:

You heard Mr. Gallo say that you may put the date of May 6th but you're not going to get the results, you may not get the results until after that date. So let's think back here. Why don't we give enough time so that if these samples do come in there's plenty of time for us to get the results. And if that's in the first meeting in May, the 13th, I think that's going to give us at least enough time for the labs to respond.

Jim Bandura:

Let me ask you one question. When were those samples sent in?

Don Gallo:

Today. But I would agree we will put pressure on them. We'll do whatever we can to get those as fast as we can.

Michael McTernan:

There were samples taken today. The Village took samples today. There were samples taken on Saturday and Sunday. There were also samples taken two weeks that were submitted to the lab two weeks ago. There's various samples. And as Mr. Pollocoff mentioned there are samples that we're going to be taking on a regular basis. And what Mr. Gallo is saying is we're going to alert the labs to just simultaneously when you're producing results send a copy to us and a copy to Mike Spence directly. And whatever that is we will have them delivered. And all we're saying is we will ask them that all of those tests that we're waiting on that Mike Spence needs in order to see if the system is operational we will have those delivered to Mike Spence as soon as we receive them, but we're going to ask the lab to have them simultaneously sent to them.

But then there are follow-up tests that are going to come up, and that's what Mr. Pollocoff was mentioning that is something we don't even know what we're going to be testing for yet in connection with other things. The second piece that Mike Spence wants and our engineers have told them they thought they'd have that information to him by May 6th. Is that what Mike from MES told you because that's information that Mike Spence and Mike from MES had conversations today.

Mike Spence:

Yes.

Michael McTernan:

That's the second piece is the site investigation report.

Mike Spence:

Yeah, that's equally important,. I would want that to be the May 6th deadline.

Michael McTernan:

Which is fine.

Mike Spence:

Because they already have some information that shows there's contamination. So to put together an updated report could be started now even in the absence of all the rest of the data. That will help, but I think May 6th gives them ample time to do that.

Wayne Koessl:

Mr. Chairman, I'm a believer in challenges, and I think May 6th is a good date for them to have a challenge. This has been going on for a long time and it's crazy.

Michael Serpe:

Mr. Chairman, I'd make a motion to extend the amendment to May 6, 2013.

Tom Terwall:

Well, we're extending the permit to the 28th, right?

Michael Serpe:

I'm sorry, the 28th.

Tom Terwall:

But with the testing results by May 6th.

Michael Serpe:

Right, extend the amendment to May 28th and then the testing would be no May 6th.

Tom Terwall:

Is there a second to that motion?

Wayne Koessl:	
I'll second it.	
Jean Werbie-Harris:	
So part of that was continuing the public hear	ing.
Tom Terwall:	
Correct, yes.	
Jean Werbie-Harris:	
To Tuesday, May 28th.	
Tom Terwall:	
That's on a Tuesday?	
Jean Werbie-Harris:	
After Memorial Day.	
Tom Terwall:	
THEN TO CONTINUE THE TEMPORA 28TH WITH THE UNDERSTANDING	ERPE AND A SECOND BY WAYNE KOESSLARY CONDITIONAL USE PERMIT TO MAY THAT THE TEST RESULTS ARE TO BE MAY 6TH. ALL IN FAVOR SIGNIFY BY
Jean Werbie-Harris:	
And	
Mike Spence:	
In addition to the test results we need to have	the updated site investigation plan by May 6th.
Wayne Koessl:	
That would be included.	
Mike Spence:	
Amended, yes.	

Tom T	Cerwall:	
	Okay, is that understood? All in favor signify by saying aye.	
Voices	s:	
	Aye.	
Tom T	Cerwall:	
	Opposed?	
John E	Braig:	
	Opposed.	
Tom T	Cerwall:	
	One opposed.	
Michael McTernan:		
	Thank you.	
Tom T	Ferwall:	
	Now, Tim, as I understand it we have not given up our right to levy fines, right?	
Tim Geraghty:		
	Correct. The Village has not waived the right to levy fines.	
Tom Terwall:		
	Good. I mean we are not a judicial body, that's not our job, but as long as we didn't tie anybody else's hands, Mike if you feel a need to do that.	
8.	ADJOURN.	
Judy Juliana:		
	So moved.	
Jim Bandura:		
	Second.	

T	Terwall	
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All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? We stand adjourned.

Meeting Adjourned: 7:58 p.m.

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.

Recommendation:

The Village staff recommends a one (1) year approval of the Conditional Use Permit to June 1, 2014 subject to the comments and conditions as outlined in the staff memorandum.

VILLAGE STAFF REPORT OF MAY 28, 2013

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

<u>Findings of Fact (up to November 19, 2013): Previously read into and made part of the public record.</u>

- 1. The petitioner is requesting the following approvals for the BP Amoco gasoline and convenience store located at 10477 120th Avenue, known as Lot 14 of CSM 1489 located in a part of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 92-4-122-302-0130:
 - a. **Conditional Use Permit including Site and Operational Plans** that would allow BP Amoco to operate the gasoline station and AM/PM convenience store and to address the installation of a carbon treatment system that will treat existing contaminated ground water from several reported hazard substance releases at the site located at 10477 120th Avenue.
- 2. VIDHYA Corp, VIII, Inc. ("Vidhya") is the current owner of a property located at 10477 120th Avenue, Pleasant Prairie Wisconsin (the "Property") with the following Tax Parcel number: 92-4-122-302-0130. The Property contains the BP Amoco gasoline station #3789 and convenience store (the "Station").
- 3. In June 1993, August 1993, December 22, 1998, September 1999, May 2006 and February 2001, separate hazardous substance releases (the "Prior Releases") at the Property were reported to the Wisconsin Department of Natural Resources (the "WDNR"), for which the WDNR identified BP as the responsible party ("RP"). The WDNR closed the site with GIS Registry on December 20, 2006 (Exhibit A of Exhibit 1 contains information regarding historical releases).
- 4. On April 26, 2011, the Village of Pleasant Prairie reported to the WDNR what it claimed was a hazardous substance release at the Property. The WDNR subsequently identified Vidhya as the Responsible Party. In addition, on or about June 9, 2009 WE Energies and the owner of an adjacent property reported a strong gassy smell and a possible spill in a ditch line area along the south side of STH 165, adjacent to the Property (Collectively, the Prior Releases, June 2009, April 2011 and any subsequent releases at the Property are referred to as the "Releases".)
- 5. The Station operates at the Property under Conditional Use Permit #01-11, approved by the Village Plan Commission on June 25, 2001 (the "C.U. Permit").
- 6. On February 22, 2012, the Village issued a compliance order (the "Order") to Vidhya to: eliminate the alleged illicit discharge at the Property; cease and desist the alleged discharges, practices, or operations; and/or, to abate or remediate the alleged stormwater pollution or contamination hazards and restore any affected property.
- 7. Vidhya is of the opinion that because the site is situated in clay, the pipeline and utility trenches with granular backfill serves as a collection system for the multiple petroleum releases which occurred during BP's ownership. Some tests results have contained high concentrations of contaminants, including diesel range organics (DRO) and benzene which may indicate a more recent discharge of petroleum products on the Property which could be contributing to the alleged illicit discharge at the Property.

- 8. From April, 2011 to November 5, 2012 several Remedial Activities have been conducted by Vidhya, see *Exhibit A of Exhibit 1*.
- The Village has alleged that Vidhya has not met the Order's required actions, and 9. has issued several citations (the "Citations") to Vidhya and is also alleging that Vidhya is noncompliant with the terms of the C.U. Permit due to "illicit discharges or petroleum releases into the drainage ditch adjacent to the Property that have occurred and continue to occur from the Property, which also drain onto the adjacent property impacting the water quality and resulting in potentially both soil and water contamination." The Citations include potential fines totaling \$84,500.00 (the "Fines"). The Village has also threatened to suspend or revoke the C.U. Permit and use of the Property as a gas station until or unless "there is compliance with the standards, regulations and condition imposed with said permit." Even though the Village alleges that Vidhya has not met the Order's required actions, the Village stopped issuing Citations as of July 22, 2012. A public hearing was held before the Village Plan Commission on August 20, 2012 and at that time evidence and testimony were submitted and the hearing was closed. The Village Plan Commission made no findings and did not act on the Petition of the Village to revoke or suspend the C.U. Permit and has since adjourned the meeting to November 12, 2012.
- 10. Vidhya disputes that it is responsible for the Releases at the Property or for the environmental condition of the Property. Nonetheless, Vidhya has spent approximately \$300,000 to date to address the Releases and has agreed to take additional actions to further address the Releases.
- 11. Illicit discharges at the Property which violate Village Ordinances continue and Vidhya has agreed to perform remedial activities for stopping said illicit discharges from the Property and Vidhya further agrees to comply with all Village Ordinances.
- 12. In return for Vidhya's agreement to complete and fulfill performance of certain Remedial Activities at the Property to further address the Releases, and to bring the Property into compliance with Village Ordinances, the Village has agreed to the terms of the Settlement Agreement and to allow the C.U. Permit, amended as provided below, to continue in effect.
- 13. In accordance with the **Settlement Agreement** (see **Exhibit 1)**, Vidhya and/or Vidhya's consultants or contractors on Vidhya's behalf, shall complete the following Remedial Activities, in accordance with applicable law:
 - a. By October 1, 2012, conduct interim Remedial Activities by installing a 21,000 gallon frac water holding tank (delivered September 17, 2012) for pump out and ground water level control of the UST tank field to eliminate from the north storm water ditch, discharges of petroleum impacted ground water (subject to reasonable permit issuance by the controlling governmental agencies). Pumping of the tank field started September 20, 2012;
 - b. Prepare and submit to the Village a written plan for sampling, and analytical testing of the storm water discharge, to include at a minimum PVOC, lead, naphalene and PAH analysis during the initial startup phase, see *Exhibit B of Exhibit 1*. Depending on the results of testing, additional parameters may be added or subtracted from the sampling regimen, reasonably acceptable to the Village, by November 6, 2012. In addition, the Village or its contractors shall be entitled to perform similar sampling and analytical testing, at Vidhya's expense, for purposes of confirmation of testing results and compliance monitoring;

- c. Beginning on November 9, 2012, prepare a daily inspection log (to be delivered to the Village Engineer weekly) and complete daily inspections of the Property, to include the storm water discharge culvert and the road ditch and weekly checks of the tank sumps;
- d. Work with the WDNR to prepare a Preliminary Site Investigation Plan based on the information and sampling results developed during implementation of the Remediation Plan which Site Investigation Plan will be completed and a copy delivered to the Village by November 16, 2012;
- e. Prepare and submit to the Village a Preliminary Remediation Plan, reasonably acceptable to the Village, by November 16, 2012; said Remediation Plan to include testing and remediation in compliance with all local, state and federal laws, rules, regulations and ordinances, including without limitation, those contained in Chapter 292 of the Wisconsin Statutes;
- f. Contain any contaminated materials at the Property, including but not limited to maintaining and replacing, as necessary, surface water skimmer booms and/or additional materials to capture any sheen in the road ditch area;
- g. By December 19, 2012, install a system of blocking/recovery wells near the storm water outfall and near the sanitary lateral (also submit and obtain Village Erosion Control Permit) and install a carbon treatment system on the Property by January 18, 2013 to treat and control groundwater level in the tank field and construct a heated and insulated small structure that will prevent equipment from freezing; provided that Vidhya agrees that the liquid level in the diesel tank sumps and gasoline tank sumps shall be maintained at a level of 8 feet or greater below the ground surface to the top of the water level in the sumps. All parties acknowledge prior to construction of any recovery system Vidhya shall provide plans and elevations to the Village for Village review, and to obtain any necessary temporary or permanent amendments or changes to the C.U. Permit and the PUD Ordinance affecting the Property *Exhibit C of Exhibit 1* shows the location for the carbon treatment system for ground water treatment;
- h. Consult with the WDNR and obtain WDNR comments on the planned Remedial Activities;
- Replace northerly outfall manhole by December 7, 2012 and to properly dispose of any contaminated soils that may have to be excavated during said storm sewer repairs or any future repairs;
- j. Re-sod and restore the Property disturbed by implementation of Remedial Activities:
- k. Consent to the amendment of the C.U. Permit and the PUD Ordinance affecting the Property, to provide that any violation of the terms of this Settlement Agreement will be a violation of the terms of the C.U. Permit, to authorize the construction of the carbon ground water treatment system and structure;
- I. Comply with the performance standards and reporting requirements of the WDNR WPDES Permit and with WDNR regulatory requirements for the investigation and remediation of any onsite and offsite discharges or releases incorporated herein by reference; and
- m. Substantial completion and implementation of all Remedial Activities shall take place on or before March 1, 2013, and final completion of all Remedial

- Activities shall take place the earlier of April 1, 2013 or 120 days following the obtaining of all required approvals and permits from the Village, the State and the WDNR,(the "Compliance Date").
- n. Vidhya agrees to pay all reasonable costs and expenses incurred by the Village arising out of, or relating to, the alleged illicit discharges at the Property or the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, environmental consultant fees, fees for the Village Engineer and other Village staff, testing, sampling, and all similar costs. The Village estimates that its costs to September 27, 2012 were shown on Exhibit E of Exhibit 1 attached hereto and incorporated herein by reference. Vidhya agrees to pay the outstanding amounts owing to the Village on or before December 31, 2012 and to pay any other invoices from the Village for such expenses within fourteen (14) days following the date they have been notified by the Village in accordance with Paragraph 17 of the Settlement agreement of amounts owed.
- o. The Village agrees not to issue any new Citations regarding anything covered in this Agreement, subject to the ability of the Village to issue new Citations if Vidhya violates any terms or provisions of this Agreement or Village ordinances after the date of this Agreement, and allow the Conditional Use Permit, as amended, to continue in effect. Nothing contained in this Agreement shall affect the rights of the parties regarding any Citations and Fines issued prior to the date of this Agreement. All such existing Citations and Fines shall be the subject of the pending legal action in the Village Municipal Court.
- p. Vidhya shall apply for and obtain all local, state and federal permits that are required for Vidhya to undertake the Remedial Activities, including but not limited to a Wisconsin DOT Work-in-the-Right-Of-Way Permit and a Village erosion control permit (collectively, the "Remedial Activities Permit(s)"). All parties acknowledge that the C.U. Permit and PUD Ordinance affecting the Property will need to be amended to allow the construction of the carbon ground water treatment system and structure.
- q. The Village agrees to reasonably support and facilitate the review and approval of Vidhya's applications for the Remedial Activities Permits.
- r. Except as specifically set forth in the Settlement Agreement, Vidhya agrees to indemnify and to hold harmless the Village and all of its elected officials, officers, directors, employees, agents, shareholders, attorneys, subsidiaries, successors and assigns from any and all claims, causes of action, loss, costs, expense, damage, injury, obligation, liability, penalty, fine, suit, including, without limitation, attorney and consultant fees and expenses, of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to or arising out of the Remedial Activities and where founded upon or growing out of the acts or omissions of Vidhya.
- s. Except as specifically provided in the Settlement Agreement, there are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between the Village and Vidhya, as to the subject matter hereof. Except as specifically provided in the Settlement Agreement, all Village Ordinances apply to Vidhya and the Property.

- 14. If Vidhya does not complete any of its obligations under the Settlement Agreement by the due date (the "Delayed Completion"), Vidhya agrees to pay liquidated damages to the Village in accordance with **Exhibit F of Exhibit 1** and incorporated herein by reference (the "Liquidated Damages"), provided however, that Vidhya will not pay Liquidated Damages if the Delayed Completion is substantially caused by any of the following: (a) the Village; (b) a delay in Vidhya's Remedial Activities which delay is beyond Vidhya's reasonable control; or, (c) a Force Majeure Event. For purposes of the Settlement Agreement, a "Force Majeure Event" means an event or occurrence including without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosion, strike, lockout or other labor dispute which is beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts. If Vidhya violates any provisions of the Settlement Agreement, the Village may also exercise all rights and remedies allowed pursuant to the Settlement Agreement and applicable law, including without limitation, issuing additional Citations, seeking the suspension or revocation of the C.U. Permit, seeking injunctive relief and collecting its actual damages from Vidhya. The use of any remedy shall not preclude the use of any other remedies.
- 15. The property is zoned B-4, PUD Freeway Service Business District with a Planned Unit Development Overlay and a gasoline station requires a Conditional Use Permit in the B-4 District.
- 16. C.U. Permit #91-001 (*Exhibit 2*) approved by the Village on August 5, 1991 allowed for the construction and operation of a gasoline station/convenience store.
- 17. C. U. Permit #01-11 (*Exhibit 3*) approved by the Village on June 24, 2001 allowed the owner to re-develop the property and construct and operate a 4,200 square foot gasoline station/convenience store with 10 fuel dispensers. Diesel fuel is allowed to be sold at the new facility only to automobiles and light trucks. The gasoline station/convenience store was allowed to be open 24 hours and to provide the following customer services: a quick service restaurant and bakery, convenience store, self-service coffee bar and soda fountain and an e-commerce area for computerized assistance with weather and traffic information.
- 18. PUD Ord. #01-32 (*Exhibit 4*) approved by the Village on July 2, 2001 allowed for the new 4,200 square foot building to be constructed 13 feet from the rear property line; allowed the north parking lot/paved maneuvering areas adjacent to 104th Street to be setback minimum of 15 feet to the north property line, and allowed for the total Aggregate Permitted Background Commercial Sign area to be increased to 181 square feet. The flexibility provided in the PUD was allowed provided that the development comply with all other Federal, State and Village Ordinances; the development comply with the LakeView Corporate Park Declaration of Development Standards and Protective Covenants and Modifications; and the cross-access easement agreement between this property and the property to the east (Culver's Restaurant). See *Exhibit 5* for a copy of the Cross-Access Easement.
- 19. Conditional Use Permit #03-13 (C.U. Permit #03-13) approved by the Village on July 28, 2003 (**Exhibit 6**) allowed for a 203 square foot restroom addition to the facility.
- 20. On November 5, 2012 the Village Board conditionally approved a Class "A" fermented malt beverage license application to sell prepackaged malt beverages until November 20, 2012. The license provides that certain conditions must be satisfied, including but not limited to the Plan Commission approval of a Conditional Use Permit and Site and Operational Plans, no outstanding building, fire and zoning violations and a valid occupancy permit. The petitioner is currently operating under

- a Class "A" fermented malt beverage license and a license for the sale of tobacco products.
- 21. In 2008, Vidhya began operating BP Amoco gasoline and convenience store under the existing C. U. Permit #01-11 and C.U. Permit #03-13 and PUD Ord. #01-32.
- 22. Pursuant to the terms of the Settlement Agreement, Vidhya has submitted a request to amend the C.U. Permit and the PUD Ordinance. Pursuant to the application the applicant has made the following statements (See **Exhibit 7**):
 - BP Amoco Gas Station and Convenience Store located at 10477 120th Avenue is a self-service gasoline and diesel station, selling petroleum products to consumers of passenger vehicles and light trucks. It does not service or sell petroleum products to over-the-road trucks, cabs or other specialized commercial or construction vehicles. In addition, BP operates a convenience store under the brand name AM/PM that provides various grocery store and automobile supplies and accessories, along with a quick service restaurant, bakery, self-service coffee bar and soda fountain, and an e-commerce area for computerized assistance with weather and traffic information. The quick service restaurant provides seating for approximately 12 people and quick food selections of bakery items, sandwiches, soups and salads. The facility also provides separate men's and women's washrooms, and various other related convenience service amenities, including but not limited to, vacuum cleaners and compressed air for automobile maintenance, automated teller machine, along with the sale of alcohol and tobacco products as authorized by its license.
 - b. Due to several reported hazardous substance releases at the BP gas station dating back to 1993, the owner's consultants are developing and installing a carbon treatment system that will treat contaminated ground water. This system needs to be installed in an enclosed and heated facility. As a result, the southeast corner of the building is being expanded in order to house the filters and pumps that are necessary to operate the carbon treatment system. This system is detailed in a Settlement Agreement being entered into between the property owner and the Village, and the property owner will obtain all applicable permits before installing said system.
 - c. The expansion of the building will measure approximately 450 square feet (30 feet by 15 feet) and will simply "square" the building foot print. The same exterior building materials (brick and trim) will be used in order to match the expansion to the existing building.
 - d. The carbon treatment system will not create any disturbance to the surrounding property owners as it will be housed in an enclosed and insulated expansion of the building. It is anticipated that the system will operate off and on for several years, dependent on the rise of ground water due to changes in the weather.
 - e. This system will not require any additional staff to manage and operate, as it will be automated and will only occasionally require the replacement of carbon filters that will be disposed of using sealed drums provided and retrieved by qualified environmental disposal companies.
 - f. Moreover, the system will not alter existing operations of the gasoline station and convenience store, as those operations will continue as normal.

g. BP is currently open for business between the hours of 6:00 a.m. through 11:00 p.m., seven (7) days a week, but maintains expanded hours (up to 24 hours a day) during Thanksgiving-Black Friday. During this expanded time, additional staff is maintained in order to service the increase in customers.

Pursuant to the Village Zoning Ordinance, businesses in the B-4 District are allowed be open (when the public is allowed to enter or remain on site for business purposes), except for hotels, uses requiring a Village liquor license, restaurants or gasoline stations whose hours are established by a conditional use permit: 5:00 a.m. to 12:00 midnight maximum; for hotels: no limit; for uses requiring a Village liquor license: as provided in § 125.68(4), Wis. Stats.; and for gasoline stations and restaurants: up to 24 hours pursuant to a conditional use permit.

Village staff recommends that the BP station hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and pay for the overtime services of the Police Department, as determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m.

h. Currently, deliveries and shipments occur during the time that BP is open to the public.

Staff recommends that the BP station delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.

i. Currently, there are seven (7) full time and three (3) part time employees, but additional seasonal help is retained during those peak holiday seasons. Currently, there are only two shifts of employees, but a third shift has been added when the hours are expanded during the Midnight Madness hours Thanksgiving evening/Black Friday. There are currently 23 parking spaces on the site, but with the expansion of the building, two (2) parking spaces are being removed, leaving a total of 21 parking spaces (one handicapped access parking space, and 20 conventional parking spaces). The number of parking spaces excludes the cars that can be parked at the pumps.

Pursuant to the Village Zoning Ordinance the minimum parking requirements for a gasoline station with a convenience store is five (5) spaces per each 2,000 square feet of gross floor area plus 1 space for each employee on the largest shift plus the required handicapped accessible parking spaces pursuant to the state code. Therefore, a minimum of 13 spaces plus their required handicapped accessible parking spaces is required (5 spaces plus 3 spaces plus 5 spaces (assuming no more than five workers on site).

j. It is anticipated that traffic volumes of 500 to 1,000 daily trips will continue, and no truck trips other than deliveries of goods to the BP. The main products being sold at the BP include, but are not limited to: gasoline and

diesel fuels, related automobile supplies and parts, along with food and beverages, all of which are currently being sold at the BP, which will continue after the expansion. Aside from the installation of the carbon treatment system, all of the existing equipment will continue to be utilized in the operation of the BP (petroleum delivery systems, coolers, ovens, and related food preparation equipment).

- k. Aside from the disposal of the carbon filters, the BP only has normal household cleaners used in the maintenance of the business in order to clean the food preparation and service areas, floors and bathrooms. The only waste that is disposed of at the BP is spoiled food and drink products, grey water waste and sanitary waste from the bathrooms.
- 23. The owners have installed and maintained a fully functioning and operational security camera system. However, the facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement will be drafted by the Village for review and approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following:
 - a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording devise is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video.
 - b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
 - c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway.
 - d. The building shall be equipped with and shall use an inaccessible drop safe.
 - e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible.
 - f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building.
 - g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public.
 - h. A height strip shall be located at each doorway entering and exiting the convenience store.

- b. The owners retain landscapers to regularly maintain, replace and upgrade the landscaping that surrounds the property, including the removal of all snow and ice from the parking lots, driveways and sidewalks. In addition, employees walk the property on a regular basis to pick up debris, empty garbage cans, restock self-service washer fluids and paper towels, and to monitor the entire property in order to maintain it in a first class condition.
- c. The owner maintains all permits and licenses required to operate its business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business, issued from the various government agencies.
- 24. The Village has received numerous complaints relating to the operations of the station site including litter and garbage on the site; broken light standards and signs; inoperable pumps; pumps that don't issue receipts; dead landscaping; violation of security protocol; interior building damage to walls, floors, painting, counters; garbage overflowing; illegal outside storage of product; allowing products to be stored outside; allowing a pothole to remain in the drive area causing damage of cars etc. These complaints were not address unless written up as violation at the yearly inspection,
- 25. In an email dated October 25, 2012, the Village requested additional information be submitted by November 6, 2012. (*Exhibit 8*).
- 26. On November 6, 2012 additional information was submitted (*Exhibit 9*) and reviewed by the Village. Upon review of the additional information. Additional information was still required to be submitted as requested in the email dated November 9, 2012 (*Exhibit 10*).
- 27. On November 12, 2012, the Village staff met with the petitioner and other representatives to discuss the outstanding items. Revised Plans will be submitted related to the changes of the building and written responses will be provided to the Village related to the additional information requested by the Village as noted in **Exhibit 10**.
- 28. Notices were sent to adjacent property owners via regular mail on September 28, 2012 and notices were published in the Kenosha News on October 1 and 8, 2012 related to the October 15, 2012 Plan Commission meeting.
- 29. At the October 15, 2012 Plan Commission meeting the Plan Commission tabled the requests until the November 12, 2012 Plan Commission meeting.
- 30. The petitioner was e-mailed a copy of the draft memo on November 9, 2012 and a copy of this revised memo was provided to the petitioner on November 12, 2012.

Finding of Facts (November 19, 2012 to present).

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 discharge from their facility. There has been substantial progress and completion on the remediation (see Village Engineer's Memo in the Findings of Fact). The substantial completion date was extended from April 1, 2013 to April 22, 2013 and then to May 20, 2013. 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 electrical for the

- pumps it was discovered that the condition of the existing sumps was extremely deteriorated and that replacement was the best option and additional time would be needed for this. This was granted.
- 32. One provision in the Settlement Agreement was to keep the groundwater levels 8 feet or more below the ground surface. The Village Engineer provided a table which shows that these levels were exceeded 5 times for the diesel sump and 12 times for the gasoline sump.
- 33. Communication between the Owners Environmental Consultant and the Village and the Village's consultant (Drake) was sporadic and not always timely, but is now the parties are now communicating. Village staff had not received timely sampling results and a required update to the site investigation plan as specified in the Settlement Agreement Amendment. The Owners' consultant (Midwest) changed project managers with no notice. The Engineer was told that Midwest, Northern Environmental, and Misurelli Construction were unaware that there was an Amendment to the Agreement. The third groundwater extraction well has not been constructed as of today (Friday, April 19, 2013). It may be installed tomorrow—Saturday--only because the Engineer called the Owners' counsel and reminded him that this was to have been completed as per the Amendment as well as three days of testing. These issues have all been resolved.
- 34. Work that has been completed has been acceptable. However, this spring submittal of required information had been inconsistent and in many instances has had to be prompted by Village staff and our consultant. The reports are now being filed with the Village. See copies of Settlement Agreement Amendment, Exhibit of Milestone Dates and Gas Well levels.
- 35. Since the November meeting, the DSIS Agreement and Easement have been executed and the new camera system has been installed and is operational. All other exterior site work is completed.
- 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. **(Exhibit 11).**
- 37. According to the Article XVIII of the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, noise, storm water management, streets and highways and fire protection.

RECOMMENDATIONS:

Conditional Use Permit: If the project meets the following standards for granting a Conditional Use Permit including Site and Operational Plan approval in that the project:

The project does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not

- hinder, harm or distract the provisions of public services.
- The project does not impair an adequate supply of light and air to the adjacent properties.
- ➤ The project does not increase danger of fire --in so far as the danger of fire does not exceed the capabilities of the Village Fire & Rescue Department.
- The project does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare.
- > There are no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use.
- ➤ The proposed and applied for use on this particular parcel is not inherently inconsistent with the B-4, Freeway Service Business District in which it is located or the adjoining zoning districts and land uses.

Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit approval as specified above; then approval of the Conditional Use Permit shall be approved subject to the following conditions:

- 1. C. U. Permits #91-001, 01-11 and 03-13 shall be released prior to recording the new Conditional Use Permit. The applicant shall submit the required \$55.00 application fee for the release documents to the prepared and \$100.00 for the documents to be recorded. Once the document is prepared the document shall be executed and recorded at the Kenosha County Register of Deeds Office prior to recording the new Conditional Use Grant Document. EXECUTED AND COMPLETED.
- Compliance with the attached PUD Ordinance #12-39 being considered by the Village Board on October 15, 2012. SETTLEMENT AGREEMENT AMENDED-SOME CONDITIONS ARE ONGOING DUE TO THE DYNAMIC NATURE OF THE MONITORING OF THE CLEANUP EFFORTS.
- 3. Compliance with the Amended Settlement Agreement between BP and the Village. **AGREED.**
- 4. No through penetration between the new carbon room addition and the existing building shall be allowed to ensure no transfer of potentially toxic chemicals such as but not limited to carbon monoxide.
- 5. Compliance with the **attached** memorandum dated November 8, 2012 from the Village Fire & Rescue Department.
- 6. The following changes have been made to the Preliminary Site Investigation Work Plan dated November 5, 2012:
 - a. The sampling shall include lead as this has been present in the past; **DONE**.
 - b. Figure 2: Details on the clay collar or temporary extraction point or Sections A-A or B-B; **DONE**
 - c. Figure 3: The proposed soil probes shall be centered on the ditch; **DONE**
 - d. Figure 4: Six (6) proposed groundwater monitoring wells shall be installed as shown on the **attached** in the locations previously proposed by the Village's Environmental Consultant including an additional well appropriately located in the vicinity of the underground storage tanks and one well on the east side of the property. **INSTALLED.**

- 7. The Remedial Action Plan and Remedial Design Report shall be compliant with NR 700 and shall be submitted to the Village. **SUBMITTED.**
- 8. Compliance with the WI DNR WPDES Permit issued on November 2, 2012. A copy of said permit shall be provided to the Village. (Submitted to Village on November 12, 2012). **COMPLIED.**
- 9. A Work in the Right-of-Way Permit is required to be obtained from the Wisconsin Department of Transportation prior to any work commencing with the right-of-way of STH 165. A copy of the permit shall be provided to the Village. **DONE.**
- 10. The facility and site shall be equipped with fully functioning and operational security cameras both inside and outside the facility at each entrance and exit and a Digital Security Imaging System (DSIS) will be required to be installed in accordance with the requirements of Chapter 410 of the Village Municipal Code. The required DSIS Agreement will be drafted by the Village for review and approval of the Village Board. The location and number of security cameras shall be provided and approved by the Village Police Chief. At a minimum the DSIS Agreement will require the following: DSIS AGREEMENT AND EASEMENT EXECUTED, DSIS CAMERA SYSTEM INSTALLED AND OPERATIONAL—VILLAGE CAN ACCESS SYSTEM. VOPP POLICE DEPARTMENT WILL VERIFY THE FOLLOWING:
 - a. The security cameras shall be inaccessible to employees. Conspicuous signs shall be posted at the entrance stating that security cameras with an inaccessible recording devise is in place on the premises. Said system shall be maintained in working order at all times and the Village of Pleasant Prairie Police Department shall be promptly provided any requested video. The recording shall be kept in an archive for a minimum of two weeks and the Pleasant Prairie Police Department shall have remote access to the system to monitor and download video. **INSTALLED.**
 - b. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction. **COMPLETED**.
 - c. A clear and unobstructed view of the cash registers and transaction areas shall be maintained from the internal 30-foot wide on-site circulation access roadway. **COMPLETED.**
 - d. The building shall be equipped with and shall use an inaccessible drop safe.

 NEED TO CONFIRM WITH PPPD.
 - e. Between 10:00-12:00 p.m. and 5:00-7:00 a.m. at least two (2) employees shall be working on-site unless the business has taken measures to protect a lone clerk such as the installation of bullet resistant glass or other equipment as approved by the Police Department, making the lone employee inaccessible. **NEED TO CONFIRM WITH PPPD.**
 - f. Installation and full operation of a hold-up alarm, which is monitored by a UL listed central station with functioning telephone service, shall be used at the BP station building. **NEED TO CONFIRM WITH PPPD**.
 - g. The cash register shall not be left unattended for periods of time when the convenience store is open to the public. **AGREED.**
 - h. A height strip shall be located at each doorway entering and exiting the convenience store. **INSTALLED.**

- 11. The Site and Operational Plans shall include a Lighting Plan. The following shall be shown on the plans: **ALL ITEMS BELOW ADDRESSED.**
 - a. The location of the proposed lights shall be shown on the Site Plan.
 - b. The lighting details and specifications shall be shown on the plans for parking lot and exterior building lightings.
 - c. The parking lot lights shall be silver to match the building.
 - d. Note on the plans that the lights shall be directed downward and not produce a glare or distraction to the adjacent roadways and properties.
 - e. All exterior lighting shall be of the same color and brightness.
 - f. The concrete bases shall not exceed 12 to 18 inches above grade and shall be located within landscaped areas.
 - g. All lighting details shall be in good working order, properly maintained, repaired as needed, painted and well-kept.
 - h. The parking lot shall be illuminated to provide sufficient lighting for the public's safety and for the security cameras to operate effectively per the Village's satisfaction.
- 12. The plans do not provide information regarding the roof drainage. Downspouts shall be tied into the on-site storm sewer system and not be discharged onto existing pavement. Revise the Plans. **PLANS REVISED.**
- 13. Landscaping on the site shall be installed, watered, weeded, trimmed and maintained is good condition at all times. Litter and debris shall be removed from the landscaping on a daily basis. Damaged, dying or dead plant material shall be removed and new plantings shall be installed on a regular basis. Mulch shall be raked in place on a regular basis and replaced yearly. On the Landscape Plan identify specifically what new landscaping is proposed to be planted and when.

 SPRING CLEAN-UP COMPLETED.
- 14. Subject to compliance with the following conditions from the Village Building Inspection Department: **COMPLETED.**
 - a. All building, plumbing, lighting and HVAC plans will need to be designed to the IBC Codes, prior to submitting (4 sets) for building permits from the Village of Pleasant Prairie. Since the total cubic footage of the accessory structure is less than 100,000 cubic ft. this can be a Municipal review. All subcontractors will be required to apply for permits.
 - b. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, SPS 316.46 Which requires interior and exterior lighting. The existing plans only show interior lighting. The Village Fire & Rescue Department shall be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.
 - c. The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.

- d. The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work. All contractors must be licensed or registered with the State of Wisconsin.
- e. All fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.
- 15. At the November 12, 2012 meeting with the petitioner, it was discussed that the original plans submitted for review are being revised. Three (3) sets of revised plans and other additional information required pursuant to this staff memo shall be submitted to the Village for final review and approval. **PLANS SUBMITTED.**
- 16. The 450 square foot addition shall not be used for the storage of any materials including but not limited to, cleaning supplies, extra toilet paper or other supplies, merchandize or other products. **FINAL INSPECTED.**
- 17. All hard surfaced areas including the parking lot areas, drive lanes, paved areas adjacent to the pumps, sidewalks, etc. shall be clean, neat and free from pot holes or other cracks which present a safety risk to the pedestrians or traveling public. The hard surface areas of the site shall be maintained and free of any debris or potholes which may cause distractions or damages to vehicles. All pavement markings shall be done in yellow or white reflective paint. COMPLETED. ON GOING OPERATIONAL TASK.
- 18. The gas station and convenience store shall operate in an organized, well-kept, clean, neat and professional manner. The inside of the store shall be maintained, painted, and clean for the public. Damaged or dirty walls, floors, coolers, bathrooms, racking, displays lighting, etc. shall be taken care of or repaired promptly. Malfunctioning gas pumps shall be repaired as soon as possible. COMPLETED. ON GOING OPERATIONAL TASK.
- 19. A Kenosha County Health Department permit and regular inspections will be conducted on the premises. Violations may result in the suspension or revocation of the Health Permit and the Conditional Use Permit.
- 20. Hours of operation (when the public is allowed to enter or remain on site for business purposes) be limited from 5:00 a.m. to 12:00 a.m. daily. A Temporary Use Permit may be issued for 24-hour operations during any holiday period. A Temporary Use Permit may be issued for 24-hour operations during any holiday period subject to approval of the Village Police Chief. In addition, a 24-hour holiday operation may require the owners to enter into an agreement and par for the overtime services of the Police Department, a determined by the Police Chief. Pursuant to the zoning ordinance and liquor license requirements, the store is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m. AGREED.
- 21. Delivery hours or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m. AGREED.
- 22. All signs shall comply with Article X of Chapter 420 of the Village Municipal Code and with the BP Amoco PUD Ordinance on file with the Village. All signs shall be in good working order, properly maintained, repaired as needed, painted and well-kept.

WALL SIGNS HAVE BEEN REMOVED AND A FEW DAMAGED BRICK WALL AREAS REMAIN ON THE BUILDING – STAFF WILL DISCUSS REPLACEMENT SIGNAGE WITH OWNER.

- 23. The following types of signs are prohibited and shall not be installed. For a complete listing of prohibited signs refer to the Article X of Chapter 420 of the Village Municipal Code.:
 - a. Any sign with flashing or pulsating lights.
 - b. Any inflatable sign, including but not limited to tethered balloon signs or other gas-filled figures.
 - c. Any temporary, spring-action metal advertising sign used, for example, to advertise cigarette or gasoline prices.
 - d. Any spotlights used as visual attention-getters.
 - e. Strings of lights, tinsel, pennants, pinwheels or other similar devices hanging between two points or attached to light poles, cars, landscaping or structures on the property. **AGREED BY OWNERS.**
- 24. The use, operations, site, building and structures shall be designed, laid out, constructed and maintained in full compliance with the approved Site and Operational Plans, the Conditional Use Permit, Liquor and Tobacco Licenses and all other applicable provisions of the Village Municipal Code and all other applicable Village, County, State or federal regulations. **AGREED BY OWNERS.**
- 25. The use, operations, site, building and structures shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the Performance Standards set out in Section 420-38 of the Village Zoning Ordinance. **AGREED BY OWNERS.**
- 26. The site, building and garbage dumpster structure shall be maintained in a clean, neat, presentable, aesthetically pleasing, odor–free, structurally sound and nonhazardous condition inside and outside of the store at all times. All litter and debris outside of the structures shall be promptly removed on a daily basis. The garbage dumpster enclosure doors shall not be left open on garbage day and shall be promptly closed after the pick-up of garbage. CLEANED UP SITE ON GOING OPERATIONAL TASK.
- 27. The handicapped parking space shall be appropriately signed, painted on the pavement and maintained pursuant to ADA requirements. **COMPLETED.**
- 28. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view. **COMPLETED.**
- 29. All required landscaping shall be installed per the plans and written verification and/or certification shall be provided to the Village by the landscape installer/designer that the landscaping has been installed in accordance with the Village approved landscape plan. **COMPLETED**.
- 30. On site building alterations/modifications or changes in the operations or use of the site shall be in strict conformity to the Village approved plans and the Settlement Agreement approved in connection with the petition for this Conditional Use Permit. Violations of these conditions may result in the suspension or revocation of the conditional use permit and zoning violation prosecution, or both. **COMPLETED.**

- 31. All uses shall conform to applicable Village Ordinance requirements, and to all other applicable local, County, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water discharges and storm water management, noise, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive as determined by the Village shall apply. AGREED BY OWNER.
- 32. All required permits shall be obtained from the Village prior to commencing work. All applications for permits shall provide sufficient details to understand the scope of work being performed. **AGREED BY OWNER.**
- 33. Operation of the use granted herein shall be in strict conformity to both plans and documents filed and approved in connection with the petition for Site and Operational Plan approval. Any violation of these conditions may result in the revocation of the approval or zoning violation prosecution, or both. **AGREED BY OWNER.**
- 34. No changes to the exterior site, building or structures shall be made without the Village's approval. No painting of the exterior of the BP station building or garbage dumpster enclosure shall be permitted, unless expressly permitted by the Village. Colors for building trim work shall be approved by the Village. **AGREED BY OWNER.**
- 35. Any addition, alteration, extension, expansion or other proposed change in the approved operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew. **AGREED BY OWNER.**
- 36. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land.
- 37. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village General Zoning and Floodplain/Shoreland Zoning Ordinance.
- 38. Upon approval, the Village will prepare the required Conditional Use Grant Document to be executed by the property owner prior to issuance of the required permits. After the document is executed, it shall be recorded at the Kenosha County Register of Deeds office at the owner's expense. EXECUTED AND COMPLETED.
- 39. The petitioner shall provide the Village with the name(s) and title(s) of the authorized person(s) for VIDHYA Corp, VIII, INC to sign the document so that the required Conditional Use Grant Document can be prepared. PROVIDED.
- 40. If building permits are not issued within said 180 days the Site and Operational Plan approval said approval shall be void. **COMPLETED.**



Office of the Village Engineer/Building Inspection Michael Spence, P.E., LEED[®]AP

TO: Jean Werbie-Harris/Community Development Director

CC: Mike Pollocoff/Village Administrator

FROM: Mike Spence/Village Engineer

DATE: May 23, 2013

SUBJ: Pleasant Prairie BP Station Remediation Status

The Village entered into a settlement agreement with VIDHYA Corp VII, Inc. "Vidhya" on November 19, 2012. The agreement stipulated the terms and conditions that Vidhya must follow to remediate and eliminate illicit stormwater discharges from the site. The agreement was amended on April 1, 2013. The specific terms included and their status is as follows:

Item	Status/Comments
Conduct interim remedial activities by installing frac water	Complete.
holding tank for pump out and ground water level control;	
Prepare and submit to the Village a written plan for	Complete.
sampling, and analytical testing of the storm water	
discharge.	
Prepare a daily inspection log (to be delivered to the	These logs are being submitted on a
Village Engineer weekly) and complete daily inspections of	weekly basis.
the Property, to include the storm water discharge culvert	
and the road ditch and weekly checks of the tank sumps.	
Prepare a preliminary Site Investigation Plan based on	A preliminary site investigation plan was
the information and sampling results developed during	submitted.
implementation of the remediation plan.	
Installation groundwater monitoring wells and soil probes	Complete.
pursuant to the Preliminary Site Investigation Plan.	
Prepare and submit to the Village a preliminary	Complete.
remediation plan	
Contain any contaminated materials at the Property,	Generally acceptable. There were
including but not limited to maintaining and replacing, as	instances when the Village had to note
necessary, surface water skimmer booms and/or	that sheen was getting past the first
additional materials to capture any sheen in the road ditch	boom.
area	
Install a system of blocking/recovery wells near the storm	Complete.
water outfall and near the sanitary lateral (also submit	
and obtain Village Erosion Control Permit) and install a	
carbon treatment system on the Property to treat and	
control groundwater level in the tank field and construct	
a heated and insulated small structure that will prevent	
equipment from freezing.	





MEMO

Office of the Village Engineer/Building Inspection **Michael Spence**, **P.E.**, **LEED**[®]

Replace northerly outfall manhole	Complete.
Re-sod and restore the Property disturbed by	Complete.
implementation of Remedial Activities	
Substantial completion and operation of all Remedial	Substantial Completion extended to April
Activities shall take place on or before April 1, 2013,	22, 2013 and Final Completion extended
and final completion of all Remedial Activities shall	to May 20, 2013 by an amendment to the
take place on or before May 1, 2013 (the "Compliance	Agreement.
Date").	
Revised Substantial Completion date: April 22, 2013	Date achieved.
Revised Final Completion date: May 20, 2013	See following items.
Revised site investigation plan	Ongoing.
Submit as-built plans	Not received as of May 22, 2013
Emergency action plan-power loss	Need copy of signed agreement between
	Owner and consultant as to routine onsite
	operations and monitoring.
Provision in agreement that Vidhya to pay all reasonable	As of May 22, 2013, Vidhya owed
costs related to the remediation program	\$45,945.53-this amount was paid on May
	23, 2013. Ongoing costs will be incurred
	and must be timely paid for staff costs,
	consultant fees and legal fees. It also
	includes other operational charges such
	as sanitary sewer, snow plowing, and
	weights and measures fee.
Submittal of tabulated monitoring and sampling results	This is ongoing.
Building, fire and electrical inspections	Passed.

In summary, the remediation system has treated more than 200,000 gallons of petroleum contaminated groundwater. The communications between the Owner's environmental consultants and the Village have improved. The overall project is dynamic in that we are still working on the clean-up portion of the project. Once recent soils testing and groundwater monitoring sampling results are received the Village will receive recommendations from the Owner's consultant for additional sampling and a final site remediation plan. This plan would quantify what surrounding areas need to be cleaned-up and soil removed from the site. The dates have not been established for this yet.

My recommendation is that the Conditional Use Permit be authorized for certain period of time. This is because of the ongoing activities and the need to hold the Owner accountable for the ongoing operation of the remediation system.

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.

Recommendation:

Village staff recommends that the Plan Commission approve the **Conditional Use Permit** subject to the attached comments and conditions of the Village Staff Report of May 28, 2013.

VILLAGE STAFF REPORT OF MAY 28, 2013

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.

PUBLIC HEARING COMMENTS:

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

Findings of Fact

- 1. The petitioner is requesting a **Conditional Use Permit** for Harpe Development LLC to use the house located at 10382 Cooper Road as a model home. (**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, model single-family homes and related temporary real estate sales offices or marketing centers are allowed in the R-4 District with the approval of a Conditional Use Permit issued by the 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/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 (2) 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 (104th Street). Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency or hinder traffic visibility.
- 7. The conditions for approval of a model home, including the Village Zoning Ordinance Conditional Use Permit standard conditions pursuant to Section 420-148 (67), are set forth in the staff recommended conditions of approval as identified in this Village Staff memorandum.
- 8. Notices were sent to 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 Article XVIII of the Village's Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit.

Village Staff Conclusions and Recommendation:

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

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- > the proposed and applied for use on this particular parcel is not inherently inconsistent with either the R-4, Urban Single Family Residential District in which it is located or the adjoining residential neighborhood; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water services, storm water management, streets and highways and fire protection.

Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit as specified above; then approval of the Conditional Use Permit to use the house as a model home shall be approved subject to the following conditions:

- 1. 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/sales center.
- 2. The garage shall not be converted for use as a showroom or sales office.
- 3. The petitioner is responsible to ensure that any brochures or informational marketing materials used to market the model home that are distributed on-site do not blow onto adjacent properties. All litter or debris generated at the site shall be picked up at the end of every business day.
- 4. Proper exterior maintenance of the property shall be provided, such as but not limited to lawn and yard maintenance and snow removal.
- 5. Said model home shall be handicapped accessible and meet all ADA requirements.

- 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 (104th Street). Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency or hinder traffic visibility.
- 7. The model home may operate from this location for a period not to exceed two (2) years from the date of <u>verbal inspection approval occupancy</u> of the home or until the home is sold, whichever comes first.
- 8. 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.
- 9. The model home shall **not** be used as living quarters pursuant to the Conditional Use Permit.
- 10. Prior to any model home sign being installed, the property owner shall obtain the required sign permit. (A sign application has been submitted and will be issued upon approval of the Conditional Use Permit and execution of the required Conditional Use Grant Document.)
- 11. The model home site shall not display any streamers, banners, triangle flags, pennants, strings of pennants, pinwheels, etc., at any time on the property. No off-lot directional, marketing or off-premise advertizing signage is allowed during the week or on the weekends. Violation of this requirement may result in immediate revocation of this conditional use permit.
- 12. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, noise, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.
- 13. No use on site 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.
- 14. No changes to the exterior site or house conditions shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved model home operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
- 15. Upon approval of the Conditional Use Permit the property owner shall sign the Conditional Use Grant Document and the document shall be recorded at the Kenosha County Register of Deeds office.
- 16. The Conditional Use Grant shall become effective upon the execution and recording of the document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the Conditional Use Permit(s) or zoning violation prosecution, or both.
- 17. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.

PLEASANT PRAIRIE

Exhibit A

Rev. 1/98	
2/01	
1/04	
1/14 20 13 5/21 2013	
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Public Hearin

Fee Paid

Notices Mailet

VILLAGE OF PLEASANT PRAIRIE CONDITIONAL USE PERMIT

(Use this application only if a Site and Operational Plan approval is not required.)

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

 $I, (We), the \ undersigned \ owner(s)/agent \ do \ hereby \ petition \ the \ Village \ Plan \ Commission \ for \ a \ Conditional \ Use \ Permit \ as \ hereinafter \ requested.$

Conditional Use Fernit as herematter requested.		
It is petitioned that the following Conditional Use Peri	nit be approved:	
model home permit		
on the property located at: 10352 Cooper (address).	and is legally described as follows	
as follows: Village Cheen Heights Lot 64		
0		
Tax Parcel Number(s): $92 - 4 - 122 - 232$	1010-3	
The proposed use for this property is:	nome	
Current zoning of the property: Roadestial		
Proposed zoning of the property: Residential		
I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine additional information that may be needed to consider the 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:	OWNER'S AGENT:	
Print Name: Honge Development	Print Name:	
Signature: Wi Hou	Signature:	
Address: 7530-39th owe.	Address:	
Konada W 53142 (City) (State) (Zip)		
$\begin{array}{c} \text{(City)} & \text{(State)} & \text{(Zip)} \\ \text{Phone:} & 2 \log 2 - 577 - 5417 \end{array}$	(City) (State) (Zip)	
	Phone:	
Fax: <u>262-517-5437</u>	Fax:	
Date 4/23/13	Date:	



Harpe Development, LLC 7530 39th Ave.

Kenosha, WI 53142 Office 262.577.5417 Fax 262.577.5437 www.HarpeDevelopment.com

> Sales@HarpeDevelopment.com (Dustin) Admin@HarpeDevelopment.com (Cory)

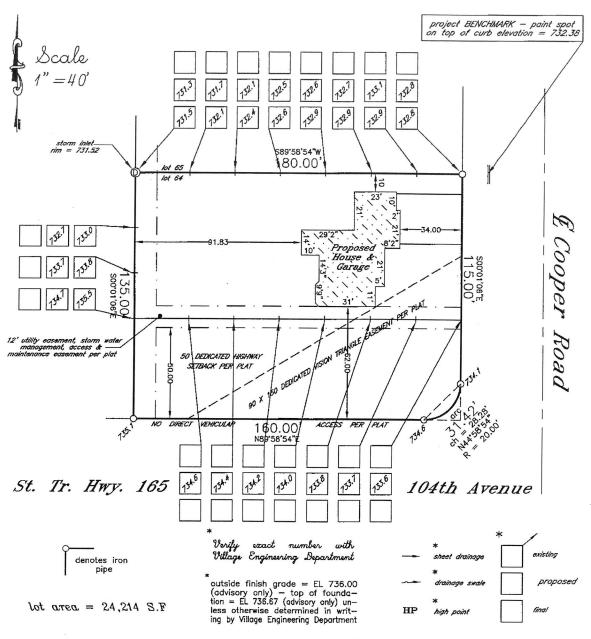
May 2, 2013

Attn: Peggy Herrick

Peggy-

In regards to the conditional use permit for 10382 Cooper Road, please note that the hours of operation will be by appointment only on weekdays and 9:00 am til 4:00 pm on the weekends. Excluding holidays.

Thank you



Proposed building field staked true size. Contractor to verify all dimensions before building by same and adhere to drainage plan in effect for this subdivision. Refer to a current title report for easements or restrictions which may affect the use of this site that are not shown on the recorded subdivision plat.

J.K.R. SURVEYING, INC. 8121 22ND AVENUE KENOSHA, WI 53143

I hereby certify that this property was surveyed under my direction and this plat is a true re presentation thereof.

Reg. Land Surveyor fanuary 14, 2013

Plat of Survey of

LOT 64 IN

VILLAGE GREEN HEIGHTS

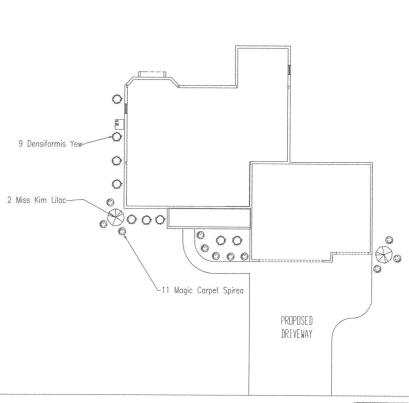
in SW1/4 Section 23-1-22

VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WIS.

> -for-Harpe Development



VILLAGE GREEN 64



LEGEND

-VV-SILT FENCE

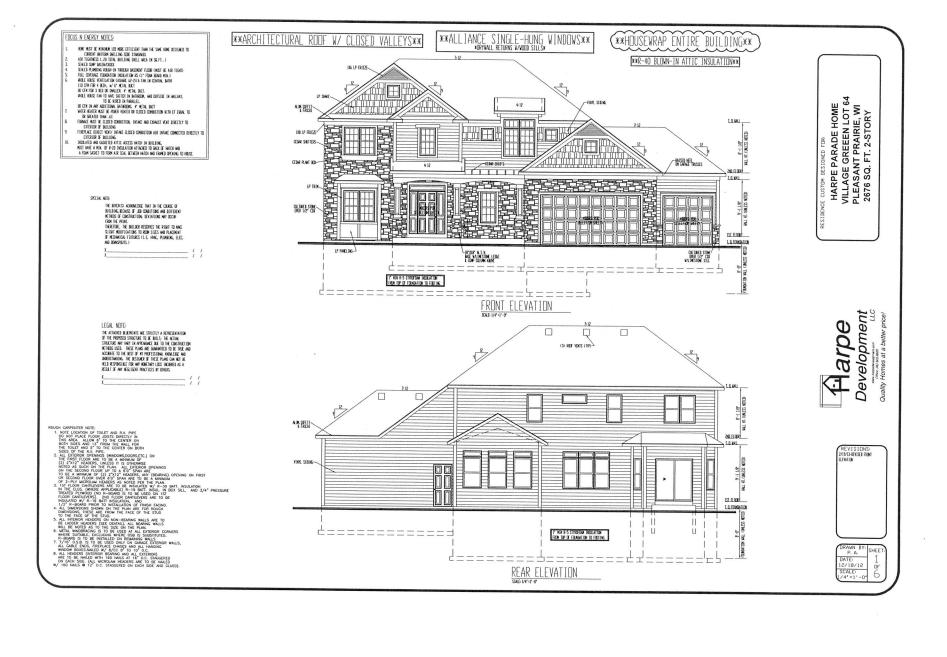
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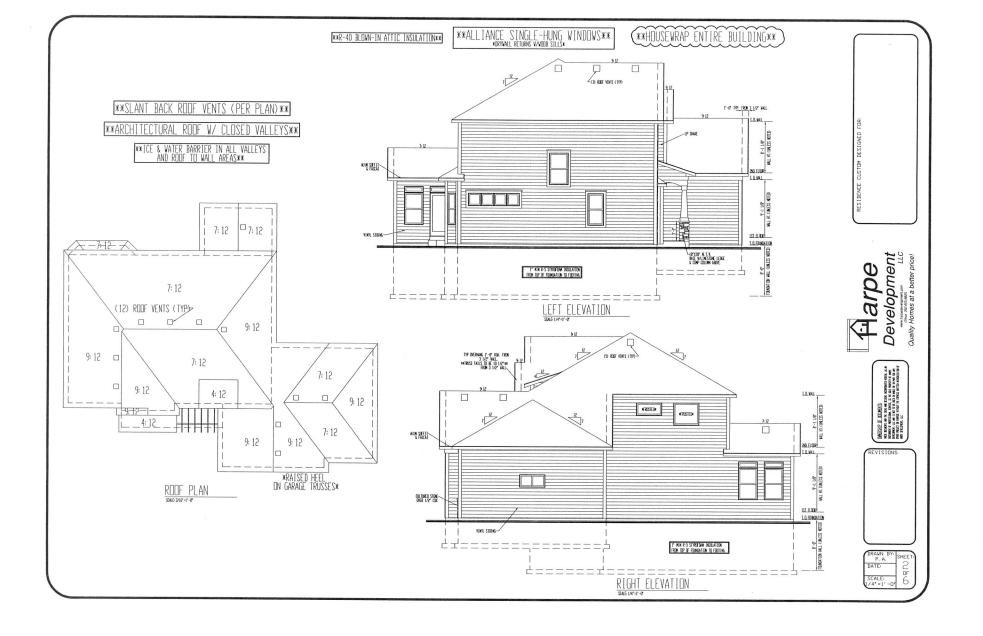
-FUTURE CONCRETE

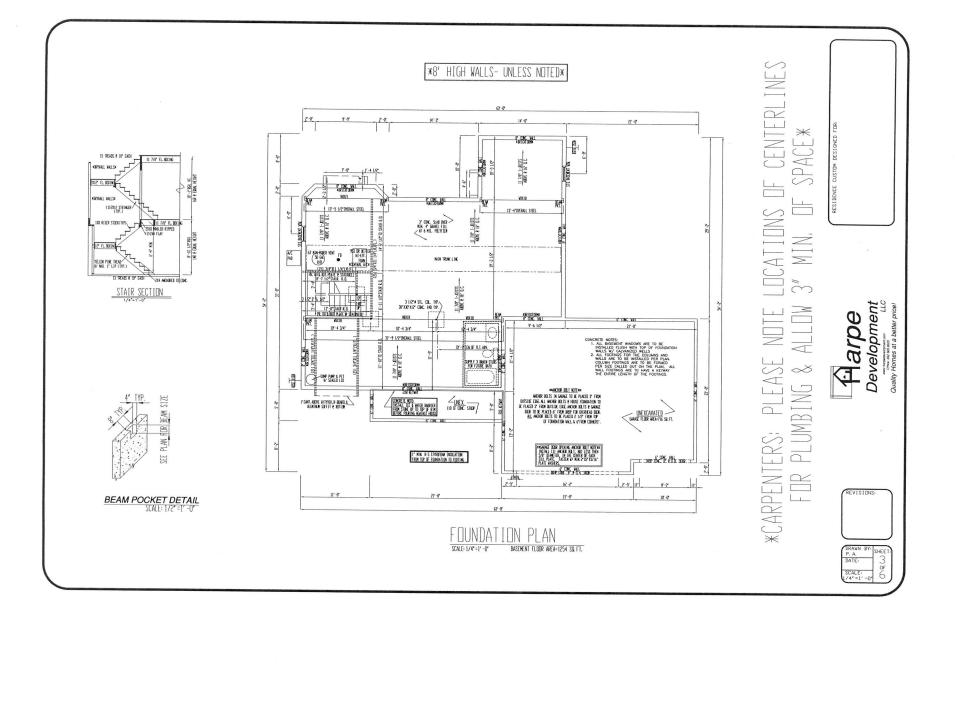
LANDSCAPE PLAN

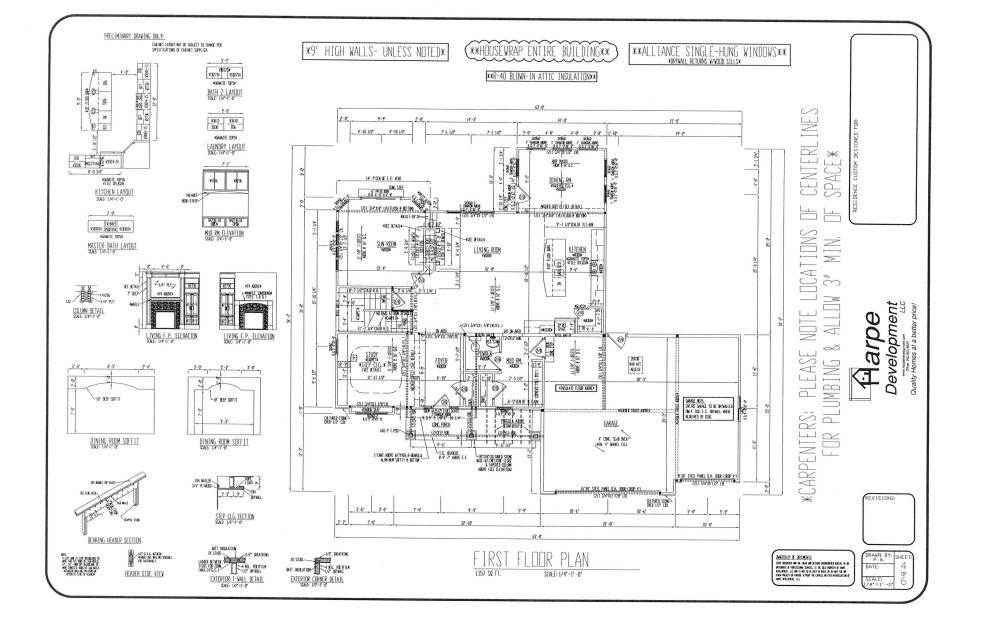
REVISIONS:

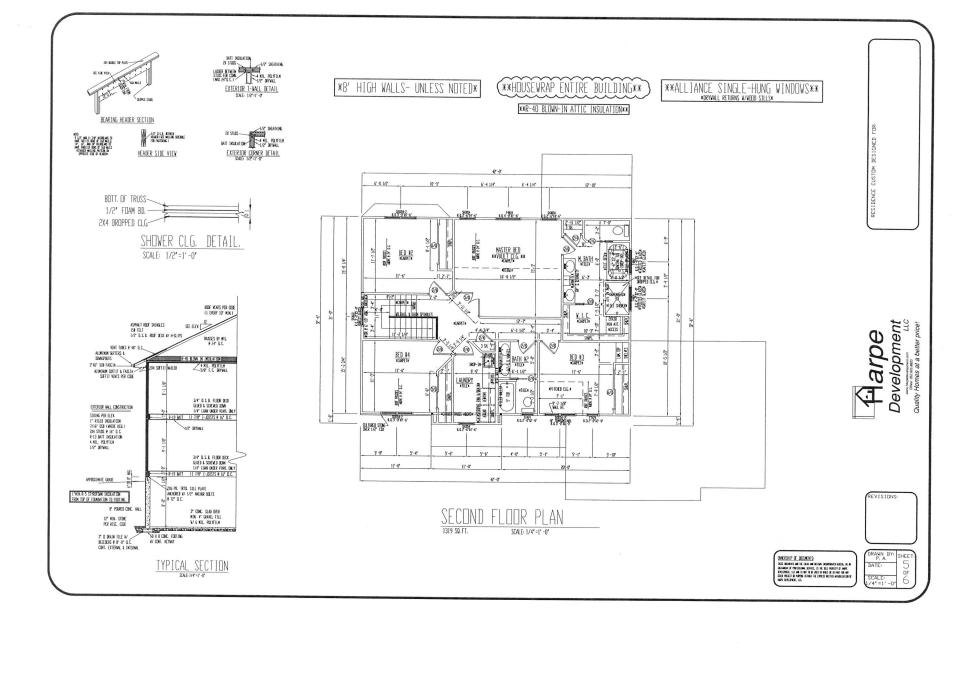
DRAWN BY: P. A.	SHEET:
DATE: 1/4/13) OF
SCALE: 1/4"=1'-0"	1

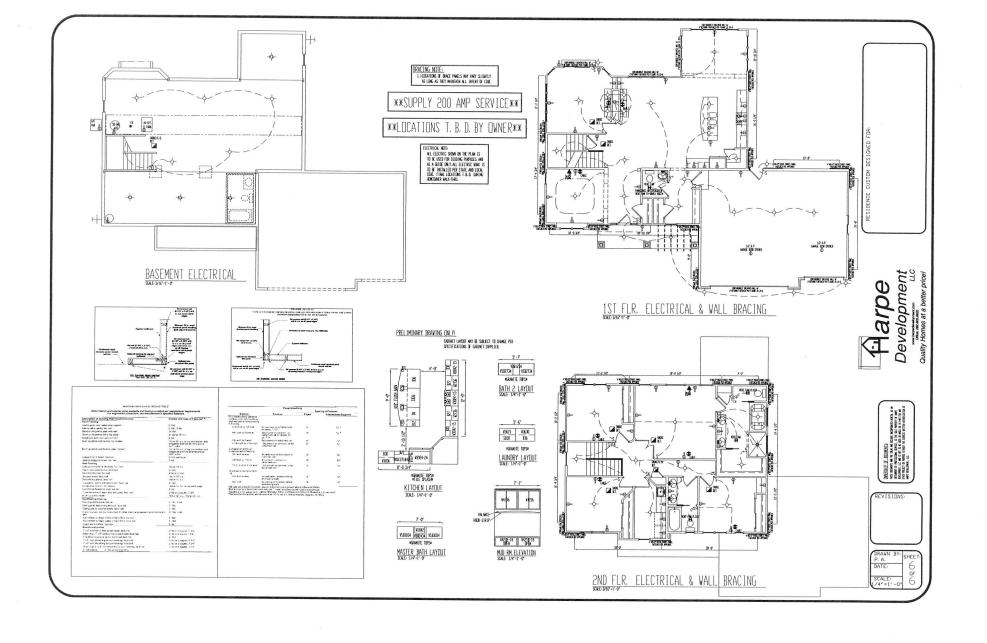












THESE ITEMS ARE RELATED AND WILL BE DISCUSSED AT THE SAME TIME HOWEVER SEPARATE ACTION IS REQUIRED.

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.

Recommendation:

Village staff recommends that the Plan Commission approve the **Site and Operational Plans** subject to the comments and conditions of the Village Staff Report of May 28, 2013.

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.

Recommendation:

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Text Amendment** as presented in the Village Staff Report of November 12, 2012.

VILLAGE STAFF REPORT OF MAY 28, 2013

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.

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.

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

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 (at the southeast corner of 104th Avenue and STH 50 between Olive Garden and Cheddar's Casual Café-under construction).

The property is zoned B-2 (PUD), Community Business Zoning District with a Planned Unit Development Overlay Zoning District. The B-2 District allows for the retail uses within a multi-tenant building.

PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT (PR WEST). On August 20, 2012 the Village Board conditionally approved a Conceptual Plan for the development of PR West and adopted the PR West PUD (Ord. #12-29) that specifically allows for shared cross access for the lots as well as specific signage requirements for monument signs for each individual lot and the for two (2) shared signs for Lots 1-3 within the PR West.

The Conceptual Plan for PR West encompasses 9.2 acres located at the southeast corner of STH 50 and 104th Avenue within the Prairie Ridge Development. The property was subdivided into four (4) lots for commercial development sites. Cheddar's Casual Café, as conditionally approved by the Plan Commission on November 12, 2012 is currently under construction on Lot 1 and The Plaza is proposed to be developed on Lot 2 within PR West.

The primary site access provided to the PR West area is a right-in, right-out only access (at about the 7600 block) from 104th Avenue and a secondary access is through a private roadway extending from the lot to 77th Street. Lots 1, 2 and 3 also have cross access easements as shown on the CSM to allow for access between the sites and to the east through the Olive Garden and Famous Dave's parking lots which leads to another access connection to 77th Street. There is no direct access permitted to STH 50 from any of the lots.

On August 13, 2012 the Plan Commission approved Preliminary Site and Operational Plans to allow for the mass grading and installation of public and private infrastructure improvements for PR West. On August 20, 2012 the Village Board approved the Development Agreement for the installation of the required public improvements for PR West.

A Prairie Ridge West Commercial Development Owner's Sub-Association to manage the shared maintenance responsibilities of all internal commonly owned improvements has been established for the four (4) lots within PR West and a *Declaration of Covenants and Restrictions for the Prairie Ridge West Commercial Development* has been recorded. The

lots within PR West shall conform to these restrictions (**attached**), in addition to the original Prairie Ridge Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants, which may be amended from time to time.

SITE AND OPERATIONAL PLANS FOR THE PLAZA AT PRAIRIE RIDGE. EVO Development, Inc., 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 3 to 5 retail tenants. [Note: due to potential tenant modifications, the plans have been revised slightly to reduce the building width by 5 feet thus bringing the building from about 9,500 square feet to 9,000 square feet]

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 in the day depending on specific operations and adjustments for peak hours.

Pursuant to the district regulations, hours of operation, when the public is allowed to enter or remain on site for business purposes is limited to 5:00 a.m. to 12:00 midnight. 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 is limited to 6:00 a.m. to 10:00 p.m. maximum.

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

Site Access and Parking: As noted above, there is no direct access from STH 50 to the site. Access to The Plaza at Prairie Ridge will be from the shared private accesses from both 104th Avenue and 77th Street. In addition, access is provided from the east through cross access easements through the Olive Garden and Famous Dave's parking lots, which will provide another access point to 77th Street. Prior to occupancy, the access to 104th Avenue and 77th Street shall be installed and paved, along with the access connections to the Olive Garden Site to the west both north and south of the building.

Pursuant to the PUD (Ord. #12-29) shared cross-access driveways are allowed and may cross property lines within PR West, however, there must be a minimum of 20 feet between the side and rear property lines within the PR West development area and driveways must be a minimum of five (5) feet from any wetlands on said property. In addition, parking lot areas including maneuvering lanes must be set back a minimum of 10 feet from the adjoining STH 50 public street right of way. Parking lot areas must be a minimum of five (5) feet from any wetlands within PR West. [No setbacks are required between all interior lot lines within PR West due to their nature of having "shared" improvements].

The Village Zoning Ordinance requires retail uses to have a minimum of one (1) parking space per 200 square feet of floor area, plus one (1) parking space per two (2) employees plus the required handicapped accessible parking spaces. (9,000/200*1)=45 parking spaces + (20 employees maximum/2*1) = 10 parking spaces. Therefore, the ordinance requires a minimum of 55 parking spaces plus the required handicapped accessible parking. The site provides for 75 parking spaces including three (3) handicapped accessible parking spaces, which exceeds the minimum parking space requirements.

Daily average truck trips and total daily average trips generated will depend on the final tenant lineup. However, they should be consistent with other 9,000 sq. ft. retail developments in the area.

Building and Design: The Plaza at Prairie Ridge lot is 1.42 acres and has 23.2% or (13,635 sq. ft.) of open space on the site and the open space within the PR West is 76.8%. [Note: these numbers may change slightly with the reduction of the building size]. Pursuant to the PUD Ord. #12-29 each lot within the Development shall maintain a minimum of 20% open space and the entire development shall maintain a minimum 75% open space.

The retail building meets the following minimum setback requirements: 65 feet from property line adjacent to STH 50 and 30 feet from all other property lines.

The building materials consist of a Natural Stone veneer (color: Shady Canyon), Brick (color-Sable) with cast stone bandings and EFIS accents on the upper levels. In addition there will be a combination of fabric awnings.

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 PR West development. Pursuant to the Agreement, the DSIS shall be operational prior to the Village providing a written Certificate of Compliance (Certificate of Occupancy).

In addition to the DSIS, adequate parking lot and building lighting will be provided during dusk/dawn and overnight hours and steps will be taken to make sure landscaped areas in and around ingress/egress points of the building will not be too tall and "hide" doors from camera or law enforcement.

The Plaza at Prairie Ridge will comply with all municipal codes and adhere to the PUD guidelines set forth in Ordinance 12-29 related to the Prairie Ridge West Development. Each tenant will be individually be responsible for securing all state and local permits and approvals necessary for its own operations.

Waste Disposal: The Plaza at Prairie Ridge will include a shared recycling/refuse area which will be maintained regularly to prevent any buildup and refuse storage. In addition, the shopping center will be regularly monitored for all typical maintenance items, trash pickup and general cleanliness. The shared recycling/refuse area is attached to the southeast corner of the building constructed of the same brick materials as the main building. The enclosure gate will be cedar boards painted/stained to match the brick on a solid gate frame.

ZONING TEXT AMENDMENT: On August 20, 2012 the Village Board adopted Ord. #12-29 to create the specific PUD requirements for the PR West which includes this property. The petitioner is requesting to amend this ordinance related to the signs for Lot 2.

A **primary monument sign** is proposed to be installed adjacent to STH 50 that is up to 160 square feet and 16 feet high similar to the size of the primary monument sign for Prairie Ridge Commons development to the east.

The amount of **allowable commercial advertising signage** allowed per tenant is proposed to be same as Prairie Ridge Commons. The total aggregate permitted background commercial advertising sign area requirements would be amended as follows::

- Sign Size: 50 square feet maximum per building faceted per tenant/store space (as shown on the plans).
- Sign Height: Three (3) feet Maximum

• Compliance with all requirements of Section 420-76 DD entitled Wall Sign as may be amended from time to time.

RECOMMENDATIONS:

<u>Village staff recommends approval of the Zoning Text Amendment as presented.</u>

<u>Village staff recommends conditional approval of the Site and Operational Plans subject to</u> the above comments and the following conditions.

- 1. Prior to issuance of building permits, the amendment to the Prairie Ridge West Commercial Development PUD shall be approved by the Village Board (*to be considered on June 3, 2013*).
- 2. 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 and three (3) revised plans shall be submitted for final staff review and approval prior to issuance of any permits to commence construction. USE THIS MEMORANDUM AND PLACE NOTES IN THE MARGIN AS TO HOW EACH COMMENT IS BEING ADDRESSED AND RETURN THIS MEMO AND REVISED PLANS TO THE VILLAGE.
 - a. The Architectural and Civil Plans shall be combined into one plan submittal. Since the title sheet (T1) includes a listing of the Civil Plans this should be the first plan set.
 - b. On the title sheet (T1) include site and building data similar to the information shown on Sheet C-3. (Update to show the correct building footprint and size).
 - c. The Site Plan on the title sheet (T1) shall more clearly show the parcel being developed and add the legal description of the parcel to this plan sheet.
 - d. On sheet C-1 correct the email address for Jean Werbie-Harris under Village Contacts. It should be jwerbie-harris@plprairiewi.com.
 - e. On Sheet C-1 correct the name and email address for We Energies. It should be Linda Schreier in addition correct the email address to: linda.schreier@we-energires.com.
 - f. Correct the scale on sheet C-3. Drawings are shown at 1''=20'.
 - g. Provide temporary inlet protection for storm sewer catch basin 4.1.1.
 - h. Reesman's Grading and Excavating Inc., provided an as-built elevation of 693.95 for the sanitary stub during the construction of the public sewer main. Plan elevations shall be changed as required.
 - i. Correct the scale on sheet C-4. Drawings are shown at 1''=10'.
 - j. Revise the standard sanitary detail Public sanitary sewer manholes and sampling manholes shall have benches poured in place.
 - k. Revise Village Standard Fire Hydrant Detail to note "Adaptor II" by Adaptor Inc. for the valve box.

- I. On Plan Sheets C3-C7:
 - i. Clearly label the "Landlord Room" and "Security Room" located in the southwest corner of the building.
 - ii. Clearly label the "Dumpster/Trash Enclosure" located in the southeast corner of the building.
 - iii. Clearly label the "Electric Transformer" located along the south side of the building.
 - iv. Clearly label the "Primary Monument Sign" located along STH 50.
- m. On sheet C-2 show the landscaping symbol in the parking lot islands.
- n. Provide a detail and colors for the proposed bollards shown on sheet C-3. The bollards shall be painted to match the building.
- o. Provide a detail of the wheel stops shown on Sheet C-3. These shall be concrete.
- p. Provide a detail of the proposed handicapped accessible signage. The posts shall be decorative and not painted metal stakes.
- q. Note on the details for the roof drain/downspout riser detail on Sheet C-9 that the color to match or complement the building.
- r. Plan Sheet LSP1.3- There is no landscaping located around the electrical transformer, there only appears to bollards. Some type of landscaping shall be used to help screen and soften the electrical transformer area.
- s. The service doors on the rear of the building shall include a small area for the tenant number and the tenant name. Show a detail of the size and the print font.
- t. The east elevation shall include additional details at the southeast corner.
- u. Show the proposed location and color of the electrical boxes on the building on the elevations. The boxes shall be painted to match the doors and other site accessories.
- v. Color samples and material board of all exterior materials shall be submitted for review and approval.
- w. Details and cut sheets for all exterior site and building lighting shall be provided for review and approval.
- x. Submit cut-sheets of the proposed exterior parking lot lighting fixtures that shall be the same used within PR West and the Cheddar's site.
- y. The planting size of the Perennial Grass and Perennial is too small, revise the plans.
- z. Include parking lot markings/signage plan.
- 3. Compliance with the conditions of the attached memorandum dated April 18, 2013 from the Village Fire & Rescue Department. Pursuant to condition #2 a letter shall be submitted to the Fire & Rescue Department prior to obtaining building permits stating that the project will comply with all requirements of this memo. A copy of this letter shall also be provided to the Community Development Department.

- 4. Compliance with the following conditions from the Village Building Inspection Department:
 - a. All building, plumbing, lighting and HVAC plans will need to be designed to the 2009 IBC Codes, Wisconsin Plumbing Code and be State Approved prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.
 - b. Halls, corridors, stairways, passageways, work aisles and other means of egress shall have emergency lighting and exit lighting per Article 700 of the NEC. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.
 - c. If water main is to serve both domestic and fire protection combined, the plans will need Department of Safety and Professional Services approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.
 - d. Complete erosion control measures, silt fence and gravel access drives must be installed and maintained per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
 - e. All commercial buildings are required to install a sampling manhole per Municipal Ordinance 285-18 C.
 - f. The site and building shall comply with all requirements of Barrier-Free Design.
 - g. The electrical contractor will be required to be licensed by the Village. The electrical contractor shall obtain a permit from the Village prior to beginning work. Low voltage electrical contractors must obtain permits, but a Village license is not required.
 - h. Building plans shall show a detail on fire stopping of all penetrations though fire rated walls and fire separation walls.
 - i. Sprinkler plans are required to be submitted to and reviewed by the Village Fire & Rescue Department.
 - j. Any and all fire alarm installations require plan review and permits directly from the Village of Pleasant Prairie Fire & Rescue Department.
 - k. General contractor and all sub-contractors must be registered with the State of Wisconsin Safety and Professional Services.
 - I. 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.
- 5. Written approval of the Site and Operational Plans from <u>both</u> the Prairie Ridge Commercial Owners Association and the Prairie Ridge West Commercial Association shall be submitted to the Village prior to obtaining building permits.
- 6. Upon approval of the revised Site and Operational Plans, and prior to the issuance of the required permits an electronic pdf of all plan sheets shall be provided to the Village.
- 7. Prior to work commencing site and building improvements all required permits shall be issued by the Village.

- 8. Impact fees shall be paid prior to issuance of the building permit. (Based upon \$1.94 per \$1,000 of valuation as determined by the Village Assessing Department's Marshall & Swift analysis).
- 9. Municipal connection fees shall be paid prior to the connections to the sanitary sewer system.
- 10. 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 10:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m.
- 11. There shall be no construction parking permitted on 104th Avenue, STH 50 of 77th Street. On-site (off-street) parking shall be designed to accommodate all construction related workers and site visitors.
- 12. 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 Village rights-of-way. All construction related signage shall be approved and sign permits must be issued by the Village.
- 13. After footings and foundations are installed and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
- 14. 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.
- 15. 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.
- 16. Prior to occupancy all required public and private improvements required to be installed pursuant to the Development Agreement and related documents for the Prairie Ridge West Commercial Development shall be completed, tested and accepted by the Village.
- 17. Prior to occupancy of a building on Lot 2, the access from 104th Avenue and 77th Street shall be paved along with the access along the east property line both north and south of the building (connecting to Olive Garden parking lot).
- 18. Prior to occupancy and pursuant to the DSIS Agreement, the system shall be installed, inspected, fully operational and dedicated to the Village.
- 19. Prior to occupancy, each handicapped accessible parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.
- 20. All required landscaping, screening and retaining walls 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.

- 21. Prior to written occupancy, three (3) copies of a building and site as-built plan, stamped by a Wisconsin Registered Land Surveyor, shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all signage and pavement markings were installed per the approve site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the signage companies that the signage was installed pursuant to the Village approved Signage Plans shall be submitted.
- 22. Prior to written occupancy, an as-built record drawing of graphical data of all private and public sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
- 23. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
- 24. No site within 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.
- 25. All signs shall comply with of Article X of Chapter 420 of the Village Municipal Code unless specifically modified in the Prairie Ridge West Commercial Planned Unit Development Ordinance.
- 26. 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.
- 27. At no time shall any site within the development be used to sell or advertise any vehicles that are "for sale".
- 28. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
- 29. 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.
- 30. There shall be no semi-truck/trailer or box truck parking permitted on the site except during delivery operations.
- 31. There shall be no outdoor storage or display of materials, goods or equipment on the site, unless as approved by the Village.
- 32. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited. Outdoor

- storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.
- 33. No trucks, trailers or cars with advertising signage shall be parked on the site in a manner that would display advertising of a business on the properties.
- 34. 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.
- 35. This site shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
- 36. 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.
- 37. 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 Site and Operational Plan for The Plaza at Prairie

Ridge

DATE: April 18, 2013

The proposed project will consist of one retail building, 9,500 square feet in size. The building will consist of 3 to 5 retail tenants.

The Owner and Fire Protection contractors need to review Village of Pleasant Prairie Ordinance Chapter 180 Fire and Rescue prior to submitting any plans for review. The Fire & Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually.

The facility is classified under Wisconsin Administrative Code, Wisconsin Enrolled Commercial Building Code, in particular those items that pertain to fire protection and life safety. 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. The concerns of the 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. Insurance Carrier: The Owner 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.
- 4. 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.

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

- This is a review of the Final Site and Operational plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: 4/11/13.
- AED. Because of the overall building size the owner shall install one or more public access Automatic External Defibrillator (AED) onsite for employee use in the event of a sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary to perform CPR and to operate the AED.
- Fire Alarm Control Panel: The main FACP <u>will</u> be placed in the fire sprinkler riser/fire pump room. Remote annunciator panel locations will need to be determined.
- Fire safety system plans, such as fire sprinkler and fire alarm plans, will
 need to be submitted to the State of Wisconsin Department of Safety and
 Professional Services and also to this fire department for review. No
 installation of any fire protection system is allowed until a satisfactory
 review is obtained from both departments.
- Fire hydrants: Drawing dated 4/11/3 does not meet the Village Ordinance of a maximum distance of 350 feet apart. Hydrants shall always be visible and accessible, in particular in any area where trailer trucks will be parked or staged.
- 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 a tenant(s) is secured.
- 1. **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 exterior exit pathways as well as access to the Fire Riser Room shall have a hard surface, leading to a hard surface.
- Place of Refuge: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "place of refuge" or "safe haven" during severe weather such as a tornado.
- 3. Water Mains and Laterals (Lead-Ins): The size of the water main laterals (lead-ins) to the proposed building must be designed by a Wisconsin licensed fire protection designer and indicate so in a letter to the Department before the mains or laterals may be installed. This is to assure that the fire sprinkler design density will have a sufficient water supply. In summary, the lateral size is determined by the fire sprinkler system demand for water.
- 4. Fire Hydrant Acceptance: The 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.
- 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.
- 6. 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.

- 7. Automatic Fire Sprinkler System: The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Information concerning the class and commodity of storage, height of storage and racking details, in the rear and on the sales floor will need to be submitted to review the correct sprinkler design.
- 8. **Fire Sprinkler System Archives**: Due to the likelihood of future tenant changes which can and do affect the layout of the fire sprinkler system, the owner of the building must retain a private contractor to both design and document sprinkler changes. This type of agreement must remain in place to continually assure the sprinkler changes meet code and that the changes do not over tax the fire sprinkler water supply.
- 9. **Pumper Pad:** A Pumper Pad (hydrant and FDC) needs to be identified on the plans for underground utilities. The Pumper Pad drawings must include the typical village detail when submitted for department review.
 - 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 connections shall be no less than 23 inches in height so that typical snowfall or snow removal operations will not obstruct access. 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. A hard surface pad will be provided four feet around each pumper pad. If a berm is proposed, it shall be designed not to impair the footing of a firefighter working at the fire hydrant(s).
 - Landscaping shall not obstruct the view or access to any portion of the fire protection system, such as hydrants, strobe lights, control valves etc.
- 10. Bollards: Shall be placed near any and all fire hydrants, remote post indicator valves (PIV) and Fire Department Connection(s) to prevent damage. Bollards shall not obstruct charged fire hoses. It is recommended that the Department approve the location of the bollard(s) before final placement is made. Six (6) inch bollards will be provided as protection.

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

NOTE: Fire hydrants that are fed by water directly from Village water mains shall be painted red with silver reflective caps, per Village standard.

- 12. Plan Review, and Permits: The plans for the fire protection underground and aboveground (sprinklers) and the fire alarm system must be submitted for review. The Village does use an independent fire safety consultant for the review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued.
- 13. 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 three weeks.
- 14. Wisconsin 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.
- 15. Exterior Strobe Light Sprinkler System: A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe lights shall meet Village specifications as found in the Sprinkler Ordinance.
- 16. Fire Alarm System: A fire alarm system will be provided with a Fire Alarm Control Panel (FACP) <u>located in the fire sprinkler riser room</u>. The system will be fully addressable so that detailed information will be received about the device in alarm. Each riser will report as a flow. Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed within this project shall activate the internal fire alarm system.
 - Manual Fire Alarm Pull Stations: Shall be located immediately adjacent to each exterior door within 'common areas'.
 - Pull Stations and Audiovisual Alarms: Shall be installed per ADA requirements.

- □ **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
- Central Station: The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a contracted Central Station that is certified by Underwriters Laboratories (UL) and approved by the Fire & Rescue Department.
 - 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 Emergency Medical: Pleasant Prairie Fire & Rescue

Phone numbers:

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

- 17. Fire Alarm System Review: The fire alarm system plans will be reviewed prior to installation. Plans should be submitted a minimum of four (4) weeks prior to installation. A permit fee applies to the fire alarm system, as well.
- 18. **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 outline the requirements of the State of Wisconsin and to assure that only a Wisconsin licensed sprinkler fitter shall perform the installation of all fire protection sprinkler 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 Commerce.
- 24. **Knox Box:** A minimum of two will be required for the building, at the door to the fire sprinkler system (riser) control valves and located at the front of the building. Exact location in the front will need to be determined by the Fire & Rescue Department and the Owner. The Knox Boxes shall be Model 4400 and be the recessed type. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.

- 25. **MSDS Knox Box**: A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed within the Fire Sprinkler (riser) Room.
- 26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number, both within tenant spaces as well as 'common areas'. The architect should show fire extinguisher locations on the final plans. The company providing the fire extinguishers shall submit a letter to the Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
- 27. Emergency and Exit Lighting: In addition to the required Exit lighting, Emergency Lighting shall also be provided. Combination units are acceptable and recommended. Both the Exit and Emergency Lighting shall have battery back-up. Exit and Emergency Lighting shall not be placed on electrical circuits supplying other devices or fixtures, this is for test purposes. These circuits shall be clearly labeled on each circuit breaker panel.
- 28. **Store Name and Address**: The store name and tenant space number shall be placed both on the front of the building as well as the back doors.
- 29. **Maintenance Area**: The maintenance/office area shall have the appropriate sufficient storage space (a fire rated cabinet) for any flammable liquids used within the common areas. Example: paints and gasoline.
- 30. Exits: All exterior exit pathways shall have a hard surface from the exit to another hard surface.
- 31. **Building Permit**: The location of the following items must be shown on the appropriate submitted plans before a building permit can be issued.
 - Pumper Pad(s)
 - Fire hydrants
 - □ Fire Alarm Control Panel (FACP)
 - Annunciator panel(s)
 - Fire alarm pull stations
 - □ Emergency and Exit Lighting
 - □ Sprinkler water flow strobe lights
 - □ Fire extinguishers
 - □ Knox Box(s)

- 32. **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(10).
 - b. Copies of the fire protection underground flushing documents.
 - c. Copies of the underground and fire sprinkler hydrostatic test certificates.
 - d. Copies of the fire sprinkler operational test certificates.
 - e. The Pleasant Prairie Fire & Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
 - f. Mount one copy of the sprinkler system chart map (incased within a waterproof frame with Plexiglass cover) in each sprinkler room.
 - g. Mount one copy of the fire alarm system chart map (incased within a waterproof frame with Plexiglass cover) near each fire alarm control panel.
 - h. Place two-inch diameter tags on all water control valves.
 - i. Floor Plans and other information: Provide two (2) compact disks CD), 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. The disks shall be in AutoCAD rev 14 format.
 - j. Place of Refuge: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "place of refuge" or "safe haven" during severe weather such as a tornado.
 - k. AED, in place at such time a tenant takes occupancy.
 - I. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
- 33. **Occupancy:** All fire and life safety requirements must be in place prior to this building being occupied.

ORD. # 13-__

ORDINANCE TO AMEND THE PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #12-29 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 Prairie Ridge West Commercial Development Planned Unit Development (PUD) Ordinance#12-29 is hereby amended pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

- 1. Subsection d (vii) related to specific modification to Primary Monument Signs shall be amended to read as follows:
 - (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 each property within the DEVELOPMENT.
 - (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
 - (3) Maximum area: 130 square feet per face, except for Lot 2 which shall not exceed 160 square feet per face.
 - (4) Maximum height: 10 feet for Lots 1 and 2, 16 feet for Lot 2 and six feet for Lots 3 and 4.
 - (5) Minimum setback distance: 10 feet from any public street or highway right-of-way line and shall not be located within any easement wherein such sign is not expressly permitted.
 - (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.
 - (11) May be three-dimensional.

2.	Subsection d(x) related to specific modification to Aggregate Permitted Background
	Commercial Advertising Sign Area shall be <u>created</u> to read as follows:

- (x) Section 420-78 K related to Aggregate Permitted Background Commercial Advertising Sign Area shall be amended for Lot 2 only as follows:
 - Aggregate permitted background commercial advertising sign area for all tenant spaces/stores on the retail building on Lot 2 of the DEVELOPMENT shall be limited to:
 - Sign Size: 50 square feet maximum per building faceted per (1) tenant/store space.
 - (2) Sign Height: Three (3) feet Maximum
 - DD time.

	(3)			nents of Section 420-76 amended from time to
	Adopted this	s day o	f	2013.
			VILLAGE OF P	LEASANT PRAIRIE
ATTEST:			John P. Steinb Village Preside	
Jane M. Romanowski Village Clerk Posted:	i			





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

USE THIS FORM FOR:

Tenants/Use changes proposing to occupy 50% or more of an existing commercial/industrial building.

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

Use requires a Conditional Use Permit.

	FOR OF	FICE U	USE ONLY	Y		
Application Filed on	111	20	13			
Preliminary Determination of	f Completene	ess on:	4/11	20/3		
Revised Plans Submitted:		_20_				
☐ Public Hearing Required:	Hearing Date	:		, 20	_	
Published on: an	ıd	, 20	Notices se	ent on:		, 20
Approved by Plan Commit	ission on		2	20		
□Zoning Admin				20		
Denied by Plan Commissi	on on		20	_		
☐Zoning Adminis	trator on		2	20		

ECTION 1: GENERAL INFORMATION
NAME OF BUSINESS: PRAIRIE RIDGE WEST - LOT Z - MULTI-TENANT RETAIL
SITE ADDRESS: T3D
BRIEF PROJECT DESCRIPTION: APPROXIMATELY 9500 S.F. RETAIL CENTER
BRIEF PROJECT DESCRIPTION: Approximately 9500 S.F. RETAIL CENTER W 3-5 TENANTS. LOT 2 OF PRARTE RIDGE WEST COMMERCIA
DEVELOPMENT CSM# 2726
PROPOSED NUMBER OF FULL TIME EMPLOYEES:
PROPOSED NUMBER OF PART-TIME EMPLOYEES: 10 - 20
SITE SIZE: 61 773 sq. ft. 1.418 acres
PROPOSED BUILDING SIZE: 9,500 sq.ft. HEIGHT: ft.
PROPOSED ADDITION SIZE:sq.ft. HEIGHT:ft.
LEGAL DESCRIPTION: LOT 2 OF CSM 2726
TAX PARCEL NUMBER(S):
CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: 8-2 (AUD)
1. Is a zoning map amendment proposed with this project? Yes Yes No
If yes, proposed Zoning Classification(s):
2. Is a zoning text amendment proposed with this project? Yes No

If yes, provide a copy of the proposed text amendment with this application

3.	Occupancy Classification specified in Chapter 3 of the 200 (2006 IBC). Include all that apply and associated square for	6 International Building Code
	☐ Factory Group F-1 (Moderate-hazard)	sq ft
		sq ft
	☐ Storage Group S-1 (Moderate-hazard)	sq ft
	☐ Storage Group S-2 (Low-hazard)	sq ft
	☐ Business Group B	sq ft
	☐ High-Hazard Group H*	sq ft
	□ Other	sq ft
		sq ft
	*If Use and Occupancy Classification is High-Hazard G written narrative that explains the specific use, quantity of hazard materials along with appropriate MSSD sheets w	of storage and handling of the high
PUBLI	C SERVICES:	
1.	Is the property serviced by Public Sanitary Sewer? YE	S D NO
	If no, the closest public sewer is located at	
2.	Is the property serviced by Public Water? YES	NO
	• If no, the closest public water is located at 17th St.	. (IN PRAIRIE RIDGE)
3.	Maximum number of gallons/minute of water expected to	be used per day is:
THIS A	APPLICATION IS FOR A: (check one)	
	Preliminary Site and Operational Plan: An applicant may a operational plan approval in connection with an erosion contragrading, or in connection with an early foundation permit, or the state of the	ol permit application for early mass
lacksquare	New Site and Operational Plan	
	Amendment to an existing Site and Operational Plan	
	 Date of initial site and operational plan approval: 	
	■ Date of each approved amendment:	
SECTION	2: EXISTING USES AND BUILDINGS ON THE SITE	
Are the	ere any existing buildings on the site? YES NO	
•	If yes, provide an attachment that explains the current uses on each building and if the use(s) is proposed to continue; and the building.	
	If no, what is the current use of the property? VACANT L	OMA

SECTION 3: PHOTOGRAPHS

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

SECTION 4: CONDITIONAL USE

- 1. Does the proposed project require a Conditional Use Permit? ☐ YES ☑ NO
 - If no then skip to Section 5.
 - If yes, then continue with this Section.
- 2. Are you amending an existing Conditional Use Permit?

 YES

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

SECTION 5: NON-CONFORMING USE

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

SECTION 6: PERFORMANCE STANDARDS

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

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

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

SECTION 7: PLAN COMPONENTS

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

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

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

SECTION 8: SIGNATURES

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

PROPERTY OWNER:	APPLICANT:
Name: Vice President	Name: TOHN HOLFLOROW - END DEVELOPMENT, INC.
Signature: The Signature Country Country	Signature: (Please Print)
Address: c/o BMOHB 770 NWater 9	\$700 Address . 5375 N. 118TH CT.
Minantee W 53202	MILWAUKOS WI 53225
(City) (State) (Zip)	(City) (State) (Zip)
Phone: (414) 765 - 7742	Phone: (414) 393-1800
Fax: (414) -765-7410	Fax: (414) 463-8975
E-mail: gay, Kauther @ bmo, com	E-mail: jholborow@ evodevoine, com
Date 2 MWCh 2013	E-mail: jholborow@ evodevoine, com Date: MAR. 21 2013
purchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant	edacted to preserve confidential information) or written
purchase, lease, etc., which may be appropriately re	edacted to preserve confidential information) or written
purchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant application shall be included with the application. DEVELOPER (if Applicable)	edacted to preserve confidential information) or written to act as the owner's agent in connection with the USER OR OCCUPANT OF SITE:
purchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant application shall be included with the application.	edacted to preserve confidential information) or written to act as the owner's agent in connection with the USER OR OCCUPANT OF SITE: Name:
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purchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant application shall be included with the application. DEVELOPER (if Applicable) Name:	edacted to preserve confidential information) or written to act as the owner's agent in connection with the USER OR OCCUPANT OF SITE: Name:
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purchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant application shall be included with the application. DEVELOPER (if Applicable) Name:	edacted to preserve confidential information) or written to act as the owner's agent in connection with the USER OR OCCUPANT OF SITE: Name:
no, then either proof of the applicant's legal interpurchase, lease, etc., which may be appropriately reauthorization signed by the owner for the applicant application shall be included with the application. DEVELOPER (if Applicable) Name:	USER OR OCCUPANT OF SITE: Name:



Prairie Ridge West The Plaza at Prairie Ridge Operational Plan

Evo Development, Inc., a Wisconsin based commercial real estate development firm would like to construct a new, estimated 9,500 square foot, multi-tenant, retail shopping center on Lot 2 of CSM #2726 in the Prairie Ridge West Development in the Village of Pleasant Prairie, Wisconsin. The shopping center would include a new multi-tenant retail building which would have approximately 3 to 5 retail tenants and would be consistent with the B-2 PUD zoning already in place for Prairie Ridge West.

Tenants in the shopping center 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 in the day depending on specific operations and adjustments for peak hours. As it relates to parking, the Village Ordinance requires a minimum of 1 parking space per 200 square feet of floor area in addition to 1 parking space per 2 employees. (9,500/200*1) = (47.5) or 48 parking spaces + (20 employees maximum/2*1) = 10 parking spaces. Thus, the ordinance requires a minimum of (48 + 10 = 58) 58 parking spaces. Per the site plan included in the materials for approval, the site has 75 parking spaces total, 72 normal parking stalls and 3 handicapped spaces. Daily average truck trips and total daily average trips generated will depend on the final tenant lineup. However, they should be consistent with other 9,500 s.f. retail centers in the area.

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

With regards to security for the shopping center, there are a few measures being taken to ensure the safety of the tenants, employees and customers. Adequate parking lot and building lighting will be provided during dusk/dawn/ and overnight hours. In addition, The Plaza at Prairie Ridge will be part of the Digital Security Imaging System (DSIS) for Prairie Ridge West. This system will be installed and housed as a separate room in the building and the system will be linked to the Village of Pleasant Prairie Police Department. Finally, steps will be taken to make sure landscaped areas in and around ingress/egress points of the building will not be too tall and "hide" doors from camera or law enforcement.

The Plaza at Prairie Ridge will comply with all municipal codes and adhere to the PUD guidelines set forth in Ordinance 12-29 related to the Prairie Ridge West Development. Each tenant will be individually be responsible for securing all state and local permits and approvals necessary for its own operations. The Plaza at Prairie Ridge will include a shared recycling/refuse area which will be maintained regularly to prevent any buildup and refuse storage. In addition, the shopping center will be regularly monitored for all typical maintenance items, trash pickup and general cleanliness. Evo Development, Inc. looks forward to the addition of The Plaza at Prairie Ridge as a well-rounded addition and complement to Prairie Ridge West, The Shoppes at Prairie Ridge and Prairie Ridge Commons.

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. Please see the Operational Plan narrative that is included with the Site & Operational Plan materials submitted for approval.
 - (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. This project would include a multi-tenant commercial retail building consistent with the other uses in the Prairie Ridge West Association, Prairie Ridge Commons and Shoppes at Prairie Ridge. Please see the Site & Operational Plan materials concerning the operations
 - (c) Gross floor area of the existing building(s) and/or proposed addition. Estimated 9,500 s.f.
 - (d) Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments. The hours of operation will vary depending on each tenant. Typical hours of operation will be between 8 a.m. and 10 p.m. daily. Deliveries would more than likely occur during normal business hours, but could be made as early as 6 a.m.
 - (e) Anticipated startup and total number of full- and part-time employees. Approximately 30 startup employees, 20-25 full time and 10-15 part time employees.
 - (f) Anticipated number of shifts and the anticipated number of employees per shift. Depends on each tenants typical business plan with an estimated number of 15-20 employees per shift.
 - (g) Anticipated maximum number of employees on site at any time of the day. Approximately 15-20.
 - (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. Village Ordinances and the PUD approved for this development require 1 parking space per 200 s.f. of building area, plus 1 parking space for every 2 employees. (9021/200) + (20/2) = 55 parking spaces required
 - (j) Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped spaces to be stated separately). The Plaza at Prairie Ridge is proposed to have 75 parking spaces of which 3 will be handicapped and 72 will be standard parking stalls.
 - (k) Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks). This will be determined by the final tenant lineup, but will be consistent with other 9,500 retail centers in the area.
 - (I) Anticipated daily average and maximum potential number of truck trips to and from the site. The daily average for truck trips is between 4-8. The maximum number could be as high as 10.
 - (m) Types of goods and materials to be made, used or stored on site. Typical goods and materials which are consistent with multi-tenant retail centers. There will be NO outside storage of any products.
 - (n) Types of equipment or machinery to be used on site. Typical machinery for multi-tenant retail centers.
 - (o) Types of solid or liquid waste materials which will require disposal. As is typical with multi-tenant retail centers there will be trash/waste that will need to be picked up. In addition, if there are any restaurants, there would be normal food and beverage waste, packaging and other waste generated by deliveries and possibly cooking oils.

- (p) Method of handling, storing and disposing of solid or liquid waste materials. Solid waste will be bagged and disposed of in the rear of the center. We are proposing two (2) six yard (6) dumpsters to handle the waste load. Trash pickup will be as necessary and depending on trash volume. There is excess area in the dumpster enclosure to house smaller trash /recycling receptacles should the demand exist.
- (q) Methods of providing site and building security other than the Village Police Department. Reduced height in the landscaping around the building will help with visibility for employees exiting the premises as well as law enforcement patrolling the premises. In addition, adequate site and building lights will provide ample light during darker hours. Finally, this site will be part of the DSIS required by Village Ordinance.
- (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. We will partner with professional providers for the quality upkeep of our building, landscaping, plants and parking lot areas. If necessary we will contract with specialists/vendors to perform preventative maintenance for equipment, structures and any other materials needing such maintenance. Each tenant will be responsible for its specific interior maintenance and janitorial services.
- (s) Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts. None known at the time of this submission.
- (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. Building permits, NOI, erosion control, civil plans will all need to be approved.
- (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. None of the uses shall be 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 \S $\frac{420-38}{420-38}$ of this chapter. None of the uses shall violate these performance standards.
 - (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. Based on the demands of normal commercial shopping centers, this should not be an issue. Current codes require a minimum of 64 parking spaces. We will have more than this number.
 - (e) All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well cared for and attractive condition. We will comply with this.
 - (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: We will comply with the following restrictions, where applicable
 - [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 quests.

- (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. This development will not create or significantly exacerbate and unsafe traffic conditions.
- (h) Indoor pyrotechnic displays are prohibited. We will comply with this

Peggy Herrick

From: John Holborow <jholborow@evodevoinc.com>

Sent: Monday, May 13, 2013 10:47 AM **To:** Jean Werbie-Harris; Peggy Herrick

Cc: Kyle Weisman; Mark Eberle; Randy Goll; Peter Ogorek

Subject: Resived Building Plan and Elevations - The Plaza at Prairie Ridge

Attachments: 130513_Updated Building Size_Binder.pdf

Jean/Peggy,

Per our conversation a week ago and per your request, please find attached the revised building floor plan, black and white elevations, and colored elevations related to the proposed multi-tenant retail center on Lot 2 of Prairie Ridge West, to be known as, The Plaza at Prairie Ridge. The changes to the building are minimal. Due to the requirements of the tenants, the building depth is roughly 5 'shorter and the overall square footage is roughly 500 s.f. smaller. Please review the attached floor plan and elevations and let us know if you have any comments/concerns. Otherwise, we are looking forward to seeing you on the 28th at the Village Plan Commission hearing. Thank you both!

John Holborow

Evo Development, Inc.

5375 N. 118th Ct. Milwaukee, Wl. 53225 O: (414) 393-1800 C: (708) 828-3791

jholborow@evodevoinc.com





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,1/11	12	Village of I	Pleasant Prairie
Filed 4/	20	Published _	20
Public Hearing 5/	28 20	13	20
Fee Paid ///	20/3	Approved	20
Notices Mailed	20	Denied	20

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

ZONING MAP AND TEXT AMENDMENT APPL	ICATION
To: Village Plan Commission & Village Board of Tr	ustees of the Village of Pleasant Prairie:
I, (We), the undersigned owner(s)/agent do hereby pe Pleasant Prairie Zoning Map as hereinafter requested.	tition the Village Board to amend the Village of
It is petitioned that the following described property b	e rezoned from the present
District(s) to	District(s). The property petitioned
to be rezoned is located at:	and is legally described
as follows: Lot 2 or CSM # 2726	
Tax Parcel Number(s): 91-4-122-082-0	
The proposed use for this property is:	enant shopping center.
Petitioner's interest in the requested rezoning:	
Compatibility with adjacent land uses: us part	of the overall Shoppes at Plaine Rid
I (We) are also requesting a Zoning Text Amendment the Village Zoning Ordinance. (see attached text	to amend Section 420 - 78 K a of Pair
I (We), have contacted the Community Development L discuss the proposed request to determine additional in	Department to arrange a pre-application meeting to
I, (We), hereby certify that all the above statements an correct to the best of my knowledge.	d attachments submitted herewith are true and
PROPERTY OWNER: Gary S. Kautzer	OWNER'S AGENT:
Print Name: Vice President	Print Name: JOHN HOLBORON
Signature:	Signature: Roy
Address: 7 to water St NW9	Address: 5375 N. 1/8TW CT.
(City) (State) (Zip)	MILWALKEE WI 53225 (City) (State) (Zip)
Phone: (414) 765-7742	Phone: (414) 393-1800
Fax: (414) 765-7410	Fax: (414) 463 - 8975
Email: gary Lautere bmo. com	Email: jholborow@ evodevoinc. com
Date 48/13	Date: $4/8/13$

PRAIRIE RIDGE WEST PLANNED UNIT DELVEOPMENT:

Applicant for Lot 2 of CSM #2726 is requesting the following changes to the Village Zoning Ordinance, Chapter 420-76 section T related to Primary Monument Signs and Village Zoning Ordinance #13-06 related to Wall Sign Requirements:

- 1. Chapter 420-76 T. related to Primary Monument Signs on Lot 2 shall be amended as follows:
 - (5) Maximum sign area: 160 square feet per face.
 - (6) Maximum sign height: 16 feet.
- 2. Chapter 420-78 K. related to Aggregate Permitted Background Commercial Advertising Sign Area shall be amended as follows:
 - (1) In lieu of the Village Zoning Ordinance requirements, all Tenant spaces/stores shall be allowed the following pertaining to the Aggregate Permitted Background Commercial Advertising Sign Area (Wall Signage):
 - a. Sign size: Fifty (50) square feet maximum, per building façade per tenant/store space.
 - b. Sign Height: Three (3) feet maximum.

TITLE SHEET

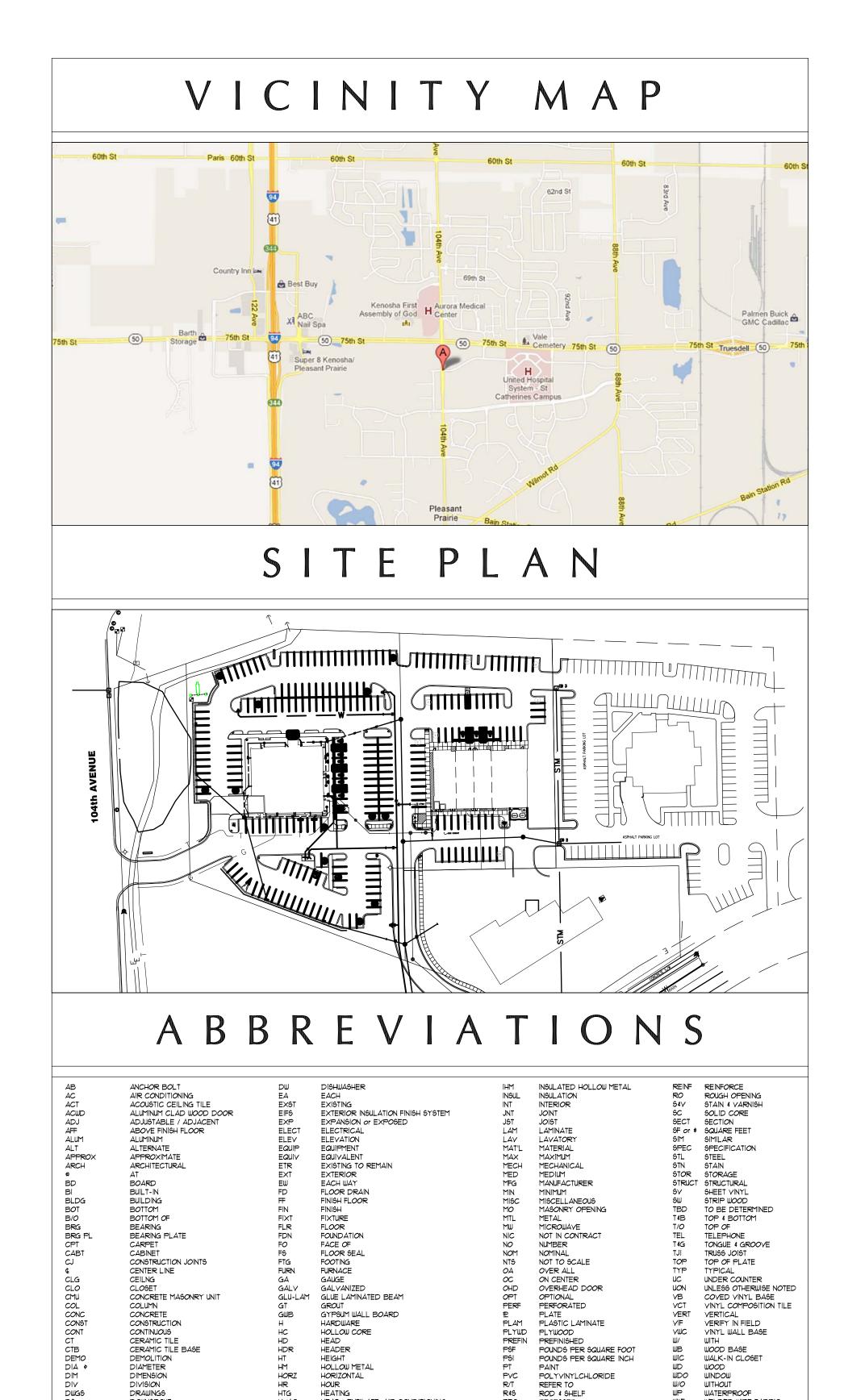
Job:

Sheet:

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The Plaza at Prairie Ridse

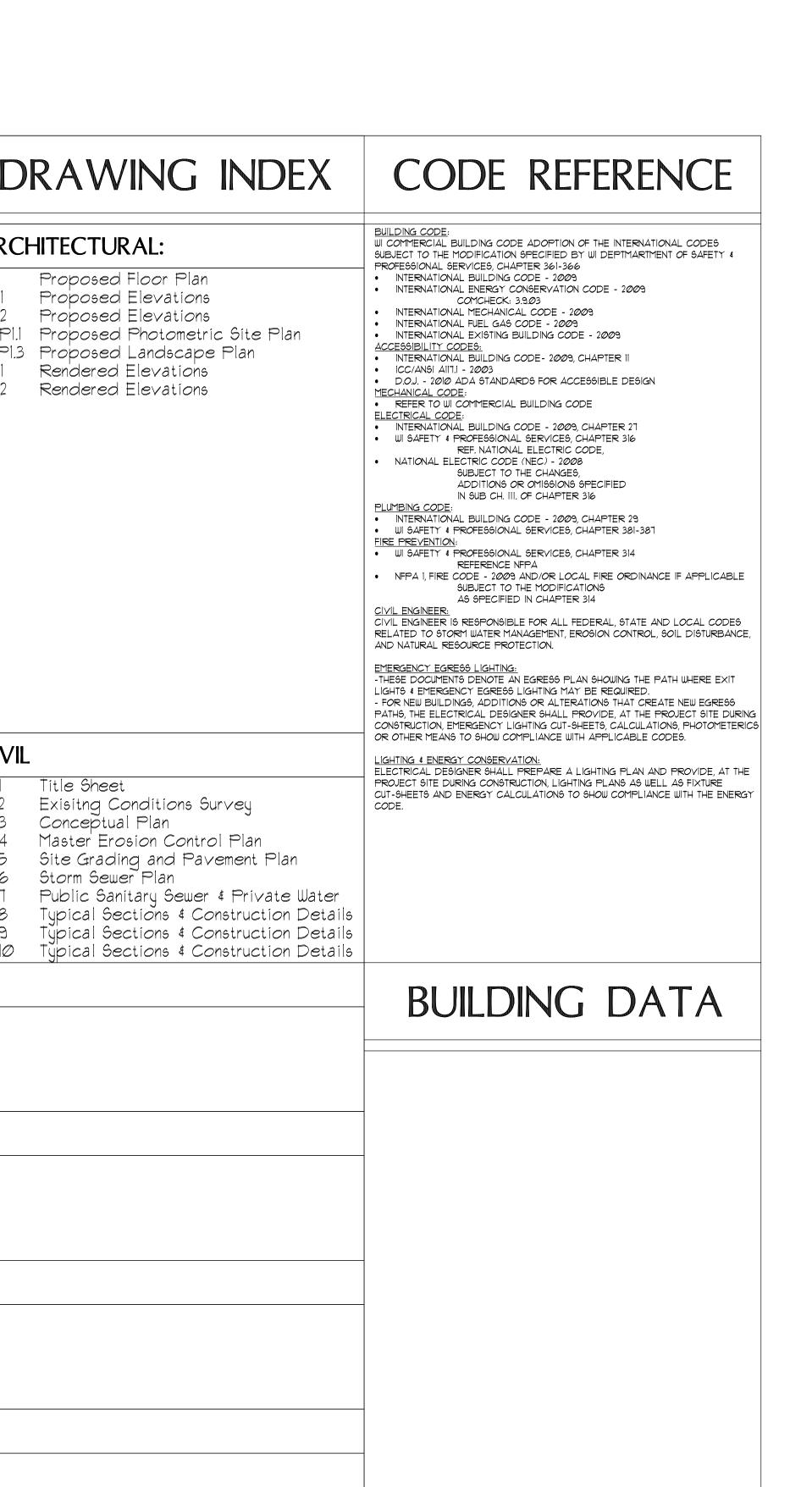
77th St. & 104th Ave. Pleasant Prairie, WI

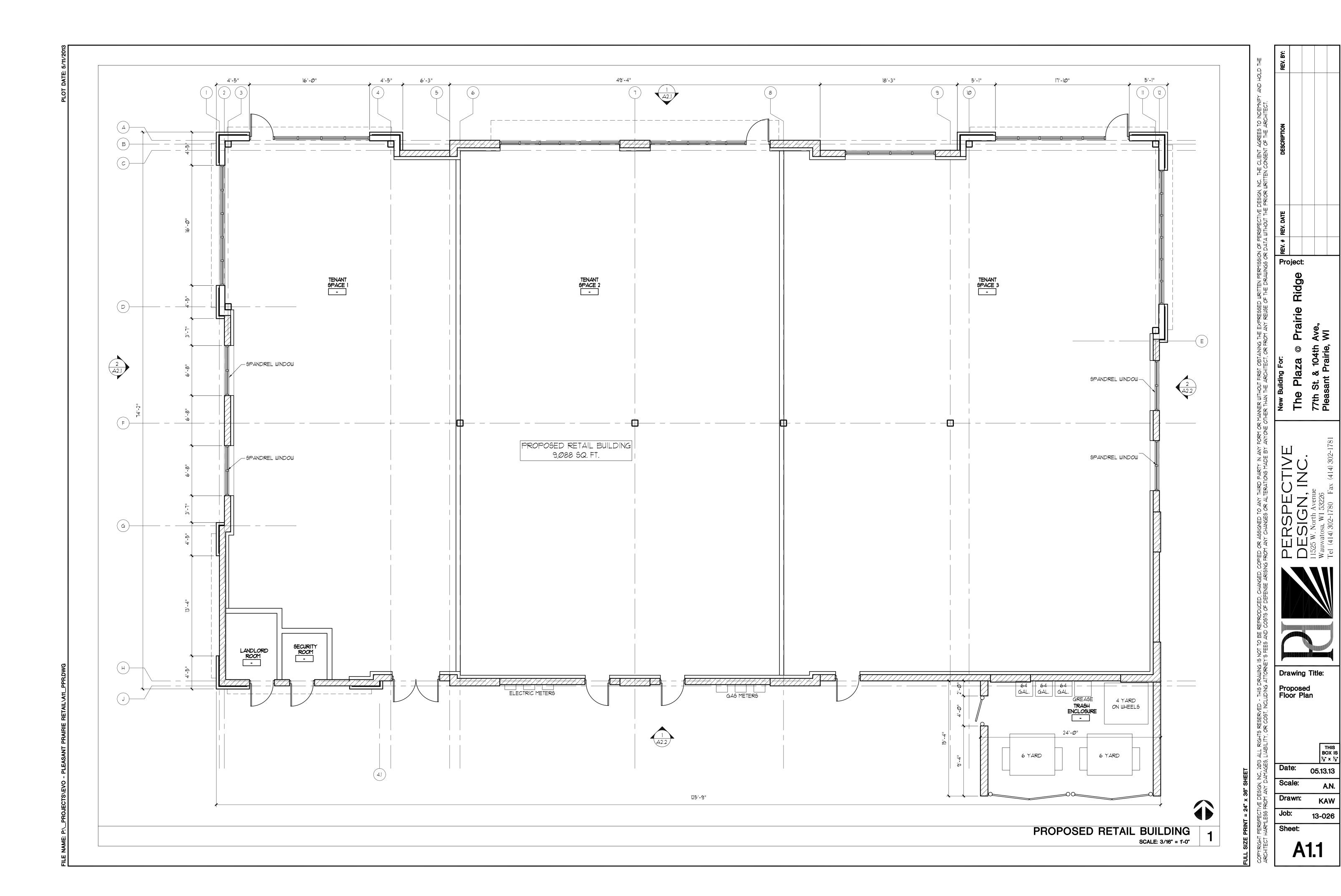


WELDED WIRE FABRIC

PARTICIPANTS OWNER: EVO Development 5375 N. 118th Ct. Milwaukee, Wisconsin 53225 Tele: (414) 393-1800 Fax: (414) 463-8975 Contact: John Holborow Email: jholborow@evodevoinc.com ARCHITECT: Perspective Design, Inc. 11525 W. North Avenue Wauwatosa, WI 53226 Tele: (414) 302-1780 Fax: (414) 302-1781 Contact: Peter Ogorek (ext. 203) & Kyle Weisman (ext. 205) E-mail: pogorek@pdi-arch.com, kweisman@pdi-arch.com GENERAL CONTRACTOR/ CONSTRUCTION MANAGER: KVG Building Corp 5375 N. 118th Ct. Milwaukee, Wisconsin 53225 Tele: (414) 463-8900 Fax: (4|4) 75Ø-5|5| Contact: Randy Goll Email: raollakvabuilding.com CIVIL ENGINEER: ELECTRICAL ENG./DESIGN BUILD: T.B.D. Nielsen Madsen & Barber S.C. 1458 Horizon Blvd, Suite 200 Racine, Wisconsin 53406 Tele: (262) 634-5588 Fax: (262) 634 - 5024 Contact: Mark Eberle Email: meberleanmbsc.net STRUCTURAL ENGINEER: PLUMBING ENG./DESIGN BUILD: T.B.D. T.B.D. MECHANICAL ENG./DESIGN BUILD: | FIRE PROTECTION DESIGN BUILD:

BUILDING CODE: WI COMMERCIAL, BUILDING CODE ADOPTION OF THE INTERNATIONAL CODES SUBJECT TO THE MODIFICATION SPECIFIED BY WI DEPTMARTMENT OF SAFETY & PROFESSIONAL SERVICES, CHAPTER 361-366 INTERNATIONAL BUILDING CODE - 2009 INTERNATIONAL ENERGY CONSERVATION CODE - 2009 INTERNATIONAL MECHANICAL CODE - 2009 INTERNATIONAL FUEL GAS CODE - 2009 INTERNATIONAL EXISTING BUILDING CODE - 2009 INTERNATIONAL EXISTING BUILDING CODE - 2009 ACCESSIBILITY CODES: INTERNATIONAL BUILDING CODE - 2009, CHAPTER II ICCIANSI AIITI - 2003 DOJ 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN MECHANICAL CODE: REFER TO WI COMMERCIAL BUILDING CODE ELECTRICAL CODE: INTERNATIONAL BUILDING CODE - 2009, CHAPTER 2T WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 316 REF. NATIONAL ELECTRIC CODE, NATIONAL ELECTRIC CODE (NEC) - 2008 SUBJECT TO THE CHANGES, ADDITIONS OR OMISSIONS SPECIFIED IN SUB CH. III. OF CHAPTER 316 PLUMBING CODE: INTERNATIONAL BUILDING CODE - 2009, CHAPTER 29 WI SAFETY & PROFESSIONAL SERVICES, CHAPTER 314 REFERENCE NPA INTERNATIONAL BUILDING CODE - 2009, CHAPTER 314 REFERENCE NPA VIPA I, FIRE CODE - 2009 AND/OR LOCAL FIRE ORDINANCE IF APPLICABLE SUBJECT TO THE MODIFICATIONS AS SPECIFIED IN CHAPTER 314 CIVIL ENGINEER: CIVIL EN
CONSTRUCTION, EMERGENCY LIGHTING CUT-SHEETS, CALCULATIONS, PHOTOMETER OR OTHER MEANS TO SHOW COMPLIANCE WITH APPLICABLE CODES. LIGHTING & ENERGY CONSERVATION: ELECTRICAL DESIGNER SHALL PREPARE A LIGHTING PLAN AND PROVIDE, AT THI PROJECT SITE DURING CONSTRUCTION, LIGHTING PLANS AS WELL AS FIXTURE CUT-SHEETS AND ENERGY CALCULATIONS TO SHOW COMPLIANCE WITH THE ENERG CODE.
BUILDING DATA





- PRELIMINARY -FOR ESTIMATING AND REVIEW ONLY

NOT FOR CONSTRUCTION

TRU

Project:

RSPE

Drawing Title:

1/2" x 1/2"

KAW

13-026

A2.1

05.13.13

Proposed

Elevations

Scale:

Drawn:

Job:

S = SPANDREL

SCALE: 3/16" = 1'-0"

PROPOSED NORTH ELEVATION

PREFINISHED BREAK -BUILDING PARAPET SIGNAGE 50 SQ. FT. COLORS TO MATCH TO MATCH SABLE 12" HALF HIGH CONC.-BEYOND MTL COPING COLOR: MASONRY SAND CASTLE BLEND BRICK UNITS COLOR: MANSARD BROWN - PREFINISH BREAK MTL COPING COLOR: SIERRA TAN 1/0 COPING 126'-7" A.F.F. 12" CONC. BRICK "STACK BOND"-- EIFS CROWN COLOR COLOR: SABLE -12" CONC. BRICK "STACK BOND" PAINT TO MATCH COLOR: SABLE SAND CASTLE BLEND EIFS MEDALLION, COLOR: MASONRY TO MATCH SABLE PREFINISHED BREAK MASONRY MTL COPING COLOR: 16'-8" MANSARD BROWN CAST STONE T/O COPING (BEYOND)
119'-4" A.F.F. BANDING - GREY - PREFINISHED BREAK MTL CLAD EYEBROW COLOR: MANSARD BROWN -4" NATURAL STONE VENEER COLOR: SHADY CANYON PREFINISHED BREAK \ 10" HALF HIGH CONC. \ CAST-STONE -MTL COPING COLOR: BRICK UNITS COLOR: BANDING - GREY CAST STONE BANDING - GREY SAND CASTLE MANSARD BROWN BLEND -DECORATIVE LIGHT FIXTURE TYP. CAST STONE BANDING - GREY FINISH FLOOR
100'-0" A.F.F. \perp CAST STONE 10" BURNISHED BLOCK,— — 10" HALF HIGH CONC. PREFINISHED DARK BRONZE -DECORATIVE LIGHT PREFINISHED DARK BRONZE -4" NATURAL STONE ANODIZED THERMALLY BROKEN FIXTURE TYP. COLOR: MAPLENUT BRICK UNITS COLOR: BANDING - GREY ANODIZED, THERMALLY VENEER COLOR: SAND CASTLE BLEND STOREFRONT W/ SPANDREL BROKEN STOREFRONT W/ SHADY CANYON GLAZING DOUBLE PANE GLAZING - 10" BURNISHED BLOCK,-COLOR: MAPLENUT T = TEMPERED S = SPANDREL PROPOSED EAST ELEVATION 2 SCALE: 3/16" = 1'-0" — PREFINISH BREAK MTL COPING COLOR: SIERRA TAN - EIFS CROWN COLOR, PAINT - EIFS CROWN COLOR TO MATCH SABLE PAINT TO MATCH MASONRY SAND CASTLE BLEND MASONRY -12" CONC. BRICK "STACK PREFINISHED BREAK T4" NATURAL STONE VENEER BUILDING PARAPET - PREFINISH BREAK MTL -10" HALF HIGH CONC. - EIFS W/ ACCENT REVEALS BOND" COLOR: SABLE -PROPOSED TENANT COLOR: SHADY CANYON BEYOND COPING COLOR: SIERRA TAN BRICK UNITS COLOR: MTL COPING COLOR: COLORS TO MATCH SIGNAGE 50 SQ. FT. SAND CASTLE MANSARD BROWN SAND CASTLE BLEND BELOW -PREFINISHED BREAK PROPOSED TENANT-BLEND -BUILDING PARAPET MTL COPING COLOR: SIGNAGE 50 SQ. FT. -12" HALF HIGH CONC. BEYOND T/O COPING (BEYOND)
126'-7" A.F.F. 12" CONC. BRICK "STACK— - EIFS CROWN COLOR MANSARD BROWN - INSULATED HOLLOW BRICK UNITS COLOR: MTL DOOR COLOR BOND" COLOR: SABLE PAINT TO MATCH SABLE PREFINISHED BREAK -PREFINISHED BREAK TO MATCH SABLE SAND CASTLE MTL COPING COLOR: / MTL COPING COLOR: BLEND MASONRY MASONRY TYP. PROPOSED TENANT-MANSARD BROWN MANSARD BROWN SIGNAGE 50 SQ. FT. -CAST-STONE -PROPOSED TENANT 1/0 COPING 121'-4" A.F.F. BANDING - GREY | SIGNAGE 50 SQ. FT. 1/0 COPING 119'-4" A.F.F. 16'-8" JOIST BEARING 116'-0" A.F.F. -10" HALF HIGH CONC. BRICK UNITS COLOR: SAND CASTLE BLEND 1/0 STOREFRONT
110'-0" A.F.F. T/O TRASH ENCLOSURE
108'-0" A.F.F. -CAST-STONE BANDING -1/0 SILL 103'-4" A.F.F. 1/0 SILL 1/0 SILL 1/02'-4" A.F.F. FINISH FLOOR CAST-STONE-−10" HALF HIGH CONC.\ BOLLARD PAINT TO MATCH-INSULATED HOLLOW MTL -10" BURNISHED BLOCK, - INSULATED HOLLOW - INSULATED HOLLOW MTL DOOR CEDAR BOARDS ON -└-10" BURNISHED BANDING - GREY BRICK UNITS COLOR: DOOR COLOR TO MATCH COLOR: MAPLENUT MTL DOOR COLOR TO MATCH SABLE MTL GATE FRAME W/ SAND CASTLE BLEND BASE BLOCK, COLOR: SAND CASTLE BLEND SAND CASTLE BLEND BASE COLOR TO MATCH MASONRY TYP. ROD STYLE LATCH MASONRY MAPLENUT MASONRY TYP. SABLE MASONRY TYP. HARDWARE -10" HALF HIGH CONC. CAST-STONE -CAST-STONE 12" HALF HIGH CONC.-└10" BURNISHED BLOCK, └ 10" BURNISHED BLOCK, └ 10" HALF HIGH CONC. BRICK UNITS COLOR: BRICK UNITS COLOR: BANDING - GREY BANDING - GREY 12" HALF HIGH CONC.-COLOR: MAPLENUT BRICK UNITS COLOR: COLOR: MAPLENUT SAND CASTLE BLEND SABLE BRICK UNITS COLOR: 4" NATURAL STONE-PREFINISHED BREAK MTL-

12" CONC. BRICK "STACK

BOND" COLOR: SABLE

 $^{igstyle }$ 10" HALF HIGH CONC.

BRICK UNITS COLOR:

SAND CASTLE BLEND

-DECORATIVE LIGHT

FIXTURE TYP.

YENEER COLOR:

SHADY CANYON

CLAD EYEBROW COLOR:

MANSARD BROWN

- EIFS CROWN COLOR, PAINT

SAND CASTLE BLEND

— 10" BURNISHED BLOCK,

COLOR: MAPLENUT

-PROPOSED TENANT

_EIFS W/ ACCENT REVEALS,

SABLE

PROPOSED SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

10" BURNISHED BLOCK,-

COLOR: MAPLENUT

DESIGN, PRIOR I Project: PARTY IN ANY IONS MADE BY

RSPE SIGN,

Proposed

Drawing Title: **Elevations**

Date: 05.13.13 Scale: Drawn:

KAW Job: 13-026

A2.2

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	А	2	RA253/400MH- ED28/HS	HERITAGE STYLE LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS AND HOUSESIDE SHIELD	400 WATT CLEAR, PMH ED28 LAMP, HORIZONTAL POSITION, RATED AT 40000 INITIAL LUMENS B/O FIXTURE = 21'	ra25h3-400p- hs.ies	40000	1.00	400
	В	4	RA25H5/400MH- ED28	HERITAGE STYLE LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	400 WATT CLEAR, PMH ED28 LAMP, HORIZONTAL POSITION, RATED AT 40000 INITIAL LUMENS B/O FIXTURE = 21'	ra25h5- 400p.ies	40000	0.72	400
	С	2	RA254/400MH- ED28/HS	HERITAGE STYLE LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS AND HOUSESIDE SHIELD	400 WATT CLEAR, PMH ED28 LAMP, HORIZONTAL POSITION, RATED AT 40000 INITIAL LUMENS B/O FIXTURE = 21'	ra25h4-400p- hs.ies	40000	1.00	400
	D	3	CHWS-3-70-MH-F	CHALLENGER	B/O FIXTURE = 9'	CHWS-3-100- MH-F.ies	5600	1.00	129
	Е	2	RA252/400MH- ED28	HERITAGE STYLE LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	400 WATT CLEAR, PMH ED28 LAMP, HORIZONTAL POSITION, RATED AT 40000 INITIAL LUMENS B/O FIXTURE = 21'	ra25h2- 400p.ies	40000	1.00	400
	F	15	409-2CFQ26-WHT	CLASSIC SCONCE 14.5 X 6.625 2-LAMP WITH WHITE HOUSING AND OPAL ACRYLIC LENS BAL.: ICF-2S26-H1-LD; LAMP: F26DBX/4P; B.F.: 1.00; WATTS: 51	F26DBX/4P FIXTURE HT = 8'	C-LM-63- 1995.ies	1710	1.00	51

STATISTICS				
Description	Symbol	Avg	Max	Min
Calc Zone #1	+	3.6 fc	24.5 fc	0.0 fc

Project: Drawing Title: Proposed Photometric Site Plan Scale: Job: PSP1.1

PHOTOMETRIC SITE PLAN SCALE: 1" = 20'

04.11.13

KAW

##-###

Conifer Evergreen Tree

	J						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments	
9	JuscM		Juniperus scopulorum 'Moonglow'	Moonglow Juniper	6' - 7' - B&B		
9	JuviT		juniperus virginiana taylor	Taylor Redcedar	6' - 7' - B&B		
6	ThocH	*	Thuja occidentalis 'Holmstrup'	Holmstrup Dwarf Arborvitae	4' - 5' - B&B		
Broadleaf Deciduous Shrub							

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	PhopM	0	Physocarpus opulifolius 'Monlo'	Diviballo ellim epiat le la piat	28 <u>"</u> 3'G B 184B	
15	PofrA		Potentilla fruticosa 'Abbotswood'	Abbotswood Potentilla	18" - Cont	
9	RonoAB	#	Rosa x 'Noamel'	Flower Carpet Appleblossom Rose	18" - Cont	
14	RoraR		Rosa x 'Radrazz'	Knock Out Shrub Rose	18" - Cont	
23	SpjaNF		Spiraea japonica 'Neon Flash'	Neon Flash Spirea	18" - Cont	
3	SymeP		Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" - 30" - B&B	
11	VicaJNSA	<i>(1)</i>	Viburnum carlesii 'J.N. Select A'	Spice Island Koreanspice Viburnum	24" - 30" - B&B	

Conifer Evergreen Shrub

Multi-stem (3) Specimen Clump

Collier Evergreen 3/110b						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
21	JuchK	0	Juniperus chinensis 'Kallay's Comapact'	Kallay's Comapact Juniper	18" - 24" - B&B	
7	JupfSG		Juniperus x pfizeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	

Perennial Grass

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
75	CaacK	*	Calamagrostis acutiflora "Karl Forester"	Karl Forester Feather Reed Grass	1-Gal - Cont	
35	DecaB	ZWZ ZWE	Deschampsia caespitosa Bronzeschleier	Bronze Veil Tuft Hair Grass	1-Gal - Cont	
3	MisiML	*	Miscanthus sinensis 'Morning Light'	Morning Light Maiden Grass	1-Gal - Cont	
10	MisiP	*	Miscanthus sinensis 'Purpuracens'	Purple Silver Grass	1-Gal - Cont	
38	PaviHM	*	Panicum virgatum 'Heavy Metal'	Blue Switch Grass	1-Gal - Cont	
22	PaviS	43	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1-Gal - Cont	

Perennial

1 Grerning.						
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
12	HeCA	0	Hemerocallis x 'Chicago Apache'	Chicago Apache Daylily	1-Gal - Cont	
10	HeviM	A ON	Heuchera x villosa 'Mocha'	Mocha Coral Bells	1-Gal - Cont	
5	Hog		Hosta x Guacamole	Guacamole Plantain Lily	1-Gal - Cont	
Comments						

<u>Project:</u>

The Plaza at Prairie Ridge

LANDSCAPE DESIGN

Landscape Architecture

and Master Planning Design Consulting

11525 W. North Avenue Suite 1B Wauwatosa, WI 53226

Tel (414) 476-1204 www.insitelandscape.com mdavis@insitelandscape.com

75th St. (S.T.H. 50) Pleasant Prairie, WI

Issuance and Revisions:

Number Description

04/09/13 Client Review

Submittal / Revisions per Comments

04/11/13

Plan Commission Submittal

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CLIENT AGREES TO INDEMNIFY AND HOLD THE LANDSCAPE ARCHITECT HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE LANDSCAPE ARCHITECT, OR FROM ANY REUSE

<u>Sheet Title</u>:

PROPOSED LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES BEFORE YOU

WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE

BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

Underground sewer and utility Information as shown is obtained FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO.

Date of Drawing:	04/11/1
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Drawn By:	МС
Job Number:	L13 - 01

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	CaacK Cac	(1) AcfrJ + (14) CaacK [8] SpjaNF	
		MALS	
PROPOSED PARTIAL LANDSCAPE PLAN - NORTHE	RN MONUMENT SIGN		SCALE: 1" = 20'-0"

THIS BOX IS ½" x ½"

A.N.

KAW

13-026

R2.1

05.13.13

Drawn:

T FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF PERSPECTIVE DESIGN, INC. ARCHITECT, OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITT Project: THIRD PARTY IN ANY FORM OR MANNER WITHOUT TERATIONS MADE BY ANYONE OTHER THAN THE TIVE CC. Drawing Title: Proposed Elevations

1/0 COPING 126'-1" AFF. 1/0 COPING 123'-4" AFF. 1/0 COPING 119'-4" AFF. JOIST BEARING 116'-0" AFF. T/O COPING IIO'-O" AFF. T/O STOREFRONT T/O SILL 103'-4" AFF. T/O SILL 102'-4" AFF. FINISH FLOOR
100'-0" AFF. PROPOSED WEST ELEVATION SCALE: 3/16" = 1'-0" 1/0 COPING 126'-1" AFF. 1/0 COPING 123'-10" AFF. 1/0 COPING 120'-8" AFF. JOIST BEARING 116'-0" AFF. T/O COPING
IIO'-O" AFF. T/O STOREFRONT
IIO'-O" AFF.

T/O SILL 103'-4" AFF. T/O SILL 102'-4" AFF. FINISH FLOOR
100'-0" AFF.

PROPOSED NORTH ELEVATION
SCALE: 3/16" = 1'-0"



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PROPOSED SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

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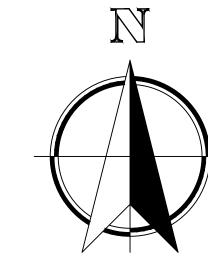
CONSTRUCTION PLANS

THE PLAZA AT PRAIRIE RIDGE

SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

EVO DEVELOPMENT, INC.

Village of Pleasant Prairie, Kenosha County, Wisconsin



Project Legend

TELEPHONE MANHOLE

UNDERGROUND VAULT

WATER MANHOLE

SECTION CORNER

FOUND IRON PIPE

SET IRON PIPE

HVAC UNIT

MAIL BOX

EDGE OF WOODS WATER MAIN VALVE (EXISTING) WATER MAIN VALVE (PROPOSED) CHECK VALVE (PROPOSED) DECIDUOUS TREE REMOVAL AIR RELIEF VALVE (PROPOSED) FIRE DEPARTMENT CONNECTION (PROPOSED) HYDRANT (PROPOSED) CONIFEROUS TREE REMOVAL WATER MAIN REDUCER (EXISTING) WATER MAIN REDUCER (PROPOSED) SANITARY MANHOLE (EXISTING) —650— PROPOSED CONTOURS SANITARY MANHOLE (PROPOSED) SANITARY CLEAN OUT (EXISTING) ——650—— EXISTING CONTOURS SANITARY CLEAN OUT (PROPOSED) ———E—— UNDERGROUND CABLE, ELECTRIC STORM MANHOLE (EXISTING) ————— UNDERGROUND CABLE, TELEPHONE STORM MANHOLE (PROPOSED) ———— G—— UNDERGROUND, GAS MAIN CATCH BASIN (EXISTING) ——TV—— UNDERGROUND CABLE, TV CATCH BASIN (PROPOSED) ——//—— SILT FENCE **EROSION BALES** ENDWALL (PROPOSED) -++++- RAILROAD TRACKS CULVERT (EXISTING) –x——x— FENCE ► 18° RCP CULVERT (PROPOSED) /////////////// NO VEHICULAR ACCESS TELEPHONE BOX SEPTIC VENT **GUY WIRE** ELECTRIC MANHOLE UTILITY POLE

GAS VALVE

GAS METER

LIGHT POLE (EXISTING)

LIGHT POLE (PROPOSED)

PAD MOUNT TRANSFORMER

ELECTRIC PEDESTAL

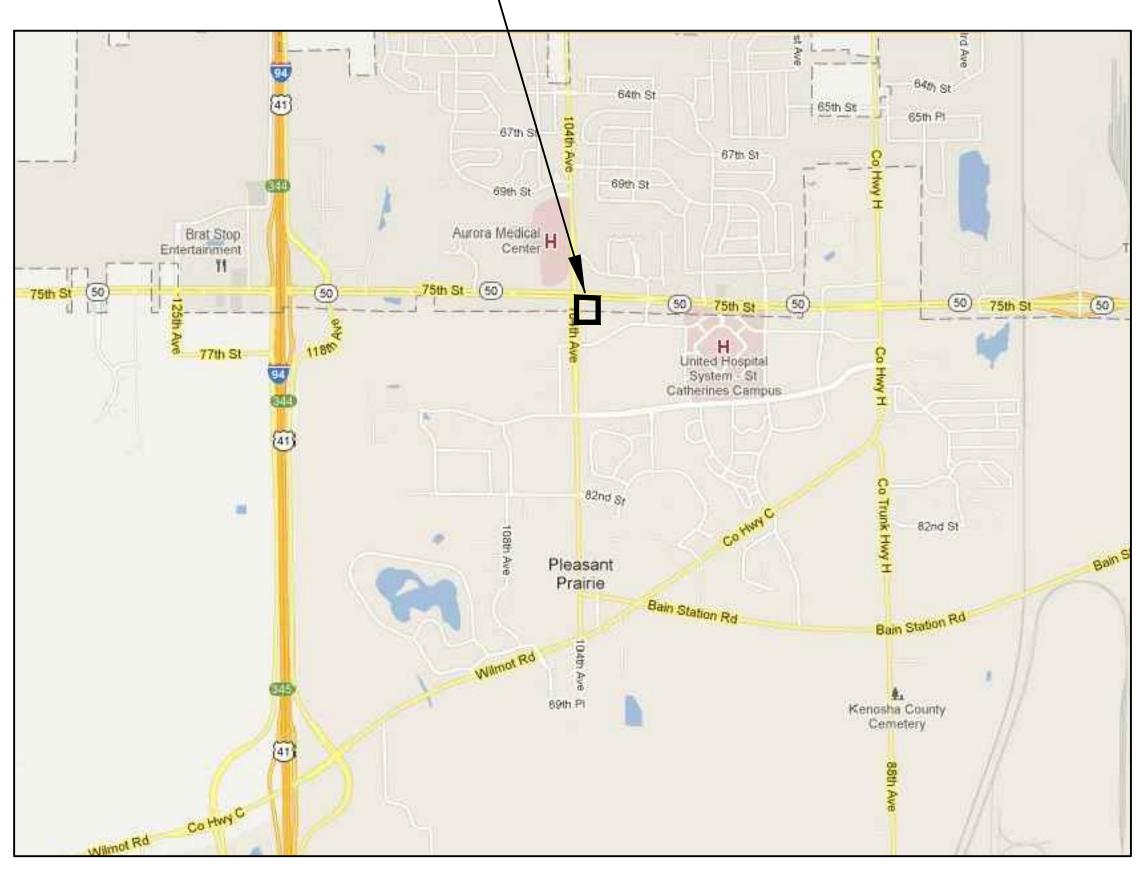
ELECTRIC METER

GUARD POST

SOIL BORING

KENOSHA

PROJECT LOCATION



Construction Note:

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

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



Sheet Index

Officer filack	
Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS SURVEY	C-2
CONCEPTUAL PLAN	C-3
MASTER EROSION CONTROL PLAN	C-4
SITE GRADING AND PAVEMENT PLAN	V C-5
STORM SEWER PLAN	C-6
PUBLIC SANITARY SEWER & PRIVAT	E WATER MAIN C-7
TYPICAL SECTIONS & CONSTRUCTION	ON DETAILS C-8 TO C-10

Owner

WATER STREET LAND, LLC 770 N. WATER STREET OFFICE: 414-765-7742 EMAIL: gary.kautzer@micorp.com

Developer

EVO DEVELOPMENT, INC. JOHN HOLBOROW, PRESIDENT 5375 N. 118TH COURT MILWAUKEE, WI 53225 OFFICE: 414-393-1800

Utility Contacts

/ILLAGE OF PLEASANT PRAIRIE MICHAEL SPENCE VILLAGE ENGINEER MATTHEW FINEOUR ASSISTANT VILLAGE ENGINEER OFFICE: 262-925-6778 EMAIL: mfineour@plprairiewi.com OFFICE: 262-925-6768 JEAN WERBIE-HARRIS COMMUNITY DEVELOPMENT DIRECTOR OFFICE: 262-925-6717 EMAIL: jwerbie@plprairiewi.com

DEPARTMENT OF NATURAL RESOURCES PETER WOOD WATER RESOURCE SPECIALIST OFFICE: 262-884-2360 EMAIL: peterwood@wisconsin.gov

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

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

TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142

WE-ENERGIES ROGER KESSEL KENOSHA SOUTH OFFICE: 262-552-3228 EMAIL: roger.kessel@we-energies.com

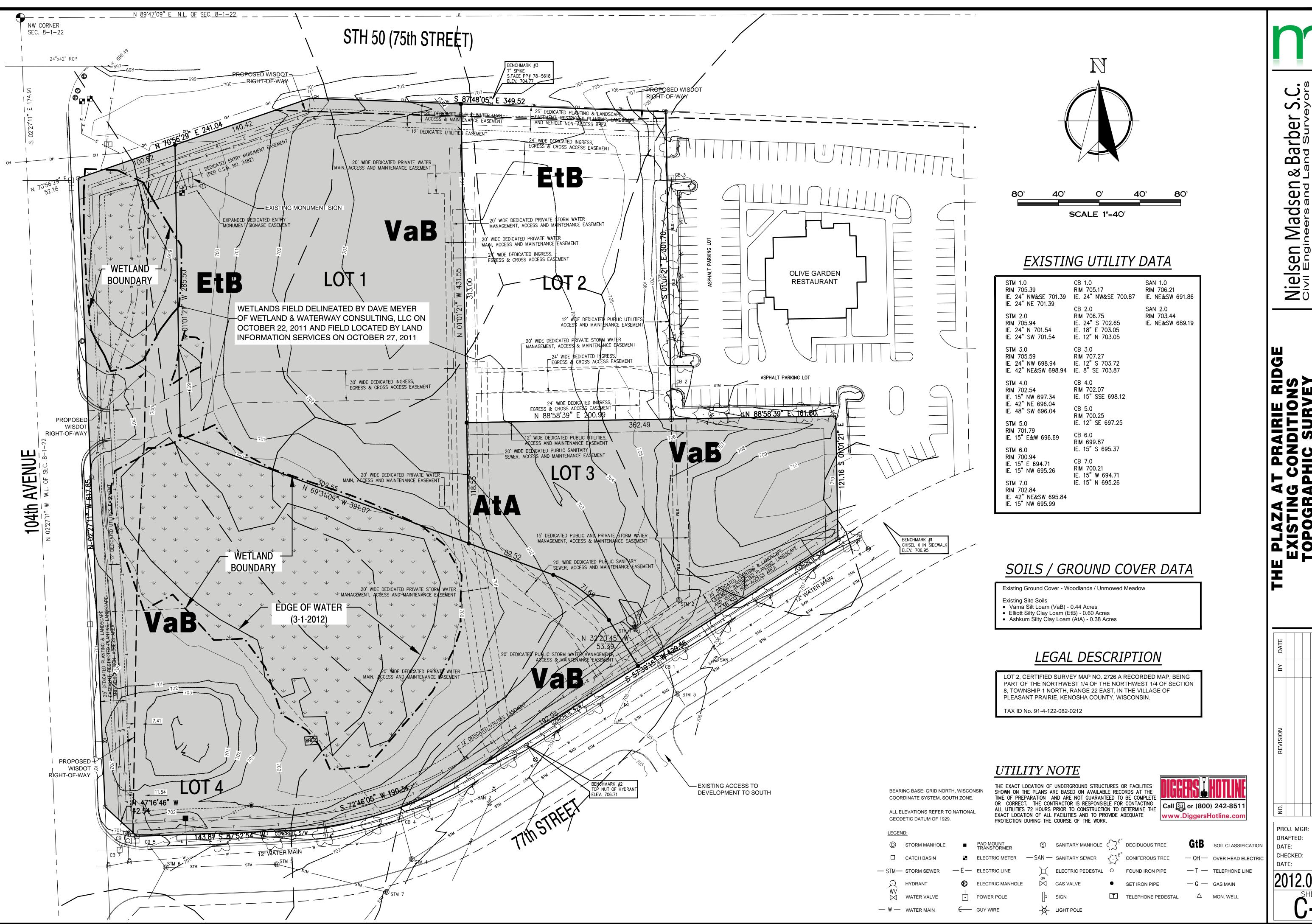
> NATURAL GAS EMERGENCY: 800-261-5325 ELECTRICAL EMERGENCY: 800-662-4797

Bench Marks

- 1. CHISEL "X" IN SIDEWALK LOCATED 30' NORTH/NORTHEAST OF WATER VALVE BOX AT THE SOUTHEAST CORNER OF SITE AND 38' NORTHEAST OF SOUTHEAST PROPERTY CORNER. ELEVATION: 706.95
- 2. TOP NUT OF FIRE HYDRANT LOCATED ON THE NORTH SIDE OF 77TH STREET. ELEVATION: 706.71
- 3. 7" SPIKE ON THE SOUTH FACE OF POWER POLE #78-5618 LOCATED ON THE SOUTH SIDE STH "50" (75TH STREET). ELEVATION: 704.77

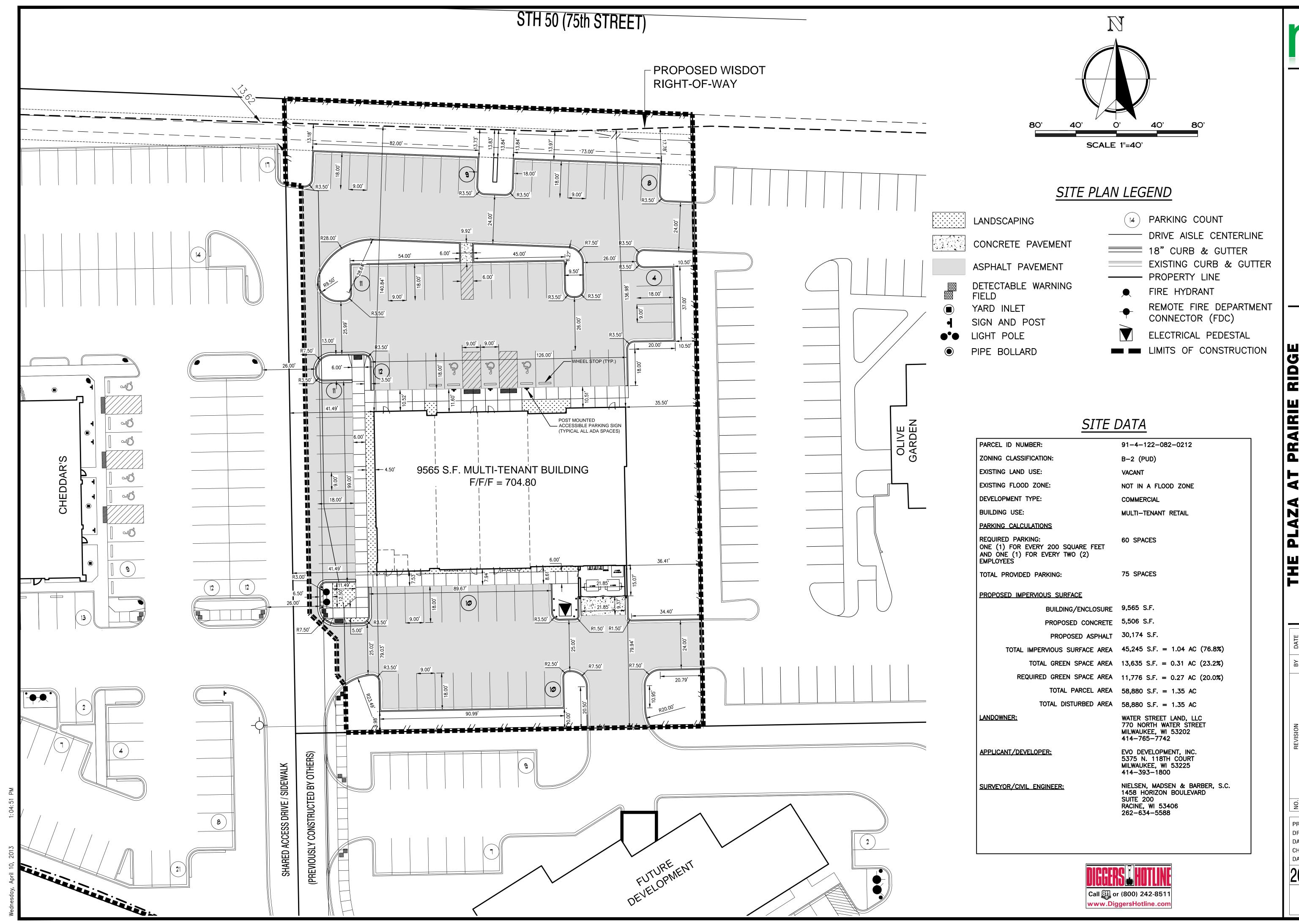


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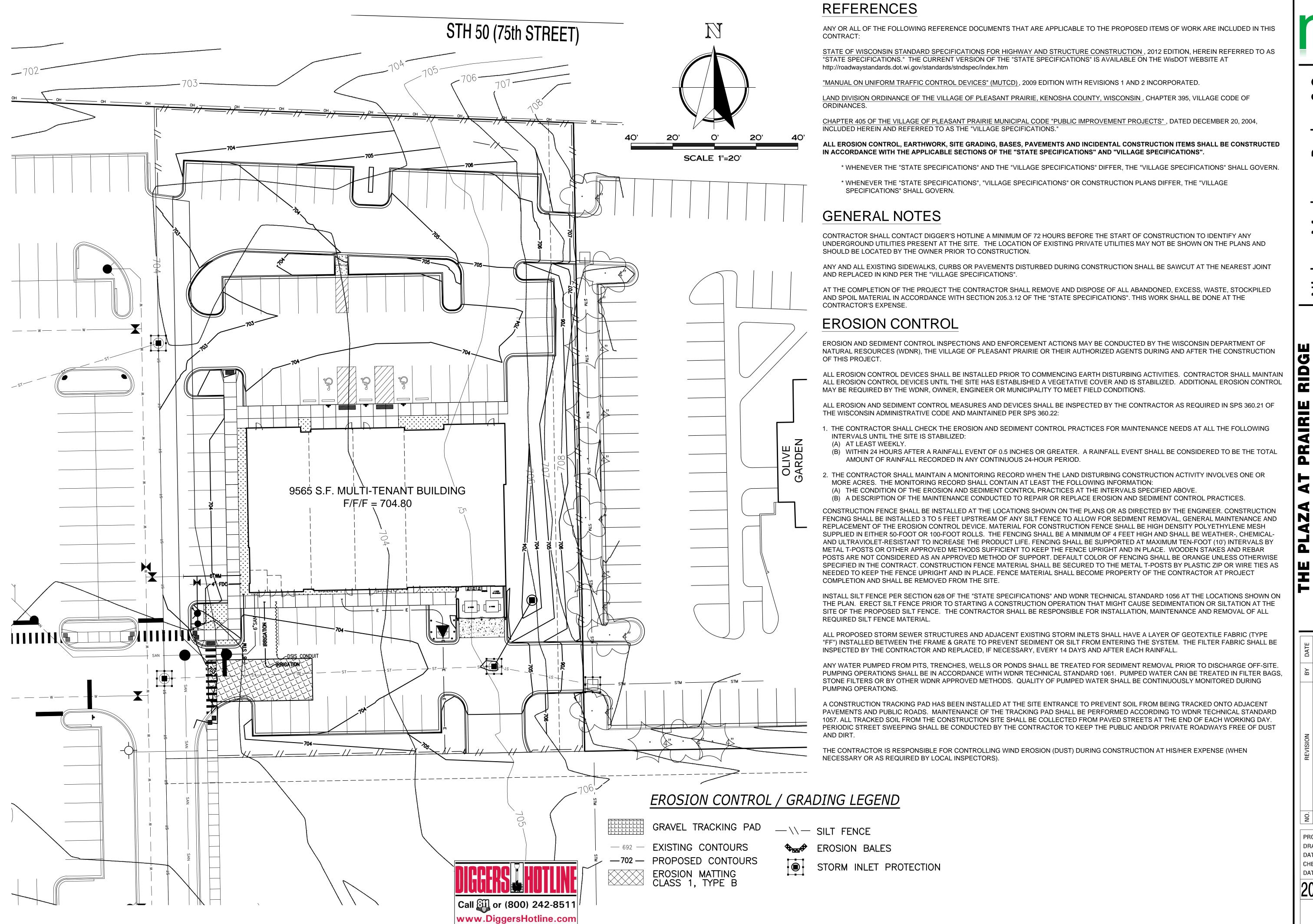
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arber S.C. A Surveyors M. 53406 024

Sen Madsen & Barbel Engineers and Land Survitzon Blvd. Suite 200, Racine, WI. 53406

Nielsen M Civil Engine 1458 Horizon Blvd

HE PLAZA AT PRAIRIE RIDGE
MASTER
EROSION CONTROL PLAN
FOR
EVO DEVELOPMENT, INC.

REVISION BY DATE

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C-4

www.DiggersHotline.com

REFERENCES

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

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

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

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

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

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

GENERAL NOTES

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

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

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

SITE GRADING & SUB-GRADE PREPARATION

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

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

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

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

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

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

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

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

PAVEMENT SPECIFICATIONS

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

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

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

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

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

ALL CONCRETE CURB AND GUTTER SHALL BE 18" VERTICAL FACE CURB CONFORMING TO THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SECTION 601 OF THE "STATE SPECIFICATIONS".ALL CURB & GUTTER SHALL BE "REVERSE PAN CURB" OR "STANDARD CURB" AS INDICATED BY THE LEGEND BELOW AND INSTALLED IN A MANNER TO SHED ALL STORM WATER RUNOFF TOWARDS THE DRAINAGE STRUCTURES.

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

18" VERTICAL FACE CONCRETE CURB & GUTTER

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

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

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

PARKING LOT STRIPING, STOP BARS / WORDS, CROSSWALKS AND HANDICAPPED ACCESSIBLE SYMBOLS SHALL BE INSTALLED WITH WISCONSIN DOT APPROVED TRAFFIC PAINT (WHITE) IN ACCORDANCE WITH SECTION 646 OF THE "STATE SPECIFICATIONS". ALL PARKING STALL STRIPING SHALL BE FOUR INCHES (4") IN WIDTH AND SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER. SEE THE TYPICAL SECTIONS AND CONSTRUCTION DETAILS SHEET(S) OF THE PLAN SET FOR ADDITIONAL INFORMATION ABOUT THE STOP BAR AND



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PLAZ/ RADI EXISTING 6' WM STUB

W-2

VALV

HYDRANT

EXISTING 6" -

SAN STUB

S-1

MANHOLE 1.0

STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS "STANDARD SPECIFICATIONS."

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WisDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 18, VILLAGE CODE OF ORDINANCES, JUNE 1998, REVISED EDITION MAY 21, 2001.

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

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

ALL SANITARY SEWER AND WATERMAIN IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".

- * WHENEVER THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER. THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.
- * WHENEVER THE "STANDARD SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

-SANITARY STUB 1

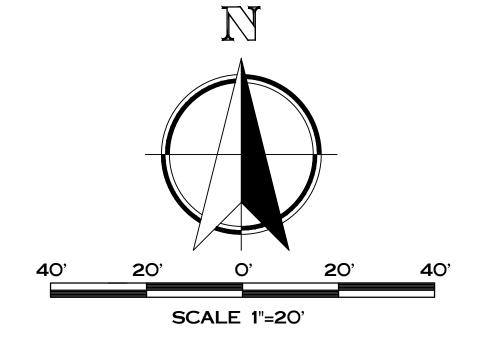
SEE LANDSCAPE PLAN FOR IRRIGATION DETAILS

∠DSIS CONDUIT

✓IRRIGATION

SEE ARCHITECTURAL PLAN FOR

SURVEILLANCE VIDEO DETAILS





PRIVATE SANITARY LATERAL

LOCATE AND EXPOSE EXISTING 6" SANITARY SEWER LATERAL STUB WHERE SHOWN

INSTALL 5± L.F. OF 6" SANITARY MAIN AT 1.04% SLOPE (MINIMUM) TO SAMPLING

SET SAMPLING MANHOLE 1.0 AND INSTALL 40± L.F. OF 6" SANITARY LATERAL AT 0.40% SLOPE (MINIMUM) TO A POINT FIVE FEET (5') OUTSIDE OF THE BUILDING..

REMAINING TRENCHES IN PAVEMENT AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR BACKFILL IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

REPLACE EXISTING PAVEMENT, CURB & GUTTER AND SIDEWALK IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

PRIVATE WATER LATERAL

AND EXPOSE THE EXISTING WATER LATERAL WHERE SHOWN.

INSTALL 6± L.F. OF 6" WATER LATERAL AT 0.00% SLOPE TO TEE

FROM TEE 1 INSTALL 21± L.F. OF 6" WATER LATERAL AT 0.00% TO A POINT FIVE FEET (5') OUTSIDE OF THE BUILDING.

FROM TEE 1 INSTALL 3± L.F. OF 6" WATER LATERAL AT 0.00% TO VALVE 1 AND INSTALL 6" GATE VALVE (VALVE 2).

> INSTALL 15± L.F. OF 6" WATER LATERAL AT 0.00% TO HYDRANT 1 AND **INSTALL HYDRANT 1**

> > FROM A POINT FIVE FEET (5')

OUTSIDE OF THE BUILDING INSTALL 38± L.F. OF 6" WATER LATER TO FIRE DEPARTMENT CONNECTION (FDC 1).

WATER MAIN TRENCH ACROSS LAWN SHALL MAY BE BACKFILLED WITH COMPACTED SPOIL MATERIAL

WATER MAIN TRENCHES IN PAVEMENT AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR BACKFILL IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

REPLACE EXISTING PAVEMENT, CURB & GUTTER AND SIDEWALK IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

SANITARY LATERAL DATA

I.E. 6" 693.28±

RIM 703.26 I.E. 6" (SW) 693.33

WATERMAIN DESIGN

.E. 6" 695.18±

I.E. 6" 695.18 VALVE 1

I.E. 6" 695.18

HYDRANT 1 FLANGE ELEVATION - 704.10

CENTER OF LARGE COUPLING - 705.40 .E. 6" 695.18

WATER STUB 2

GENERAL NOTES

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

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

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

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

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

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

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

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

SANITARY SEWER AND WATER MAIN **SPECIFICATIONS**

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

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

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

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

SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE SIX-INCH (6") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/P546 WITH RUBBER GASKETS. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. LATERAL CLEAN-OUT RISERS SHALL BE SIX INCH (6 ") DIAMETER WITH EIGHT INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED (SOD) GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO FINISHED (SOD) GRADE AND COVERED WITH A SCREW ON CAP IF WITHIN A LANDSCAPED AREA OR A NEENAH R-3487 FRAME WITH A SOLID LID IF WITHIN A PAVED AREA.

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

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

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

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

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

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TELEPHONE CABLE, ELECTRIC SERVICE, ELECTRIC TRANSFORMER, NATURAL GAS MAIN AND GAS METER TO BE INSTALLED BY WE-ENERGIES. CONTRACTOR TO PROVIDE ALL NECESSARY COORDINATION. PUBLIC UTILITY NOTES TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.

9565 S.F. MULTI-TENANT BUILDING

F/F/F = 704.80

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

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

UTILITY COORDINATION

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

FIRE PROTECTION NOTES

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

S-1: 5' - 6" PVC @ 1.04% S-2: 40' - 6" PVC @ 1.04%

EX. SAN LATERAL STUB **SANITARY STUB 1** I.E. 6" (E) 693.76

SAMPLING MANHOLE 1.0 I.E. 6" (NE) 693.33

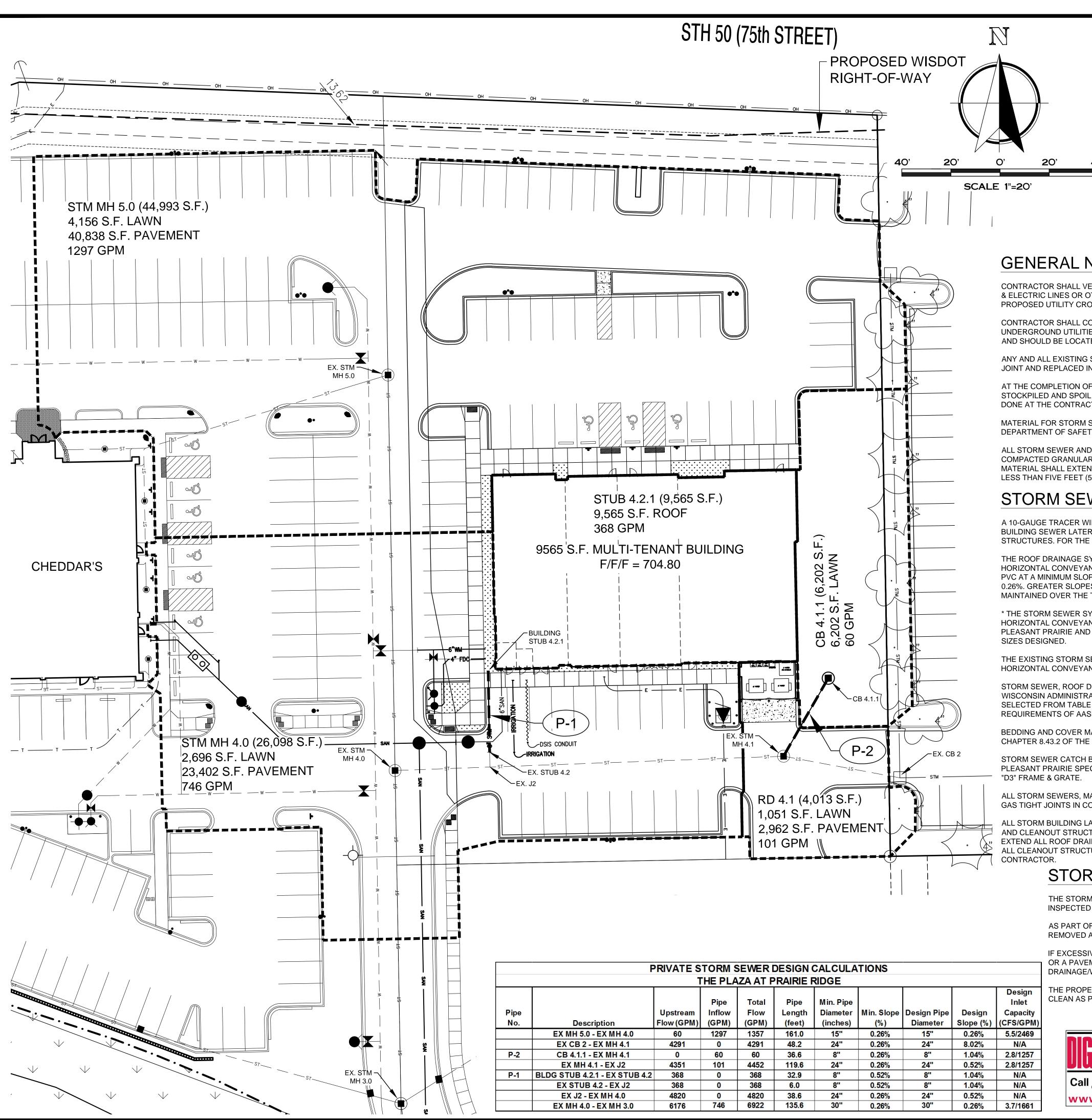
W-1: 27' - 6" WM @ 0.00% W-2: 18' - 6" WM @ 0.00% W-3: 38' - 6" WM @ 0.00%

EX. WATER LATERAL STUB FDC 1 FLANGE ELEVATION - 703.90 **CENTER OF LARGE** TEE 1 (6" X 6") **COUPLING - 705.20**

> WATER STUB 1 I.E. 6" 695.18

> > I.E. 6" 695.18

I.E. 6" 695.18



REFERENCES

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

STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS "STANDARD SPECIFICATIONS."

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 201. EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm

LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN CHAPTER 395. VILLAGE CODE OF ORDINANCES.

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

ALL PRIVATELY OWNED STORM SEWERS (MAINS, LATERAL AND CONNECTING STRUCTURES) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS" AND THE "SPECIAL PROVISIONS" ON THIS PAGE

GENERAL NOTES

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

CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

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

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

MATERIAL FOR STORM SEWERS AND ROOF DRAINAGE SYSTEMS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (SPS) REQUIREMENTS AND THE "VILLAGE SPECIFICATIONS"

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

STORM SEWER SPECIFICATIONS

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE STORM SEWERS, ROOF DRAINS AND STORM BUILDING SEWER LATERALS PER SPS 382.36(7)(d)10. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED

HORIZONTAL CONVEYANCE PIPING FOR PVC, ASTM D3034". THE ROOF DRAINAGE SYSTEM SURROUNDING THE BUILDING SHALL BE 6" PVC AT A MINIMUM SLOPE OF 1.04%. THE PIPES CONNECTING TO THE DOWNSPOUTS (DS) SHALL ALL BE 4" PVC AT A MINIMUM SLOPE OF 0.26%. GREATER SLOPES THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THAT A MINIMUM OF FOUR FEET (4') OF COVER IS

* THE STORM SEWER SYSTEM (PIPE P-2) WAS SIZED ACCORDING TO SPS TABLE 382.36-4 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14". ANY MATERIAL APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE AND THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES MAY BE USED AT THE SLOPES AND

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

STORM SEWER, ROOF DRAIN AND STORM BUILDING SEWER PIPE AND TUBING MATERIALS SHALL CONFORM TO SPS 384.30 OF THE WISCONSIN ADMINISTRATIVE CODE. REINFORCED CONCRETE PIPE (RCP) AND POLYVINYL CHLORIDE (PVC) MATERIALS SHALL BE SELECTED FROM TABLE 384.30-6. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MATERIAL (IF SELECTED) SHALL MEET THE REQUIREMENTS OF AASHTO M-252 FOR 4"-10" DIAMETER SIZES AND AASHTO M294 FOR 12"-48" DIAMETER SIZES.

BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

STORM SEWER CATCH BASINS (CB) SHALL BE 42" DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS. CATCH BASINS INSTALLED IN LAWN AREAS SHALL BE FURNISHED WITH A NEENAH R-2560, TYPE

ALL STORM SEWERS, MANHOLES, MANHOLE/CATCH BASINS, CATCH BASINS AND INLETS SHALL BE CONSTRUCTED WITH WATER AND GAS TIGHT JOINTS IN CONFORMANCE WITH SPS 384.40.

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

STORM WATER MAINTENANCE PLAN

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

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

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

IE. 24" (W/SE) 698.80

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



STORM SEWER DESIGN P-1: 33' - 8" PVC @ 1.04%

P-2: 37' - 8" STM @ 1.04% EX. STM MH 4.1 STM CB 4.1.1 RIM 703.90 (EX./PROP.) RIM 703.25

IE. 8" (NE) 699.20 **BUILDING STUB 4.2.1** EX. STM STUB 4.2 I.E. 8" (S) 699.68 I.E. 8" 699.34±

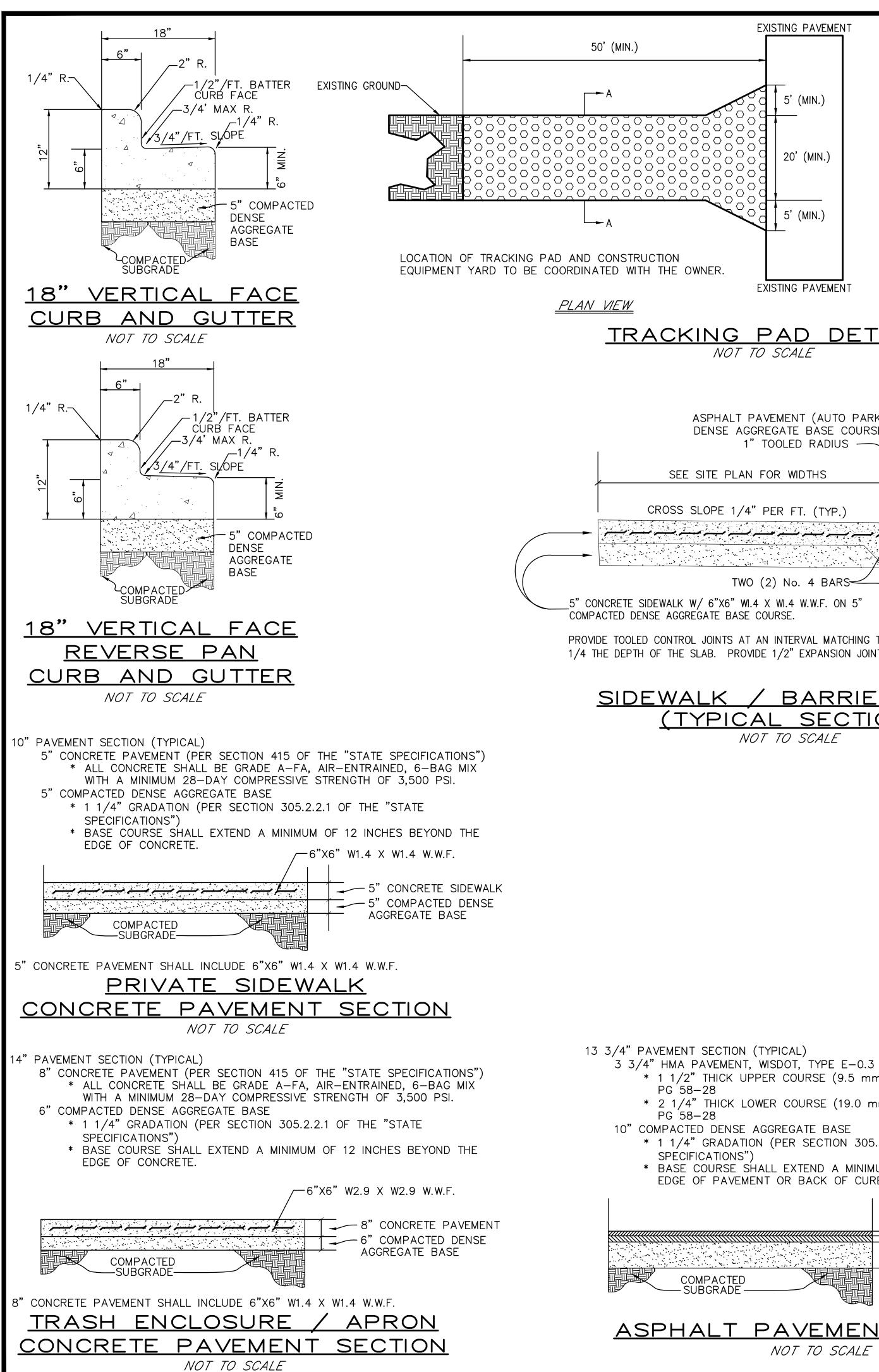
IE. 8" (SW) 699.58

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_3-INCH TO 6-INCH CLEAN WASHED STONE 20' (MIN.) _TYPE "R" GEOTEXTILE

NOTE: TRACKING MATS SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED **IMMEDIATELY**

WOOD POSTS

LENGTH 3'-4' 20" —

TRACKING PAD DETAIL

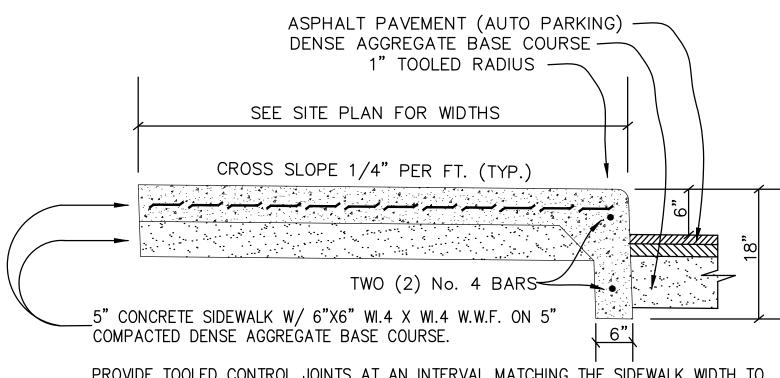
EXISTING PAVEMENT

5' (MIN.)

20' (MIN.)

5' (MIN.)

EXISTING PAVEMENT



PROVIDE TOOLED CONTROL JOINTS AT AN INTERVAL MATCHING THE SIDEWALK WIDTH TO 1/4 THE DEPTH OF THE SLAB. PROVIDE 1/2" EXPANSION JOINTS AT 40'-0" ON CENTER.

BARRIER CURB SIDEWALK (TYPICAL SECTION) NOT TO SCALE

INSTALLATION NOTES

TYPE B & C TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

GEOTEXTILE FABRIC, TYPE FF GEOTEXTILE FABRIC, TYPE FF

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

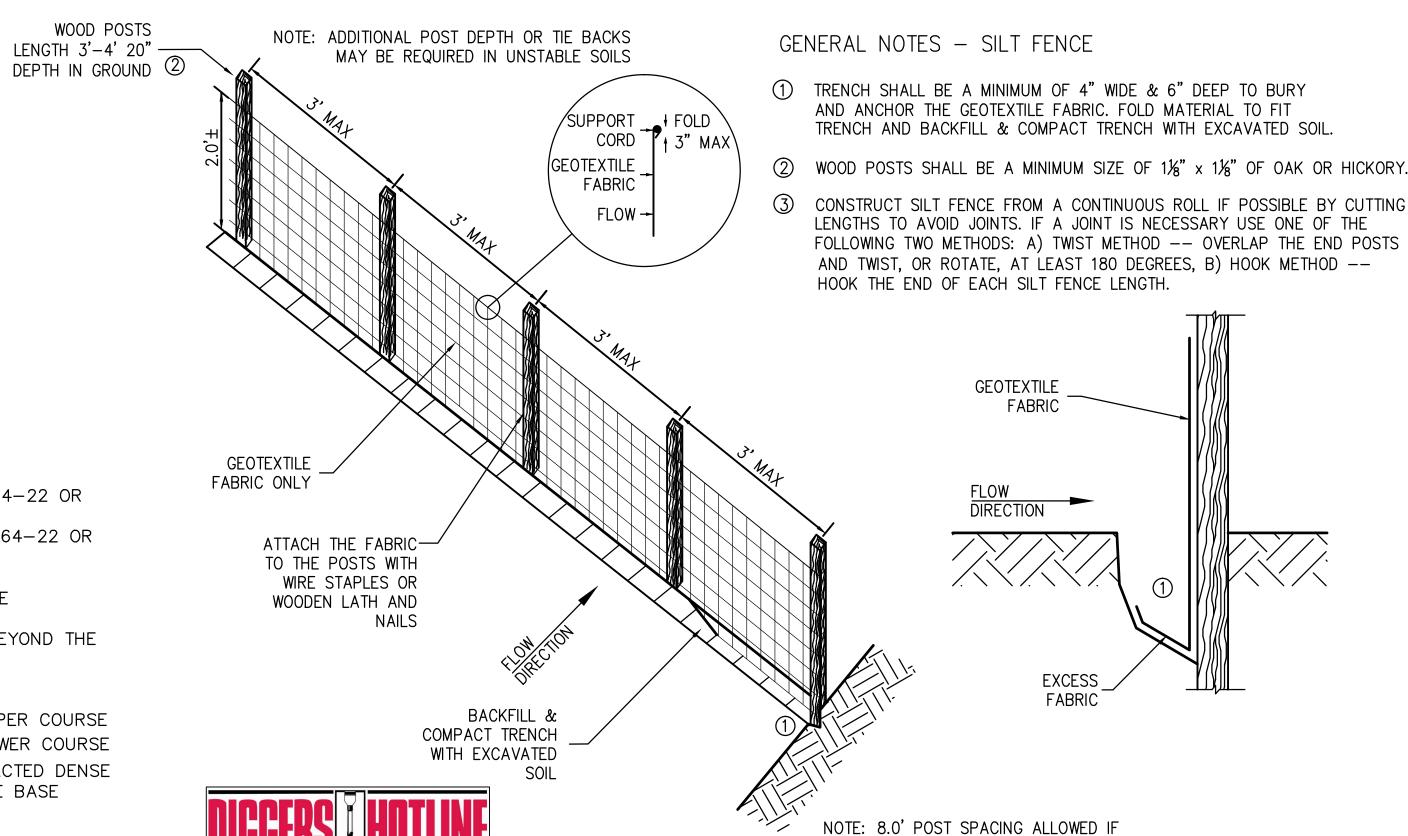
Call or (800) 242-8511

www.DiggersHotline.com

INLET PROTECTION, TYPE C (WITH CURB BOX)

(CAN BE INSTALLED IN ANY INLET WITH A CURB BOX)

TYPICAL STORMWATER INLET PROTECTION DETAIL NOT TO SCALE



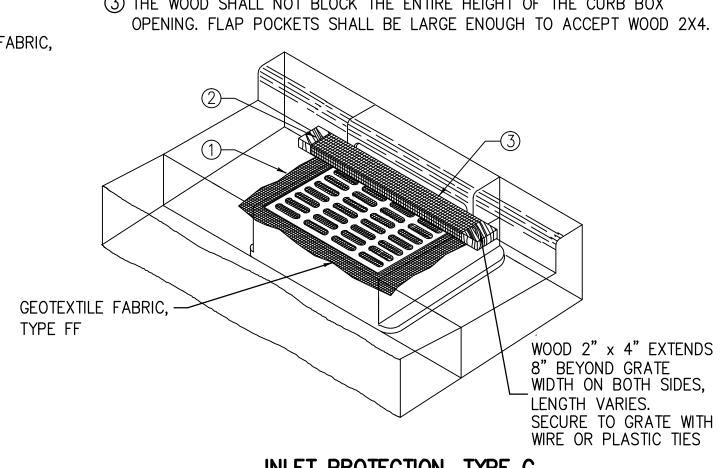
TYPICAL SILT FENCE DETAIL

NOT TO SCALE

GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WI DOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY

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



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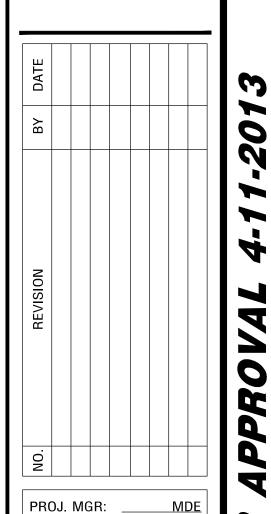
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Niels Civil I

CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS

A WOVEN GEOTEXTILE FABRIC IS USED.



DATE: <u>4-11-2013</u> CHECKED: DATE:

ASPHALT PAVEMENT SECTION

* 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR

* 2 1/4" THICK LOWER COURSE (19.0 mm GRADATION), PG 64-22 OR

* BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE

* 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE

EDGE OF PAVEMENT OR BACK OF CURB.

PG 58-28

PG 58-28

SPECIFICATIONS")

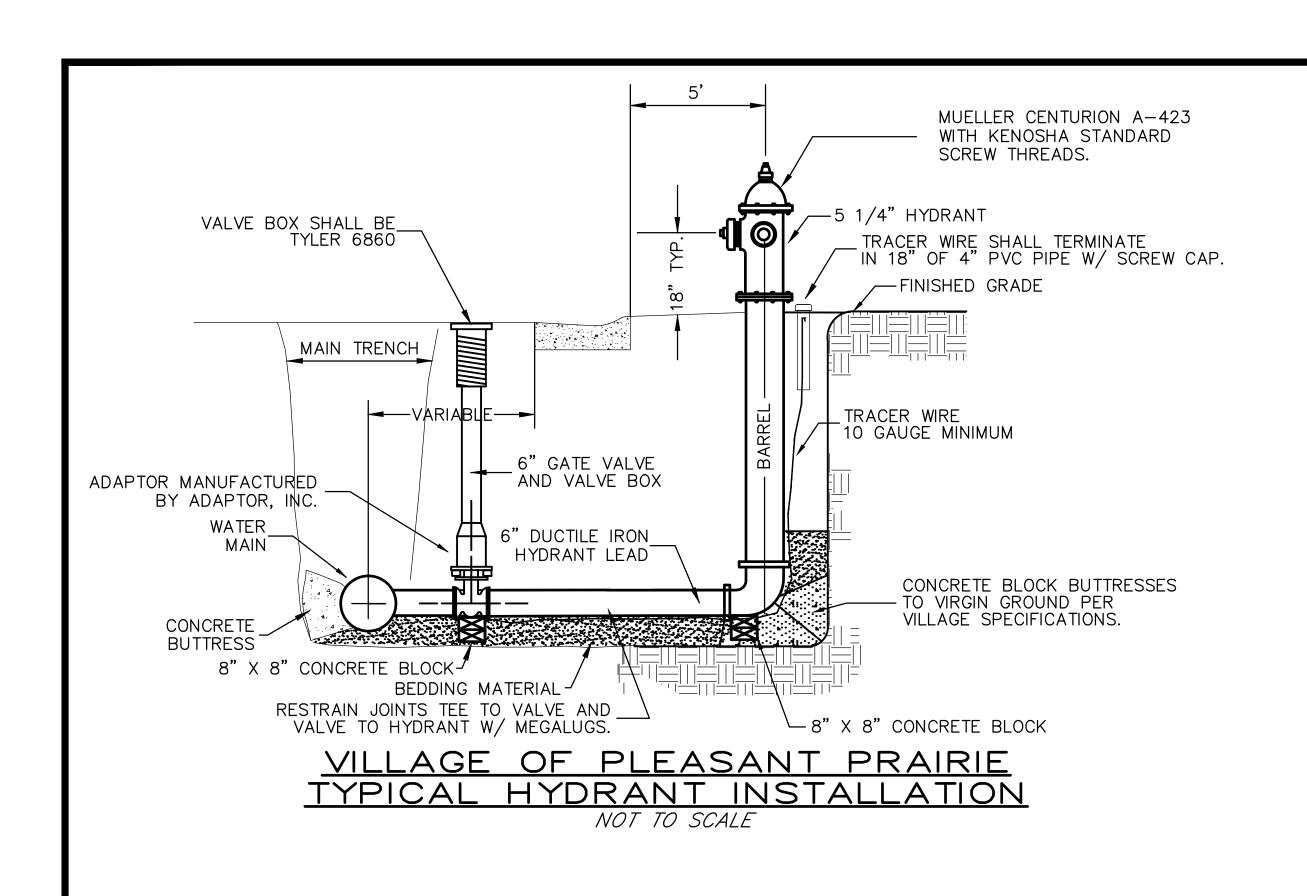
NOT TO SCALE

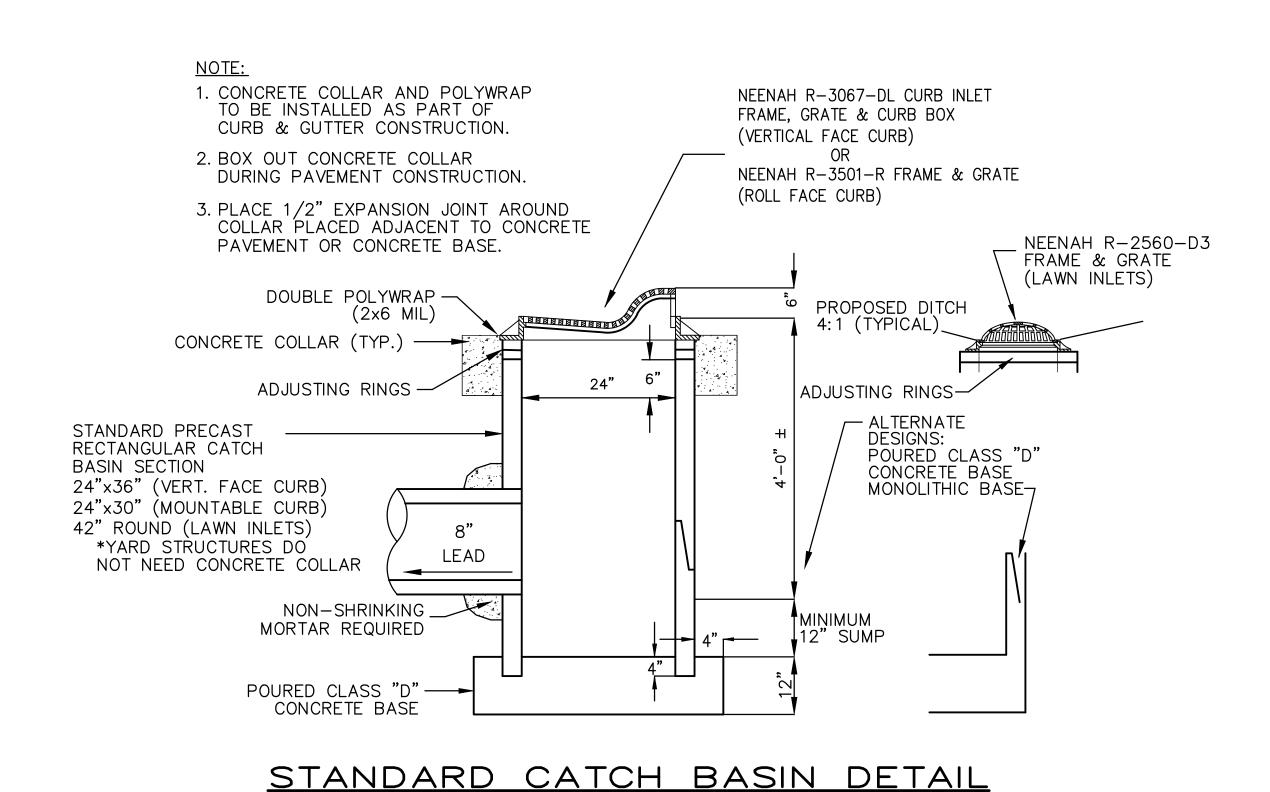
─1 1/2" UPPER COURSE

₹ 2 1/4" LOWER COURSE

____10" COMPACTED DENSE

AGGREGATE BASE





NOT TO SCALE

SAMPLING MANHOLE SHALL MEET THE STANDARDS OF A TYPICAL MINIMUM 48-INCH DIAMETER SANITARY MANHOLE WITH ECCENTRIC CONE AS SPECIFIED IN

CHAPTER 405 OF THE MUNICIPAL CODE WITH A PRIMARY FLOW MEASURING DEVICE INSTALLED.

2. PRIMARY FLOW MEASURING DEVICE SHALL BE A PALMER-BOWLUS FLUME WITH INTEGRAL APPROACH SECTION. FLUME SIZE SHALL BE BASED UPON LATERAL PIPE SIZE AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND TOLERANCES.

3. NO HORIZONTAL ALIGNMENT CHANGES SHALL BE ALLOWED AT THE SAMPLING MANHOLE.

4. FRAME AND GRATE SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE AN EXTERNAL CHIMNEY SEAL.

5. THE SAMPLING MANHOLE SHALL BE LOCATED TO ALLOW EASY ACCESS FOR UTILITY CREWS.

REINFORCING STEEL-PER ASTM C478 BEDDING - MIN. 6"-OF 3/8" LIMESTONE

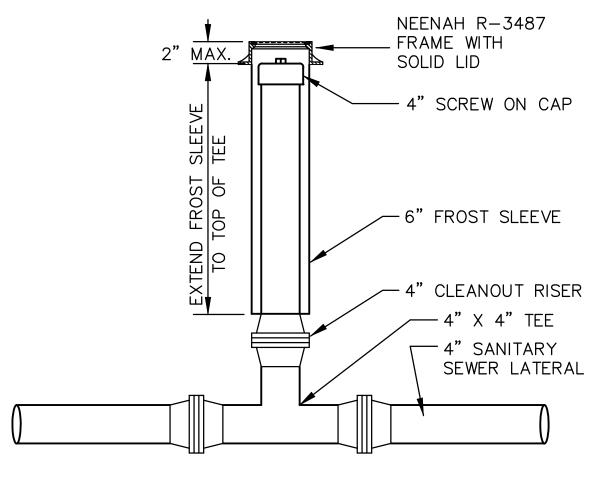
-A MINIMUM OF TWO ADJUSTING RINGS TOTALING A THICKNESS OF 8" SHALL BE USED TO ADJUST FRAME TO GRADE. -STEPS SPACED 16" CENTER TO CENTER -MINIMUM 1/2" PER FOOT 6" FOR 48" DIA. MANHOLES; 8" FOR MANHOLES GREATER THAN 48"

-R-1580 FRAME WITH SOLID LID

RIM GRADE (PER PLAN)

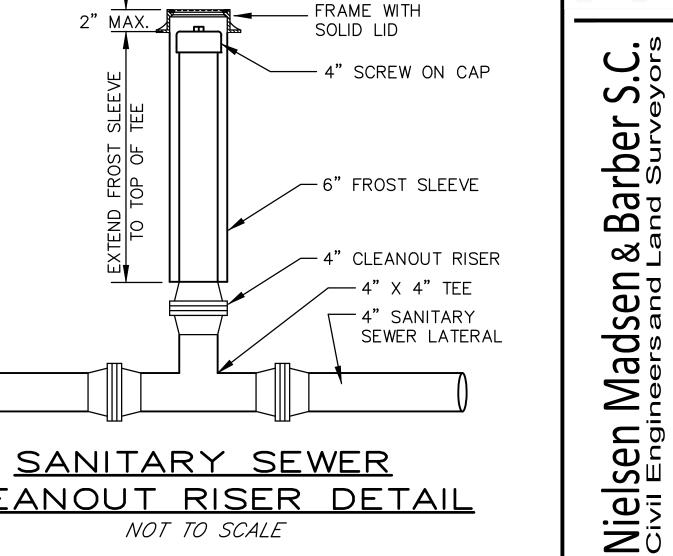
48" DIAMETER SANITARY SAMPLING MANHOLE

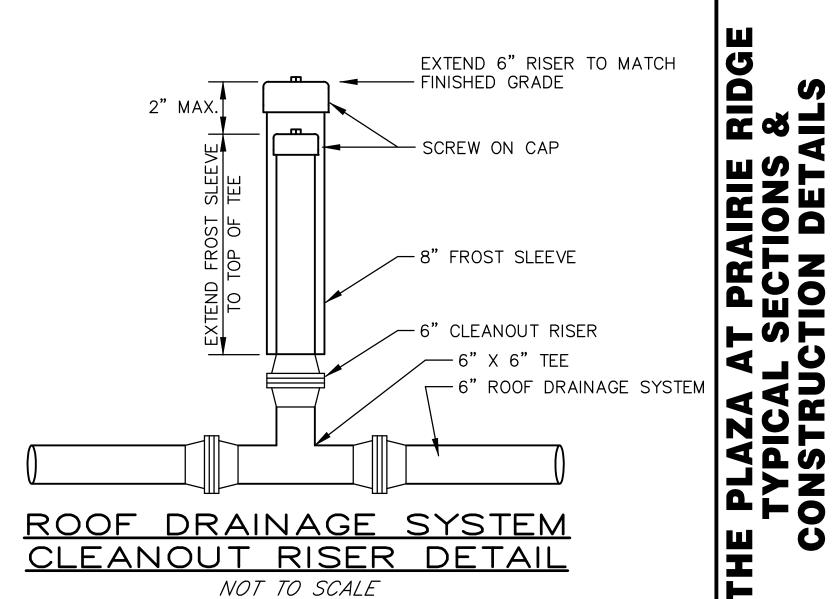
NOT TO SCALE

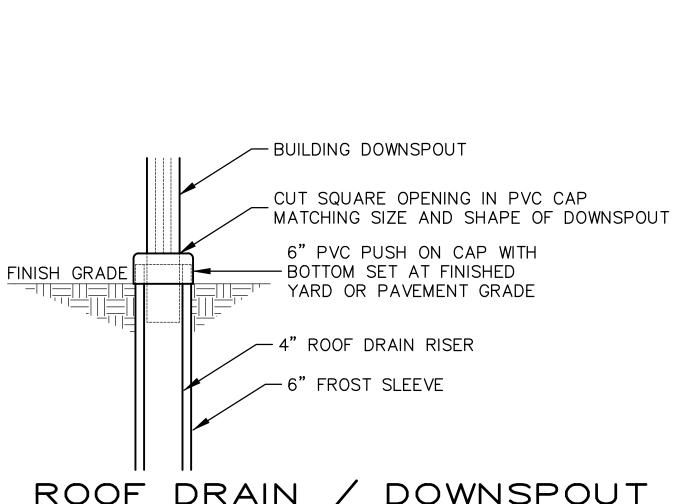


SANITARY SEWER CLEANOUT RISER DETAIL

NOT TO SCALE







ROOF DRAIN / DOWNSPOUT RISER DETAIL NOT TO SCALE

-2013 DRAFTED: DATE: <u>4-11-2013</u> CHECKED: DATE: 2012.0009.07

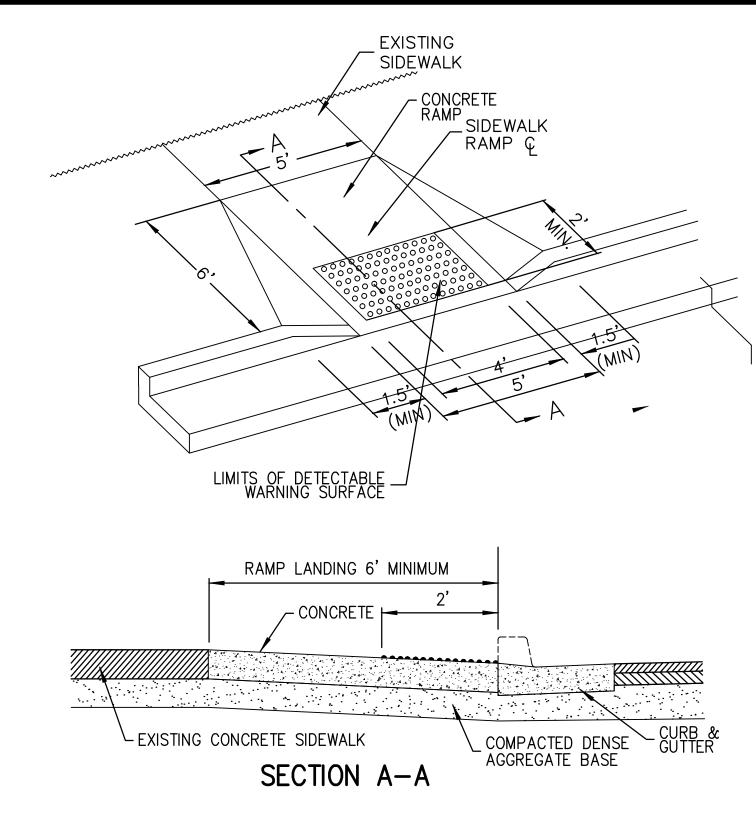
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vd. Suite 200, Racine, WI. 53406 5588 Fax: (262)634-5024

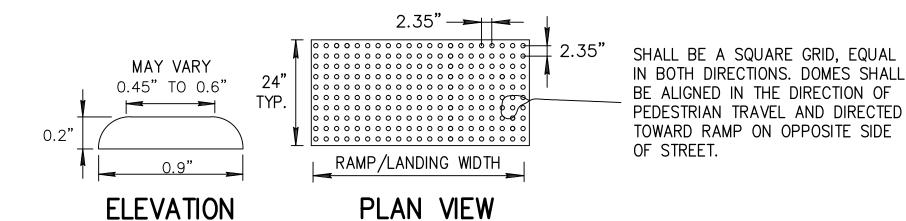
1458 Horizon B Tele: (262)634-Website www.n

OR



NOTES

- 1. THIS WORK WILL CONSIST OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR THE PLACEMENT OF DETECTABLE WARNING DEVICES, COMPLETE AND READY FOR SERVICE AT ALL NEW SIDEWALK CURB RAMPS.
- 2. THE DEVICES SHALL COMPLY WITH THE DETECTABLE WARNINGS ON WALKING SURFACES SECTION OF THE AMERICANS WITH DISABILITIES ACT (TITLE 49 CFR TRANSPORTATION, PART 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, APPENDIX A, SECTION 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.)
- 3. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 MM) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP FLUSH SURFACE (GENERALLY 48 INCHES WIDE).
- A. THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB OR EDGE OF PAVEMENT IS 6 INCHES (150 MM) MINIMUM AND 8 INCHES (205 MM) MAXIMUM FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
- B. DOMES SHALL BE ALIGNED ON A SQUARED GRID, ALIGNED IN ROWS PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. DOMES MUST NOT BE SKEWED DIAGONALLY TO THE DIRECT OF TRAVEL.
- 4. AVAILABLE MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, MANUFACTURERS OFFERING PROJECTS THAT MAY BE INCORPORATED IN THE WORK INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
- A. "METAPANEL" MANUFACTURED BY METADOME, LLC OR "NEENAH DETECTABLE WARNING PLATE" MANUFACTURED BY NEENAH FOUNDRY COMPANY OR PRE-APPROVED EQUAL.
- a. THE COLOR OF THE DETECTABLE WARNING FIELD SHALL BE FEDERAL YELLOW.
- 5. THE SPECIFICATIONS OF THE CONCRETE SEALANT AND RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.

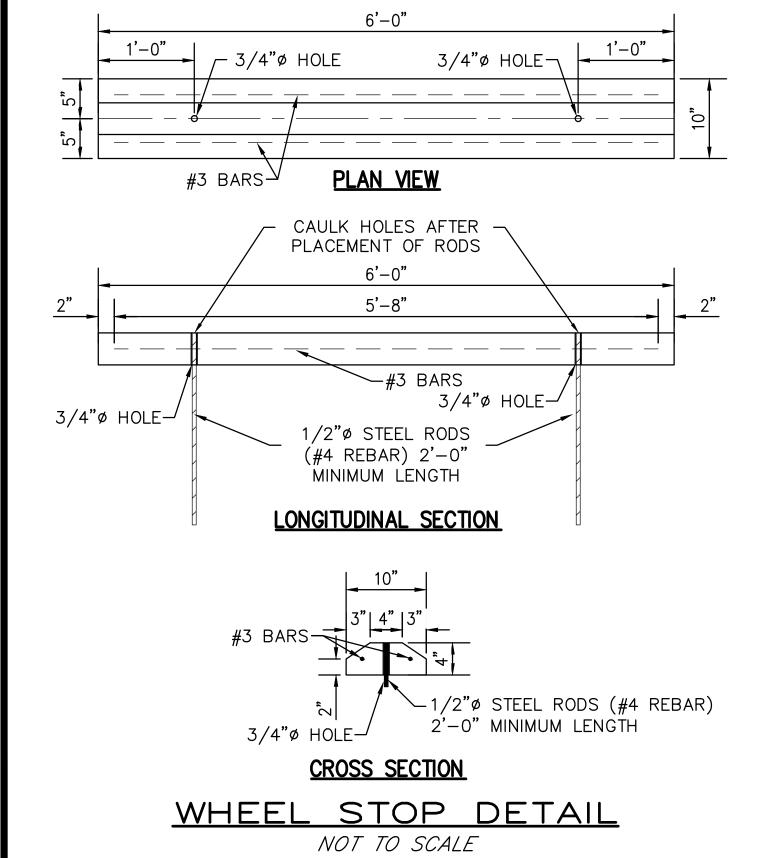


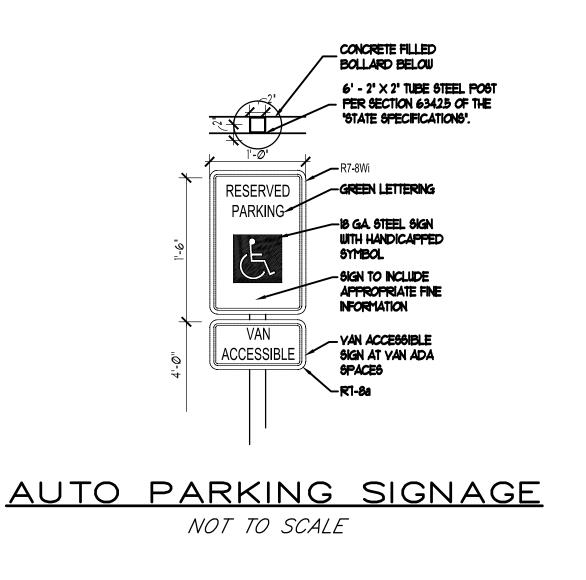
TRUNCATED DOME DETECTABLE WARNING

ACCESSIBLE RAMP DETECTABLE WARNING SURFACE

(TO BE INSTALLED ON ALL PUBLIC RAMPS)
NOT TO SCALE







n

Sen Madsen & Barber S. (Engineers and Land Surveyon orizon Blvd. Suite 200, Racine, Wl. 53406

Nielsen Mads Civil Engineers ar 1458 Horizon Blvd. Suite 20 Tele: (262)634–5588 Fax: Website www.nmbsc.net

THE PLAZA AT PRAIRIE RIDGE
TYPICAL SECTIONS &
CONSTRUCTION DETAILS
FOR
EVO DEVELOPMENT, INC.

PROJ. MGR: _____MDE_DRAFTED: ____JJC

012.0009.07 C-10

ORD. # 12-29

ORDINANCE TO CREATE THE PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT 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 Prairie Ridge West Commercial Development pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT PLANNED UNIT DEVELOPMENT

- a. It is the intent that the Prairie Ridge West Commercial Development (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, 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 properties included are collectively known as Lot 1, 2, 3 and 4 of CSM 2627 as recorded at the Kenosha County Register of Deeds Office on March 12, 2013 as Document # 1696936 (previously a part of Outlot 23 of Prairie Ridge Subdivision, and was initially divided into three parcels pursuant to Certified Survey Map No. 2107 ("CSM 2107"); Parcel 3 of CSM 2107 was subsequently divided into three parcels pursuant to Certified Survey Map No. 2283 ("CSM 2283"); Parcel 1 of CSM 2283 was subsequently divided into two lots pursuant to Certified Survey Map No. 2482 ("CSM 2482"); Lot 1 of CSM 2482 was subsequently divided into two lots pursuant to Certified Survey Map No. 2666 ("CSM 2666"); Lot 1 of CSM 2666) and located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie as shown on 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 shall be in compliance with the *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
 - (iii) The DEVELOPMENT shall be in compliance with the *Declaration of Covenants and Restrictions for Prairie Ridge West Commercial Development*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.

- (iv) All public improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the Development Agreement entered into between the Village and Water Street Land LLC on March 12, 2013.
- (v) All private improvements for this DEVELOPMENT are required to be installed and maintained pursuant to the approved Development Plans on file with the Village and as referenced in the Development Agreement entered into between the Village and Water Street Land LLC on March 12, 2013, and any subsequently approved amendment.
- (vi) The DEVELOPMENT shall be in compliance with the approved Maintenance Plan as may be amended from time to time, related to how the private sanitary sewer, water and storm sewer infrastructure systems will comply with WI Department of Natural Resources maintenance requirements and standards.
- (vii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), garbage dumpster enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the 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.
- (viii) Except as provided herein, the DEVELOPMENT shall be in compliance with ORDINANCE #07-28, adopted by the Village Board on July 16, 2007, and entitled Prairie Ridge Planned Unit Development Ordinance. Said Ordinance, as requested by the owners and approved by the Village, may be amended from time to time.
- (ix) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as approved by the Village Board on August 20, 2012, as amended and approved as of March 12, 2013.
- (x) All buildings, except a possible stand alone DSIS building that shall be 120 square feet or less within the DEVELOPMENT, shall comply with the fire suppression requirements of Chapter 180 of the Village Municipal Code (including buildings within the DEVELOPMENT that are less than 3,500 square feet or less than two stories in height).
- (xi) 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), as on file with the Village.
- (xii) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
- (xiii) All buildings/structures 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, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
- (xiv) 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 to Prairie Ridge West Commercial Development, which may be amended from time to time. Specifically, but not limited to, the commercial buildings parking lots shall be utilized as a shared parking lots and cross-access easements shall be

- designed in order to allow and facilitate the movement of vehicular traffic from property to property.
- (xv) Deliver vehicles and trucks shall be parked inconspicuously on the sites. No trucks [e.g. semi cab, semi trailer, construction vehicles (except when permitted construction activities are taking place), step vans, delivery vans (except when goods and merchandise are being delivered), business-related vehicles with advertising displayed on the vehicles, catering vehicles, other commercial vehicles, etc.] shall be parked within the DEVELOPMENT.
- (xvi) Detached/attached <u>outdoor</u> 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. There shall be no sidewalk displays of merchandise or any other items, including temporary signage that is not allowed by the Zoning Ordinance. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
- (xvii) Commercial communication antennas, whips, panels, satellite dishes or other similar transmission or reception devices that are mounted inside the buildings or are adequately camouflaged so as no to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
- (xviii) Temporary or permanent storage containers (some having brand names such as P.O.D.S, S.A.M.S., etc.) and compactors are not allowed within the DEVELOPMENT. All merchandise, product, crate, pallet, etc., storage shall be stored inside a building.
- (xix) No flags, pennants, streamers, inflatable signage, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xx) No raceways or box signage or neon tube banding around the buildings shall be permitted on any buildings within the DEVELOPMENT.
- (xxi) All wall mounted signage shall be located on the buildings as approved by the Village. No signage shall cross over the architectural panels or details of the building. Specific signage plans shall be reviewed and approved for each building.
- (xxii) 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 or hours may be granted by the Village if the owners/tenants enter into a separate Agreement with the Village for the provision of additional police officers and any related fees for additional security as determined necessary by the Village Police Chief.
- (xxiii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxiv) 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.
- (xxv) 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.

- (xxvi) 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 (1) related to Lot Size in the B-2 District is amended as follows:
 - (1) Lot size: Lots 1 and 4 shall be a minimum of two acres, Lots 2 and 3 shall be a minimum of 1.3 acres.
 - (ii) Section 420-119 I (3) related to Open Space is amended as follows:
 - (3) Each lot within the DEVELOPMENT shall maintain a minimum of 20% open space and the entire DEVELOPMENT shall maintain a minimum 75% open space.
 - (iii) Section 420-119 I (4) (a) related to gross floor area for principal buildings shall be amended as follows:
 - (a) Gross floor area: 3,000 square feet minimum and 12,000 square feet maximum for all buildings within the DEVELOPMENT, except for a DSIS building which is allowed to be a maximum of 120 square feet on Lot 4.
 - (iv) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
 - (c) Setbacks:
 - [1] Lots 1 and 2: minimum of 65 feet from property line adjacent to STH 50 and a minimum of 30 feet from all other property lines.
 - [2] Lot 3: minimum of 40 feet from property line adjacent to 77th Street, a minimum of 20 feet from west property line and a minimum of 30 feet from north and east property lines.
 - [3] Lot 4: minimum of 30 feet from the property lines adjacent to 77th Street and 104th Avenue and a minimum of 30 feet from all other property lines. If a DSIS building is located on Lot 4 it shall be located a minimum of five feet from the back of any sidewalk provided the building is not located within any easements and is not located within any dedicated public right-of-way.
 - [4] Wetland setback: 25 feet minimum; except for an attached deck which may be located a minimum of 10 feet from the wetlands.
 - (v) Section 420-47 E related to setbacks for driveways is amended as follows:
 - E. Setback. The shared access driveways for said Lots may cross property lines with the DEVELOPMENT but shall be a minimum of 20 feet from the side or rear property lines of the entire DEVELOPMENT and a minimum of five feet from any wetlands on said property.
 - (vi) Section 420-47 L related to setbacks for parking spaces and parking lots shall be amended as follows:
 - L. Parking areas including maneuvering lanes shall be set back a minimum of 20 feet from the adjoining public street rights-of-way of 104th Avenue and 77th Street and a minimum of 10 feet from the adjoining public street right of way of STH 50; a minimum of five feet

from any wetlands within the DEVELOPMENT; a minimum of 10 feet from the eastern property lines on Lots 2 and 3 within the DEVELOPMENT; no setback is required between all interior lot lines within the DEVELOPMENT due to their nature of being "shared" improvement; and all parking lots shall be setback a minimum of 20 feet from the parking lot adjacent to the north/south shared access between Lots 3 and 4 within the DEVELOPMENT

- (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 each property within the DEVELOPMENT.
 - (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
 - (3) Maximum area: 130 square feet per face, except:
 - (4) Maximum height: 10 feet for Lots 1 and 2 and six feet for Lots 3 and 4.
 - (5) Minimum setback distance: 10 feet from any public street or highway right-of-way line and shall not be located within any easement wherein such sign is not expressly permitted.
 - (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.
 - (11) May be three-dimensional.
- (viii) Section 420-76 Y. related to Secondary Monument Signs is amended as follows:
 - Y. Entry Monument Signs
 - (1) Maximum number: Two Entry Monument signs area allowed, each sign shall be located no more than 15 feet from a primary entrance driveway to the DEVELOPMENT as measured from the back of the curb of the access road from 104th Avenue and 77th Street.

- (2) Minimum setback from any public street or highway right-of-way line: 10 feet and shall not be located within any easement wherein such sign is not expressly permitted.
- (3) Maximum height: 12 feet for the sign adjacent to 104th Avenue entrance and six feet for the sign adjacent to 77th Street entrance.
- (4) Maximum area: 94 square feet per face for the sign adjacent to 104th Avenue entrance and 25 square feet per face for the sign adjacent to the 77th Street entrance.
- (5) Landscaping: three feet in every direction from the sign base or other supporting structure.
- (6) May be illuminated.
- (7) Shall be placed on a solid or solid-appearing base which supports a minimum of 75% of the horizontal dimension of the sign display. The sign supports or base shall be constructed of materials complementary to the materials used in the development. The supports or base may not exceed two feet in height beneath the sign display.
- (ix) Section 420-78 W related to standard minimum setbacks distances for signs is amended as follows:
 - W. Standard minimum setback distances. The following standard minimum setback distances shall apply to all signs:
 - (1) Five feet from any wetland.
 - (2) The distance from any side or rear property line equal to the height of the sign, except the Primary Monument Sign on Lot 2 may be setback a minimum of one foot from the west property line.

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 20th day of August 2012.

VILLAGE OF PLEASANT PRAIRIE

ohn P. Steinbrink

Village President

ATTEST:

Jane M. Romanowski

Village Clerk
Posted: 3/9-

Page 6

RECORDING CONFIRMATION SHEET

Date: 3 15 13

Company Name: Village of Pl. Paire

Your File No.	Type of Document	Regarding Whom	Fees
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		Commerced Declopment	
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Return to Village with recording information De claration of Covenants and Restrictions for Prairie Ridge West Commercial Development

Recording Area

Name and Return Address
Lynn A. Ludke
Godfrey & Kahn S.C.
780 North Water St.
Milwaukee WI 53202

91-4-122-082-0203

Parcel Identification Number

This page is part of a legal document...DO NOT REMOVE

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration") is hereby made and established this **12** day of **March**, 2013, by Water Street Land, LLC (the "Declarant").

RECITALS:

WHEREAS, Declarant owns that portion of the real property located in the Village of Pleasant Prairie ("Village"), Kenosha County, Wisconsin known as Prairie Ridge West, consisting of four lots, comprising approximately 9.156 acres, which is legally described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto, consisting of Lots 1 ("Lot 1"), 2 ("Lot 2"), 3 ("Lot 3") and 4 ("Lot 4") (hereinafter referred to collectively as "Lots" or singularly as "Lot") of Certified Survey Map No. 2726 (collectively the "Land"); and

WHEREAS, the original plat of Prairie Ridge Subdivision was recorded with the Kenosha County Register of Deeds on March 12, 1998, as Document Number 1088727, Plat Number 5745 (the "Original Plat")

WHEREAS, the Land was previously a part of Outlot 23 of Prairie Ridge Subdivision, and was initially divided into three parcels pursuant to Certified Survey Map No. 2107 ("CSM 2107"); Parcel 3 of CSM 2107 was subsequently divided into three parcels pursuant to Certified Survey Map No. 2283 ("CSM 2283"); Parcel 1 of CSM 2283 was subsequently divided into two lots pursuant to Certified Survey Map No. 2482 ("CSM 2482"); Lot 1 of CSM 2482 was subsequently divided into two lots pursuant to Certified Survey Map No. 2666 ("CSM 2666"); Lot 1 of CSM 2666 was subsequently divided into four parcels pursuant to Certified Survey Map No. 2726 (the "CSM").

WHEREAS, the Land is subject to that certain Declaration of Development Standards and Protective Covenants, dated as of March 11, 1998, executed by V.K. Development Corporation and recorded with the Kenosha County Register of Deeds on March 12, 1998, as Document No. 1088729; as amended by the First Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development, dated as of October 8, 1998 and recorded with the Kenosha County Register of Deeds on October 9, 1998 as Document No. 1115848; and as further amended by the Second Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development, dated as of January 4, 2000 and recorded with the Kenosha County Register of Deeds on March 7, 2000 as Document No. 1175268; and as further amended by the Third Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development, dated as of March 1, 2000 and recorded with the Kenosha County Register of Deeds on March 7, 2000 as Document No. 1175267; and as further amended by the Fourth Amendment to Declaration of Development Standards and Protective Covenants for Prairie Ridge Commercial Development, dated as of March 9, 2010 and recorded with the Kenosha County Register of Deeds on April 5, 2010, as Document No. 1614310 (hereinafter all of the foregoing collectively referred to as the "Master Declaration").

WHEREAS, Declarant desires to develop the Land for business, commercial, retail and other approved purposes, accordingly, desires to subject the Land to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Declarant and all parties hereafter having an interest in the Land.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Land, shall be held, sold, conveyed, occupied, developed and maintained subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall pass with each parcel of or interest in the Land, as covenants running with the Land and shall apply to and bind all successors in interest, users and owners.

ARTICLE I Name; Definitions

- 1.1 Name. The Land and all of the development thereon shall be known as the "Prairie Ridge West Commercial Development."
- 1.2 <u>Definitions</u>. The terms used in this Declaration shall be defined as follows:
 - (a) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.
 - (b) "<u>Assessments</u>" shall mean General Assessments, Special Assessments and Default Assessments.
 - (c) "<u>Association</u>" shall mean the Prairie Ridge West Owners Association, Inc., a non-profit Wisconsin corporation created under this Declaration.
 - (d) "<u>Association Documents</u>" shall mean this Declaration, the Articles, the Bylaws, all Supplemental Declarations and all procedures, rules, regulations and policies adopted under such documents by the Association.
 - (e) "<u>Building</u>" shall mean the main portion of any building or buildings on the Development, with the exception of the buildings currently located on Lot 4 which will be demolished by the Declarant after approval of the CSM, and all projections and extensions thereof, including but not limited to platforms, docks, eaves, canopies, walls and screens.
 - (f) "<u>Bylaws</u>" shall mean the Bylaws of the Association as adopted by the Board and as amended from time to time.
 - (g) "<u>Common Area</u>" or "<u>Common Areas</u>" shall mean any lands within the Development, including the Common Open Space located on Lot 4 as depicted on **Exhibit C** attached hereto and the Private Access Roads depicted on **Exhibit D** attached hereto, which have been specifically reserved by the Declarant for the common use or

enjoyment by all Owners within the Development, but not including any areas which have been dedicated to the Village. The Common Areas may include wetlands, landscaped areas, roadway boulevards, and entranceway monuments and signage, and may be established within any lands owned by Declarant subject to this Declaration by an amendment hereto signed and placed of record by Declarant, provided such establishment does not have a material adverse effect on a Lot Owner's ability to acquire, develop, use, operate and maintain their respective Lot.

- (h) "<u>Declarant</u>" shall mean Water Street Land, LLC.
- (i) "<u>Development</u>" shall mean the Prairie Ridge West Commercial Development.
- (j) "<u>Member</u>" shall mean a member of the Association as set forth in Article 9 hereof.
- (k) "Occupant" shall mean any Person from time to time entitled to the use, and occupancy of any portion of a building on a Lot under an ownership right or any lease, sublease, license, concession or other similar agreement.
- (l) "Olive Garden Parcel" shall mean that property located to the east of Lot 2, as more particularly described on **Exhibit E** attached hereto.
- (m) "Owner" or "Lot Owner" shall mean the holder(s) of a legal or equitable ownership interest in any Lot, regardless of the type of tenancy or estate, and shall include land contract vendors and vendees, but shall not include the holder of any leasehold interest (unless designated in writing as an Occupant by a Lot Owner whose Lot subject to such leasehold interest) or any mortgage or other consensual lien prior to acquisition of legal or equitable title.
- (n) "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires thereof insofar as their activities relate to the intended development, use and occupancy of a Lot.
- (o) "Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.
- (p) "<u>Supplemental Declaration</u>" shall mean an instrument which amends or modifies this Declaration, as more fully provided for herein.

ARTICLE II Purpose and Intent

- 2.1 <u>General Purpose</u>. The general purpose and intent of this Declaration is to:
- (a) Protect and preserve property values and the investment by businesses located in the Development through encouragement of development which is well planned and maintained in a quality manner;
- (b) Create an attractive and efficient business environment through sound land use, planning and design standards;
- (c) Ensure operation and maintenance of the Development in a manner consistent with the purposes just described.
- 2.2 <u>Master Declaration</u>. To the extent a provision of this Declaration is inconsistent with the Master Declaration, the more restrictive provision shall apply.

ARTICLE III

Cross Access and Parking Easements and Private Access Roads

- 3.1 Access. Declarant hereby grants, conveys and establishes permanent, non-exclusive easements for the benefit of Lots 1, 2 and 3 along with all Occupants of said Lots and their Permittees, over those portions of Lots 1, 2, 3, and 4 as depicted as on **Exhibit D** attached hereto as the 30' Wide Dedicated Ingress, Egress and Cross Access Easement and the 24' Wide Dedicated Ingress, Egress and Cross Access Easement (collectively the "Cross Access Easement Areas") for vehicular and pedestrian ingress and egress and cross access purposes.
 - (a) <u>Temporary Construction Access</u>. Declarant hereby establishes, grants and conveys to the Owner of Lot 2 and its Permittees, a temporary non-exclusive easement, for the benefit of Lot 2, on, over and through Lot 3 and Lot 4 for construction access and related purposes. The temporary construction easement area shall be approximately thirty-five (35) feet wide running along the east boundary of the Declarant Constructed Access Road shown on <u>Exhibit D</u> attached hereto. The construction access easement granted herein shall terminate upon the earlier of the completion of construction of all initial buildings and improvements on Lot 2 or December 31, 2013. Notwithstanding the foregoing, the use of such construction access easement shall not interfere with the use of Lot 3 by the Owner of Lot 3.
- 3.2 <u>Maintenance of Cross Access Easement Area</u>. Except for damage caused by the negligence or willful act of a Lot Owner or its Permittees, the Association shall (1) maintain the Cross Access Easement Area and the roadways installed within the Cross Access Easement Areas (the "Private Access Roads") from time to time in good condition, normal wear and tear excepted, and shall promptly repair all damage; (2) promptly replace the Private Access Roads with improvements of equal or better quality at the ends of their useful lives, and (3) keep the Private Access Roads free from snow and debris. The costs of maintaining, repairing and replacing the Cross Access Easement Area and the Private Access Roads shall be allocated to the Owners of Lots 1, 2 and 3 as part of such Owners' annual assessments on a pro rata basis, based

on the acreage of each Owner's Lot in relation to the total acreage contained in Lots 1, 2 and 3 on the date such calculation is made.

3.3 <u>Parking Easement</u>.

- (a) <u>General Parking Easement</u>. Subject to the terms and conditions of this Declaration including, without limitation, Section 8.3, Declarant hereby establishes permanent, non-exclusive easements for the benefit of Lots 1, 2 and 3 along with all Occupants of said Lots and their Permittees, over those portions of Lots 1, 2 and 3 used for parking on such Lots from time to time for the parking of passenger vehicles.
- (b) Overflow Parking Area Easement. At such time as a parking area is constructed on the Overflow Parking Area, there shall be established a permanent non-exclusive easement for the benefit of Lots 1, 2 and 3 in the event the parking area is constructed by the Association, or for the benefit of the Requesting Lot Owners (as hereinafter defined) if the parking area is constructed by or at the request of the Requesting Lot Owners.
- Maintenance of Parking Areas. Except for damage caused by the negligence or willful act of a Lot Owner or its Permittees, each Lot Owner shall, at its sole expense, be responsible for all maintenance, repairs and/or replacements as may be necessary to keep the parking areas located on its Lot, and all driveways, walkways, and exits and appurtenances thereto, but excluding the Access Roads, in good condition and repair including, but not limited to, maintaining all paved surfaces and curbs in a smooth and evenly covered condition, maintaining, cleaning, repairing and replacing directional, stop and parking signs and markers, removing debris, refuse, ice and snow, restriping drive lanes as necessary, maintaining, cleaning, repairing and replacing lighting facilities and maintaining landscaped and lawn areas in a neat and orderly condition.
- Overflow Parking Area. 3.5 At such time that it is determined by a unanimous vote of the Association that additional parking for Lots 1, 2 and 3 is necessary, or at the request of one or more Lot Owners ("Requesting Lot Owners") the Association or the Requesting Lot Owners, as the case may be, may construct an additional parking lot on the area depicted on Exhibit F as "Future Overflow Parking" ("Overflow Parking Area"). In the event the Overflow Parking Area is constructed because the Association determines that additional parking for the entire Development is required, then the Association shall be responsible for the construction, maintenance, repairs and/or replacements of the Overflow Parking Area, the costs of which shall be allocated to the Owners of Lots 1, 2 and 3 as part of such Owners' annual assessments on a pro rata basis, based on the acreage of said Owner's Lot in relation to the total acreage contained in Lots 1, 2 and 3 on the date such calculation is made. In the event the Overflow Parking Area is constructed at the request of Requesting Lot Owners, then the Requesting Lot Owners shall be responsible for the construction, maintenance, repairs and/or replacements of the Overflow Parking Area, the costs of which shall be allocated to the Requesting Lot Owners on a pro rata basis, based on the acreage of each Requesting Lot Owner's Lot in relation to the total acreage of the Requesting Lot Owners' Lots, unless the Requesting Lot Owners otherwise agree. The Overflow Parking Area may be used by the Association and the Owners of Lots 1, 2 and 3 for the storage of snow removed from the

Common Areas and Lots 1, 2 and 3, provided that if the Overflow Parking Area is constructed at the request of the Requesting Lot Owners, the Requesting Lot Owners shall be compensated for such use at a market rate by the Association and by any Lot Owner which is not a Requesting Lot Owner.

- 3.6 <u>Reasonable Use of Easements</u>. The easements granted in this Section shall be used and enjoyed by the Owners, Occupants and their Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Lot Owner, Occupant or their Permittees at any time conducted on its Lot.
- 3.7 <u>Barriers.</u> No Lot Owner shall erect or construct, or cause or allow to be erected or constructed, any fence, wall, curb or other barrier upon its Lot which in any manner interferes with or restricts the full and complete use and enjoyment by any party of the easements herein granted without the prior written consent of the Village of Pleasant Prairie ("Village"); provided, however, that each Lot Owner reserves the right to close off a portion of the easements herein granted for such reasonable time as may be legally necessary in the opinion of such Lot Owner's counsel, to prevent the acquisition of prescriptive rights to the Lot or as reasonably necessary during construction or when making repairs. Prior to closing off any portion of the easements herein provided, except in the event of an emergency, the party closing off such easements shall give reasonable (not less than fifteen (15) days') advance written notice to the other Lot Owners and to the Association of its intention to do so and shall attempt to coordinate such closing with the other Lot Owners so that no unreasonable interference with the passage or parking of vehicles or pedestrians shall occur.
- 3.8 Changes and Alterations to Driveways, Parking and Sidewalk Areas. The particular driveway, parking and sidewalk areas of a Lot may be relocated from time to time by the Lot Owner thereof, so long as the relocation of such driveways, parking and sidewalk areas by such Lot Owner does not unreasonably interfere with any other Lot Owner's right to use such areas for the purposes contemplated by this Agreement and provided further that such any changes and alterations are approved by the Village. Notwithstanding the foregoing, the Private Access Roads shall not be modified or closed without the prior written consent of the Owners of Lots 1, 2 and 3 and the Association, which consent shall not be unreasonably withheld, conditioned or delayed.
- dated and executed by and between the Village and Declarant on March 12, 10 and relating to the Development ("Development Agreement"), the Declarant shall, at its sole cost and expense, construct that portion of the Private Access Road as shown as the "Declarant Constructed Access Road" depicted on Exhibit D attached hereto, and the adjacent sidewalk, on or before June 30, 2013 and in accordance with the Final Development Engineering Plans as further described in the Development Agreement. In addition, Declarant shall, at its sole cost and expense, also excavate a construction tracking pad approximately 35 feet wide by 120 feet long as shown as the "Declarant Constructed Construction Access for Lot 1" depicted on Exhibit D attached hereto. Upon completion of construction of the improvements on Lot 1 and prior to an occupancy permit being issued for any building located on Lot 1, the Owner of Lot 1 shall, at its sole cost and expense, construct Private Access Roads over the Wetland Fill/Tracking Pad and those portions of the Private Access Roads located on Lot 1 and Lot 2 as shown as the "Lot 1

Constructed Access Road" as cross-hatched on <u>Exhibit D</u> attached hereto. Upon completion of construction of the improvements on Lot 2 and prior to an occupancy permit being issued for any building located on Lot 2, the Owner of Lot 2 shall, at its sole cost and expense, construct those portions of the Private Access Roads located on Lot 2 as shown as the "Lot 2 Constructed Access Road" on <u>Exhibit D</u> attached hereto. Prior to construction of the Lot 1 Constructed Access Road and the Lot 2 Constructed Access Road, the Owners of Lot 1 and Lot 2, as applicable, shall submit its plans for such construction to the Association for its approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3.10 <u>Lighting</u>. The Declarant shall, at its sole cost and expense, install three (3) light poles (individually a "Light Pole" and collectively the "Light Poles") at the locations indicated on <u>Exhibit D</u> attached hereto. The Association shall be responsible for the maintenance, repair and replacement of the Light Poles, the costs of which shall be allocated to the Owners of Lots 1, 2 and 3 as part of such Owners' annual assessments on a pro rata basis, based on the acreage of said Owner's Lot in relation to the total acreage contained in Lots 1, 2 and 3 on the date such calculation is made.

ARTICLE IV Security System

- Establishment of Security System. The Village of Pleasant Prairie 4.1 ("Village") requires the installation of a digital security imaging system as provided in Section 410-7 of the Village Municipal Code ("Security System") to benefit and burden the Development and the Olive Garden Parcel. The Development and the Olive Garden Parcel (collectively the "Commercial Site") are subject to that certain Agreement Regarding Digital Security Imaging System ("DSIS") entered into among Declarant, GMRI, Inc., and the Village on March 23, 2010, related to the installation and maintenance of the Security System on the Commercial Site as it may be amended (collectively, the "Security Agreement"). The main control panel of the Security System for the Commercial Site ("Control Panel") shall be located on Lot 2 of the Development at a location to be agreed upon by the Village, the Association and the Owner of Lot 2, or upon such other Lot as agreed upon by the Association, the Owner of such Lot and the Village, and shall be constructed in accordance with the Security Agreement. Except as provided in Section 4.3 below, Declarant shall be responsible for the cost and installation of all security cameras and other equipment relating to the Security System and the Control Panel and the costs thereof shall be allocated as provided in the Security Agreement. After installation of the Security System, the Security System shall be dedicated to the Village in accordance with the terms of the Security Agreement and, thereafter the Village will monitor and maintain the Security System in accordance with the Security Agreement. The location of the Control Panel may be relocated upon the mutual agreement of the Village and the Association, and the Owners of the Lots upon which it is located and will be located.
- 4.2 <u>Installation and Maintenance of Security System</u>. The Owner of the Lot upon which the Control Panel is located shall cooperate with the Association with respect to the installation of the Control Panel. The Association's share of the costs associated with the Security System, including installation, Administrative Fees and Routine Maintenance Costs (as defined in the DSIS), and the costs of maintenance, repair and any upgrade of the Security System, as well as all utilities, shall be allocated as provided in the Security Agreement.

Notwithstanding the foregoing, a Lot Owner shall be responsible for costs and expenses related to the maintenance, repair or replacement of any part of the Security System to the extent such maintenance, repair or replacement is caused by negligence or willful act of a Lot Owner, an Occupant or their Permittees.

- 4.3 <u>Declarant and Lot Owner Installation Obligations</u>. Notwithstanding anything to the contrary contained herein, each Lot Owner shall be responsible for the cost and installation of any light poles or other structures within its Lot upon which security cameras will be mounted, other than the Light Pole located on Lot 1. With respect to Lot 1 and Lot 2, Declarant shall be responsible for the installation, and the costs thereof, of conduit running from each such light pole or other structure upon which security cameras are mounted to a junction box located at a location determined by the Association. With respect to the Lot 3, Declarant shall be responsible for the installation, and the costs thereof, of conduit up to the Lot 3 property line.
- 4.4 <u>Security Agreement Access Easements</u>. Declarant hereby grants and conveys and establishes permanent non-exclusive easements for the benefit of Lots 1, 2 and 3 and to Lot 4 if Lot 4 expressly becomes part of the security system over Lots 1, 2 and 3 and Lot 4, if applicable, as reasonably required for access to the security system and all of its components, and for the running of conduit and cabling, if necessary, and for the purpose of installing, maintaining and servicing the components of the Security System located an Owner's Lot ("Lot Components"), provided that the locations of such easements do not interfere with the normal business operations of any of the Lots in any material unreasonable or adverse respect. The easement areas may be relocated if necessary, to accommodate a change in the location of the Control Panel or the Lot Components so long as such relocation does not interfere with the normal business operations of any of the Lots in any material unreasonable or adverse respect.
- 4.5 <u>Termination of Access Easement</u>. Notwithstanding anything to the contrary contained in this Article IV, the easements described in Section 4.4 shall terminate with respect to a Lot when that Lot no longer uses the Control Panel.

ARTICLE V Signage

5.1 <u>Development Entry Monument Signs</u>. Declarant, at its sole cost and expense, shall (a) erect an electrically lit monument sign, as shown on <u>Exhibit G-1</u> attached hereto, on Lot 4 at the location indicated on <u>Exhibit H</u> attached hereto (the "104th Avenue Sign"), which sign shall be two-sided and shall initially have six (6) panels (one for the use of Lot 1, three for the use of the Lot 2, and two for the use of Lot 3) on each side; and (b) erect a second monument sign, as shown on <u>Exhibit G-2</u> attached hereto, on Lot 3 at the location indicated on <u>Exhibit H</u> attached hereto (the "77th Street Sign"), which sign shall be two-sided and shall have four (4) panels (one for the use of Lot 1, two for the use of Lot 2, and one for the use of Lot 3) on each side. The 104th Avenue Sign and the 77th Street Sign are collectively referred to as the "Monument Signs." The Owners of Lots 1, 2 and 3 shall each have the right to place and maintain sign panel(s) in the size and locations as shown on the attached <u>Exhibit G-1</u> and Exhibit G-2. Subject to the approval of the Village, the Owners of Lots shall each have the right to configure their sign panels into more or less sign panels. All signage under this Section

shall be subject to municipal approval. The Association shall maintain, repair and replace the Monument Signs and associated electrical services and the landscaping areas within the Dedicated Entry Monument Sign Easement area established on the CSM, and such costs shall be allocated to the Owners of Lots 1, 2 and 3 as part of such Owners' annual assessments, in equal shares. Notwithstanding the foregoing, each Owner shall be responsible for the separate cost of installation and maintenance of its sign panel(s), including light bulb costs. The entry monument structures and their related landscaping and lighting elements shall remain the property of the Association.

5.2 <u>Lot Identification Monument Signs</u>. Each Lot Owner, at its sole cost and expense, shall erect an identification monument sign on its Lot at a location subject to the Association's reasonable approval, and shall install landscaping around the sign in accordance with the requirements of the Village.

ARTICLE VI Private Water Main

- 6.1 <u>Water Main Easement</u>. Pursuant to the CSM, Declarant granted a 20' Wide Dedicated Private Water Main, Access and Maintenance Easement to the Owners of Lot 1, 2 and 3 ("Water Main Easement"). Pursuant to the Development Agreement, the Declarant shall construct and install within the Water Main Easement area, a private water main and appurtenant facilities, including a fire hydrant, (collectively, the "Water Main") in accordance with the Final Development Engineering Plans as further described in the Development Agreement. Costs related to the Water Main and the Water Main Easement shall be allocated as follows:
 - (a) <u>Connection</u>. The Owners of Lot 1 and 2 each shall be solely responsible for all costs and expenses related to the connection to the Water Main and the water distribution pipes, laterals and related facilities located underneath and within its Lot, exclusive of the Water Main ("Lot Owner's Water Main Facilities").
 - (b) <u>Maintenance</u>, <u>Repair and Replacement of Water Main</u>. The Association shall be responsible for performing all necessary maintenance, repair and replacement to the Water Main. The costs of such maintenance, repair and replacement shall be allocated equally to the Owners of Lot 1, Lot 2 and Lot 3 (and included as part of the annual dues), provided that in the event such maintenance, repair or replacement arises out of or is necessitated or caused by the negligence or willful misconduct of the Owner of Lot 1, the Owner of Lot 2, or the Owner of Lot 3 or their respective agents, officers, members, partners, employees, contractors, tenants, licensees and/or invitees, then such Lot Owner shall be responsible for all such costs.
 - (c) <u>Restoration</u>. To the extent reasonably possible using all commercially reasonable efforts, the Association shall restore the Water Main Easement area following the exercise of the Association's maintenance, repair and replacement obligations to the condition of the Water Main Easement area existing prior to such maintenance, repair and replacement.

(d) <u>Maintenance</u>, <u>Repair and Replacement of Lot Owner's Facilities</u>. The Owner of Lot 1 and the Owner of Lot 2 shall each be responsible for the performance and cost of performing all necessary maintenance, repair and replacement to the Lot Owner's Water Main Facilities located on its Lot.

ARTICLE VII Storm Water

- 7.1 Storm Water Easement. Pursuant to the CSM, Declarant granted a 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement to the Owners of Lots 1, 2 and 3 and to the owner of the Olive Garden Parcel ("Storm Water Easement"). Pursuant to the Development Agreement, the Declarant shall construct and install within the Storm Water Easement area, a private storm water main and appurtenant facilities ("Storm Water Main") in accordance with the Final Development Engineering Plans as further described in the Development Agreement. Costs related to the Storm Water Main and the Storm Water Easement shall be allocated as follows:
 - (a) <u>Connection</u>. The Owners of Lots 1, 2 and 3 each shall be solely responsible for all costs and expenses related to the connection to the Storm Water Main and the storm water distribution pipes, laterals and related facilities located underneath and within its Lot, exclusive of the Storm Water Main ("Lot Owner's Storm Water Facilities").
 - (b) <u>Maintenance, Repair and Replacement of Storm Water Main.</u> The Association shall be responsible for performing all necessary maintenance, repair and replacement to the Storm Water Main. The costs of such maintenance, repair and replacement shall be allocated equally to the Owners of Lots 1, 2 and 3 (and included as part of the annual dues) and the owner of the Olive Garden Parcel provided that in the event such maintenance, repair or replacement arises out of or is necessitated or caused by the negligence or willful misconduct of a Lot Owner or the owner of the Olive Garden Parcel, or their respective agents, officers, members, partners, employees, contractors, tenants, licensees and/or invitees, then such Lot Owner or owner of the Olive Garden Parcel, as applicable, shall be responsible for all such costs. The Association shall enter into a separate agreement with the owner of the Olive Garden Parcel regarding the installation, maintenance, repair and replacement of the Storm Water Main.
 - (c) <u>Restoration</u>. To the extent reasonably possible using all commercially reasonable efforts, the Association shall restore the Storm Water Easement area following the exercise of the Association's maintenance, repair and replacement obligations to the condition of the Storm Water Easement area existing prior to such maintenance, repair and replacement.
 - (d) <u>Maintenance</u>, <u>Repair and Replacement of Lot Owner's Storm</u> <u>Water Facilities</u>. The Owners of Lots 1, 2 and 3 shall each be responsible for the performance and cost of performing all necessary maintenance, repair and replacement to the Lot Owner's Storm Water Facilities located on its respective Lot.

ARTICLE VIII Use Restrictions

- 8.1 <u>Use in General</u>. None of the Lots shall be used for any purpose not specifically permitted under the applicable provisions of the Zoning Ordinance of the Village of Pleasant Prairie, Wisconsin or the Master Declaration.
- 8.2 <u>Use with Respect to Easements</u>. The Lots may not be used in any manner that materially interferes with the use of the easements created under this Declaration, provided that Owners may temporarily close any or all of the easement areas on their Lot(s) from time to time for maintenance, repair, and replacement purposes without liability to any other Owner. Except in emergencies, an Owner performing any such work shall give fifteen (15) days prior written notice to the other Owners of any such closure on such Owner's Lot.

8.3 Lot Restrictions.

- (a) No Lot shall be leased, rented, sold, or occupied or permitted to be leased, rented, sold or occupied for any use that is not for an upscale or high quality, and reputable restaurant or a permitted retail use which meets the zoning regulations now or hereafter in force relating to or governing the Land.
- No portion of any Lot other than Lot 1 shall be leased, used or occupied as a restaurant which operates with American casual cuisine as its primary restaurant theme, including, without limitation, Chili's, Applebee's, TGI Friday, Ruby Tuesday, Red Robin, B.J.'s Restaurant & Brewery, Texas Roadhouse, Houlihan's, O'Charley's, Aspen Creek or Bennigan's; provided, however, such exclusive shall not apply to or include (i) any specialty restaurant that has food items of a particular cuisine constituting twenty five percent (25%) or more of the menu items such as Italian, Oriental, Chinese, Japanese, French, Mexican, pizza, chicken, barbeque or ethnic or so called "fast casual restaurants"; (ii) any food specialty shops such as, without limitation, ice cream, yogurt, submarine sandwich, pizza or similar single item shops; OR (iii) any individual tenant space within a multi-tenant building located on Lot 2 or Lot 3 which is leased, used or occupied as a restaurant and provided such individual tenant space shall not exceed Three Thousand Five Hundred (3,500) useable square feet. Notwithstanding the foregoing, the aggregate individual tenant space within a multi-tenant building located on Lot 2 or Lot 3 which is leased, used or occupied as a restaurant cannot exceed Six Thousand (6,000) useable square feet per Lot. These restrictions shall terminate in the event that no restaurant is operating on Lot 1 for a period of three hundred sixty-five (365) consecutive days for reasons other than a casualty, a condemnation, any force maieure events, or remodeling or rebranding of the improvements located on Lot 1 by its Owner, the tenant/operator or in connection with any sale of Lot 1 or any assignment, sublease or other reletting of Lot 1.
- (c) No Lot shall be leased, rented, sold or occupied, or permitted to be leased, rented, sold or occupied any portion of a Lot for any use that is not a first-class retail use. No Lot may be used for any of the following: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, place of instruction

(except as ancillary to another permitted use such as cooking classes conducted at a Sur la Table kitchen accessory store), sporting event or other sports facility, auditorium or any other like place of public assembly; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop (except for a single motor vehicle tire store which includes motor vehicle maintenance or repair such as a Goodyear or Firestone store, or comparable quality, will be permitted on either Lot 2 of Lot 3, but not both), gas station, any establishment selling trailers; billiard parlor; tavern, pub or bar (except as ancillary to a restaurant use); pawn shop; amusement center, flea market, massage parlor, "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs; or for the sale, rental or display of pornographic materials.

- (d) Furthermore, no free standing restaurant shall be permitted on any portion of a Lot unless said restaurant independently maintains a parking ratio of fifteen (15) parking spaces for every one thousand (1,000) square feet of building space for such restaurant without relying on any parking spaces located on any other Lot other than the Lot upon which the restaurant is located. If the applicable governmental requirements for parking ratios is less restrictive than this paragraph, then this paragraph shall control.
- (e) The covenants and restrictions contained in this Section shall be set forth in any future lease or deed encumbering any portion of a Lot. Any breach of one or more of the foregoing covenants shall entitle a Lot Owner to injunctive relief and any other appropriate relief as may be available at law or in equity.

ARTICLE IX Owners' Association

- 9.1 <u>Formation</u>. The Declarant shall incorporate a Wisconsin non-profit corporation to be known as the Prairie Ridge West Owners' Association, Inc.
- 9.2 <u>General Purposes of the Association</u>. The duties of the Association shall be limited to the enforcement of this Declaration, maintenance of the Common Areas and such other responsibilities as are identified in this Declaration or the Articles and By-Laws of the Association.

9.3 <u>Membership and Voting.</u>

- (a) Each Owner shall automatically become a member of the Association. The membership in the Association appurtenant to a Lot and shall be owned jointly and severally by all co-Owners of any Lot, regardless of the form of tenancy, estate or interest in the Lot.
- (b) If there is more than one (1) Owner of a Lot, membership in the Association shall be held in common by all co-Owners, provided that one (1) co-Owner shall be designated to vote and otherwise exercise the rights of the membership appurtenant to any Lot. All votes appurtenant to a Lot shall be voted together by one Owner and shall not be divided. If more than one co-Owner attempts to vote, the right to vote on the matter in question shall be forfeited by all co-Owners of the applicable Lot.

- (c) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot, and then only to the transferee. Membership and voting rights may not be retained when an Owner transfers its interest in a Lot. Any attempt to make a prohibited transfer or retention of Association membership shall be null and void.
- (d) With respect to matters to be voted upon by the Association membership, each Owner shall have the number of votes, including fractions thereof, equal to the number of Buildable Acres, including fractions thereof, within the Lot to which the membership is appurtenant. The term "Buildable Acres" shall mean the number of net acres (rounded to the nearest 1/10 of an acre) contained within any Lot, exclusive of Common Areas located on such Lot and lands within any wetland, floodplain or environmental corridor. Notwithstanding anything in this Declaration to the contrary, the votes (including fractions thereof) appurtenant to the Declarant's membership in the Association, shall be equal to the number of acres within the Development owned by Declarant including fractions thereof (rounded to the nearest 1/10 of an acre). When a majority or percentage vote is required under this Declaration, the requirement shall be calculated using the total number of votes available in the Development.

9.4 Board of Directors.

- (a) The Association shall be governed by a board of three (3) directors (the "Directors"). The initial Directors shall be appointed by the Declarant. The duties and qualifications of the Directors shall be as set forth in the By-Laws of the Association. Directors will serve two (2)-year terms, except those Directors appointed by Declarant.
- (b) As long as Declarant owns seventy-five percent (75%) or more of the Lots, it shall appoint three (3) Directors. As long as Declarant owns at least fifty percent (50%) but less than seventy-five percent (75%) of the Lots, it shall appoint two (2) Directors and the remaining one (1) Director shall be appointed by the remaining Owners from among themselves. As long as the Declarant owns at least one (1) Lot, but less than fifty percent (50%) of the Lots, the Declarant shall appoint one (1) of the Directors and the remaining two (2) shall be elected by the Owners from among themselves.
- (c) <u>Right to Amend Declaration</u>. This Declaration may only be amended (i) solely by the Declarant until such time as the Declarant conveys fifty percent (50%) of the Lots to other Owners, and thereafter (ii) by at least seventy-five percent (75%) of the Lot Owners (such Owners to be determined as provided in Section 9.3) provided the written consent of the Declarant, or its successors or assigns is first obtained so long as the Declarant or its successors or assigns shall own any acreage within Prairie Ridge West. Any such amendment shall be by written declaration and shall take effect upon recording in the Office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration and shall be subject to the prior written consent of the Village.

ARTICLE X Association Assessments

- 10.1 <u>Budget</u>. The annual budget shall be considered and approved at the Association's annual meeting by its members.
- 10.2 General Annual Assessment. All Lots and the Owners thereof shall be subject to a general annual assessment, determined and levied by the Board of Directors of the Association, for the purpose of paying the actual costs and expenses incurred by the Association in performing its stated purposes and functions, and may include any and all actual costs and expenses (a) to administer, service, conserve, manage, repair, renovate and replace the Common Areas and all improvements thereon, (b) to manage and conduct the affairs of the Association, (c) to repay funds borrowed by the Association, (d) to pay any deficit remaining from a previous assessment period, (e) to create a reasonable contingency or other reserve or surplus fund for maintenance, repairs and replacement of improvements within the Common Areas on a periodic basis, (f) which are expressly declared to be general assessments or common expenses by this Declaration, any supplemental Declaration under the Bylaws, or (g) which the Board of Directors determines to be general assessments or common expenses of the Association. By December 30th of each year the Board of Directors shall determine a general annual assessment based thereon which shall be sufficient to meet the estimated costs and expenses of the Association for the ensuing year. The annual budget shall be considered and approved at the annual meeting by the members of the Association. Except as otherwise provided herein or as otherwise determined by the Association, the general annual assessment shall be allocated and assessed against Owners of all Lots within the Development, on a pro rata basis, based on the acreage of real estate owned in proportion to the total acreage in the Development, unless otherwise provided herein or determined by the Association. For purposes of the foregoing calculations, Common Areas and lands within any wetland, floodplain or environmental corridor shall not be included in determining acreage of real estate owned and total acreage. The general annual assessment shall be paid in the time and in the manner determined by the Board of Directors of the Association, which time shall not be sooner than thirty (30) days after the date of the annual membership meeting.
- 10.3 <u>Special Assessments</u>. Each Lot and the Owners thereof shall be subject to special assessments by the Board of Directors to cover all or any part of any extraordinary expenses incurred by the Association but not included in the annual budget. Such special assessments shall be allocated and assessed against the Owners of all Lots within the Development on a pro rata basis, in the manner described in Section 10.2 above, and shall be paid at the time and in the manner determined by the Board of Directors of the Association, and shall be due and payable sixty (60) days after the affirmative vote declaring such special assessments by the Board of Directors of the Association. The Association shall further have the right to levy assessments against individual Lots for any costs of enforcement (including attorneys' fees) incurred under Section 10.5 below.
- 10.4 <u>Default Assessments</u>. The Association shall have the right to assess against any Lot an assessment arising as the result of an Owner's failure to perform an obligation under the Association Documents or the CSM or because the Association has incurred an expense on behalf of the Owner under the Association Documents or the CSM, at any time.

Notice of the amount and due date of each Default Assessment shall be sent to the Member or Owner subject to such assessment at least thirty (30) days prior to the due date.

- 10.5 Collection and Enforcement. The right to collect or enforce the collection of any charges, assessments, special assessments, default assessments or fines assessed by the Association under this Declaration, is hereby delegated exclusively to the Association. The Owners shall be personally obligated to pay such actual charges, assessments, special assessments, default assessments or fines, when due, and such charges, assessments, special assessments, default assessments or fines shall also be and constitute a lien until paid, against the Lot to which charged. All charges, assessments, special assessments, default assessments or fines levied by the Association which are unpaid when due shall bear interest from such due date at a rate at the rate of twelve percent (12%) per annum ("Interest") until paid in full, and such interest, together with the underlying assessment, shall from such time become and remain a part of the lien upon such Lot until paid. The Association shall have a lien for the amount of interest or underlying assessment or fine as set forth under Section 10.6.
- 10.6 <u>Lien Against Lot</u>. In the event that any assessment or fine levied against any Lot hereunder remains unpaid for a period of sixty (60) days from the date due, the Board of Directors may, in its discretion, file an action at law to collect the amount due, or a lien claim pursuant to Section 779.70(4) of the Wisconsin Statutes (or its successor statutes) for a lien against such Lot at any time within six (6) months from the date of the assessment or fine was levied. The claim shall be filed in the office of the Clerk of the Circuit Court of Kenosha County. The resulting lien may be enforced by foreclosure proceedings brought by the Association. Any such foreclosure action may be brought in the same manner as an action to foreclose a real estate mortgage, and there shall be added to the amount due the costs of legal proceedings and Interest, together with reasonable attorneys' fees. The rate for any of the abovementioned assessments shall not be limited by the amounts set forth in the Wisconsin Statutes, Section 779.70 and the Owners hereby consent to such provision.
- 10.7 No Exemption from Assessment. No Owner may exempt such Owner's Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Areas, or by the abandonment of the Lot; no conveyance shall relieve the seller or Lot of such liability, and such Owner shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessment incurred until the date of sale, until all such charges and assessment against the seller or Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the secretary of the Association.
- 10.8 <u>Declarant Assessments</u>. Notwithstanding any other provision in this Declaration to the contrary, the Declarant shall be liable to the Association for the above mentioned assessments to the extent of one quarter (25%) of such amounts assessed for undeveloped acreage owned by the Declarant on which it has not constructed any Building. Every purchaser of such Lot from the Declarant shall be subject to the entire amount of assessment due under this Section and shall pay the same, or prorated amount in the year of closing, to the Association. In the event the assessments collected under this Article X are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the CSM, and the Declarant continues to own undeveloped

acreage on which it pays only 25% of the assessments as set forth under this Article X, the Declarant shall be responsible for up to 100% of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under Section 10.3 above.

- 10.9 <u>Limitation of Reduction sin Assessments</u>. Notwithstanding anything contained herein to the contrary, the Declarant and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which would impair the ability of the Declarant, Association or the Owner to perform the functions as set forth herein and in the CSM.
- 10.10 <u>Master Declaration Assessments</u>. In addition to the Association assessments as provided herein in this Article X, all Lots and the Owners thereof shall also be subject to the association assessments as determined and levied pursuant to the Master Declaration.

ARTICLE XI Declarant's Conveyance to Association

- 11.1 Within ninety (90) days of the Association's incorporation, the Declarant will convey to the Association by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests which the Declarant in its sole judgment may deem to be Common Areas as of the date of such conveyance. The following shall apply with respect to the Common Areas:
 - (a) Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in and to any Common Areas, but subject to the covenants contained herein and the easements, covenants and restriction contained on the final plat, CSM No. 2107, CSM No. 2283, CSM No. 2482, CSM No. 2666 and the CSM, acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.
 - (b) It is understood that entry monuments or other similar structures may be, in the discretion of the Declarant, located on easements within the Common Areas and said structures shall be for the benefit of the Association and shall be maintained, operated and administered by the Association, except as may otherwise be provided herein.
 - (c) The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:
 - (1) The right of the Declarant and/or Association, but subject to the prior written approval of the Village, to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, Association and Declarant;

- (2) The right of the Association, but subject to the prior written approval of the Village and all of the Owners, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to such areas or facilities pursuant to approval by the Board of Directors;
- In the event any Common Areas or any portion of the stormwater drainage, water and/or sanitary sewer systems servicing the Property are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association and/or Declarant or the Village to repair said damaged area in compliance with Village ordinances; the Association and/or the Village shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association, provided, however, the Association and/or Declarant or the Village shall use all commercially reasonable efforts to not materially disturb or otherwise materially interfere with the use and operation of the Lots by the Owners and the use by the Permittees. The amount necessary for such repairs, plus 10% for the Association's or Declarant's overhead, shall be a special assessment' upon the Lot of said Owner and shall accrue interest at the annual rate of 18% unless paid in full within thirty (30) days after notice to pay.
- 11.2 <u>Disclaimer</u>. Except as otherwise provided herein, the Declarant shall convey the Common Areas to the Owners Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability and other required insurance for the Common Areas. Declarant shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Declarant harmless against any and all claims, relating to the Common Areas and or Preservation Areas.

ARTICLE XII Common Area Maintenance and Operation

- 12.1 <u>Use of Common Areas</u>. All Common Areas shall be used for their intended purposes (e.g., open spaces, storm drainage, etc.) for the common benefit of the Declarant and Lot Owners. The manner of use shall be preserved and regulated by the Association and their function and intended purpose shall not be modified except by unanimous written consent of the Directors.
- Maintenance. Except as otherwise provided herein or in the CSM, Master Declaration or any of other document related to the Development, any signs, monuments, drainage facilities, boulevards, structures or landscaping constructed or installed by the Declarant or the Association within the Common Areas for the general benefit of Lot Owners, shall be properly maintained by the Association in a clean, safe and attractive condition.

Notwithstanding the foregoing, the Owner of Lot 4 shall not be required to share in the expenses related to the maintenance operation and upkeep of the Private Access Roads and Light Poles.

- 12.3 <u>Public Landscaping</u>. As provided in Section 7.10 of the Master Declaration, each Lot Owner shall maintain the public landscaping required by the Village which is located adjacent to an Owner's Lot, including the public street trees located in the right-of-ways of 77th Street and 104th Street located adjacent to the Development. Each Lot Owner shall be responsible for plowing the public sidewalks located adjacent to its Lot and located along 104th Avenue and along 77th Street.
- 12.4 <u>Assessments</u>. Each Owner shall be responsible for an annual assessment related to the maintenance and upkeep of Common Areas and may be subject to additional assessments determined to be necessary, all as set forth under Article X of this Declaration.
- 12.5 <u>No Dedication to the Public</u>. This Declaration is not intended to, and should not be construed to create any rights in the general public or dedicate for public use any portion of the Lots, nor shall this Declaration be construed to restrict the use and development of the Lots, except as specifically provided herein.

ARTICLE XIII Miscellaneous

- Right to Enter and Maintain. The Declarant and Association are hereby 13.1 granted a limited easement and consequently shall have the right to enter upon any Lot, at reasonable (but not less than five (5) business days') written notice, except in the case of an emergency, to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Lots and/or Prairie Ridge West Commercial Development as a whole, in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior reasonable (but not less than five (5) business days') written notification to the Declarant or Association, except in the case of an emergency, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.
- 13.2 Right to Assess. The cost of such maintenance, renewal or reconstruction whether by the Declarant or the Village may be assessed against Owners of all or some of the Lots within the Prairie Ridge West Commercial Development, on a pro rata basis, based on the Buildable Acres of real estate owned by said Owner in relation to the total Buildable Acres within the Development on the date such calculation is made. Any assessment imposed hereunder shall be a lien against the real property subject to the assessment. Such lien shall be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage, but subordinate and subject to any primary mortgages then existing against such Lots.

For purposes of determining Buildable Acres, Common Areas and lands located within any wetland, floodplain or environmental corridor shall be excluded.

- 13.3 <u>Term</u>. The Declaration and its covenants shall run with the land forever and shall be binding upon the Owners and shall continue for a period of 100 years from the date of recording. At the end of 100 years, these covenants shall continue in effect for subsequent 50 year periods.
- 13.4 <u>Liability</u>. The Declarant, Board of Directors and Officers of the Association and any other individual or entity responsible for enforcement of this Declaration shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective; (b) the construction of any improvement, structure or building or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any lot within the Land; or (d) waiver, variance, modification or termination of this Declaration.
- 13.5 <u>Invalidity</u>. Invalidation of any of the provisions of this Declaration, whether by court or otherwise, shall not in any way effect the validity or the remaining provisions, which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision but in such a manner so as not to make said provision valid and legal.
- 13.6 <u>Captions</u>. The caption of articles and sections herein are for convenience only and are not intended to be a part of the Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.
- 13.7 <u>Recording</u>. Any references herein to recording a document shall mean recording in the Office of Register of Deeds for Kenosha County, Wisconsin.
- 13.8 <u>Addresses</u>. Every Owner shall give written notice to the Association of its name and address for notice purposes (identifying the Lot it has acquired) within ten (10) days of becoming an Owner. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.
- 13.9 <u>Conflict and failure to mention</u>. In the event of a conflict between the provisions of this Declaration and a Village ordinance, and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot, building, structure or improvement, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval. Each and every Owner shall be solely responsible to ensure that the Village ordinance is adhered to and shall be subject to the appropriate Village approval process for construction of buildings, structures and improvements within any Lot.

- 13.10 <u>Dedication/Restrictive Covenants/Easements</u>. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the CSM.
- 13.11 <u>Assignment of Authority</u>. At such time Declarant determines, in its sole discretion and subject to this Declaration, Declarant shall delegate or assign the authority and responsibilities of Declarant contained herein to the Prairie Ridge West Owners Association, Inc. established according to Article 9 herein. Notwithstanding the foregoing, Declarant shall not make such assignment until after its completes all work required to be performed by Declarant pursuant to any purchase agreement for any Lot that is fully-executed on the date of this Declaration.

[Signature on following page.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

	WATER STREET LAND, LLC By: GARY 5. KAUTER
STATE OF WISCONSIN	SS
COUNTY OF MILWAUKEE	
gry lautzer, as the _	this 12th day of March, 2013, the above named VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and President of Water to be the persons who executed the foregoing instrument apacities. * VICC and M. Wellie Harris * VICC And M. Wellie Harris Notary Public, State of Wisconsin My Commission:
This document was drafted by and aft	er recording should be returned to:
Lynn A. Ludke Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202-3590 (414) 273-3500	PUBLIC OF WISCOME

EXHIBIT A

Legal Description

Certified Survey Map No. 2726, being a redivision of Lot 1 of Certified Survey Map No. 2666 in the Northwest 1/4 of the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT B

Lots

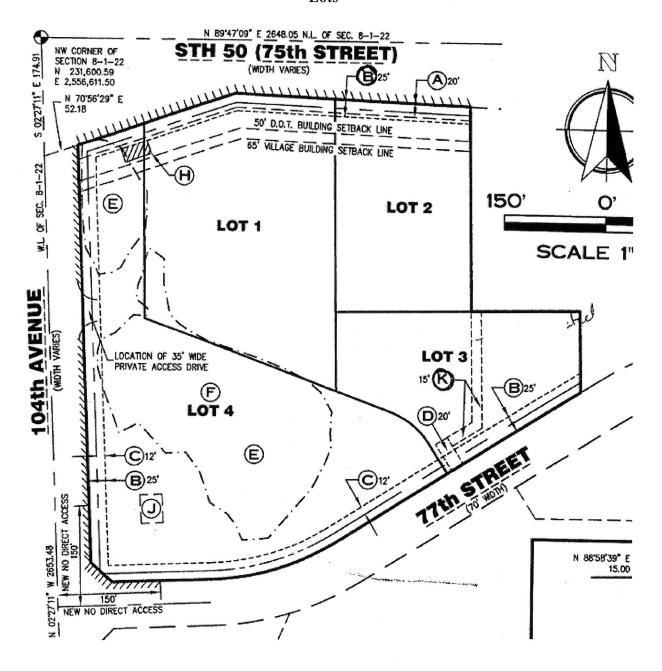


EXHIBIT C
Common Open Space

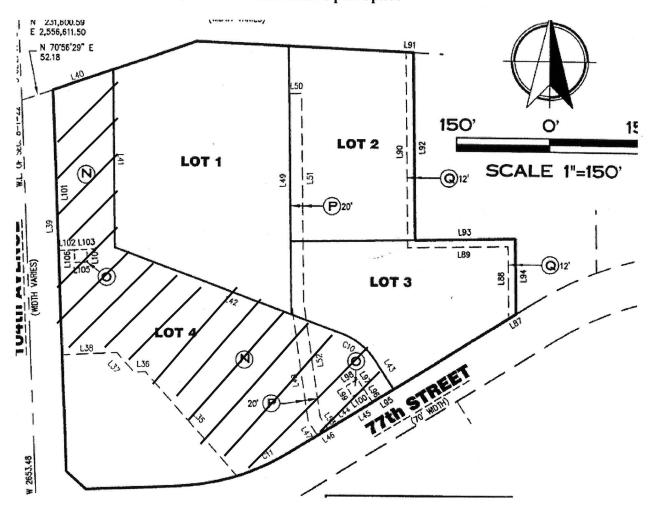


EXHIBIT D

Private Access Roads and Light Poles

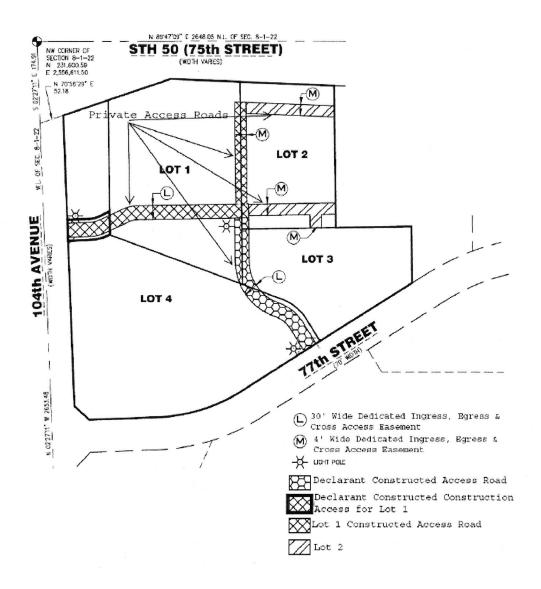


EXHIBIT E

Olive Garden Parcel

Lot 2 of CERTIFIED SURVEY MAP NO. 2666, as recorded in the Kenosha County Register of Deeds office on March 23, 2010, as Document No. 1613581 being a redivision of Lot 1 of Certified Survey Map No. 2482 located in the Northwest 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

EXHIBIT F

Overflow Parking Area

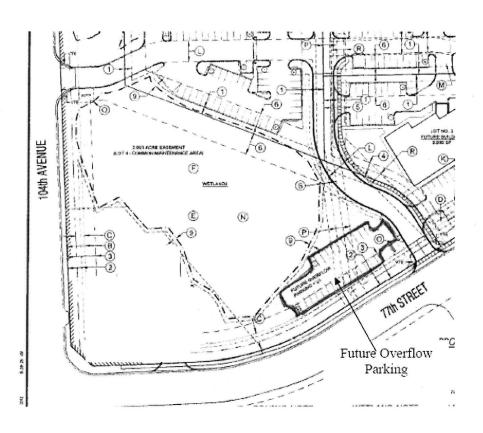


EXHIBIT G

Entry Monument Signs

EXHIBIT G-1

104th Avenue Sign

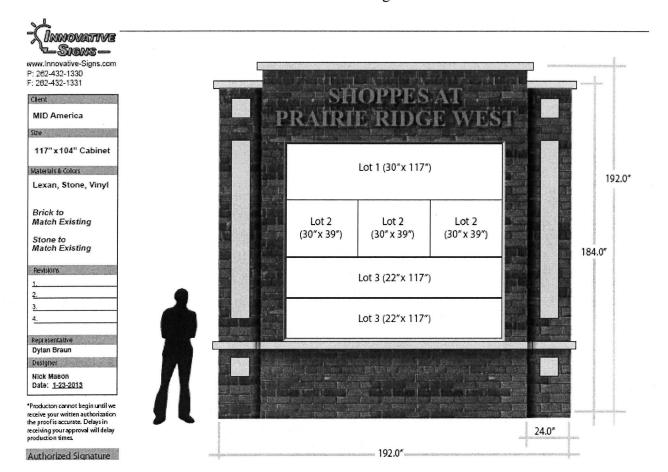


EXHIBIT G - 2

77th Street Sign



www.lnnovative-Signs.com P: 262-432-1330 F: 262-432-1331

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*Production cannot begin until we receive your written authorization the proof is accurate. Delays in receiving your approval will delay production times.

Authorized Signature

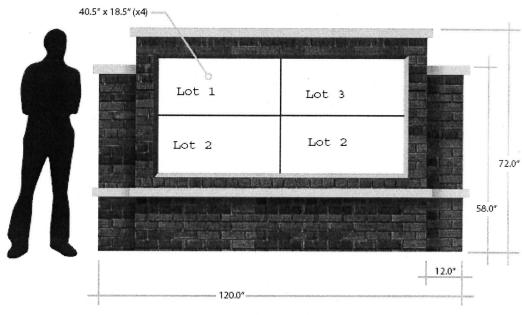
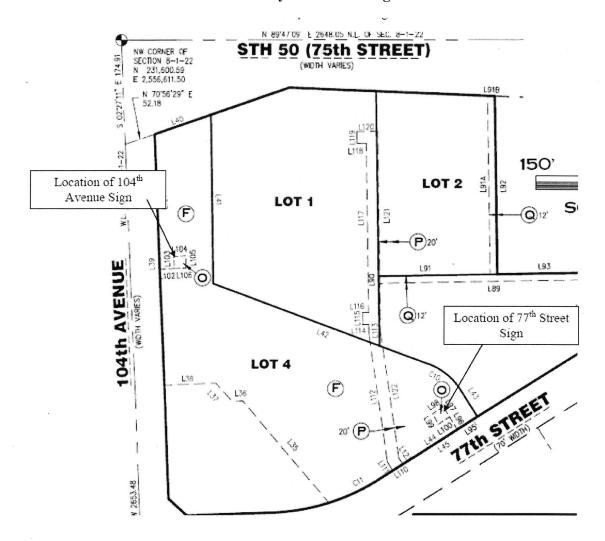


EXHIBIT HDedicated Entry Monument Signs Locations



8091990_14

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.

Recommendation: Village staff recommends that the Plan Commission approve the **Final Site and Operational Plans** subject to the comments and conditions of the Village Staff Report of May 28, 2013.

VILLAGE STAFF REPORT OF MAY 28, 2013

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.

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 plant to construct a 245,792 square foot distribution center (High bay Automated Storage and Retrieval System (ASRS) building, welfare areas & associated docks).

The site was previously developed as a wholesale grocery distribution center, supporting retail grocery stores in the southern Wisconsin and northern Illinois area. Packaged dry groceries, frozen food, meat dairy and produce was 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 building and pavement additions. Operation and use of the facility referred to as the Meijer Western Distribution Center will not be significantly different other than increases in volume due to the proposed additions and future conversion of a portion of the freezer storage to refrigerated storage.

The following is a description of existing warehouse and accessory buildings on the property:

- One-story office space 54,411 square feet;
- Dry grocery warehouse 360,632 square feet;
- Refrigerated warehouse 137,589 square feet;
- Tractor/trailer maintenance and service building (including truck wash bay) 9,628 square feet;
- Guard house (at truck entrance) 2,360 square feet;
- Energy center (includes ammonia refrigeration equipment) 5,070 square feet; and
- Fueling station and above ground tank system (both canopy covered).

The property is zoned M-2, General Manufacturing District and there are no wetlands, shoreland areas or 100-year floodplain on the property.

The 253,677 square foot building addition is proposed to be constructed of the similar metal panels and the existing building and will be approximately 89 feet high (including a stairway penthouse area). [Pursuant to Section 420-124 J of the Village Zoning Ordinance, as amended, the maximum building height in the M-2 District is 60 feet; however, the height of a principal building or part thereof may be increased to a maximum of 90 feet in height, provided that for every one foot above 60 feet, said principal structure shall be set back an additional 1.5 feet from all property lines.]

Based on the 89 foot building height the building is proposed to meet the following minimum setback requirements:

- Street setback: a minimum of 65 feet from arterial streets (95th Street and Green Bay Road), plus an addition 43.5 feet for a total of 108.5 feet for the street yard setback.
- Side setback: 45 feet minimum, plus an additional 43.5 feet for a total of 88.5 feet for the side setback.

The location of the parking lots, maneuvering lanes and the fire access lanes, including the curb and gutter shall not be located within any easements on the property without express written approval of any easement holder and shall be setback a minimum 20 feet to property lines except for the property line adjacent to the rail road tracks (west) the setback may be decreased to zero pursuant to the Village Zoning Ordinance.

Hours of Operation: The facility will be in operation 24 hours per day/seven days per week, in varying degrees of activity. The office will operate daily in conjunction with the distribution business flow. The facility will not be open to the 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 the daily 24 hour period, with peaks being from 10:00 p.m. to 3:00 a.m. These trucks and third party trucks will return throughout the 24 hour daily period, seven days a week via the STH 31 (Green Bay Road) entrance.

Specifically trucks will make deliveries to the site from outside suppliers beginning after midnight and arrayed throughout the 24 hour period. There will be two types of deliveries; "drop trailers" will primarily be drivers that are familiar with the facility who bring a load in, drop it in the trailer parking lot, pick up an empty trailer and depart; "live loads" will be drivers that mostly are not familiar with the facility and bring their loads in by appointment. Live loads will bring the load in, wait in the staging "bull pen" area for their appointment time, take their load directly to a designated dock door, wait for the load to be unloaded and leave with the empty trailer they brought. Roughly 20-25% of the inbound traffic will be live loads.

Anticipated Startup Date and Employee Count: The existing facility will be closed May 2013 to Spring-2014. Operations are expected to re-start by March 31, 2014. Full-time employees are estimated at 522 including 3rd party labor and part-time employees are estimated at 42 including 3rd party labor. Each area will operate with two planned 10-12 hour shifts 6 days per week with seasonal requirements to 7 days.

1 st shift (6AM – 5PM)	warehouse approximately 152 team members * warehouse approximately 30 team members ** shift maintenance/security approximately 16 team members* unloaders (lumpers) approximately 36 team members* 3 rd party/fleet maintenance approximately 17 team members **
1 st shift (8AM - 5PM)	office operations – Monday thru Saturday approximately 10 team members*
2 nd shift (6PM – 5AM)	warehouse approximately 102 team members* warehouse approximately 30 team members** shift maintenance/security approximately 11 team members* unloaders (lumpers) approximately 24 team members* 3^{rd} party/fleet maintenance approximately 11 team members**
Truck Drivers/Switchers	approximately 125 team members rotating over the 24 hour period**

*site entry via 95th Street employee entrance **site entry via Green Bay Road truck entrance

It is anticipated that the maximum number of employees on site at any time of day will be 316.

Site Access and Parking: The facility is being designed for incoming/outgoing trucks through the main truck access on STH 31 with Meijer outbound delivery trucks utilizing a future new access on 95th Street. Office workers will enter and leave the site from existing eastern entrance on 95th Street.

Pursuant to the Village Zoning Ordinance the minimum on-site parking spaces for the office use is one (1) space for 250 square feet plus the required number of handicapped accessible parking spaces pursuant to the State Code. The minimum on-site parking spaces for a warehouse/distribution center is one (1) space for every two (2) employees during any 12-hour period and the required number of handicapped accessible parking spaces pursuant to the State Code.

Number of Parking Spaces Required:

Warehouse/Office:

Approximately total team member count of 204 maximum, 102 space required (1 space per 2 employees on 12 hour shift), 411 spaces provided (existing)*

Approximately total team member count of 30 maximum, 15 spaces required (1 space per 2 employees on 12 hour shift), 61 spaces provided (existing)**

Truck Divers/switchers and fleet Maintenance:

Approximately total team member count of 80 maximum, 40 spaces required and fleet maintenance (1 space per 2 employees on 12 hour shift), 117 spaces provided**

*site entry via 95th Street employee entrance

**site entry via Green Bay Road truck entrance

Number of existing on-site parking spaces:

- Office employee parking (south side of site with access from 95th Street) 411 spaces (16 handicap);
- Truck driver parking 75 spaces;
- Tractor parking 60 spaces; and
- Trailer parking 120 spaces.

The existing truck driver and tractor parking areas will be reconfigured to provide additional spaces and allow construction of the Bull Pen parking area. The proposed project will include the following on-site parking additions:

- Truck Driver Parking 42 spaces;
- Tractor Parking 40 spaces;
- Trailer Parking 330 spaces;
- Bull Pen Parking (holding area for inbound deliveries outside the security fence) 50 spaces; and
- Witron Parking (Automatic Storage and Retrieval System (ASRS) equipment maintenance personnel) 61 spaces.

All parking areas, maneuvering lanes and fire lanes including the truck court, shall be improved with concrete vertical curb and gutter.

Anticipated Average and Maximum Daily Automobile Traffic Counts: Average daily automobile traffic is projected to be approximately 564 per day. Roughly 213 of these will enter through the truck entrance. Future estimated totals – Average daily automobile traffic is projected to be approximately 480 per day and 624 on peak.

Anticipated Average and Maximum Daily Truck Traffic Counts: 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 approximately 480 per day and 624 on peak.

Description of Potential Adverse Impacts to Neighboring Properties and Proposed Mitigation Measures: An increase in truck traffic and its associated impact to traffic on Green Bay Road is believed to be the primary potential impact from the proposed expansion. Reconfiguration of the truck entrance will be completed to mitigate this concern. The existing inbound truck entrance is two (2) lanes wide and queue length to gate arms at the existing guard house gates is roughly three (3) trucks per lane. It is proposed that the inbound truck entrance be widened to three (3) lanes and existing gate arms be removed. Security fence and gates will be shifted 390' to the west. The north inbound lane will provide access to the truck driver and mechanic parking lot, as well as the Bull Pen. Shifting the gate will provide queue space for as many as 8 trucks in both the center and south inbound lanes. Witron employees will enter through the south inbound lane to access their parking lot. Two (2) roughly 100 feet in length will be provided for outbound traffic, which will be released slowly due to exit security procedures (estimated maximum of roughly two (2) trucks every five (5) minutes).

An increase in truck traffic and its associated impact on traffic on 95th Street is also anticipated with Meijer delivery trucks. A future new outbound truck driveway will align with the SC Johnson entrance to the south. Meijer traffic is encouraged to travel east to the STH 31 intersection.

Open Space, Landscaping and Storm Water Facilities: The M-2 District requires that at minimum of 25% of the site be open space. The site greatly exceeds this requirement. Currently 68.3% of the site is open space and with the proposed addition including addition parking and maneuvering lanes the site will have 44.5% open space. Upon completion of additional future paving the site will remain at 27.0% open space.

The existing storm water management basin will be maintained and retrofitted to control storm water quantity and improve storm water quality in accordance with 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 new Meijer truck access to 95th Street.

Existing screening on the east side of the site is currently being provided by earthen berms with landscape trees. The existing screening will be maintained. The existing berm and landscaping will also attenuate noise block highlight glare from internal truck traffic.

Any new site lighting will be consistent in color and shall be shielded to prevent off-site glare.

Preliminary Site and Operational Plan: On January 14, 2013 the Village Plan Commission conditionally approved Preliminary Site and Operational Plans for mass grading and early footings and foundations for the construction of a distribution building for Meijer Distribution, Inc. On April 3, 2013 permit #13-03-017 was issued and work commenced on the mass grading and footing and foundations.

<u>Village staff recommends conditional approval of the Site and Operational Plans</u> <u>subject to the above comments and the following conditions:</u>

- 1. This approval is valid for six (6) months for the date of written approval. Prior to the expiration of this approval the Final Site and Operational Plans shall be submitted.
- 2. 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. The title page shall include the cubic footage of the building. *Note on the plans.*
- b. The contractor who installs the street trees shall be preapproved by the Village and provide the Village with a Certificate of Insurance with the Village listed as an insured party. *Note on the Plans.*
- c. The street trees shall be installed prior to occupancy and shall be maintained by the adjacent property owner. *Note on the Plans*
- d. All ground mounted electric transformers in proximity to public view shall be sufficiently screened. Show location of transformers and proposed screening on the plans.
- e. The proposed CCTV towers shall be shown on the plans (location, height and appearance).
- 3. Provide the Village with the estimated breakdown of Meijer truck movements on 94th Street west on 95th Street and south on 80th Avenue and East of 95th Street and south on STH 31 for the Village Traffic Impact Analysis.
- 4. Compliance with the **attached** memorandum from the Village Fire & Rescue Department dated December 22, 2012 and revised May 23, 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.**
- 5. Compliance with the following standard comments from the Village Building Inspection Department:
 - a. All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be State Approved prior to submitting (2 sets) for building permits from the Village.
 - b. As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.
 - c. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, SPS 316.46. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief McElmury at 262-694-8027.
 - d. If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.

- e. Complete erosion control measures, silt fence and gravel access drives must be maintained per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
- f. The Village requires that all commercial buildings provide a sampling manhole per Municipal Ordinance 285-18 C. Existing sampling manhole to be reviewed for compliance.
- g. This parcel and building shall comply with all requirements of Barrier-Free Design.
- h. 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.
- i. The electrical contractors (High and Low voltage) shall obtain a permit from the Village prior to beginning work.
- j. All mechanical contractors shall obtain a permit from the Village prior to beginning work.
- k. Building plans will need to show detail on fire stopping of all penetrations though fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
- I. Sprinkler plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.
- m. Any and all fire alarm installations require plan review and permit from the Village Fire & Rescue Department.
- n. A low voltage electrical permit is required for fiber optic extensions.

6. Upon approval of the 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 State approved plans.
- c. Written approval of the Final Site and Operational Plans from LakeView Corporation Commercial Association including a copy of any variances.
- 7. After the installation of the footings and foundations and prior to the setting the wall an as-built survey as stamped by a Wisconsin Registered Land Surveyor shall be submitted to verify that the building addition meets all of the required setbacks.

8. **General Comments**

- a. Impact fees shall be paid as a condition of issuance of the building permit. (Based upon \$1.94 per \$1,000 of new valuation as determined by the Village Assessing Department).
- b. 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 7:00 a.m. to 6:00 p.m. With prior authorization from the Building Inspection and Police Department 24 hour construction work may be allowed.

- c. There shall be no construction parking permitted on 95th Street or STH 31. On-site (off-street) parking shall be designed to accommodate all construction related workers and site visitors.
- d. No construction trailers shall be parked in Village rights-of-way. All construction related signage shall be approved and permitted by the Village.
- e. Permits are required for sign changes to the existing primary monument signs and any new on-site directional signs, temporary development signs, real estate marking signs and wall signs. All signs shall comply with all requirements of the Village Sign Ordinance.
- f. For security reasons, the Village recommends surrounding the construction site with a six (6) foot high temporary chain link fence. A fence permit is required for the temporary fencing.
- g. Permits are required for any new or relocated fencing on the property.
- h. The site shall not 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.
- i. The owner shall comply with all provisions of the Site & Operational Plan approvals, including compliance with the Village Performance Standards.
- j. At no time shall the site be used to sell or advertise any vehicles that are "for sale".
- k. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
- I. 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.
- m. There shall be no long-term semi-truck/trailer or box truck parking for inventory product storage permitted on the site that is not used in the normal operations of the facility.
- n. There shall be no outdoor storage or display of materials, goods or equipment on this site, unless as approved by the Village.
- o. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited. Outdoor storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.
- p. 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.
- q. Prior to occupancy each handicapped parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.
- r. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view as approved by the Village Zoning Administrator.
- s. Prior to written occupancy all required landscaping or screening shall be installed and written verification and/or certification shall be provided to the

Village by the landscape designer that the 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.

- t. Prior to written occupancy of the building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approve site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage was installed pursuant to the approved Site and Operational Plans shall be submitted.
- u. Prior to written occupancy an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation system installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.





VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director FROM: Doug McElmury, Chief Fire and Rescue Department

CC: Lt. Thomas Clark, Fire & Rescue Department

Peggy Herrick, Assistant Planner, Community Development

SUBJECT: Review of the Site and Operational Plan for Meijer Warehouse Addition

DATE: December 22, 2012 **updated May 23, 2013**

This is a review of the Site and Operational Plan for the proposed addition of the Meijer Warehouse. The facility is Storage Group S-1(Moderate Hazard) and Business Group B building, the proposed addition will be 253,677 S.F. The facility is located on between at 7400 95th 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 Final Site and Operational plan, however, it is understood, that typical and customary fire protection features have not been shown of the plans, dated: 12/7/12.

- AED. Because of the overall building size the owner shall install two or more public
 access Automatic External Defibrillator (AED) onsite for employee use in the event of a
 sudden cardiac arrest. The Fire & Rescue Department can provide the training necessary
 to perform CPR and to operate the AED. The AED's shall be placed in the welfare
 building and main building.
 - [Two (2) AEDs will be installed; 1-At column 15/B6 (Between Dock Door 128 & Door 141)(dock connector) and 2 Break room (Welfare office) Column 2M]
- Fire Alarm Control Panel: There is an existing main FACP located in the maintenance office. A remote annunciator panel will need to be installed in the fire pump room. The annunciator will need to have the same capability as the main FACP.

 [Adding new panel]
- 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. [no comments-]
- Truck staging shall not decrease the width of the fire lanes. [No Problems/concerns]
- 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.
 [No Problems/concerns]
- There will need to be clearly defined and marked exit pathways which will need to include signs and floor markings approved by the owner along with the Fire and Rescue Department.
 - [On A-001 Sheet. To be shown w/ Red markings w/ last walk thru. Egress paths shown on plans]
- Emergency lights will need to comply with the current standard throughout the addition. [Generator for emergency power]
- The Fire and Rescue Department will have access to the controls for the HVAC system. This will allow controlled smoke removal in a cold smoke environment.
 <u>[See Dry Goods addition. To be shown at Fire Control Panel located fans (exhaust) shown w/ manual over-ride switch marked on/off (per variance granted) in room with FAAP.</u>]
- Instructions will be posted on the high bay crane picking cages. The instructions will include safety information and emergency shutdown procedures.

 [by gate where FD enters at Northeast corner]

- Install emergency shutdown switches that can be used outside of the cage. [Just inside gate.. Note: they did not want outside of gate due to potential false trips.]
- Fire standpipe locations will need to be determined prior to plan submittal. Standpipes will be placed by all exterior doorways and also interior to meet the 150 foot requirement. The pre-construction meeting will need to be held to determine this. [No comments to date]
- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage.

4. Fire and Rescue Department Review and Comments:

- A. Site and Operational Permits
 - Site accessibility
 - Fire Pump Location
 - Pumper Pad [Update Connie & Sam (AST) Craig to email-completed]

Fire hydrant spacing

B. Conditional Use and Operational

Standpipe outlet locations
 Fire alarm pull stations
 Emergency and Exit Lighting
 Fire extinguishers
 Not shown at this time.
 Not shown at this time.
 Not shown at this time.

[Regarding item #4, Letter stating size & placement meets NFPA 10. Drawing sheet A-007 shows #4 placements. One (1) extinguisher noted as missing – Electrical room.]

- 5. **Plan Review, Permits and Fees:** The plans for the fire protection underground (if needed), 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. *[No comments noted]*
- 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. [Provided]
- 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. [Comment acknowledged by Connie/Gray]

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.

- o Bulk Water
- Water Usage
- o Fire Protection Plans for Underground and Aboveground
- o Fire Alarm System Plans
- o Kitchen Hood Systems Plans [No systems noted for 871]
- Special Fire Suppression Plans
- o Occupancy Permit & Re-Inspection fees

[Acknowledged by Gray]

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. [AST is a licensed fire protection contractor in Wisconsin]
- 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 fire protection. The purpose of this meeting is to assure 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.

[To be scheduled with Ken Robers. Ken will coordinate with FD on schedule w/ AST when plans are completed]

- 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 <u>must be a minimum of 30 feet wide</u>.
 - 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.

[No Comments noted]

- 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. [No Comments noted]
- **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:** Dependent upon storage configurations and the possible use of in rack storage; in rack sprinkler protection may be required.
- 14. **Water Service:** If it is determined that the building will require additional underground piping, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building. [No Comments noted]
- 15. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.

[No Comments noted]

- 16. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper, 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. Village Ordinance 180.16 [No Comments noted]
- 17. **Fire Hydrants:** Fire hydrants shall be <u>spaced no more than 350 feet</u> apart around the perimeter of the building, per Village Ordinance 180-16. <u>The insurance carrier must agree in writing to the hydrant spacing.</u> 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.

 [Hydrant colors; Pumper pad hydrant Solid Red with Silver caps. Yard Hydrants will be solid red.]
- 18. **Fire Hydrant Acceptance**: This project <u>may</u> 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.

 [Verify Hydrant threads on steamer connection. 5.812" referred to as "Kenosha Thread"]
- 19. 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.

 [Interior risers and lead-ins are to be flushed as well. Coordination with Summit. This to be completed before any interior system tie-in. just after interior is completed]
- 20. 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 subcontractors 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.
- 21. **Pumper Pad:** Already exists. There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. The requirements needed to meet the requirements stated are in Village Ordinance 180-16.

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

- 22. **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. [Bollard color; Gray, Yellow, or Red. Size 6" diameter with plastic covers. Reference Ord. 180-16(K).
- 23. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance. This requirement will apply to the new addition.
- 24. 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.

 [currently under review]
 - a. Manual Fire Alarm Pull Stations: Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
 - b. Pull Stations and Audiovisual Alarms: Shall be installed per ADA requirements.
 - **c. Smoke and Heat Detection:** Shall be installed as required.
 - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
 - **e. Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
 - f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
 - g. Central Station: The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
 - 1) The central station shall be provided with this information regarding the geographical location of this alarm:

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

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

Phone numbers:

Emergency: (262) 694-1402
Non-emergency: (262) 694-7105
Business: (262) 694-8027
[Currently under review. Must UL or FM Approved]

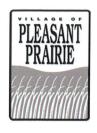
- 25. **Knox Box:** Knox Boxes shall be provided for the building. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan. The number and location of Knox Boxes will need to be determined at the pre-construction meeting. *[Four (4) Knox Box locations discussed: 1- Located outside Door 254 (access to FAAP). 2- Door 400B (Elect. Room). 3- Door 300A Welfare Office NE Entrance. 4- Door 138 Dock Connector middle door. Recommendation to utilize flush mounted Boxes where possible.]*
- 26. **MSDS Knox Box:** A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided for each tenant to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed within the Fire Pump Room.

 [No Comments noted]
- 27. **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.
- 28. 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 room. Emergency and Exit lighting will be inspected after sunset to assure it is adequate and meets the Code.
- 29. **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.
- 1. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
- m. AED, in place at such time occupancy takes 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.
- 30. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.

Other Notes Discussed:

- Location of outside Post Indicating Valves (PIV), high suspicion and concern that placement will be vulnerable to damage by high truck traffic. Recommend that PIVs be replaced with Outside Screw & Yoke (OS&Y) valves on the exterior of the building.
- *Specific location of OS&Y to be coordinated.*
- Stair platform will need to be extended to access OS&Y at desired waist/chest level in certain locations.
- Attach State variance to this document]





Village of Pleasant Prairie

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

USE THIS FORM FOR: FOR OFFICE USE ONLY Tenants/Use changes proposing to occupy Application Filed on Preliminary Determination of Completeness on: 50% or more of an existing 20 commercial/industrial building. Revised Plans Submitted: □Public Hearing Required: Hearing Date: Notices sent on: Published on: . 20 To construct a **new** or addition to principal and 20 Approved by □ Plan Commission on or accessory structure. □Zoning Administrator on 20 Denied by □ Plan Commission on Use requires a Conditional Use Permit. □Zoning Administrator on 20 SECTION 1: GENERAL INFORMATION NAME OF BUSINESS: Meijer Distribution, Inc. SITE ADDRESS: 7400 95th Street, Pleasant Prairie, WI 53158 BRIEF PROJECT DESCRIPTION: Addition to an existing building with associated parking, loading and access roads. PROPOSED NUMBER OF FULL TIME EMPLOYEES: 522 PROPOSED NUMBER OF PART-TIME EMPLOYEES: 5,205,769 119.508 SITE SIZE: sq. ft. acres PROPOSED BUILDING SIZE: sq.ft. HEIGHT: **PROPOSED ADDITION SIZE:** 245,792 sq.ft. HEIGHT: varies, 89 max LEGAL DESCRIPTION: See Attachment TAX PARCEL NUMBER(S): 92-4-122-164-0101, 92-4-122-164-0105 and 92-4-122-211-001 CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY: M-2 1. Is a zoning map amendment proposed with this project? Yes ■ No **If yes**, proposed Zoning Classification(s): 2. Is a zoning text amendment proposed with this project? \square Yes **⋈** No

If yes, provide a copy of the proposed text amendment with this application

3.	If property is zoned M-1 or M-2, indicate the Occupan Occupancy Classification specified in Chapter 3 of the (2006 IBC). Include all that apply and associated square	2006 International	Building Code
	☐ Factory Group F-1 (Moderate-hazard)		sq ft
	☐ Factory Group F-2 (Low-hazard)	-	sq ft
		232,438	sq ft
	☐ Storage Group S-2 (Low-hazard)		sq ft
	☑ Business Group B	13,354	sq ft
	☐ High-Hazard Group H*		
	□ Other	-	sq ft
	□ Other	-	sq ft
	*If Use and Occupancy Classification is High-Haza written narrative that explains the specific use, quan hazard materials along with appropriate MSSD shee	tity of storage and h	andling of the high
PUBL	IC SERVICES:		
1.	Is the property serviced by Public Sanitary Sewer?	YES 🗆 NO	
	■ If no, the closest public sewer is located at		
2.	Is the property serviced by Public Water? YES	□ NO	
	■ If no, the closest public water is located at		
3.	Maximum number of gallons/minute of water expected	d to be used per day	is: 360 gpm
THIS A	APPLICATION IS FOR A: (check one)		
	Preliminary Site and Operational Plan: An applicant no operational plan approval in connection with an erosion of grading, or in connection with an early foundation permit	control permit applica	tion for early mass
	New Site and Operational Plan		
	Amendment to an existing Site and Operational Plan		
	 Date of initial site and operational plan approval: 	1/25/13	-
	■ Date of each approved amendment:		
SECTION	2: EXISTING USES AND BUILDINGS ON THE SITE	E	
Are the	ere any existing buildings on the site? 🖾 YES 🔲 No	0	
•	If yes, provide an attachment that explains the current uses each building and if the use(s) is proposed to continue; and building.	s on the property and d the gross floor area a	current uses in and height of each
	If no, what is the current use of the property?	-	

SECTION 3: PHOTOGRAPHS

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

SECTION 4: CONDITIONAL USE

1.	Does the proposed project require a Conditional Use Permit?	YES	☑ NC

- If no then skip to Section 5.
- If yes, then continue with this Section.

2. Are you amending an existing Conditional Use Permit? YES NO

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

SECTION 5: NON-CONFORMING USE

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

SECTION 6: PERFORMANCE STANDARDS

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

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

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

SECTION 7: PLAN COMPONENTS

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

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

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

SECTION 8: SIGNATURES

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

PROPERTY OW	NER: Contact: Fl	orin Stanescu	APPLICANT:		
Name: Meijer Distrik	oution, Inc.		Name: Same	as Owner	
(Pleas	se Print)	the state of the s		(Please Print)	
Signature: 1			Signature:	,	
Michael L. Kinstle,		leal Estate			
Address: 2929 Wal	ker Avenue NW		Address:		
Grand Rapids	MI	49544			
(City)	(State)	(Zip)	(City)	(State)	(Zip)
Phone: 616-791-36	32	-	Phone:		
Fax: 616-558-73	02				
E-mail: Florin.Stand	escu-Bellu@meije	r.com			
Date					
DEVELOPER (if	be included with Applicable)	ше аррпсаноп.	USER OR OC	CUPANT OF SITE	2:
Name: Same as Ov	yner				
	e Print)		Name: Same as	(Please Print)	
Signature:	,	· .		(Please Print)	
Address:			Address:		
(City)	(State)	(Zip)	(City)	(State)	(Zip)
Phone:			Phone:		
Fax:					
E-mail:					
Date			Date:		

Legal Description

SURVEYORS PROPERTY DESCRIPTION (PREPARED AT THE REQUEST OF CLIENT)

THAT PART OF PARCEL 9 OF CERTIFIED SURVEY MAP NO. 1292, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF KENOSHA COUNTY, WISCONSIN ON SEPTEMBER 21, 1989 IN VOLUME 1366 OF RECORDS, PAGES 505-508, AS DOCUMENT NO. 828360 AND BEING PART OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 15, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32. THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 15, THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AND ALL OF PARCEL 10 AND PART OF PARCEL 11 BOTH OF CERTIFIED SURVEY MAP NO. 1291, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF KENOSHA COUNTY, WISCONSIN ON SEPTEMBER 21, 1989, IN VOLUME 1366 OF RECORDS, PAGES 501-504, AS DOCUMENT NO. 828359, AND BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ALL DESCRIBER AS FOLLOWS: SECTION 16 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, ALL IN TOWN 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ALL DESCRIBER AS FOLLOWS;
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 10, THENCE NORTH 88 DEGREES 42 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL 10 A DISTANCE OF 1387.86 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 02 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE EAST LINES OF SAID PARCELS 10 AND 11 A DISTANCE OF 1703.30 FEET TO THE NORTHEAST CORNER THENCE SOUTH 02 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE EAST LINES OF SAID PARCELS 10 AND 11 A DISTANCE OF 1703.30 FEET TO THE NORTHERLY CORNER OF PROPERTY WHICH WAS ACQUIRED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION BY DEED RECORDED IN VOLUME 1430 OF RECORDS, PAGES 746-747, AS DOCUMENT NO. 860599; THENCE SOUTH 01 DEGREES 51 MINUTES 49 SECONDS EAST ALONG THE WEST LINE OF SAID PARCEL 11 ALSO BEING THE WEST LINE OF SAID PROPERTY WHICH WAS ACQUIRED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION PROPERTY WHICH WAS ACQUIRED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, FOR ROAD PURPOSES IN QUIT CLAIM DEED RECORDED FEBRUARY 18, 1992, IN VOLUME 1488 OF RECORDS, PAGES 403-404, AS DOCUMENT NO. 886463; THENCE SOUTH O1 DURE 1488 OF RECORDS, PAGES 403-404, AS DOCUMENT NO. 886463; THENCE SOUTH O1 DURE 1488 OF RECORDS BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION A DISTANCE OF 645.20 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 15; THENCE SOUTH O1 DEGREES 51 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE OF THE LAST DESCRIBED PROPERTY ACQUIRED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION A DISTANCE OF 645.20 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 9; THENCE SOUTH O1 DEGREES 51 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE AD DISTANCE OF SAID PARCEL 9; THENCE SOUTH ON THE SOUTH LINE OF SAID PARCEL 9; THENCE SOUTH O1 DEGREES 11 MINUTES 50 SECONDS WEST ALONG SAID SAST ALONG SAID SAST ALONG SAID SAST ALONG SAID SAST ALONG SAID PARCEL 9; THENCE NORTH 89 DEGRE

Existing Building Summary

The site was previously developed as a wholesale grocery distribution center, supporting retail grocery stores in the southern Wisconsin and northern Illinois area. Packaged dry groceries, frozen food, meat, dairy and produce is 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. A summary of existing buildings and their uses is provided below. The attached diagram provides the location of each building area some of which are connected.

Building #	Current Use	Proposed Use	Gross Floor Area	Height*
1	Dry Grocery Warehouse	Dry Grocery Warehouse	354,952 sf	40'-9"
2	D G Warehouse Offices	D G Warehouse Offices	5,680 sf **	29'-6"
3	Warehouse Maintenance	Warehouse Maintenance	6,072 sf **	38'-6"
4	General Office	General Office	54,411 sf	17'-6"***
5	Refrigerated Warehouse	Refrigerated Warehouse	160,697 sf	38'-6"***
6	Ref. Warehouse Offices	Ref. Warehouse Offices	6,312 sf **	29'-6"
7	Energy Center	Energy Center	4,070 sf	29'-6"
8	Truck Maintenance	Truck Maintenance	9,628 sf	20'-10"
9	Guard House	Guard House	2,360 sf	20'-0"

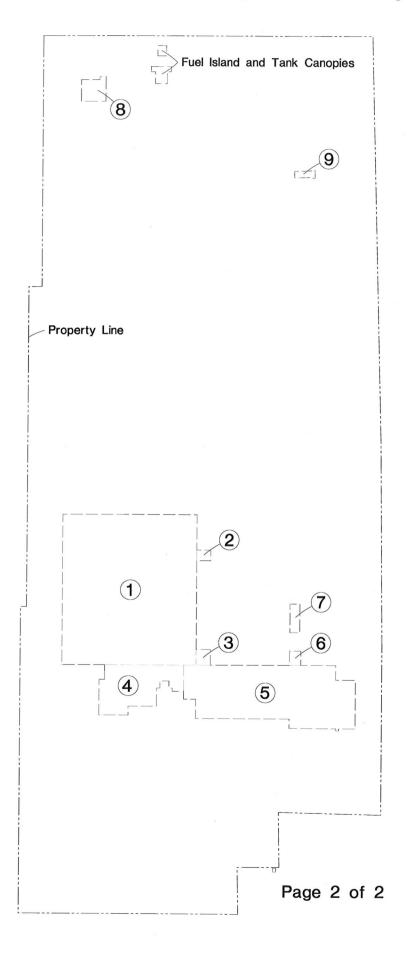
^{*}Building height is to top of outside wall panel

**Two stories, area is for one level

***Rooftop unit screen heights are 22'-0"

****Penthouse heights are 48'-6"

Existing Building Summary



OPERATIONAL PLAN MEIJER 871 PLEASANT PRAIRIE, WISCONSIN

- A. Description of Operations The site was previously developed as a wholesale grocery distribution center, supporting retail grocery stores in the southern Wisconsin and northern Illinois area. Packaged dry groceries, frozen food, meat, dairy and produce is 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 building and pavement additions.
- B. Proposed Project Description Operation of the facility will not be significantly changed other than increases in volume due to the proposed additions.
- C. Gross Floor Areas of Existing Buildings and Proposed Additions -

The following is a description of existing warehouse and accessory buildings:

- 1. One-story office space 54,411 square feet;
- 2. Dry grocery warehouse 360,632 square feet;
- 3. Refrigerated warehouse 137,589 square feet;
- Tractor/trailer maintenance and service building (including truck wash bay) 9,628 square feet;
- 5. Guard House (at truck entrance) 2,360 square feet;
- 6. Energy Center (includes ammonia refrigeration equipment) 5,070 square feet;
- 7. Fueling station and above ground tank system (both canopy covered)

The proposed project Phase 1 will include building additions as described below:

- 1. High bay Automated Storage and Retrieval System (ASRS) building, welfare areas & associated docks 245,792 square feet. The Welfare Area is a typical office/support area for the ASRS building. The area includes break, locker and conference rooms, restrooms, offices and miscellaneous control, mechanical, data and storage areas.
- D. Hours of Operation -

The facility will be in operation 24 hours per day/seven days per week, in varying degrees of activity.

Trucks making deliveries to retail stores will depart throughout the day, seven days a week. These loads will be arrayed over the daily 24 hour period, with peaks being from 10PM to 3AM. These trucks will return throughout the 24 hour daily period, seven days a week.

Trucks will make deliveries to the site from outside suppliers all 7 days weekly beginning after midnight and arrayed throughout the 24 hour period. There will be two types of deliveries; (a) "drop trailers" will primarily be drivers that are familiar with the facility who bring a load in, drop it in the trailer parking lot, pick up an empty trailer and depart; "live loads" will be drivers that mostly are not familiar with the facility and bring their loads in by appointment. Live loads will bring the load in, wait in the staging "bull pen" area for their appointment time, take their load directly to a designated dock door, wait for the load to be unloaded and leave with the empty trailer they brought in. Roughly 20-25% of the inbound traffic will be live loads.

The office will operate daily in conjunction with the distribution business flow. The facility will not be open to the public.

E. Anticipated Startup Date and Employee Count -

The existing facility will be closed May 2013 to Mid-2014. Operations are expected to re-start by March 31st, 2014.

Full Time Employees estimated, 522 including 3rd party labor Phase I -

Part Time Employees estimated, 42 including 3rd party labor.

Full Time Employees estimated, 599 including 3rd party labor Future (estimated) -

Part Time Employees estimated, 42 including 3rd party labor.

F. Anticipated Number of Shifts and Employee Count per Shift; each area will operate with two planned 10-12 hour shifts 6 days per week with seasonal requirements to 7 days.

1st shift (6AM – 5PM) warehouse approximately 152 team members *

warehouse approximately 30 team members **

shift maintenance/security approximately 16 team members*

unloaders (lumpers) approximately 36 team members*

3rd party/fleet maintenance approximately 17 team members **

1st shift (8AM – 5PM) Office operations – Monday thru Saturday approximately 10 team members*

 2^{nd} shift (6PM – 5AM) warehouse approximately 102 team members*

warehouse approximately 30 team members **

shift maintenance/security approximately 11 team members*

unloaders (lumpers) approximately 24 team members*

3rd party/fleet maintenance approximately 11 team members**

Truck Drivers/Switchers approximately 125 team members rotating over the 24 hour period**

G. Maximum Number of Employees on Site at Any Time of Day -

316

- H. Assembly Not Applicable
- Number of Parking Spaces Required -

Warehouse/Office Approximate total team member count of 204 maximum, 102 spaces required

(1 space per 2 employees on 12 hour shift), 411 spaces provided (existing)*

Approximate total team member count of 30 maximum, 15 spaces required

(1 space per 2 employees on 12 hour shift), 61 spaces provided (existing)**

Truck drivers/switchers and fleet maintenance

Approximate total team member count of 80 maximum, 40 spaces required (1 space per 2 employees on 12 hour shift), 117 spaces provided **

*site entry via 95th Street employee entrance

**site entry via Green Bay Road truck entrance

J. Number of Existing and Proposed Parking Spaces -

The following is a description of existing parking spaces:

- 1. Front office employee parking 411 spaces (16 handicap);
- 2. Truck driver parking 75 spaces;
- Tractor parking 60 spaces;
- 4. Trailer parking 120 spaces.

The proposed project will include parking additions as described below:

- 1. Truck Driver Parking 42 spaces;
- 2. Tractor Parking 40 spaces;
- 3. Trailer Parking 330 spaces;
- 4. Bull Pen Parking (holding area for inbound deliveries outside the security fence) 50 spaces;
- 5. Witron Parking (ASRS equipment maintenance personnel) 61 spaces.

It should be noted that the existing truck driver and tractor parking areas will be reconfigured to provide additional spaces and allow construction of the Bull Pen parking area.

K. Anticipated Average and Maximum Daily Automobile Traffic Counts -

Phase 1 -Average daily automobile traffic is projected to be approximately 564 per day. Roughly 213 of these will enter through the truck entrance.

Future estimated totals – Average daily automobile traffic is projected to be approximately 641 per day. Roughly 290 of these will enter through the truck entrance.

L. Anticipated Average and Maximum Daily Truck Traffic Counts -

Phase 1 - 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 approximately 480 per day and 624 on peak.

M. Types of goods to be Stored On Site -

Consumer Product Goods for Retail Sales of packaged grocery, fresh, frozen and dry consumables.

N. Types of Equipment or Machinery to be Used On Site -

Yard trucks, lawn mowing equipment, snow removal equipment, material handling lift trucks.

O. Types of Solid or Liquid Waste Material that will Require Disposal -

Cardboard, pallets, petroleum products and parts from truck or facility maintenance, to include water discharge from a truck wash facility.

P. Method of Handling, Storing and Disposing of Solid or Liquid Waste Materials -

Approved containment vessels/containers for 3rd party contracting.

Q. Method of Providing Site Security (other than the Village Police Department) -

Perimeter chainlink fence, guard house at truck entrance & 24 x7 Loss Prevention site presence, CCTV, environmental and security alarm systems.

R. Exterior Maintenance Methods -

Mowing, litter removal, periodic sweeping of paved areas and exterior painting.

S. Description of Potential Adverse Impacts to Neighboring Properties and Proposed Mitigation Measures -

An increase in truck traffic and its associated impact to traffic on Green Bay Road is believed to be the primary potential impact from the proposed expansion. Reconfiguration of the truck entrance will be completed to mitigate this concern. The existing inbound truck entrance is 2 lanes wide and queue length to gate arms at the existing guard house gates is roughly 3 trucks per lane. It is proposed that the inbound truck entrance be widened to 3 lanes and existing gate arms be removed. Security fence and gates will be shifted 390' to the west. The north inbound lane will provide access to the truck driver and mechanic parking lot, as well as the Bull Pen. Shifting the gate will provide queue space for as many as 8 trucks in both the center and south inbound lanes. Witron employees will enter through the south inbound lane to access their parking lot. Two roughly 100 feet in length will be provided for outbound traffic, which will be released slowly due to exit security procedures (estimated maximum of roughly 2 trucks every 5 minutes).

Excellent screening on the east side of the site is currently being provided by earthen berms with landscape trees. The existing screening will be maintained. The existing berm and landscaping will also attenuate noise block highlight glare from internal truck traffic.

Any new site lighting will be shielded to prevent off-site glare.

The existing storm water management basin will be maintained and retrofitted to control storm water quantity and improve storm water quality in accordance with current state and local standards.

T. List of Required Permits -

Coverage under WDNR General Permit for Construction Site Storm Water Runoff (WPDES # WI-S067831-4).

U. Applicant Contact Information -

Rick Hershberger, Director of Distribution Meijer Inc. 2929 Walker Ave., NW Grand Rapids, MI 49544 Rick.Hershberger@meijer.com 616-735-7426



View of existing building looking to the southwest.

Addition will attach to the existing building at the right/northwest corner. Pavement for dock maneuvering area and trailer parking will be added on both the east and west sides of the addition. Existing building wall material is painted pre-cast concrete.



View of undeveloped portion of site looking to the west.

The north end of the addition will end roughly in line with the existing transmission tower in the background. Pavement for dock maneuvering area and trailer parking will be added on both the east and west sides of the addition.



View of undeveloped portion of site looking to the northwest.

Existing truck maintenance facility (TMF), fueling island and abound ground fuel storage tanks can be seen in the background. Pavement for trailer parking will be added in this area.

TMF building wall material is painted pre-cast concrete.



View of existing truck entrance looking to the north.

Existing guard house can be seen in the background (left/west of flag). Pavement for inbound

Existing guard house can be seen in the background (left/west of flag). Pavement for inbound holding and employee parking will be added north of the existing guard house. Pavement for Witron employee will be added south of the existing guard house. Guard house building wall material is painted pre-cast concrete.

OPERATIONAL PLAN MEIJER 871 PLEASANT PRAIRIE, WISCONSIN

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warehouse approximately 152 team members * warehouse approximately 30 team members ** shift maintenance/security approximately 16 team members* unloaders (lumpers) approximately 36 team members* 3rd party/fleet maintenance approximately 17 team members **

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Rick Hershberger, Director of Distribution Meijer Inc. 2929 Walker Ave., NW Grand Rapids, MI 49544 Rick.Hershberger@meijer.com 616-735-7426

Returr		Date Sent:
	Kenosha Water Utility 4401 Green Bay Road	Date Due:
	Kenosha, WI 53144	Date Due
	Email: brabe@kenosha.org	
	VILLAGE OF PLEASANT PRAII INDUSTRIAL WASTE SURVE	
	To be submitted to the	
	Kenosha Water Utility	
Gener	ral Information	
1.	Facility Name: Meijer Western DC	
2.	Mailing Address: 2929 Walker Avenue NW	
3.	City, State, Zip Code: Grand Rapids, MI 49544	
4.	Site Address: 7400 95th Street, Pleasant Prairie, WI 53158	
5.	Standard Industrial Classification Code (SIC): 4231	
6.	Name, Title and Telephone Number of the Authorized Represe Person Responsible for Environmental Compliance.	entative and the Company Contac
	Authorized Representative	Company Contact

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.

Brenda Pineau

Phone #: 616-791-3663

Director, Environmental Compliance

Name:

	mental Control Permits	- (4MM-652-736 597 ▼ - 6.4	
H			
*			

Name: Michael L. Kinstle

Phone #: 616-791-3632

Title: Vice President - Real Estate

Oper	ational Characteristics							
1.	Existing Number of Employees: Ful	1 Time 522	<u></u>	Part Time	42			
2.	Operational Schedule: Days/Wk 6	Hours/D	ay <u>10-12</u>	# Shifts	2			
3.	or manufacturing takes place, list all activities	Describe the nature of the business conducted at this facility (if more than one type, of business or manufacturing takes place, list all activities): Wholesale grocery distribution center supporting retail grocery stores. Merchandise includes packaged dry groceries, frozen food, meat, dairy and produce.						
4.	List principal raw materials used: Not Applic	cable						
5.	List products produced and the average rate	of production	: Not Applicable	e				
6.	List types of wastes created during production	on and any by	-products prod	uced: Not A	pplicable			
7.	Estimate the quantity of water to be used by gallons of water anticipated by this facility. Indicate the source of the facility's water: k Meter number or address assigned to water in	Cenosha	6,621,100 Pleasan	gall nt Prairie	ons.			
8.	Type of discharges: ContinuousX If batch was indicated, give the average freq discharges:	uency and app	proximate volu	me of any b	eatch			
9.	Describe the uses of water at this facility: _s truck wash.	anitary facilities	, janitorial clea <mark>n</mark> i	ng,floor drair	ns and future			
Wası	tewater Information							
1.	A process wastewater IS any wastewater dis or boiler blow-down purposes. List activities and duration of each discharge.							
	Wastewater Producing Process		Time and Dura	tion of Disc	harges			
	Janitorial Floorcare	1/4	Daily, 8:00 am -	5:00 pm (int	ermittent)			
	Truck Wash (future)	Į.	Daily, 8:00 am -	5:00 pm (inte	ermittent)			
		91 <u>-</u>						

	See attached list of jani	itoriai cleaning pro	ducts, a Material Safety Dat	a Sneet (MSDS	5) is available upon request
					
NS	material, thereby beco	ming contamina	that during the process c ted. Non-contact cooling ity utilize cooling water?	water does no	
•3	be helpful in assigning	y values to the fo	sanitary sewer. A review blowing flows. If sanitary ir each employee (i.e. wat	y flow is not r	
		Gallons p			astewater Discharge
anit	ary Usage	Consumed 11,280	<u>Discharges</u> 11,280	Continuous	s, Batch, None)
	ess Wastewater Usage	~60	~60	## 1 may 1 may 1 may 1	orcare, Batch
	ng Water Usage			Section and the section of the secti	
	· Usage	25,000	25,000	Truck Wash,	Batch, 250 gal per truck, 100 truck
`otal	Volume	36,280	36,280	23.77	
•	Describe all locations	where wastewat	ers enter the collection sy	stem	
	At northeast corner of t	the site and east c	entral boundary.		
	At northeast corner of t	the site and east c	entral boundary.		
*5	Is there a sampling ma	anhole on site?	No Yes		
	Is there a sampling ma	anhole on site?			e.
la.	Is there a sampling ma	anhole on site?	No Yes		e.
	Is there a sampling ma	anhole on site? cations: _Upstrea	No Yes	described abov	
•	Is there a sampling ma If yes, describe the loc Are sanitary and proce	anhole on site? cations:Upstrea	No Yes am of the connection points of	described abov	Yes
.	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown wa	eations: _Upstrea	No Yes am of the connection points of separated? NA o the sanitary sewer? NA	No	Yes Yes
	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown was Does your facility hau	eations: _Upstrea	No Yes am of the connection points of separated? NA o the sanitary sewer? NA	No	Yes
	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown was Does your facility hau pliance Information	ess wastewaters atter discharged to	No Yes am of the connection points of separated? NA o the sanitary sewer? NA astewater? NA	No No	Yes Yes Yes
	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown was Does your facility hau pliance Information Is there any usage of the	ess wastewaters sater discharged tal any process wastewaters wastewaters and any process wastewaters wastewaters and any process wastewaters and any process wastewater discharged tal any process wastewaters and any process wastewaters and any process wastewaters and any process wastewaters and any process wastewaters.	No Yes am of the connection points of separated? NA o the sanitary sewer? NA astewater? NA at the facility?	No No	Yes Yes
	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown was Does your facility hau pliance Information Is there any usage of to If yes, list and use che	ess wastewaters atter discharged to any process wastewaters wastewaters atter discharged to any process wastewater to any	No Yes am of the connection points of separated? NA o the sanitary sewer? NA astewater? NA at the facility? ge.	NoNoX	Yes Yes Yes Yes
•	Is there a sampling ma If yes, describe the loc Are sanitary and proce Is boiler blowdown was Does your facility hau pliance Information Is there any usage of to If yes, list and use che Are there any floor dra	ess wastewaters atter discharged to any process wastewater discharged to any process wastewaters atter discharged to any process wastewater discharged to any p	No Yes am of the connection points of separated? NA o the sanitary sewer? NA astewater? NA at the facility?	No No X rage area? No	Yes Yes Yes Yes Yes

5.	Is any form of waste water pretreatment part of the second	
6.	List any specific pretreatment standards t	hat apply to this facility: Not Applicable
7.	If pretreatment standards are not being m maintenance or pretreatment must be per Not Applicable	net on a consistent basis, describe what additional and formed to achieve compliance.
8.	operations and maintenance or for the con	e schedule) for the implementation of additional mmencement and completion of major events leading to treatment facilities required to achieve compliance.
	<u>missions</u>	
disch	arge points (connection(s) to sanitary collect	www.sthe water intake points(s), existing sanitary sewer, tion system), and direction of wastewater flows at the any processes that use water for any purpose.
Sign	atory Requirement	
super evalution ga for ga accur	rvision in accordance with a system designed tate this information submitted. Based on mathering the information, the information sub-	and all attachments were prepared under my direction or d to assure that qualified personnel properly gather and y inquiry of the person or persons directly responsible omitted is to the best of my knowledge and belief true, significant penalties for submitting false information, at.
Mi	chael Kinstle	Me
Print	Name: Authorized Representative	Signature: Authorized Representative
Vice	e President, Real-Estate	April 25, 2013
Title		Date

Appendix Toxic Pollutants Listed in 40CFP 307(a)

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

Known Absent	Suspected Present	Known Present	Polluntant
			34 Endrin and metabolites
			35 Ethylbenzene
			36 Fluoranthene
			37 Haloethers
			38 Halomethanes
			39 Heptachlor and metabolites
			40 Hexachlorobutadiene
			41 Hexachlorocyclopentadiene
			42 Hexachlorocyclohexane
			43 Isophrone
			44 Lead and compounds
			45 Mercury and compounds
			46 Naphthalene
		2	47 Nickel and compounds
			48 Nitrobenzene
			49 Nitrophenols
			50 Nitrosamines
			51 Pentachlorophenol
			52 Phenol
		î.	53 Phthalate esters
			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
		ii -	62 Toxaphene
			63 Trichloroethylene
			64 Vinyl chloride
			65 Zinc and compounds

Meijer Western Distribution Center - Pleasant Prarie, WI Janitorial Cleaning Chemcials

Product	Application	Pack Size
	Stainless steel polish and protector	35949
DAZZLE Cleaner & Polish	(RTU)	6 x 1 qt
Kay Chlorinated Cleaner	Spray foam application and heavy duty degreasing	2.5 gal
KAY Foaming Lotion Hand Soap	Foaming Lotion Hand Soap	6 x 750 mil
Clean Touch Pro 350	Heavy Duty Hand Soap	4 x 1 gal
Clean Touch Pro 400 w/ Grit	Heavy Duty Hand Soap w/Grit	4 x 1 gal
Endure Revitalizing Skin Lotion	Hand Lotion	12 x 540 mil
KAY Super Concentrate Glass &		
Multisurface Cleane	Glass and multisurface cleaner	2 x 2 gal
Triple Play	Multipurpose Disinfectant Cleaner	2 x 1 gal
Kay Graffiti Remover	Graffiti remover	4 x 1 pt
Aromist Refill	Refill	4 refills
Retail Foaming Drain Cleaner	Foaming Drain Cleaner	2 x 2 Lt
Chlorinated Cleaner Bottle/Sprayer	Spray bottle and sprayer	4 x 3 ea
KAY Glass & Multisurface Cleaner		
Spray Bottle & S	Spray bottle and sprayer	4 x 3 ea
Triple Play Spray Bottle	Sprayer bottle and sprayer	4 x 3 ea



DIVISION OF INDUSTRY SERVICES
141 NW BARSTOW ST FL 4TH
WAUKESHA WI 53188-3789
Contact Through Relay
www.dsps.wi.gov/sb/
www.wisconsin.gov

Scott Walker, Governor Dave Ross, Secretary

March 18, 2013

CUST ID No. 1239436

RANDALL C VAUGHN GNF ARCHITECTS & ENGINEERS PSC 10 QUALITY ST LEXINGTON KY 40507 ATTN: Buildings & Structures Inspector

BUILDING INSPECTION VILLAGE OF PLEASANT PRAIRIE 9915 39TH AVE PLEASANT PRAIRIE WI 53158

APPROVAL OF PETITION FOR VARIANCE

SITE:

Meijer #870-871 7400 95TH St Village of Pleasant Prairie, 53158 Kenosha County; Fire Dept ID: 3004

Identification Numbers

Transaction ID No. 2208359 Site ID No. 618264

Please refer to both identification numbers, above, in all correspondence with the agency.

FOR: Petition for Variance

IBC 1016.1P

The submittal described above has been reviewed for equivalency to applicable Wisconsin Administrative Codes and compliance with Wisconsin Statutes. The submittal has been CONDITIONALLY APPROVED. The owner, as defined in section 101.01(10), Wisconsin Statutes, is responsible for compliance with all conditions of this petition approval and other applicable code requirements. Plan submittal to and approval by the department or its agent may be necessary prior to construction undertaken per this petition. This petition approval may be affected if applicable codes are revised prior to plan submittal for any necessary construction work.

The code section petitioned requires that all of a building classified as a Group S-1 occupancy protected with a sprinkler system have a maximum exit access travel distance of 250 feet.

The variance requested is to allow a maximum exit access travel distance of up to 400 feet.

The intent of the code section petitioned is to limit the distance of egress travel in case of an emergency to lessen the potential that building occupants will be subjected to untenable conditions before they are able to exit the building.

The petitioner submitted the SB-9890 application form including 25 additional pages of supporting documents.

Reviewer's Comments:

1. The Pleasant Prairie Fire & Rescue Department recommends approval based on the following conditions:

- Increasing the maximum egress distance from 250 feet to 400 feet is recommended as long as the smoke purge system described in the submitted petition for variance documents is installed and functioning as designed upon completion, and
- Ten (10) smoke removal fans for a total of 224,500 cfm or one air change per hour is installed as designed and recommended by Code Consultants, INC..
- 2. The building addition is of Type IIB construction, one story in height, unlimited in area, protected throughout by an automatic fire sprinkler system, and is classified as a Group S-1 moderate hazard storage warehouse building with a clear height of approximately 71 feet. The building will be primarily used for the storage of dry food goods and associated handling equipment.
- 3. The petitioner states that the owner requires large open spaces for product storage and shipping operations and designing the warehouse for a egress travel distance of 250 feet would significantly limit the size of the open storage area due to the construction of exit passageways or multiple horizontal exits which would result in a negative impact on the owner's ability to utilize the space.
- 4. Code Consultants, Inc. has been retained to develop an engineering analysis for the requested 400 feet egress travel distance. The analysis evaluates the impact of a fire on the warehouse space in relation to the evacuation time of the occupants through a computer egress model which calculates the egress time based on proposed travel distances. The fire modeling was also performed to calculate the smoke layer height in the warehouse as a function of time.
- 5. Three potential designs were evaluated and the design that provided the most smoke exhausted from the building was chosen. After one hour 73% of the smoke was exhausted, after 2 hours 90% of the smoke was exhausted and after three hours 95% of the smoke was exhausted from the warehouse. Based on this evaluation it is recommended that the system should consist of the following:
 - A total minimum exhaust rate of 254,000 cfm or 1 air change per hour, whichever is greater, provided by 10 fans with equal capacities,
 - Four fans located at the centerline of the building spaced equally north to south,
 - Three fans located 200 feet east of the centerline spaced evenly north to south,
 - Three fans located 200 feet west of the centerline spaced evenly north to south,
 - Makeup air provided through manually operated dock doors located at the east and west walls of the building at ground level, and
 - Hand-off-auto switches that control each set of exhaust fans (east, center, and west) provided in a location acceptable to the fire department.
- 6. The petitioner states that the warehouse expansion will provide a level of protection and life safety for the occupants as well as contain and control a developing fire condition by considering the following:
 - The construction of all building elements is of non-combustible materials.
 - Automatically detect all fire conditions by means of water flow switches in the building's sprinkler systems,

- Inform the employees and fire department of the condition by electrical supervision and off-site connection of all fire protection systems. The supervisory system will be designed to annunciate alarm, supervisory, and trouble signals. Alarm signal is an indication that a fire or other emergency condition has been detected. The supervisory signal is an indication that a required fire extinguishing system is not in full working order such as a closed valve in the sprinkler supply piping. The trouble signal is an indication that a portion of the fire protection system is not functioning properly such as a problem associated with electrical wiring or devices. All fire protection device signals will be transmitted to the sprinkler monitoring panel and to ensure system dependability and prompt fire department notification, the monitoring panel will be connected to an approved alarm monitoring service and provided with a listed source of internal emergency power.
- Provide adequate means of egress so a safe and efficient evacuation can occur. Emergency power will be provided by batteries or generator to operate the emergency egress lighting, exit signage and the sprinkler monitoring panel and all associated detection and supervision devices in the event of failure of the normal power supply.
- 7. The first part of the fire modeling computer analysis was performed using the Pathfinder evacuation modeling software to calculate the evacuation time for all building occupants. The software simulates the escape movement of large number of occupants and uses the actual floor layout plan to provide a graphical representation of the structure within the model. The model sets characteristics for the occupants that account for body size, speed and mobility impairments. The model used was based on 45% of the occupants being male, 45% being female, and 10% having mobility impairments. Input and results of the Pathfinder software analysis for the warehouse include the following:
 - Design occupant load of 531 occupants based on Table 1004.1.1. The actual occupant load expected in the building will be significantly less.
 - Number of exits provided is 15.
 - Maximum travel distance 400 feet.
 - Maximum evacuation time is 2 minutes and 44 seconds for all occupants.
- 8. The second part of the fire modeling analysis was performed using the FPETool program developed by the Center for Fire Research at the National Institute of Standards and Technology. The program calculates the descent of the smoke layer interface based on the configuration of the space, location of the design fire, and heat release rate of the design fire. The "Semi-Universal" design fire and the "Ultra-fast growth t-squared" design fire conditions were used within the analysis. The results of the analysis indicate that the smoke layer will remain almost 21 feet above the floor level even at 10 minutes after the start of the fire for all design conditions. The fire modeling calculations also indicate that the smoke layer would reach an elevation of 50 feet approximately 4 minutes and 10 seconds after ignition. The 50 feet elevation is important because it represents the distance 6 feet above the highest mezzanine floor level. The egress software determined that all occupants could exit the mezzanine level in 1 minute and 23 seconds which is significantly less than the time it would take the smoke layer to decent on this level.
- 9. NFPA 101 has continued to allow a maximum egress distance of 400 feet in an ordinary (moderate) hazard storage occupancy which is protected throughout by an automatic fire

- sprinkler system. The Life Safety Code is nationally recognized as a key developer of means of egress requirements and has allowed this increased travel distance since the 1976 edition.
- 10. The petitioner states that the results of the two computer modeling analysis demonstrate that due to the height of the warehouse, the smoke layer interface remains well above the occupants of the building during egress when using a travel distance of up to 400 feet. The results of the analysis support the proposal to allow a 400 feet egress travel distance in the warehouse.

Departmental Action: CONDITIONAL APPROVAL

Reviewer's Conditions of Approval:

- All of the petitioner's statements of fact or intent included on the variance application form, any other documents submitted to the Department, as well as any other conditions of approval listed below, shall be carried out. Any recommended conditions of approval by the fire department and/or municipal building inspection department listed above shall also be carried out unless otherwise stated below. This variance is specific to the subject code section(s) petitioned and the building or object as it will exist following completion of the current construction project and shall not be used for any additional or future modifications, additions, or alterations to the subject building or object.
- The entire facility shall be protected with a complete automatic fire suppression system in accordance with NFPA 13. Submit fire suppression plans to the Division of Safety and Buildings Waukesha office for review and approval prior to installation.
- A total minimum exhaust rate of 254,000 cfm or 1 air change per hour, whichever is greater will be provided by 10 fans with equal capacities as follows:
 - Four fans located at the centerline of the building spaced equally north to south,
 - Three fans located 200 feet east of the centerline spaced evenly north to south,
 - Three fans located 200 feet west of the centerline spaced evenly north to south,
- Makeup air will be provided through manually operated dock doors located at the east and west walls of the building at ground level.
- Hand-off-auto switches that control each set of exhaust fans (east, center, and west) provided in a location acceptable to the fire department.
- This decision will become final unless the department within 30 days from the date of this letter receives a written request for a hearing. A request for hearing should be sent to the address shown on this letterhead. A copy of this letter must be included with the request for a hearing. The request for hearing should state the reasons for objecting to the department's decision, because a request for hearing may be denied if it does not present a significant question in fact, law or policy.

Inquiries concerning this correspondence may be made to me at the telephone number listed below, or at the address on this letterhead.

Sincerely,

Lawrence Stilen, P.E. Building Consultant, Integrated Services (262) 548-8607, Fax: (262) 548-8614, Mon-thurs 6:30-4:00, Fri 6:30-10:30 larry.stilen@wisconsin.gov Fee Required \$

Page 5

Fee Received \$ 550.00 Refund Amt \$ 550.00

WiSMART code: 7648

Mgmt. Prec. Review by: JPP

cc: Betty J Wiese, State Building Inspector, (414) 852-3694, Monday, 7:45 A.M. - 4:30 P.M. Douglas Mcelmury Chief, Pleasant Prairie Fire & Rescue Gray Construction, Connie Keyser (Plans Mailed To) Florin Stanescu-bellu, Meijer Gray Construction



DRY GOODS STORAGE ADDITION Village of Pleasant Prairie, WI

FINAL SITE AND OPERATIONAL PLAN SUBMITTAL

PROJECT INFORMATION

SITE ADDRESS

7400 95th STREET PLEASANT PRAIRIE, WISCONSIN 53158 # 618264

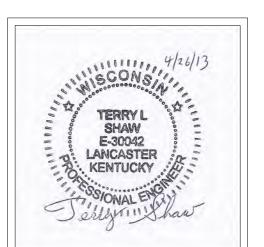
CUSTOMER ADDRESS

MEIJER 2929 WALKER AVE, NW GRAND RAPIDS, MI 49544

CIVIL ENGINEER

TERRY SHAW, P.E. 1100 HUNTER DRIVE LANCASTER, KY 40444

CIVIL ENGINEER OF RECORD: TERRY SHAW, P.E. OFFICE PHONE: (859) 548-2251 E-MAIL: tshawpe@windstream.net



DOCUMENT RELEASE #2
APRIL 26, 2013
anf PROJECT NO. 21301

10 Quality Street
Lexington, Kentucky 40507-1450
Telephone: (859) 281-5000
Facsimile: (859) 252-5300
Lexington, KY - Bowling Green, KY
Birmingham, AL

O HUNTER DRIVE CASTER, KY 40444 859-548-2251

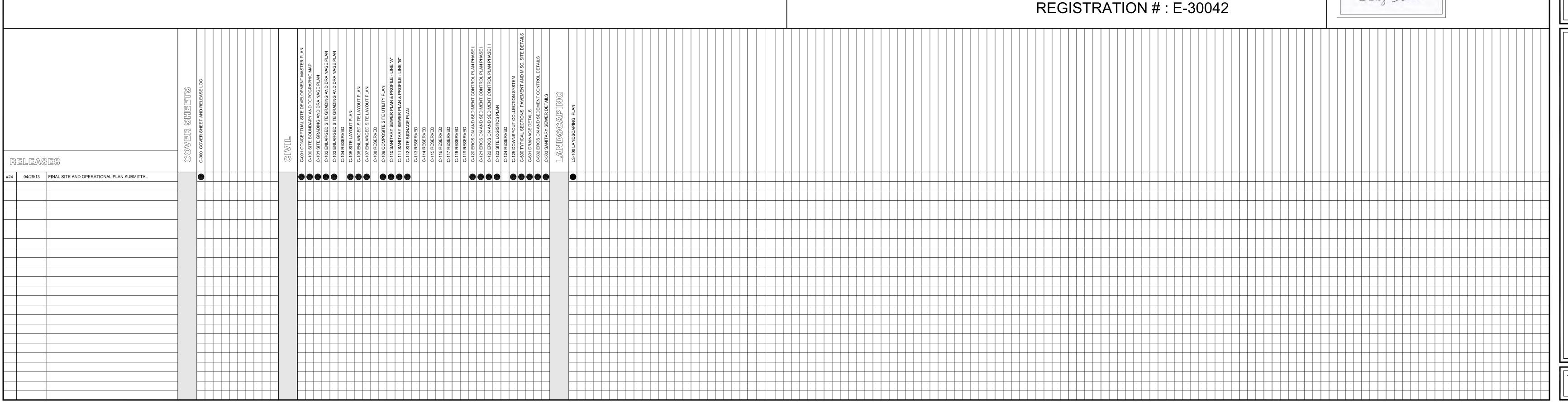
LANCA

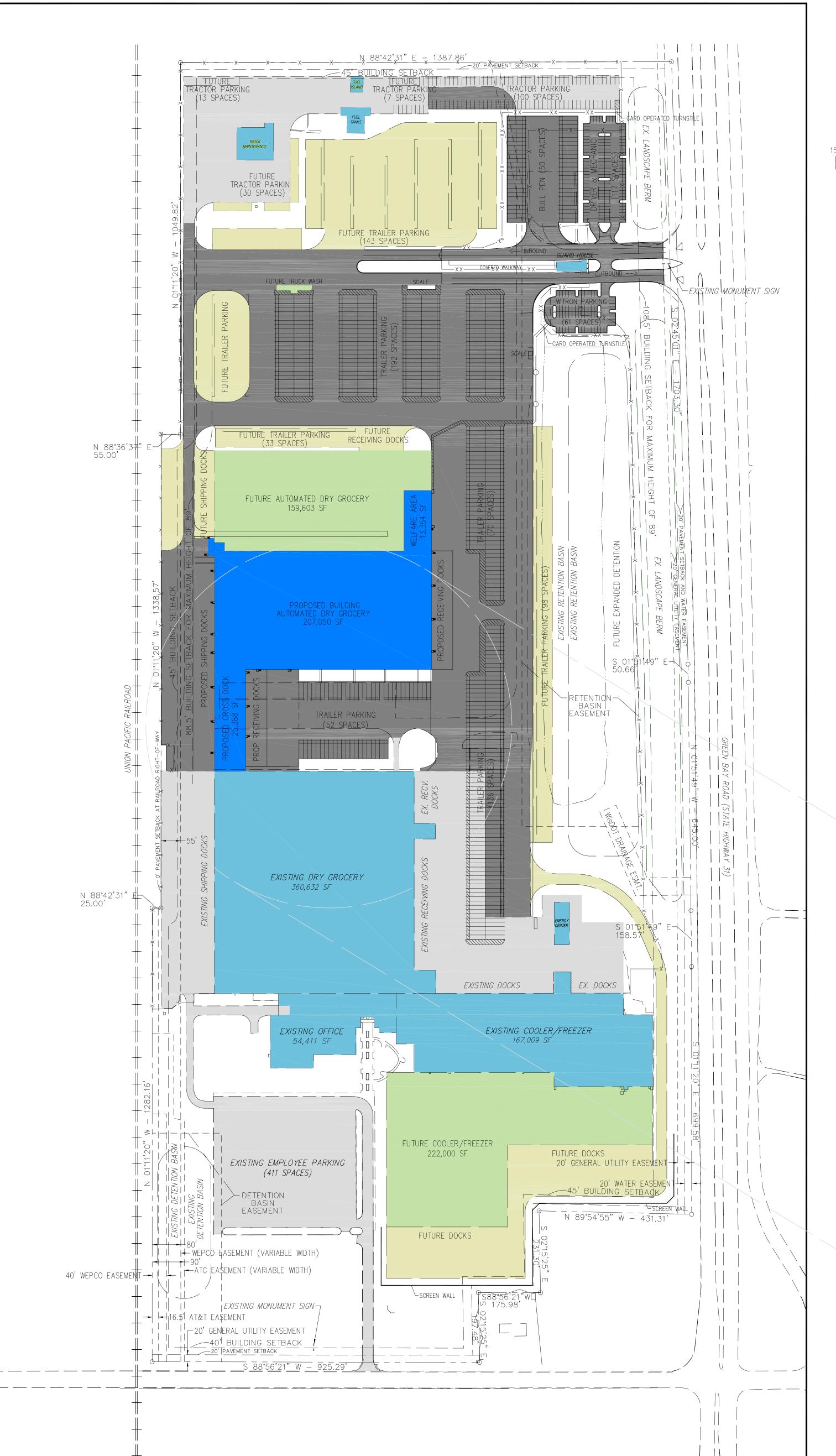
ND RELEASE LOG

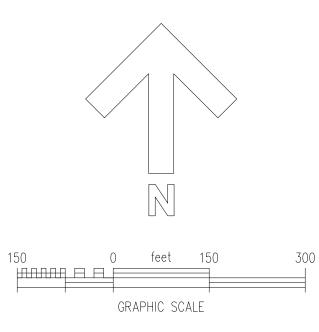
DRY GOODS STORAGE ADDITION

| Meijel - 871
| Village of Pleasant Prairie, WI

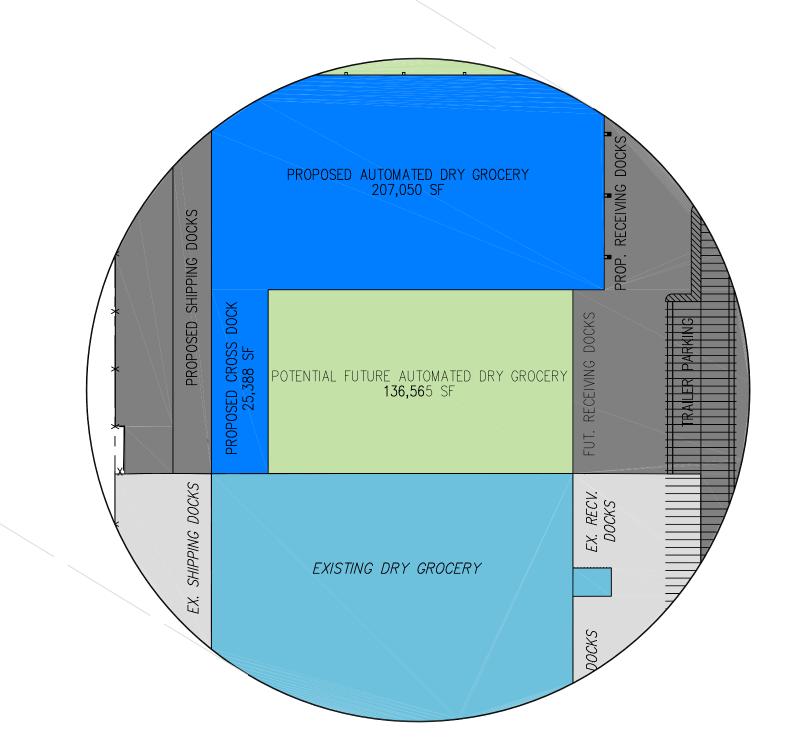
JOB NUMBER SHEET NUMBER C-000







DEVEL	OPMENT LEGEND
COLOR	DESCRIPTION
	EXISTING BUILDINGS
	PROPOSED BUILDING ADDITION
	FUTURE BUILDING
	EXISTING PAVEMENT
	PROPOSED NEW OR RECONSTRUCTED PAVEMENT
	FUTURE PAVEMENT



PARKING SUMMARY

PHASE 1 (CURRENT SCOPE)

TEAM MEMBER & LUMPER - 411 SPACES (16 HC) DRIVER & MECHANIC - 117 SPACES WITRON PARKING - 61 SPACES TRACTOR - 100 SPACES DROP TRAILER (INSIDE FENCE) - 450 SPACES BULL PEN (OUTSIDE FENCE) - 50 SPACES

PHASE 2 (FUTURE)

TEAM MEMBER & LUMPER - 411 SPACES (16 HC) DRIVER & MECHANIC - 117 SPACES WITRON PARKING - 61 SPACES TRACTOR - 150 SPACES DROP TRAILER (INSIDE FENCE) - 739 SPACES (687 IF 136,565 SF ADDITION IS CONSTRUCTED) BULL PEN (OUTSIDE FENCE) - 50 SPACES

ZONING CODE SUMMARY

ZONING DISTRICT: M-2, GENERAL MANUFACTURING

LOT SIZE: 119.51 ACRES

OPEN SPACE (25% MINIMUM REQUIRED): EXISTING - 68.3% PROPOSED - 44.5% **FUTURE - 27.0%**

PROPOSED BUILDING HEIGHT: 89 FT MAX (AT NORTHWEST CORNER) 20 FT MIN (AT WELFARE AREA) ONE STORY

BUILDING SIZE: EXISTING - 569,690 SQ FT PROPOSED - 245,792 SQ FT FUTURE - 381,603 SQ FT

BUILDING SETBACK: 108.50 FT FROM ARTERIAL STREETS 88.50 FT FROM SIDE AND REAR LOT LINES

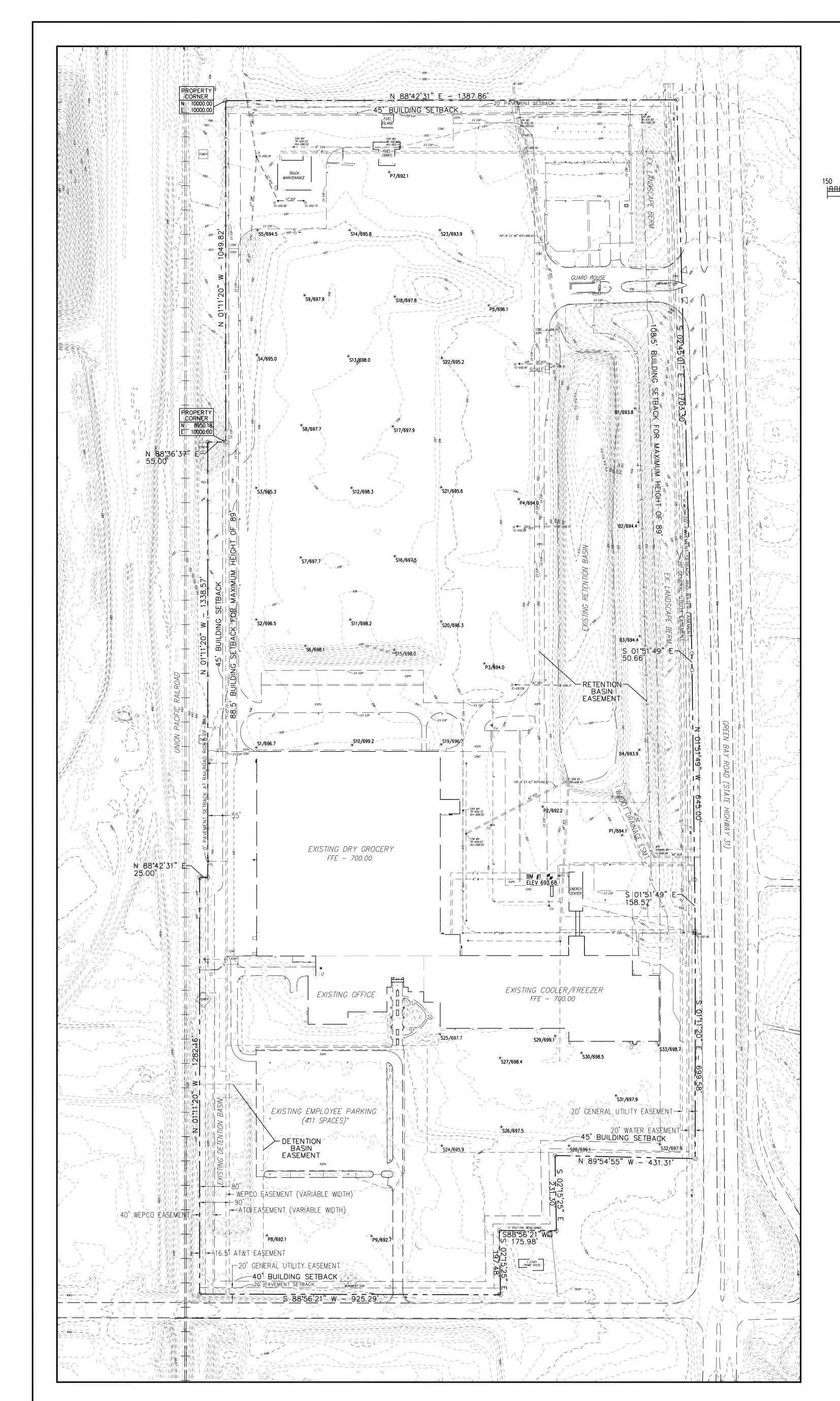
PARKING / PAVEMENT SETBACK: 20 FT FROM STREET RIGHT-OF-WAY AND LOT LINES 0 FT FROM RAILROAD RIGHT-OF-WAY

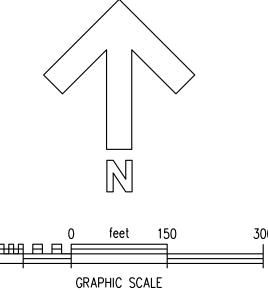
PARKING SPACE REQUIREMENTS: OFFICE 1 SPACE PER 250 SQ FT OF FLOOR AREA

WAREHOUSE / DISTRIBUTION 1 SPACE PER 2 EMPLOYEES DURING ANY 12-HOUR PERIOD

,		11		
/15/12	/15/12 OWNER REVIEW			
/07/12	/07/12 PRELIMINARY SITE &			
	OPERATIONAL PLAN SUBMITTAL			
/13/13	/13/13 REVISED PRELIMINARY SITE &			
	OPERATIONAL PLAN SUBMITTAL			
/01/13	/01/13 REVISED PRELIMINARY SITE &			
	OPERATIONAL PLAN SUBMITTAL			
/26/13	/26/13 FINAL SITE AND OPERATIONAL			
	PLAN SUBMITTAL			
ER'S OPERATIONS cordingly, and an int into the atmos minant, including	ERS OPERATIONS - Customer's knowledge of its activities that will be conducted within the facility to be designed and constructed by Gray, and the materials involved in those activities, coordingly, and anything contained in the contract documents to the contrary notivitistanding, any duty or warranty by Gray herein shall not apply to the discharge, dispersal, escape, releant into the atmosphere or any body of water or on, onto, upon, in or into the surface or subsurface of land. For purpose of this section, the word "pollutant" shall mean any solid, liquid, a minimant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and shall include any Hazardous Substance. The capacity of the facility and the design	the facility to be de	signed and constructed by varranty by Gray herein sh For purpose of this secti Il include any Hazardous S	Gray, and the materials involved in those activities, all not apply to the discharge, dispersal, escape, relean, the word "pollutant" shall mean any solid, liquid, substance. The capacity of the facility and the design





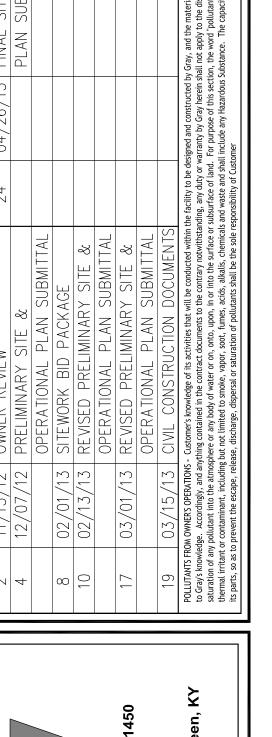


GENERAL NOTES:

- 1. MAP PROVIDED FOR REFERENCE ONLY
- 2. EXISTING TOPOGRAPHY AND BOUNDARY IS BASED UPON INFORMATION PROVIDED BY SPACECO, INC., DATED 10/11/12. ANY DISCREPANCY BETWEEN INFORMATION ON THIS MAP AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF GRAY'S SITE MANAGER.
- 3. EXISTING CONTOURS ARE BASED UPON A FIELD SURVEY COMPLETED BY YAGGY COLBY ASSOCIATES ON 1/18/13. ANY DISCREPANCY BETWEEN INFORMATION ON THIS MAP AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF GRAY'S SITE MANAGER.
- 4. THE PRESENCE AND LOCATION OF EXISTING UTILITIES SHOWN ON THIS MAP ARE BASED UPON RECORD CONSTRUCTION DRAWINGS, SURFACE EVIDENCE AND INFORMATION PROVIDED BY SPACECO, INC. DATED 10/11/12. THE GRADING CONTRACTOR SHALL TAKE ALL POSSIBLE CARE NOT TO DISTURB ANY UTILITY WHETHER SHOWN ON THESE PLANS OR NOT. DAMAGE TO ANY UTILITY RESULTING FROM GRADING OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANY AT NO ADDITIONAL COST TO THE OWNER.
- 5. HORIZONTAL CONTROL IS BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. VERTICAL CONTROL IS BASED ON NGVD 1929.

S	SITE LEGEND						
SYMBOLS	DESCRIPTION						
	EXISTING/PROPOSED PROPERTY LINE						
980	EXISTING CONTOUR						
× <i>979.5</i>	EXISTING SPOT ELEVATION						
u u u u u u u u u u u u u u u u u u u	EXISTING TREELINE						
W	EXISTING DOMESTIC WATER						
SAN	existing sanitary sewer (gravity)						
G	EXISTING GAS MAIN						
FP	EXISTING FIRE PROTECTION						
OE	EXISTING OVERHEAD ELECTRIC						
UE	EXISTING UNDERGROUND ELECTRIC						
<i>UT</i>	EXISTING UNDERGROUND TELEPHONE						
Q PTP	EXISTING POWER/TELEPHONE POLE						
(· GW	EXISTING GUY WIRE						
X LP	EXISTING LIGHT POLE						
- 6 - <i>FH</i>	EXISTING FIRE HYDRANT						
○ P/V	EXISTING POST INDICATOR VALVE						
_	EXISTING UNDERGROUND UTILITY MARKER						
X	EXISTING FENCE						

EXISTING TOPOGRAPHY/PLANIMETRICS IS REPRESENTED WITH DASHED LINES AND LABELED WITH SLANTED TEXT



10 Quality Street
Lexington, Kentucky 40507-1450
Telephone: (859) 281-5000
Facsimile: (859) 252-5300

1100 HUNTER DRIVE ANCASTER, KY 40442 859-548-2251

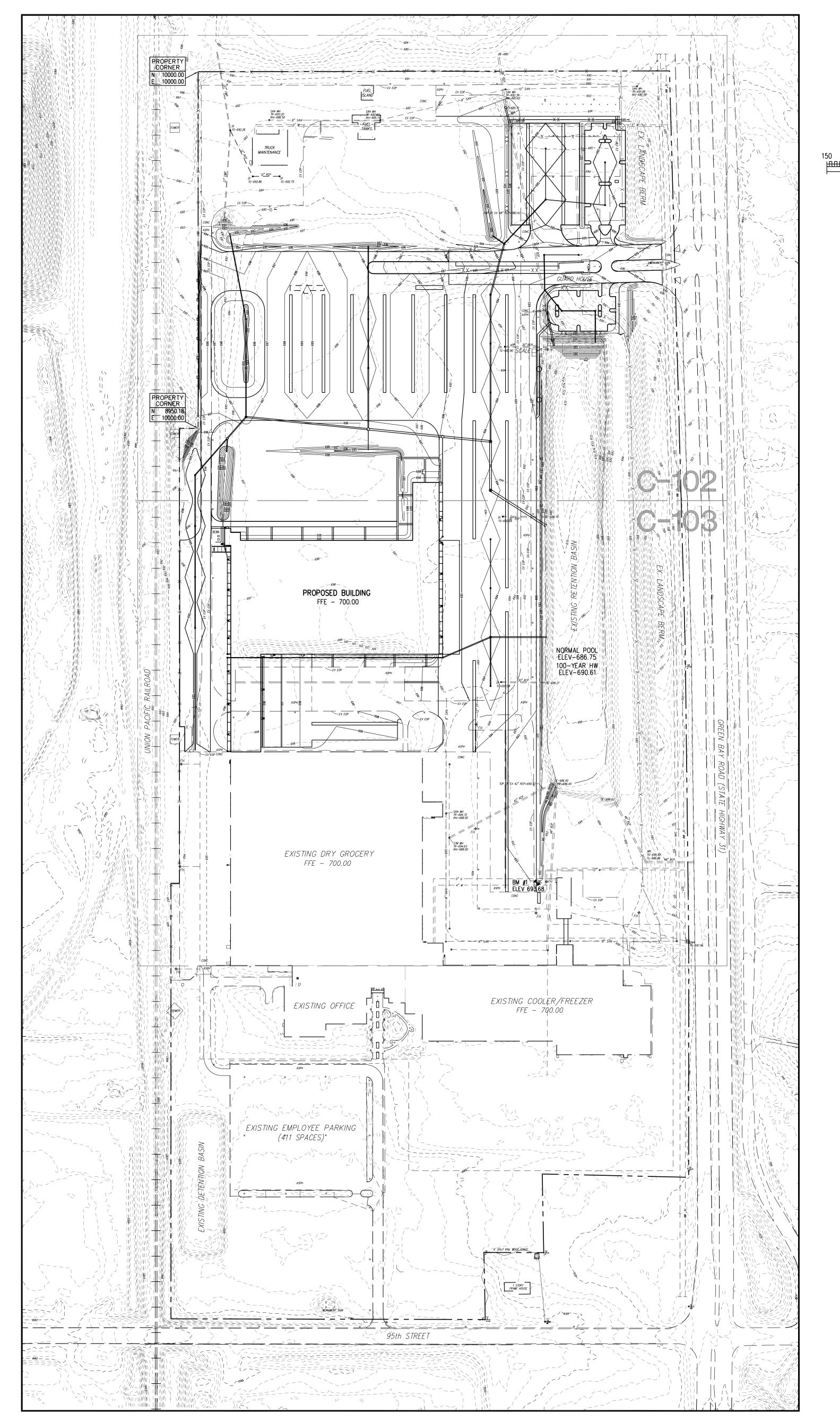
TOPOGRAPHIC MAP

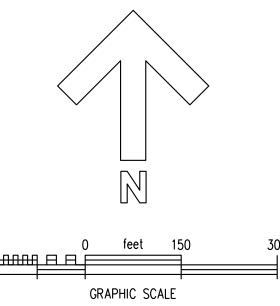
DRY GOODS STORAGE ADDITION

Pleasant Prairie, WI

SITE BOUNDARY AND TOPOGRA

DESCRIPTION	HSG	DESCRIPTION	HSG
AtA — Ashkum Silty Clay Loam	B/D	MeB2 — Markham Silt Loam	С
0 to 3 Percent Slopes		2 to 6 Percent Slopes, Eroded	
AzA — Aztalan Loam	С	Mzc — Montgomery Silty Clay	D
0 to 2 Percent Slopes		MzdB — Morley Silt Loam	С
AzB — Aztalan Loam	С	2 to 6 Percent Slopes	
2 to 6 Percent Slopes		Na — Navan Silt Loam	D
BcA — Beecher Silt Loam	С	So — Sebewa Silt Loam	B/D
1 to 3 Percent Slopes		Clayey Substratum	
FoB — Fox Loam	В	PDev - Previously Developed	D
2 to 6 Percent Slopes		All on site soils are classified as sandy	
HeB2 — Hebron Loam	В	clay, silty clay or clay due to previous	
2 to 6 Percent Slopes, Eroded		heavy grading and soil boring identification	
FrB - Fox Loam	В	(unless noted otherwise)	
Clayey Substratum, 2 to 6 Percent Slopes			





NOTES

- 1. ALL CUT/FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS NOTED OTHERWISE.
- 2. ALL SPOT ELEVATIONS ARE TO TOP OF PAVEMENT UNLESS NOTED AS TOC (TOP OF CURB).
- 3. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING CRUSHED STONE BASE AND SLAB THICKNESS WITHIN THE BUILDING.

ABBREVIATIONS

ASPH - ASPHALT PAVEMENT BH - BORE HOLE CI - CURB INLET CONC - CONCRETE PAVEMENT

DI - DROP INLET EOP - EDGE OF PAVEMENT

FL - FLOW LINE (INVERT/BOTTOM DRAINAGE STRUCTURE) IE - INLET ELEVATION (INVERT/BOTTOM OF PIPE INLET)

HW - HEADWALL MH - MANHOLE

MAX - MAXIMUM MIN - MINIMUM

OE - OUTLET ELEVATION (INVERT/BOTTOM OF PIPE OUTLET)

OS - DETENTION BASIN OUTLET STRUCTURE

REMOVE EXISTING ENGINE BLOCK

REMOVE EXISTING — CHAIN LINK FENCE

EXISTING SCALE— TO REMAIN

REMOVE EX. 30" RCP-AND DROP INLET

REMOVE EX. 30" RCP-

DEMOLITION PLAN

EXISTING COOLER/FREEZER

REMOVE EX. 30" RCP—/ AND DROP INLET

HEATER RECEPTACLES, 10 TOTAL

TOC - TOP OF CURB TOW - TOP OF WALL

DEMOLITION LEGEND

REMOVE EXISTING ASPHALT PAVEMENT

REMOVE EXISTING CONCRETE PAVEMENT

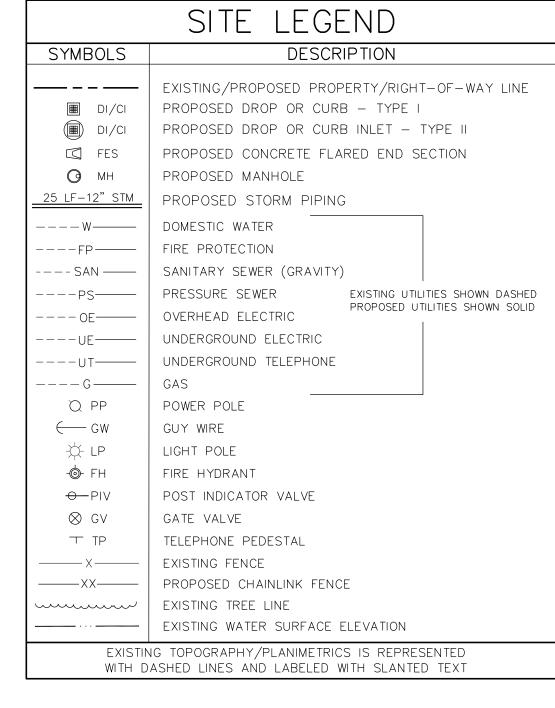
EXISTING DRY GROCERY

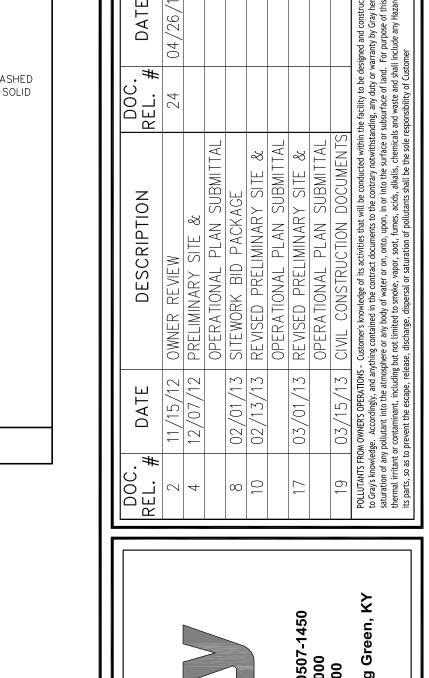
REMOVE EXISTING LIGHT POLE

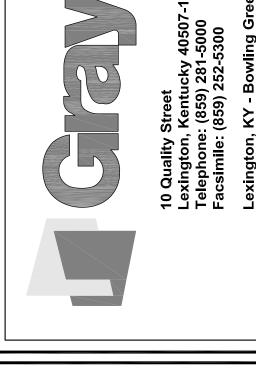
DI 12" RCP DI 1G-692.86 IG-692.75

EX EOP

TYP - TYPICAL

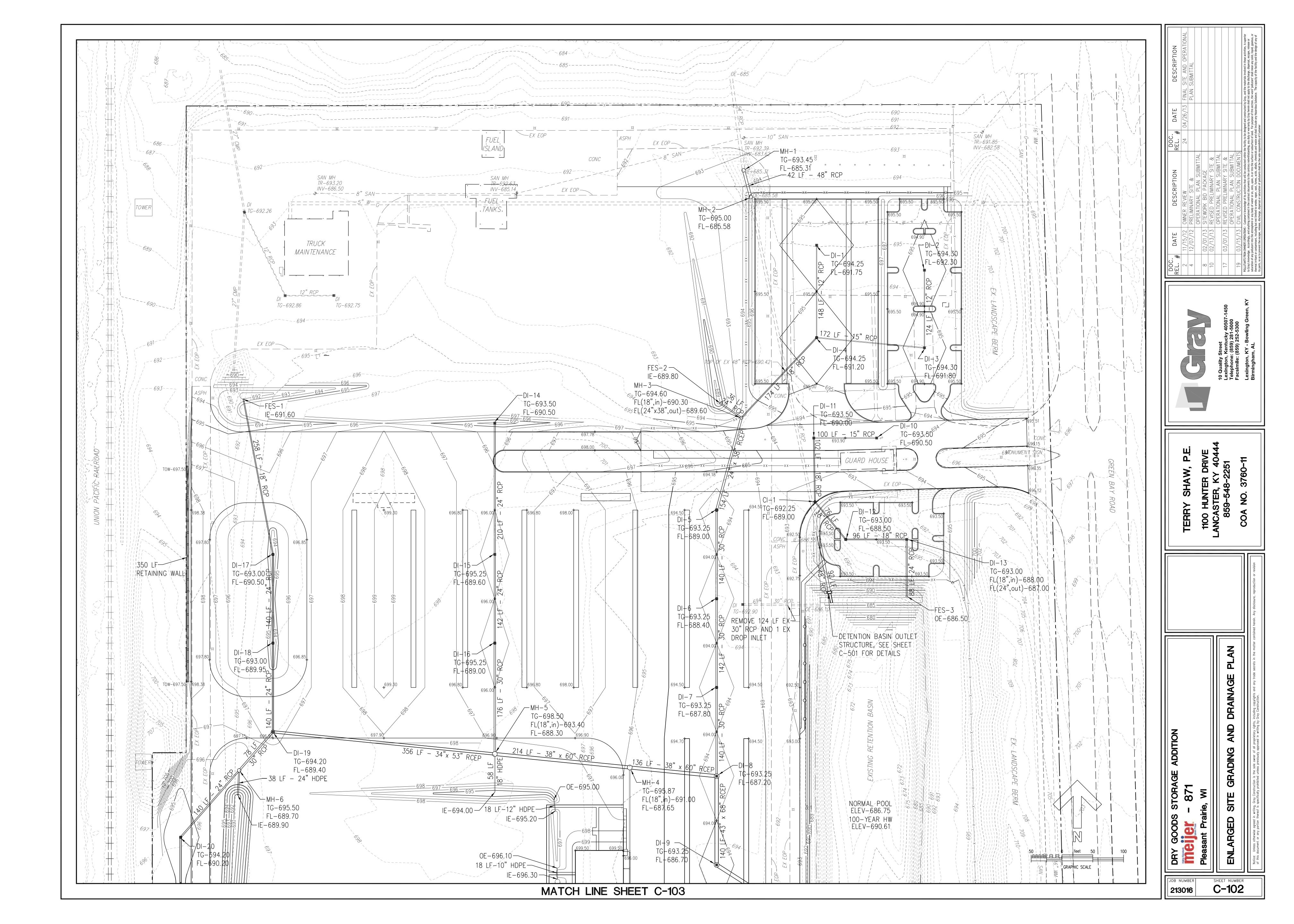


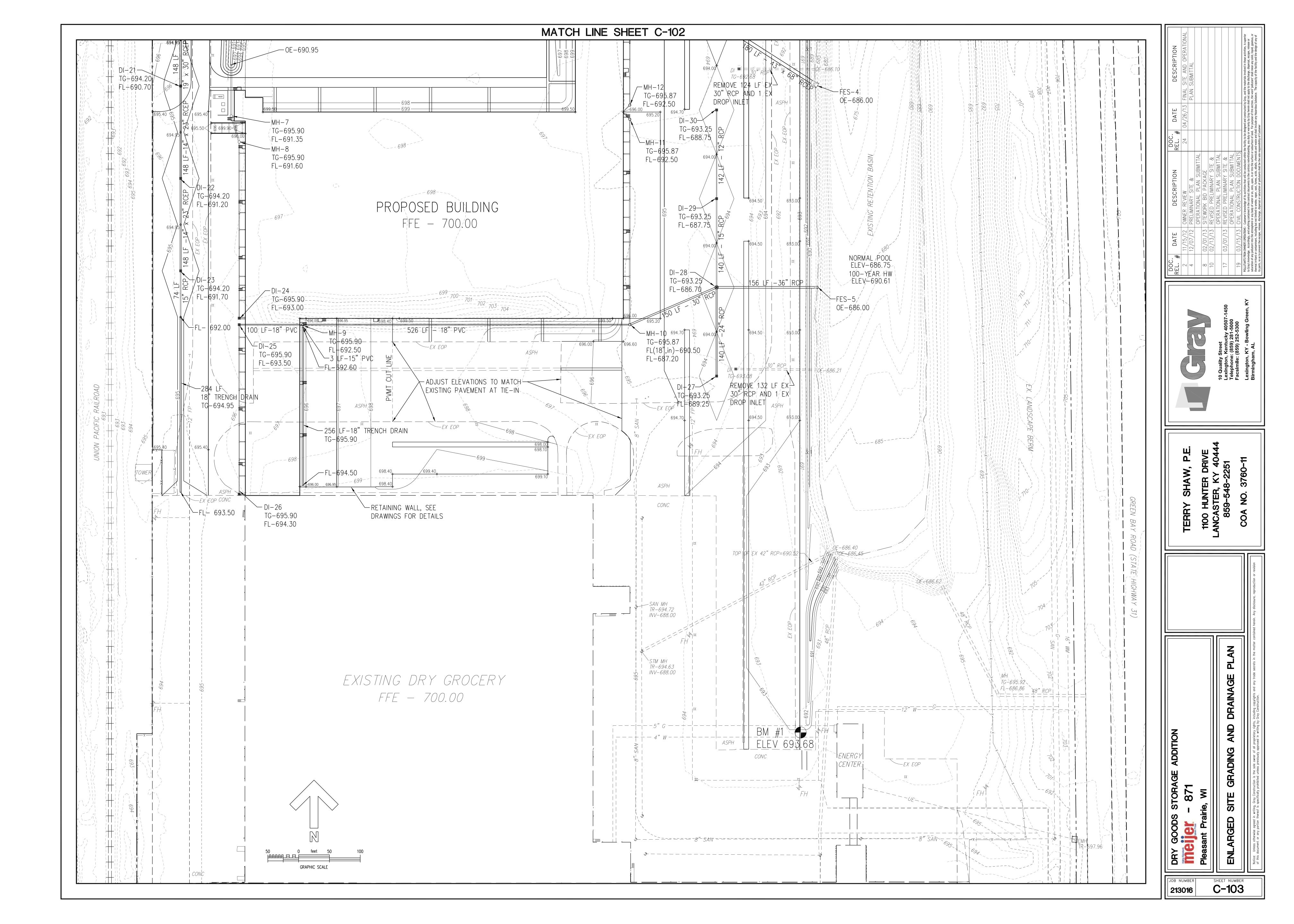


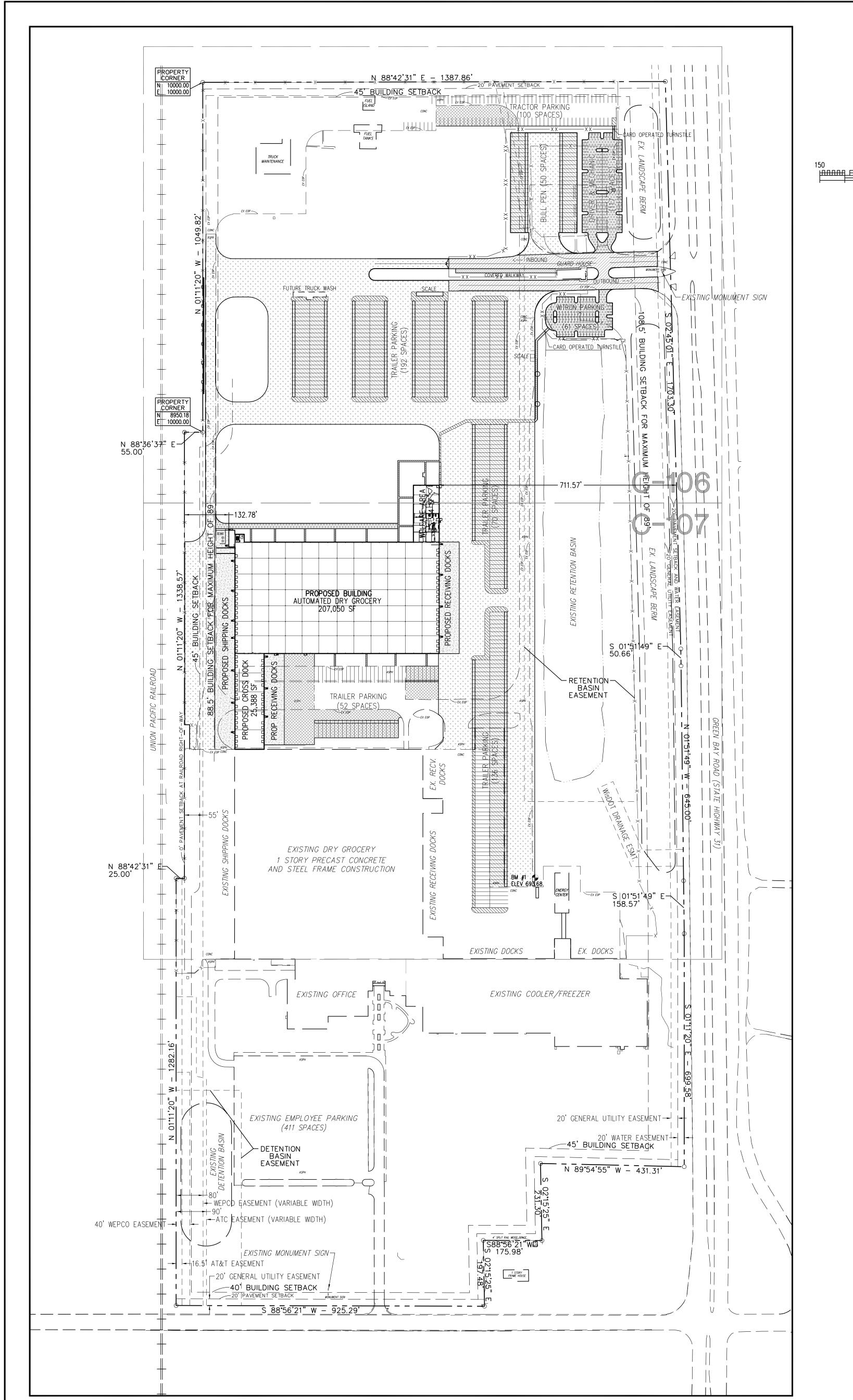


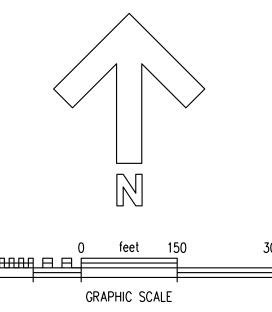
	C-102 C-103

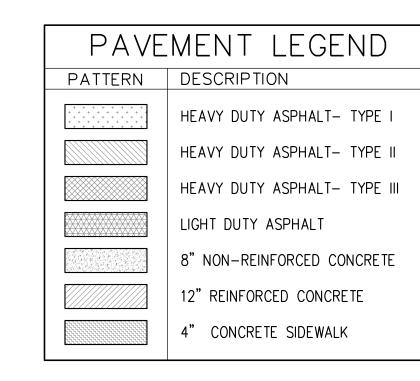
C-102 C-103	GOODS STORAGE ADDITION	SITE GRADING AND DRAINAGE DI AN
	DRY GOODS meijer Pleasant Prairi	SITE GBA
AN	JOB NUMBER S	SHEET N











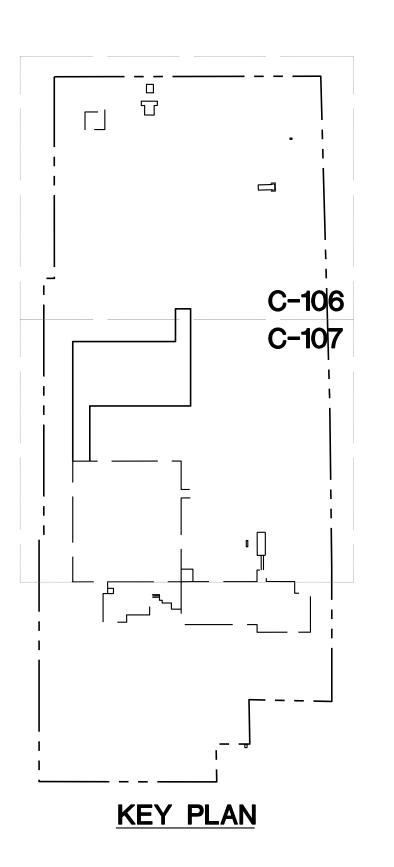
NOTES

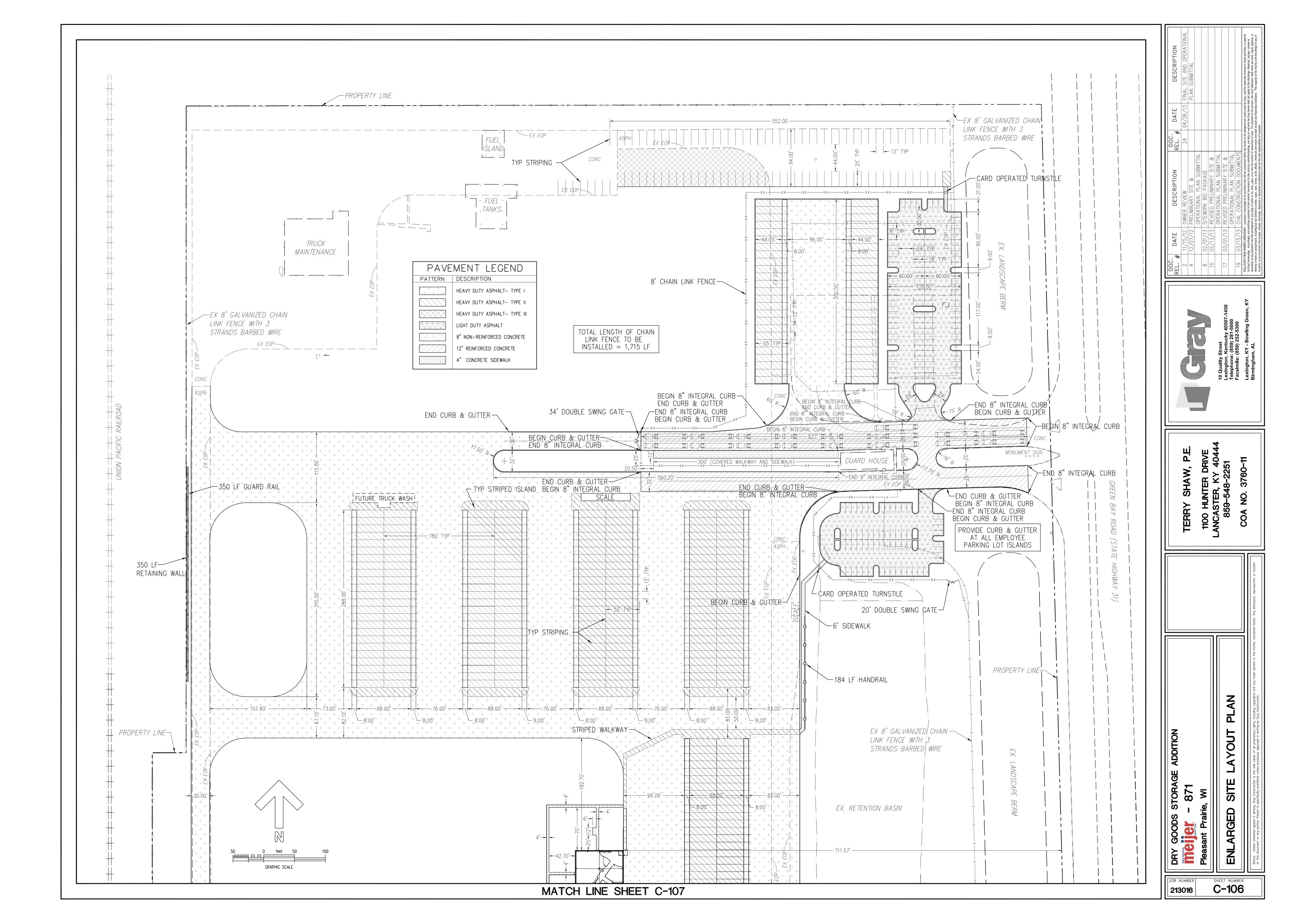
1. ALL DIMENSIONS ARE TO OUTSIDE FOUNDATION/BUILDING WALL, GUTTER LINE OR EDGE OF PAVEMENT

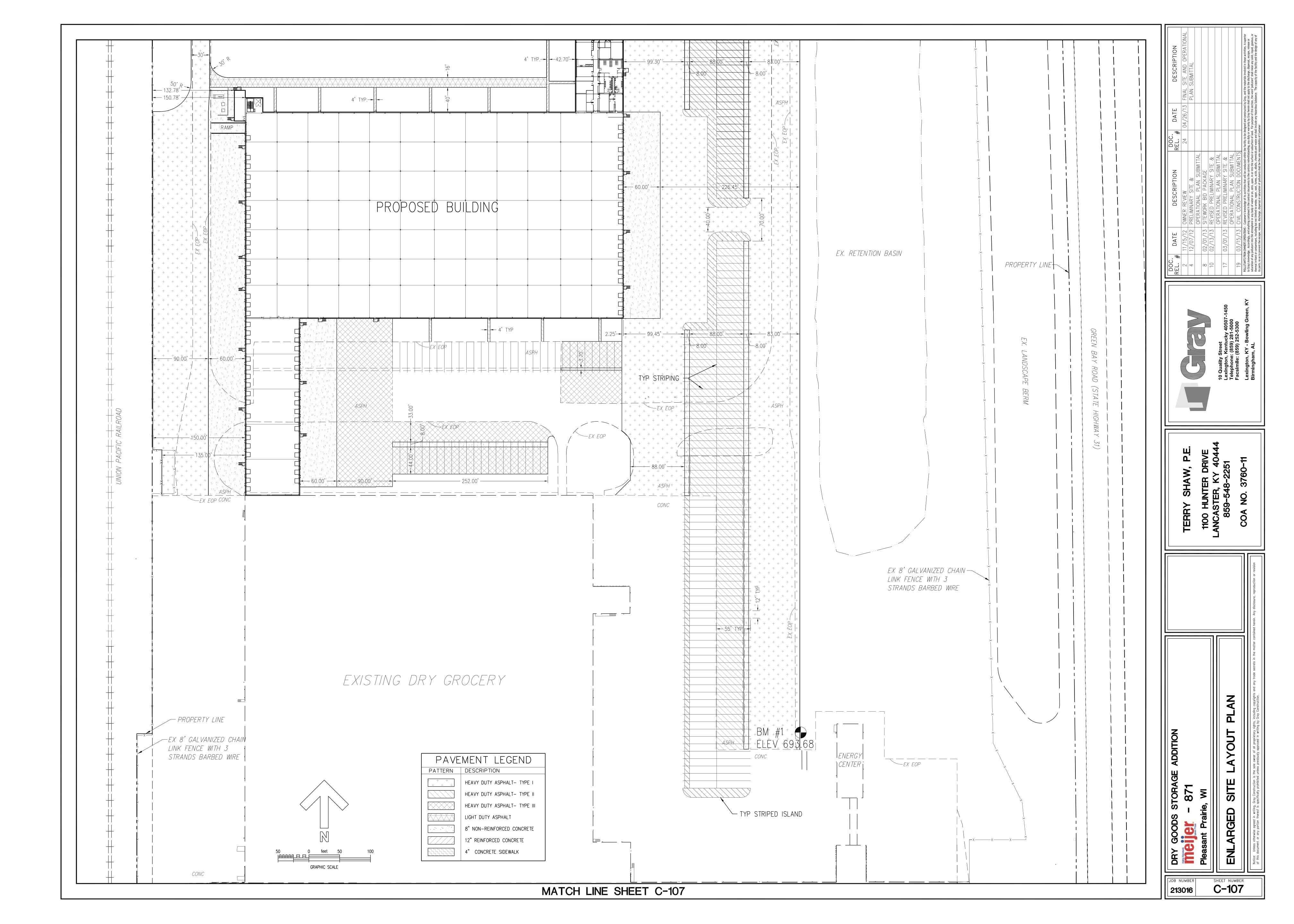
SYMBOLS	DESCRIPTION						
3 11410023	BESOKII HOIV						
	EXISTING/PROPOSED PROPERTY/RIGHT-OF-WAY LI						
■ DI/CI	PROPOSED DROP OR CURB — TYPE I						
■ DI/CI	PROPOSED DROP OR CURB INLET - TYPE II						
☐ FES	PROPOSED CONCRETE FLARED END SECTION						
	PROPOSED MANHOLE						
25 LF-12" STM	PROPOSED STORM PIPING						
W	DOMESTIC WATER						
FP	FIRE PROTECTION						
SAN	SANITARY SEWER (GRAVITY)						
PS							
OE	OVERHEAD ELECTRIC PROPOSED UTILITIES SHOWN S						
UE	UNDERGROUND ELECTRIC						
UT	UNDERGROUND TELEPHONE						
G	GAS						
	POWER POLE						
\longleftarrow GW	GUY WIRE						
-;; LP	LIGHT POLE						
- ⊚ - FH	FIRE HYDRANT						
○ PIV	POST INDICATOR VALVE						
⊗ GV	GATE VALVE						
T TP	TELEPHONE PEDESTAL						
X	EXISTING FENCE						
XX	PROPOSED CHAINLINK FENCE						
	EXISTING TREE LINE						
	EXISTING WATER SURFACE ELEVATION						

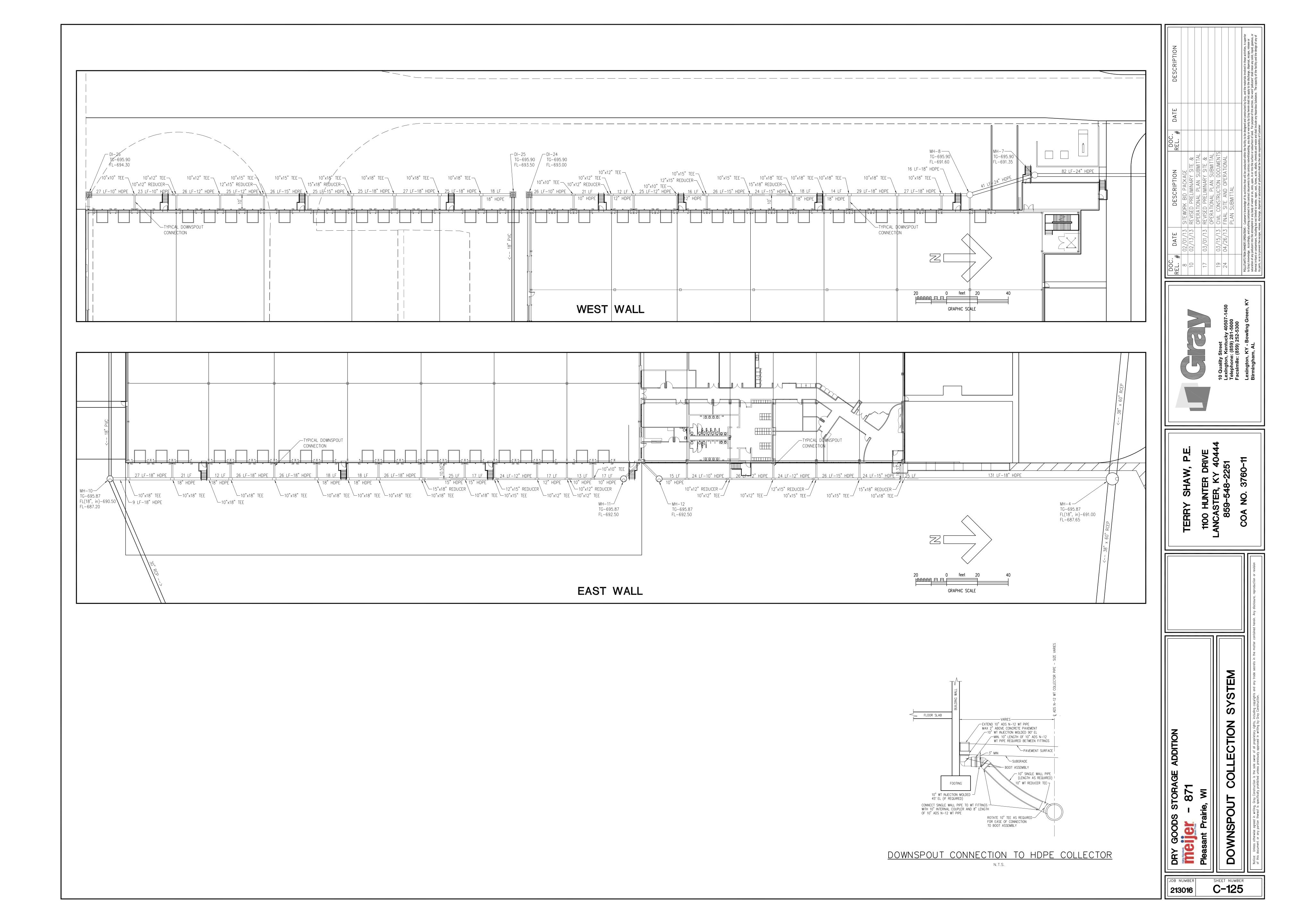
REL.#	DATE	DESCRIPTION	REL.#	DATE	DESCRIPTION
2	11/15/12	OWNER REVIEW	10	02/13/13	02/13/13 REVISED PRELIMINARY SI
4	12/07/12	PRELIMINARY SITE &			OPERATIONAL PLAN SUBI
		OPERATIONAL PLAN SUBMITTAL	17	03/01/13	03/01/13 REVISED PRELIMINARY SI
5	01/11/13	FOOTING AND FOUNDATION			OPERATIONAL PLAN SUBI
		SUBMITTAL	19	03/15/13	03/15/13 CIVIL CONSTRUCTION DOCE
7	01/29/13	FOOTING AND FOUNDATION	24	04/26/13	04/26/13 FINAL SITE AND OPERATI
		RE-SUBMITTAL			PLAN SUBMITTAL
∞	02/01/13	/13 SITEWORK BID PACKAGE			
POLLUTANTS FROM OWNER'S OPE to Gray's knowledge. Accordingly	OM OWNER'S OPERATIONS dge. Accordingly, and an	RATIONS - Customer's knowledge of its activities that will be conducted within the facility to be designed and constructed by Gray, and the materials involved in those activities, is , and anything contained in the contract documents to the contrary notwithstanding, any duty or warranty by Gray herein shall not apply to the discharge, dispersal, escape, releas	n the facility to be des anding, any duty or w	signed and constructed by arranty by Gray herein sh	Gray, and the materials involved in those activities, is all not apply to the discharge, dispersal, escape, relea
saturation of any pollutant into the thermal irritant or contaminant, its parts, so as to prevent the esc	saturation of any pollutant into the atmos thermal irritant or contaminant, including its parts, so as to prevent the escape, rele	saturation of any pollutant into the atmosphere or any body of water or on, onto, upon, in or into the surface or subsurface of land. For purpose of this section, the word "pollutand" shall mean any solid, liquid, ga thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and shall include any Hazardous Substance. The capacity of the facility and the design of its parts, so as to prevent the escape, release, discharge, dispersal or saturation of pollutants shall be the sole responsibility of Customer	or subsurface of land. als and waste and shal responsibility of Custo	For purpose of this section I include any Hazardous S omer	n, the word "pollutant" shall mean any solid, liquid, gr Ibstance. The capacity of the facility and the design o

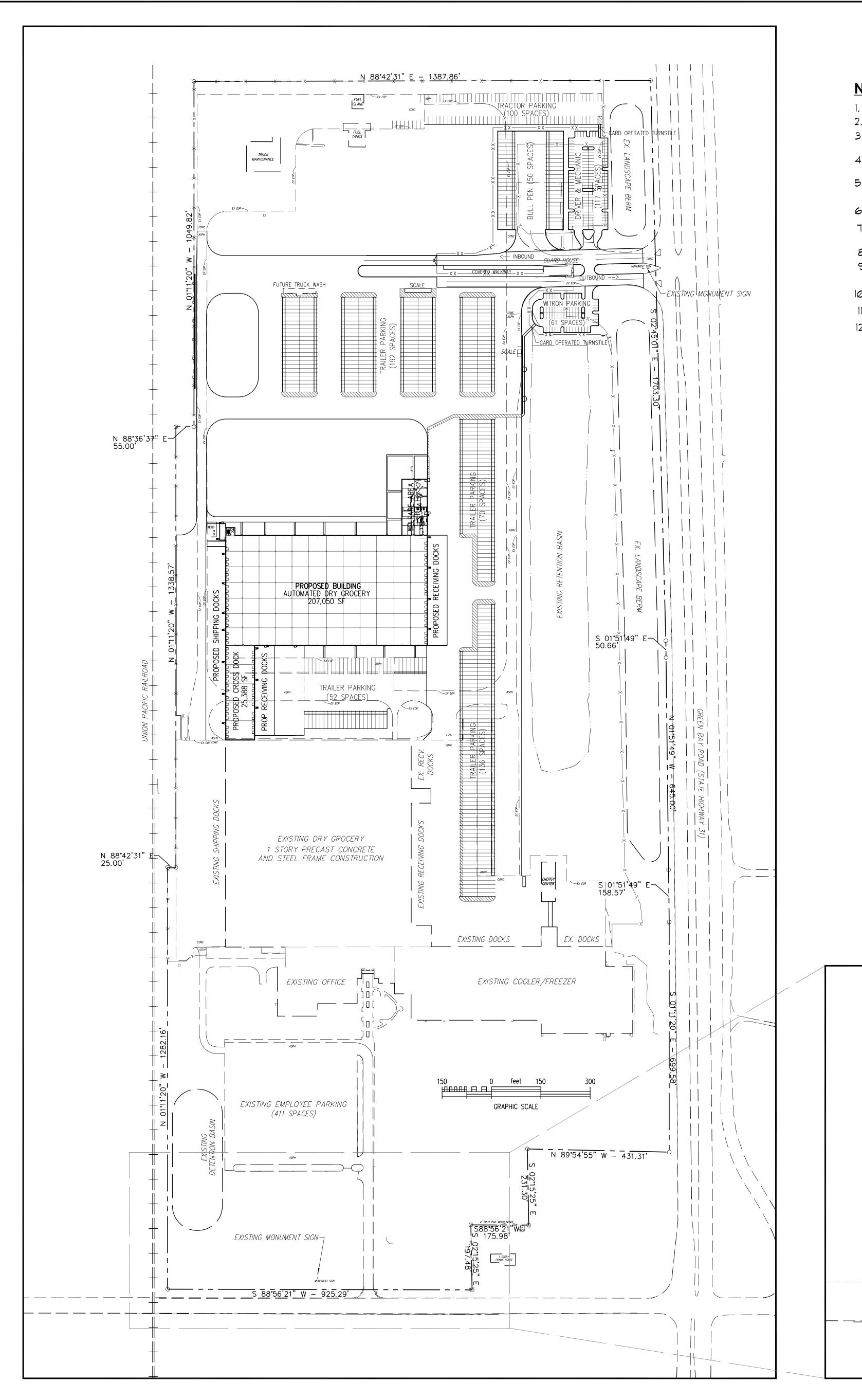






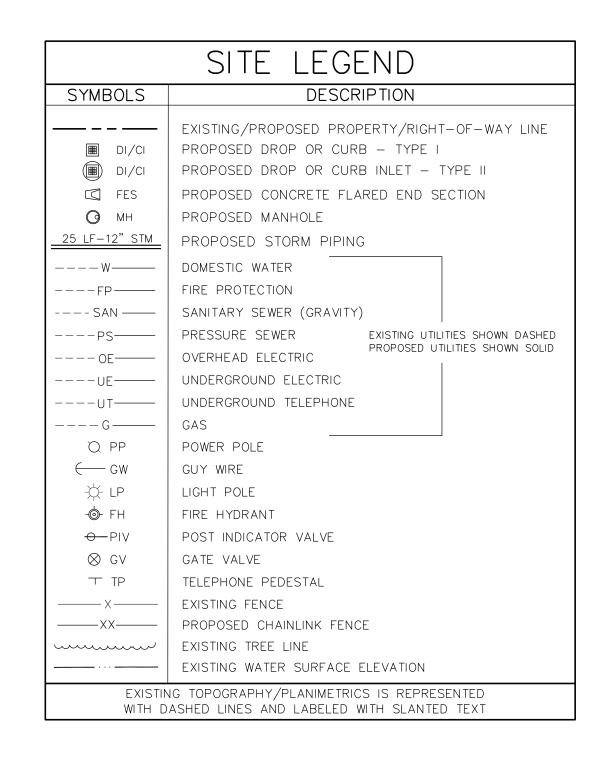


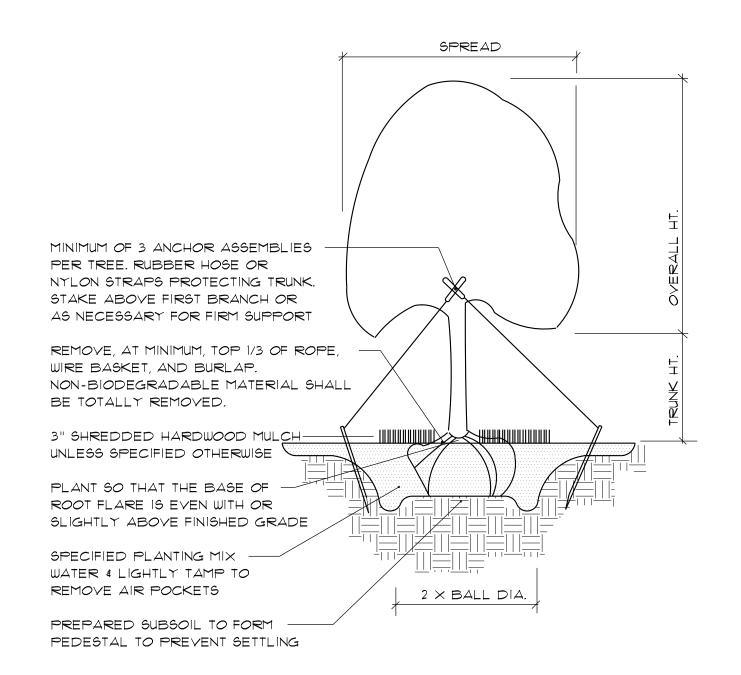




NOTES

- 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 plant material shall conform to American Standard for Nursery Stock as prepared by the American Association of Nurserymen, Inc.
- 4. All plants to be located according to the plan and planted in holes at least twice the size of the plant root ball.
- 5. All plantings to be topdressed with a minimum of three inches of
- shredded hardwood mulch.
- 6. Amend and till planting beds to a minimum depth of 6" prior to planting.
- 7. 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.
- 8. Guarantee all plant material for a period of one year.
- 9. Water all plantings immediately after installation and maintain until project is accepted as complete by owner.
- 10. All planting bed shall have 3 inch shovel cut edges unless noted otherwise on the plan.
- Refer to civil grading plans for landscape berms.
- 12. Plants shown on this plan are indicated at mature size.

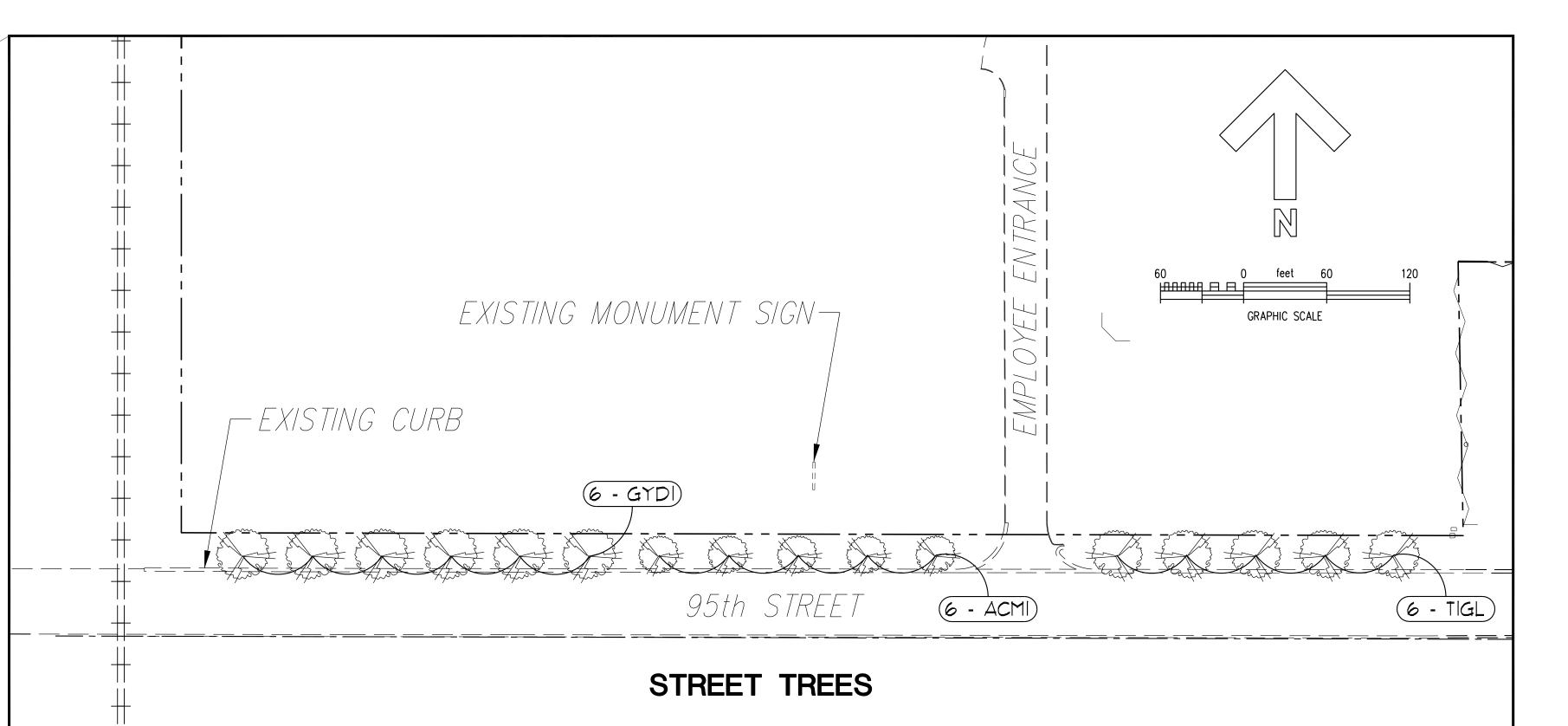


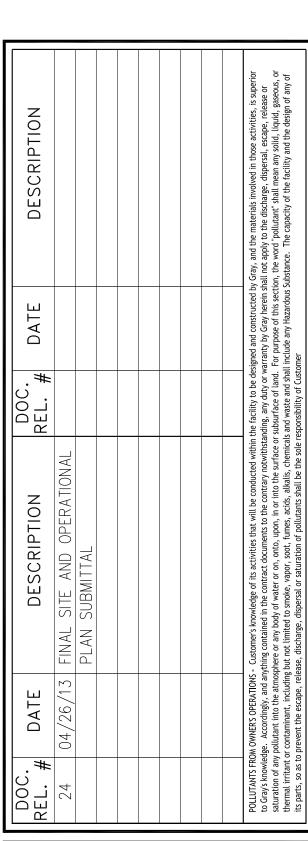


TREE PLANTING - GUYING WIRES NOT TO SCALE

PLANT SCHEDULE - TREES

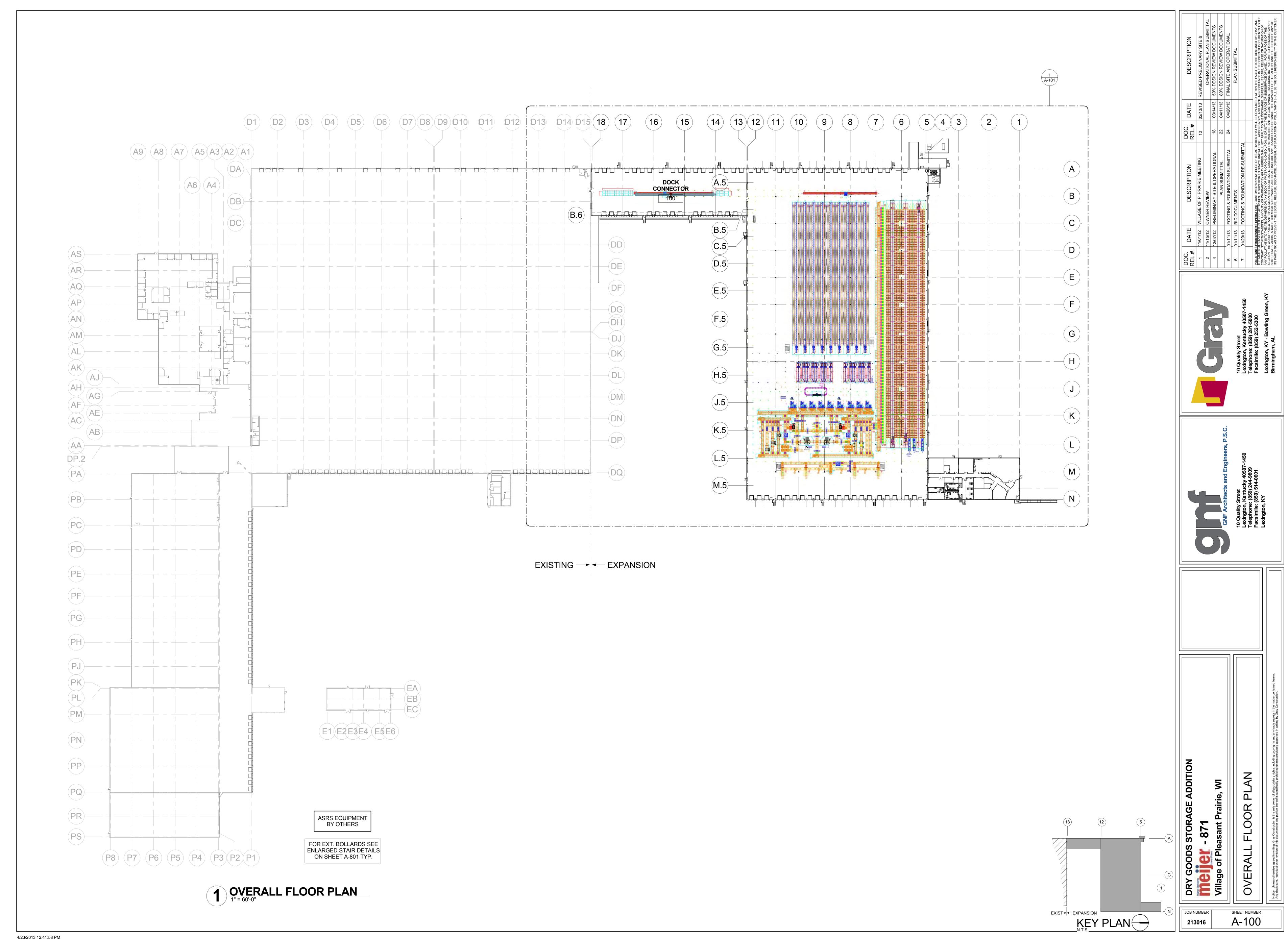
CODE	SCIENTIFIC NAME	COMMON NAME	QTY,	PLANTING SIZE
ACMI	Acer miyabei 'St. Street'	State Street Miyabei Maple	5	2" Cal. B&B
GYDI	Gymnocladus dioicus	Kentucky Coffeetree	6	2" Cal. B&B
TIGL	Tilia cordata 'GlenLeven'	GlenLeven Linden	5	2" Cal. B&B



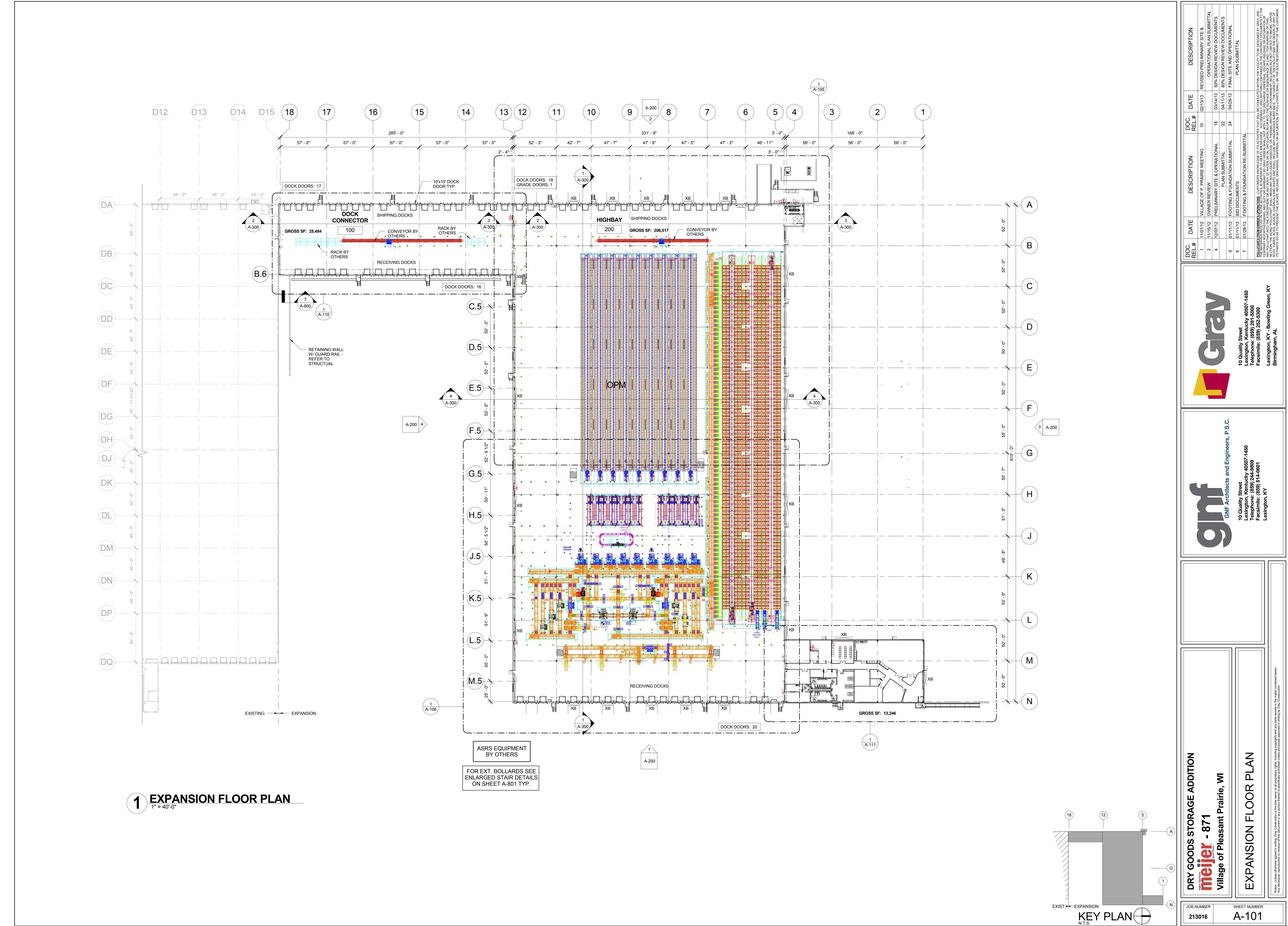




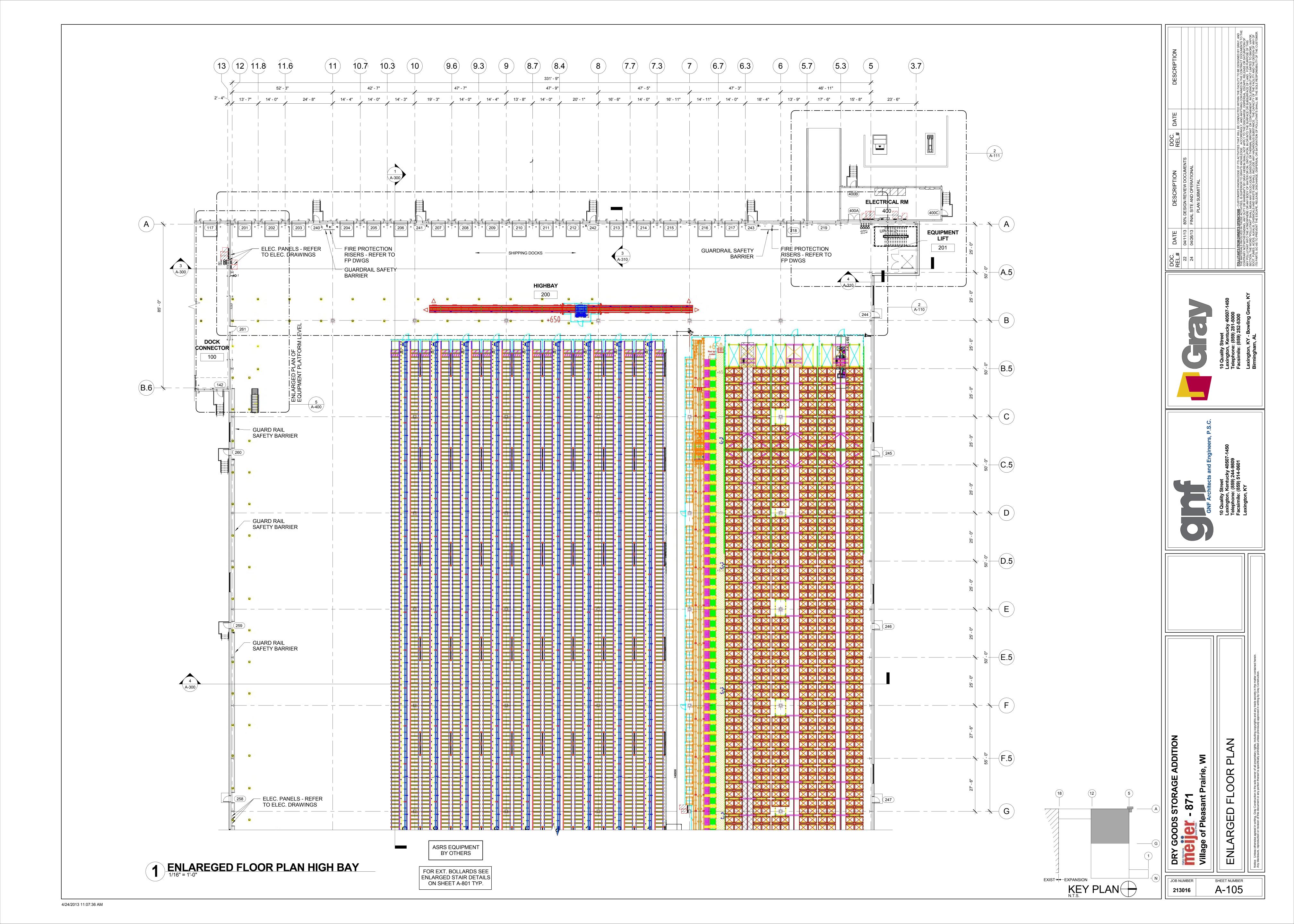
LS-100 213016

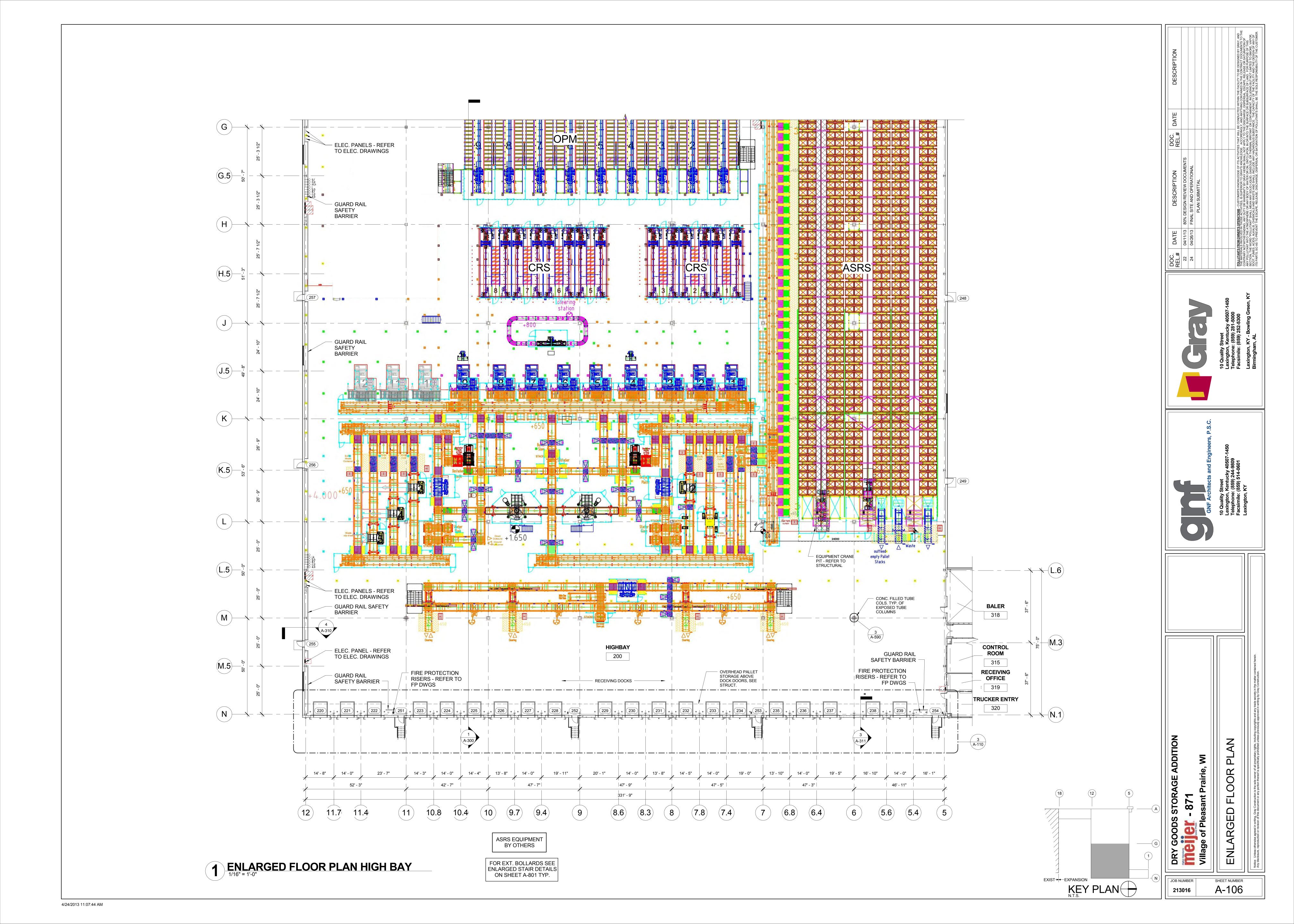


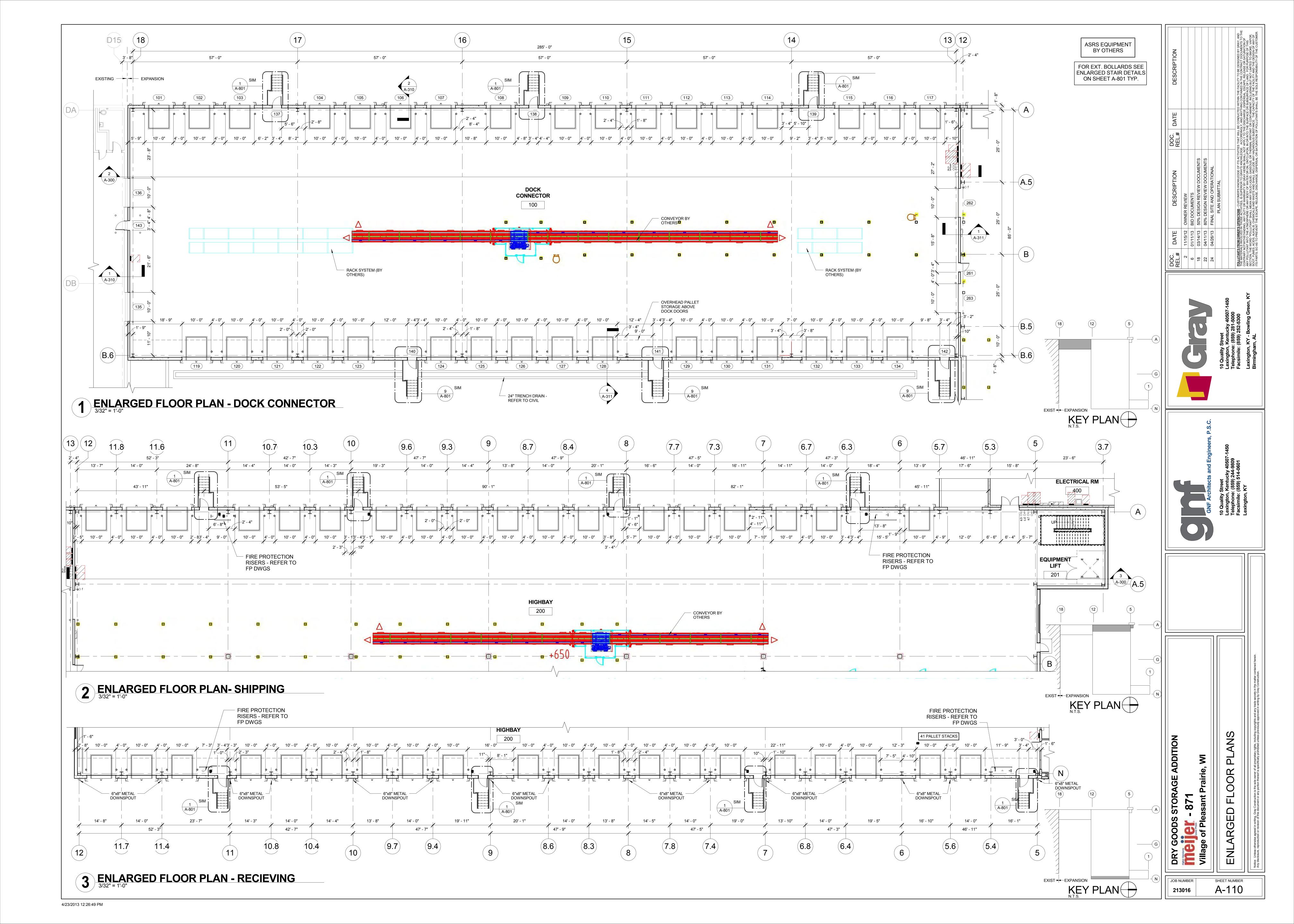
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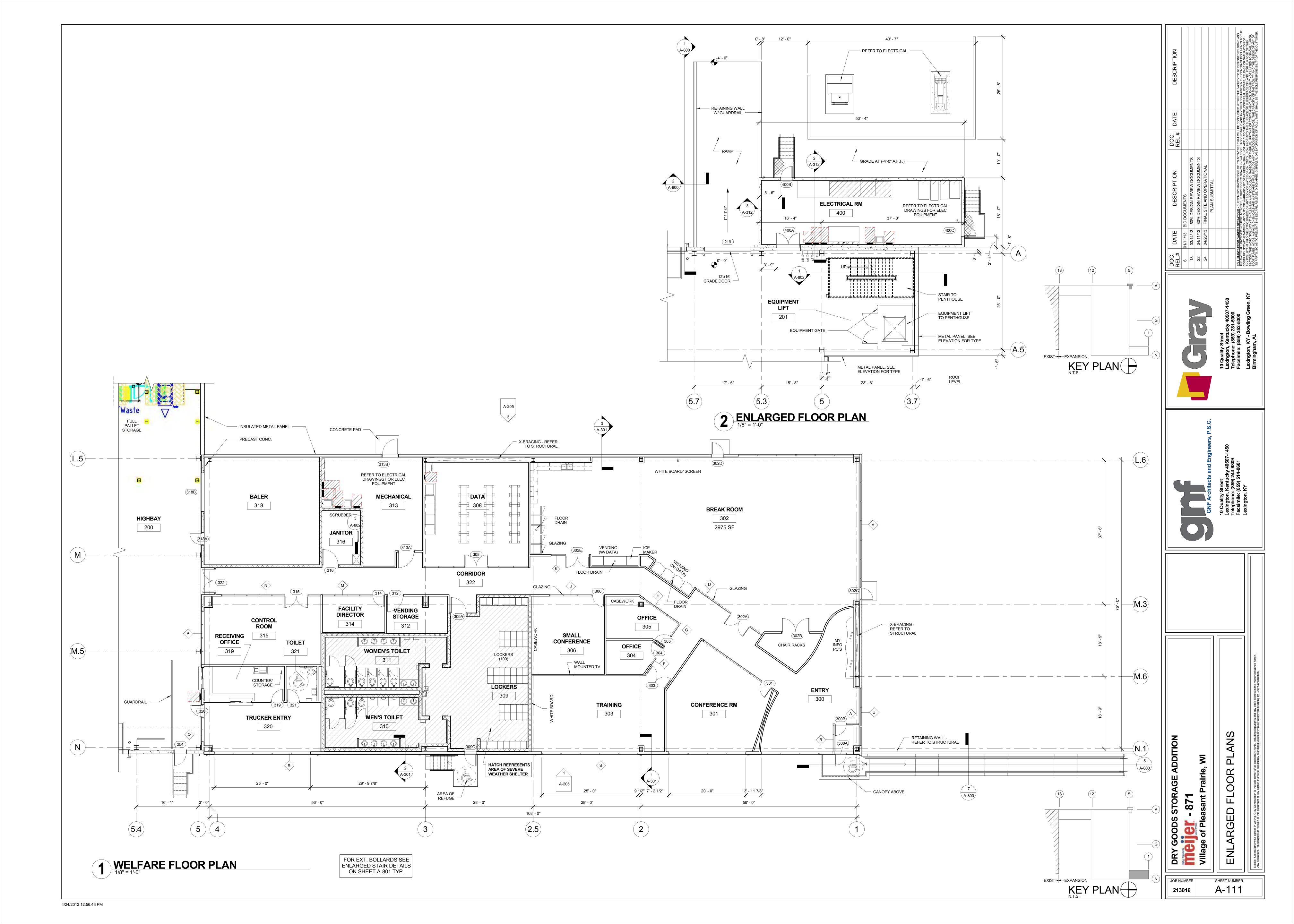


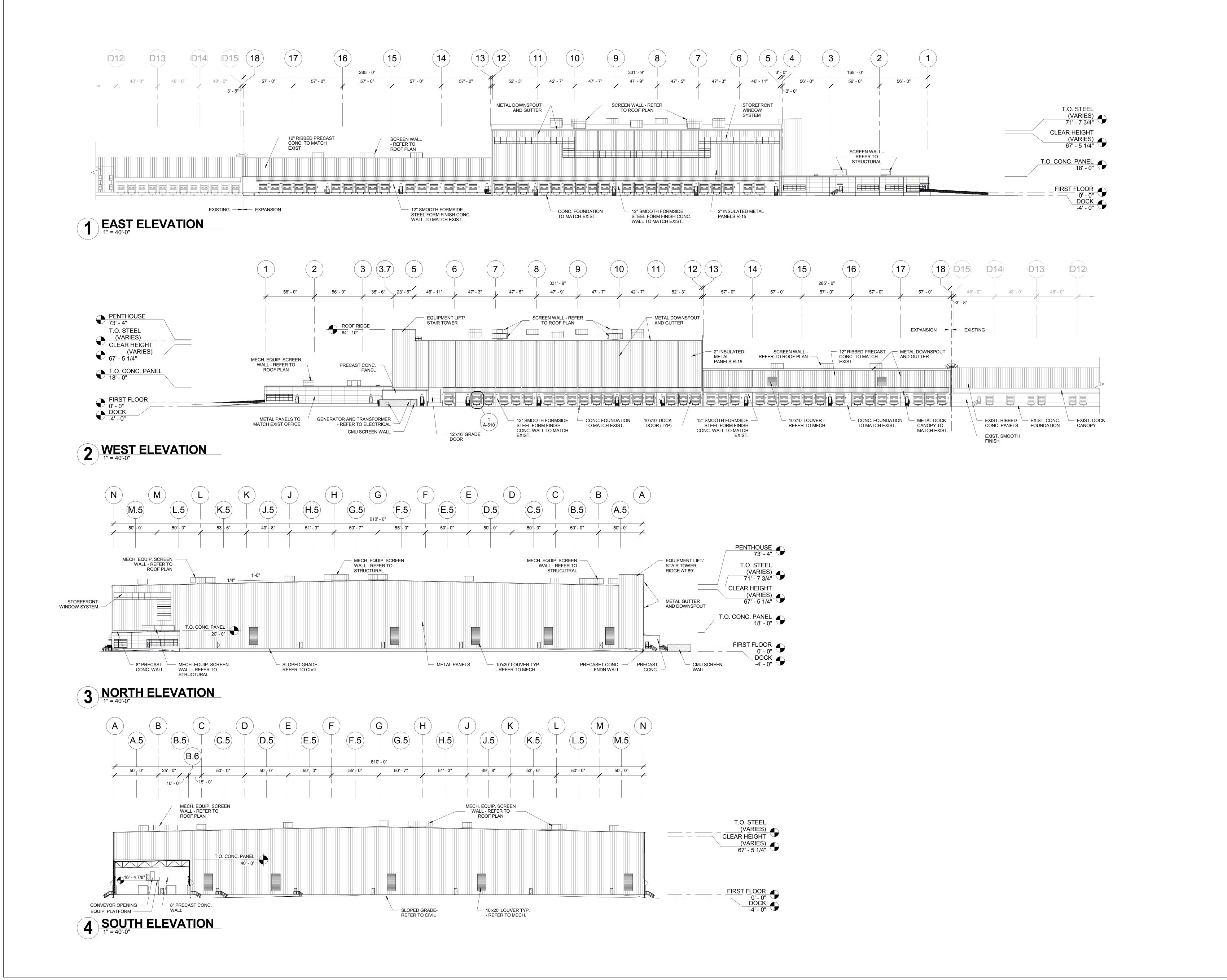
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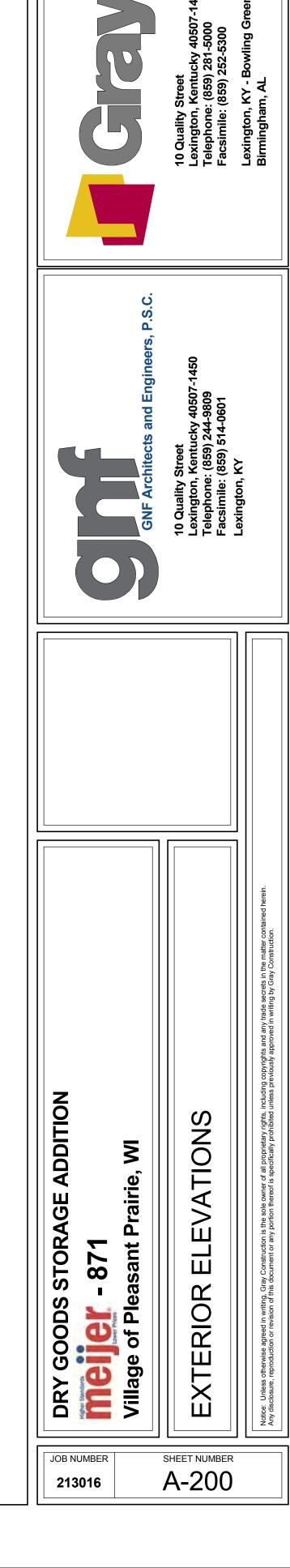




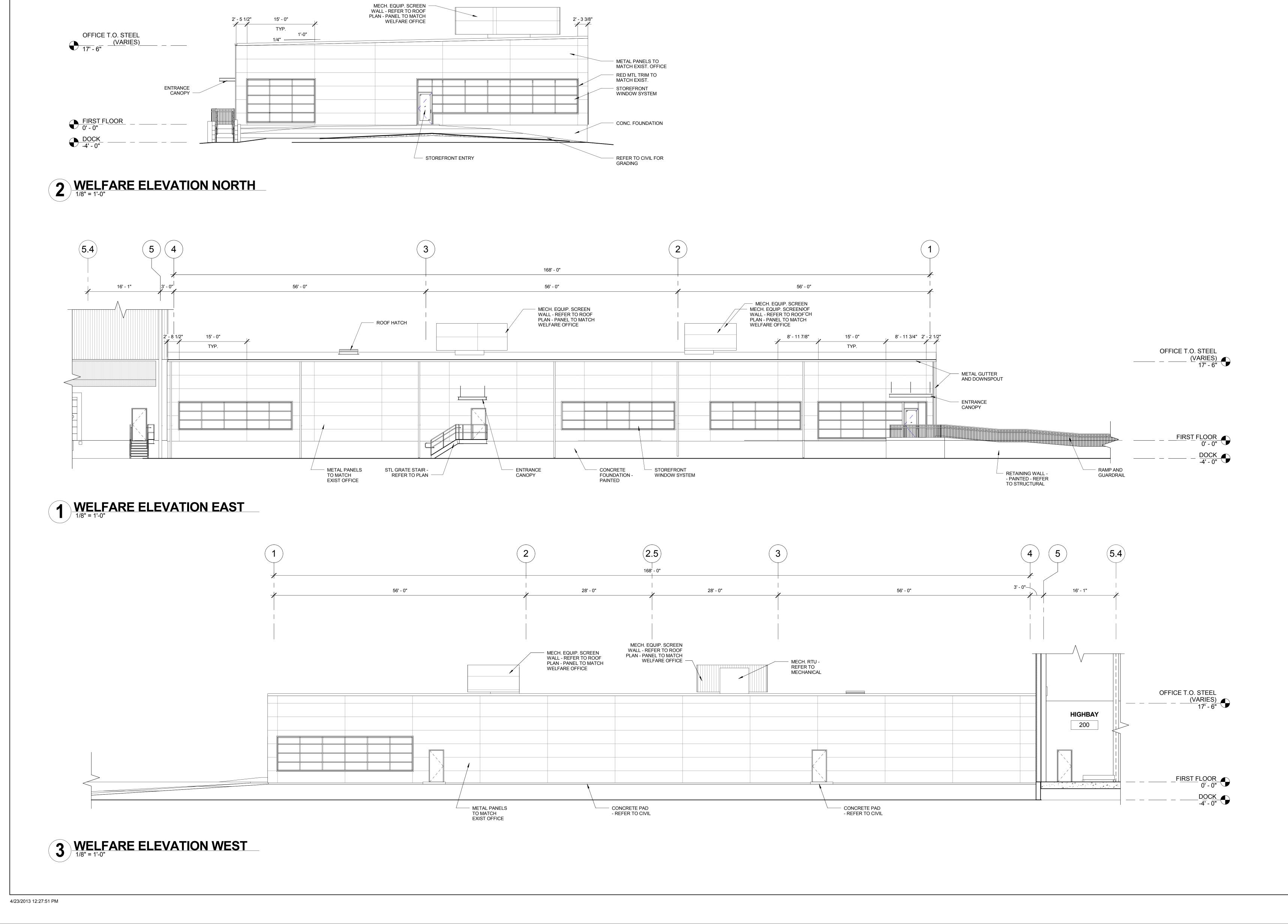








DATE 02/13/13 03/14/13 04/26/13 DOC. 10 10 22 22 24 24



(N.1)

18' - 9"

18' - 9"

37' - 6"

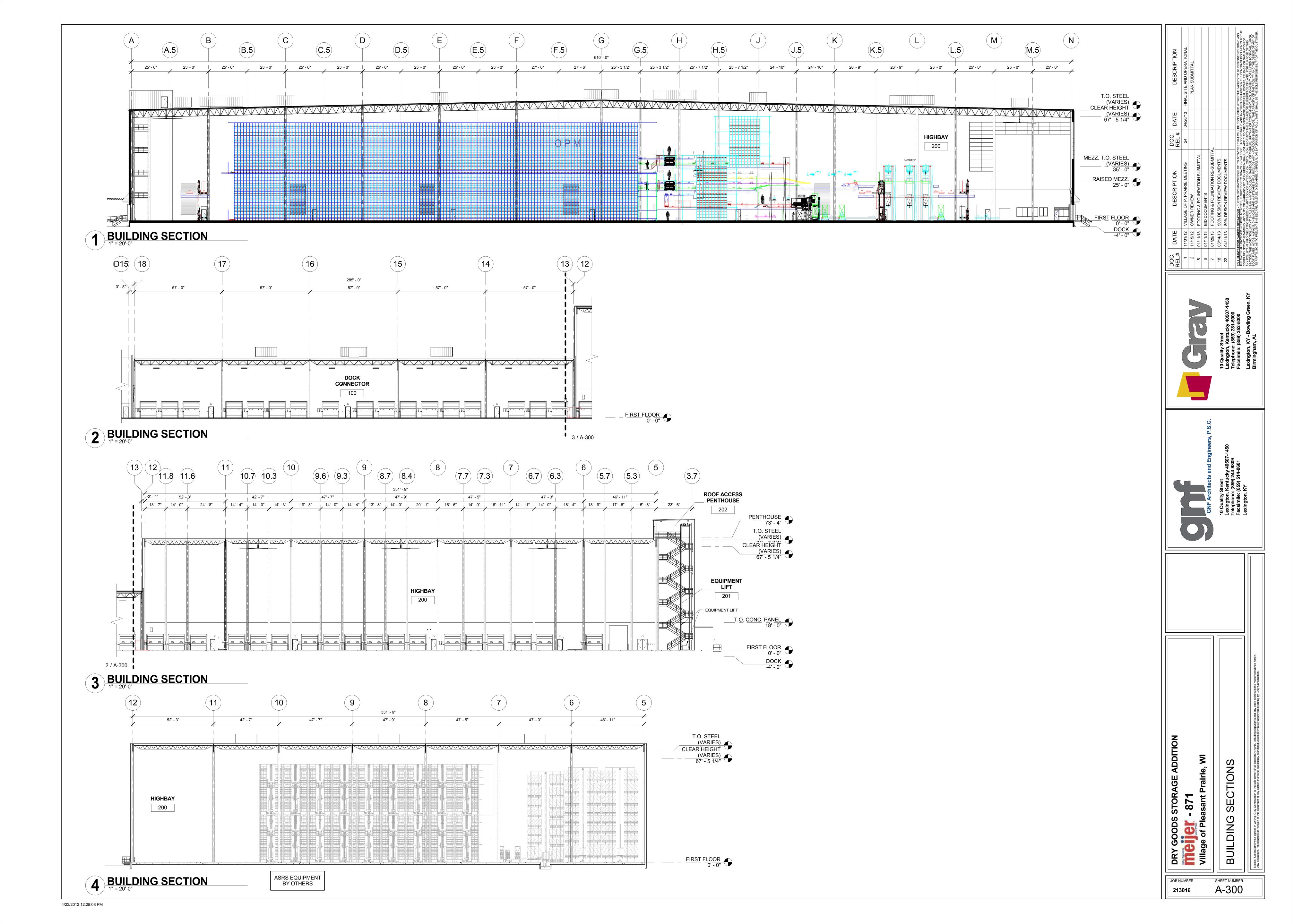
STORAGE,
- 871 JOB NUMBER SHEET NUMBER A-205 213016







REL.#	7		REL.# """		
2	01/11/13	FOOTING & FOUNDATION SUBMITTAL			
9	01/11/13	13 BID DOCUMENTS			
7	01/29/13	13 FOOTING & FOUNDATION RE-SUBMITTAL	٦,		
18	03/14/13	50% DESIGN REVIEW DOCUMENTS			
22	04/11/13	80% DESIGN REVIEW DOCUMENTS			
24	04/26/13	FINAL SITE AND OPERATIONAL			
		PLAN SUBMITTAL			
POLLUTANTS FROM OW THE MATERIALS INVOL CONTRARY NOTWITHS ANY POLLUTANT INTO SECTION, THE WORD "I'S SOOT, FUMES, ACIDS, /		POLLUTANTS FROM OWNER'S OPERATIONS - CUSTOMER'S KNOWLEDGE OF ITS ACTIVITIES THAT WILL BE CONDUCTED WITHIN THE FACILITY TO BE DESIGNED BY GRATHERIALS INVOLVED IN THOSE ACTIVITIES, IS SUPERIOR TO GRAY'S KNOWLEDGE. ACCORDINGLY, AND ANYTHING CONTAINED IN THE CONTRACT DOCUMENT CONTRATY NOT WITH STAND THAT DETAILS OF SATUBATION ANY POLLY OR WARRANTY BY GRAY HEREIN SHALL NOT APPLY TO THE DISCHARGE, DISPERSAL, ESCAPE, RELEASE OR SATUBATION ANY POLLY OR ANY BODY OF WATER OR ON, ONTO, UPON, IN O THE DISCHARGE, DISPERSALE, GE AND. FOR PURPOSE OF THE SECTION, THE WORD "POLLUTANT" SHALL MEAN ANY SOLID LIQUID, GASEOUS, OR THERMAL IRRITANT OR CONTAMINENT, INCLUDING BUT NOT LIMITED TO SMOKE, VSOOT, FUMES, ACIDS, ALKALIS, CHEMICALS AND WASTE AND SHALL INCLUDE ANY HAZARDOUS SUBSTANCE. THE CAPACITY OF THE FACILITY AND THE DESIGN OF A STEP PARTS, SO AS TO PREVENT THE ESCAPE, RELEASE, DISCHARGE, DISPERSAL OR SATURATION OF POLLUTANTS SHALL BE THE SOLE RESPONSIBILITY OF THE CU	TIES THAT WILL SE. ACCORDING OT APPLY TO TH NN. IN OR INTO T ERMAL IRRITAN ZARDOUS SUBS	BE CONDUCTE 3LY, AND ANYT IE DISCHARGE HE SURFACE C F OR CONTAMII TANCE. THE C	D WITHIN THE FACILITY TO BE DESIGNED BY GRAHING CONTAINED IN THE CONTRACT DOCUMENT DISPERSAL, ESCAPE, RELEASE OR SATURATION R SUBSURFACE OF LAND. FOR PURPOSE OF THENT, INCLUDING BUT NOT LIMITED TO SMOKE, VAPACITY OF THE FACILITY AND THE DESIGN OF A SHALL BE THE SOLE RESPONSIBILITY OF THE CU



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.**

Recommendation:

Village staff recommends that the Village Plan Commission send a favorable recommendation to the Village Board to approve the **Lot Line Adjustment** subject to the comments and conditions of the May 28, 2013 Village Staff Report.

VILLAGE STAFF REPORT OF MAY 28, 2013

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.**

The properties located at 3300 99th Street (92-4-122-243-0220) and the adjacent property (92-4-122-243-0145) with a detached garage located at the corner of 33rd Avenue and 99th Street are owned by Deborah Lemay who is requesting to adjust the common property line.

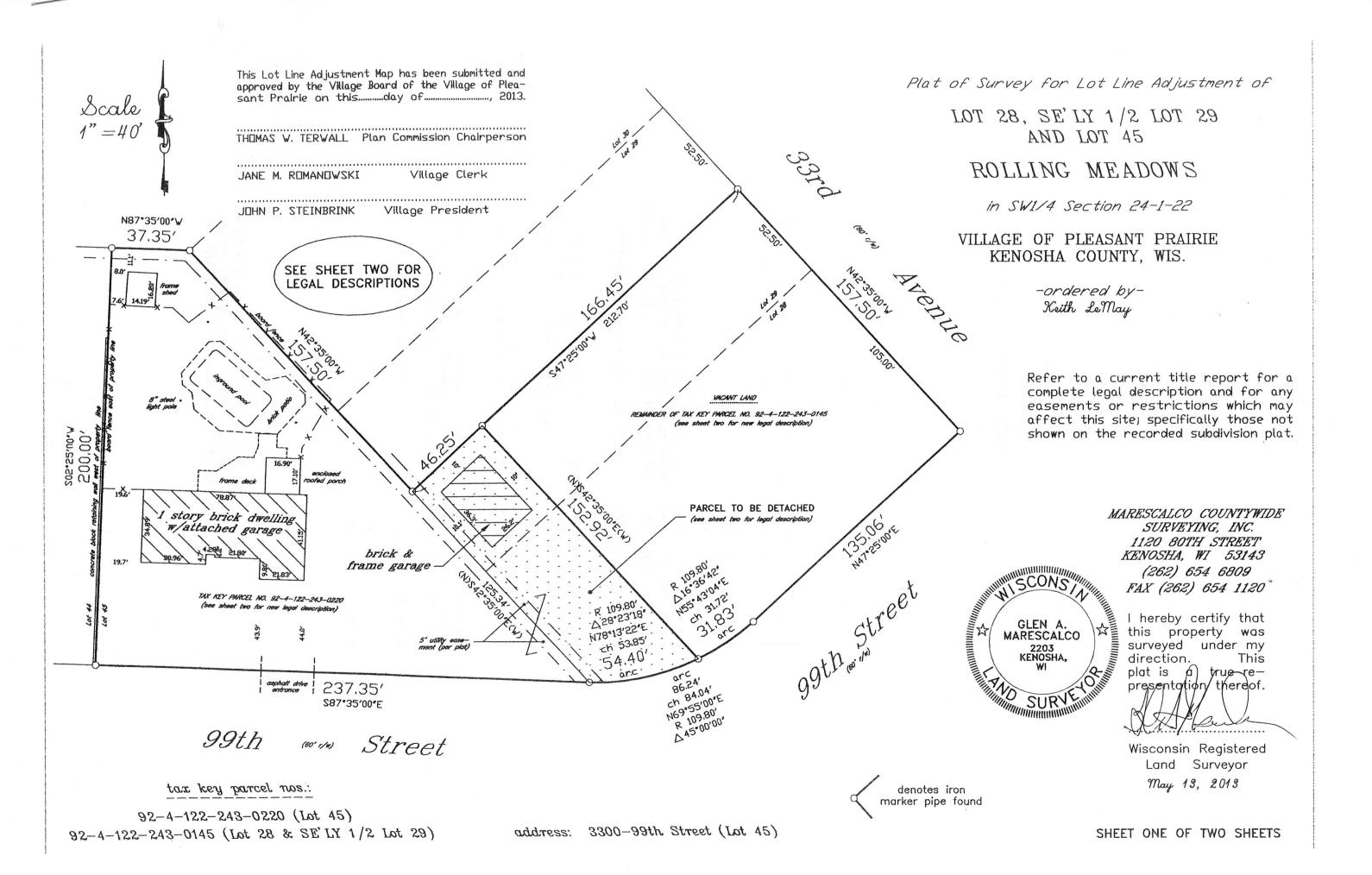
The rear approximately 46.25 feet of the property with the existing detached non-conforming garage is proposed to be added to the property at 3300 99th Street. The detached garage is non-conforming in that a home is not located on the property. Therefore, after the lot line adjustment the non-conforming garage will become a conforming use on the property at 3300 99th Street with the existing home.

Both properties are zoned R-4, Urban Single Family Residential District which requires lots to be a minimum of 10,000 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 structures on the property after the lot line adjustment comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

The Village 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 within 30 days of final Village approval.

DEBORAH LEMAY I AM ABRING FOR A LOT LINE ADJUSTIMENT TO POT THE EXTRA GARAGE ON THE HOUSE Take You Dalorel JeMas 3300994 st. owned by De burch leMay 92-4-122-243-0220 vacant property 92-4-122-243-0145 owed by Deborch leMay



MARESCALCO COUNTYWIDE SURVEYING, INC. 1120 80TH STREET KENOSHA, WI 53143 (262) 654 6809 FAX (262) 654 1120

May 13, 2013

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PRECEDE EACH OF THE FOLLOWING LEGAL DESCRIPTION WITH THIS PREAMBLE

Part of the Southwest Quarter of Section 24, Town 1 North, Range 22 East of Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

PARCEL TO BE DETACHED FROM TAX KEY PARCEL NO. 92-4-122-243-0145

AND ADDED TO TAX KEY PARCEL NO. 92-4-122-243-0220......

The southwesterly 46.25 feet off the Southeasterly Half of LOT 29 and all of LOT 28 of ROLLING MEADOWS, a plat on file and recorded at the Kenosha County Land Registry on March 21, 1965 as per Document No. 436244.

NEW LEGAL OF TAX KEY PARCEL NO. 92-4-122-243-0145.....

LOT 28 and Southeasterly Half of LOT 29, EXCEPTING THEREFROM the Southwesterly 46.25 feet of ROLLING MEADOWS, a plat on file and recorded at the Kenosha County Land Registry on March 21, 1965 as per Document No. 436244.

NEW LEGAL OF TAX KEY PARCEL NO. 92-4-122-243-0220.....

LOT 45 and Southwesterly 46.25 feet off the Southeasterly Half of LOT 29 and all of LOT 28 of ROLLING MEADOWS, a plat on file and recorded at the Land Registry on March 21, 1965 as per Document No. 436244.

SHEET TWO OF TWO SHEETS