

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39<sup>th</sup> AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
OCTOBER 14, 2013  
AGENDA**

1. Call to Order.
2. Roll Call.
3. Consider the minutes of the September 23, 2013 Plan Commission meeting.
4. Correspondence.
5. Citizen Comments.
6. New Business.
  - A. Consider the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for approval of a **Certified Survey Map** to subdivide the property into two parcels and **Development Agreement and related documents** for the extension of the public sidewalk in 77<sup>th</sup> Street.
  - 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 Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for the proposed development of the Regner Veterinary Clinic, a 4,787 square foot small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical services.
  - C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street to amend The Prairie Ridge West Commercial Development Planned Unit Development related to lot size and setback requirements.
  - D. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS** for the request of Rick Campagna to operate a tattoo and body-piercing studio (to be known as Earth Ink Tattoo and Piercing), in the Willow Point Retail Center located at 8501 75<sup>th</sup> Street.
7. Adjourn.

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

**The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39<sup>th</sup> 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.  
September 23, 2013**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on August 12, 2013. Those in attendance were Thomas Terwall; Donald Hackbarth; Andrea Rode (Alternate #2); Jim Bandura; John Braig; and Judy Juliana (Alternate #1) Michael Serpe and Wayne Koessl were excused. Also in attendance was Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER THE MINUTES OF THE SEPTEMBER 9, 2013 PLAN COMMISSION MEETING.**

John Braig:

So moved to approve.

Jim Bandura:

Second.

Tom Terwall:

**MOVED BY JOHN BRAIG AND SECONDED BY JIM BANDURA TO APPROVE THE MINUTES OF THE SEPTEMBER 9, 2013 PLAN COMMISSION MEETING AS PRESENTED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- 4. CORRESPONDENCE.**

None.

- 5. CITIZEN COMMENTS.**

Tom Terwall:

If there's anybody in the audience that wishes to raise an issue now would be your opportunity to do so. We would ask that you step to the microphone and begin by giving us your name and address. Anybody wishing to speak under citizens' comments?

## 6. NEW BUSINESS

- A. Consider the request of Jeffery Marlow, President of Lexington Homes Inc., agent for the owner, Cobblestone Creek Apartment LLC, to amend Chapter 420 Attachment 3 Appendix C Specific Development Plan 31 entitled Cobblestone Creek Planned Unit Development Unit Development (PUD) located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development known as Cobblestone Creek.**

On August 20, 2012 the Village Board approved a Certified Survey Map, Development Agreement and a Zoning Text and Map Amendment (Ord. #12-25 and #12-26) to rezone the property located south of Prairie Ridge Blvd. between 91<sup>st</sup> and 94<sup>th</sup> Avenues and north of 80<sup>th</sup> Street in the Prairie Ridge Development to R-11 (PUD), Multi-Family Residential District with a Planned Unit Development Overlay District for the proposed development of 4-apartment buildings (2-40 unit and 2-48 unit buildings for a total of 176-apartment units--including 72 efficiency units, 68-1 bedroom units and 36-2 bedroom units) and a clubhouse to be known as Cobblestone Creek and to create the specific PUD zoning regulations for this development. The PUD included the approval of the specific plans for the 40 unit buildings, the club house and conceptual plans for the 48 unit buildings.

In 2012 work commenced on the development site and in July 2013 the first 40 unit apartment building was completed and nearly all of the units were occupied with the exception of the five (5) efficiency units. The club house is nearly completed and second 40 unit building is under construction with a waiting list to lease units in this building.

The Developer has seen a greater than anticipated demand for larger units rather than the smallest efficiency units being offered and is requesting to amend the floor plan of the second 40-unit building under construction which results in the reduction of the number of units--from 40 to 36 units--while keeping the same exterior appearance as previously approved. The redesigned building eliminates the efficiency style units (loft efficiency units are still available), which allows an increase to the size of some of the units to better suit the demand and allows ½ baths to be added in a large number of units. With the changes to the 40 unit buildings, the developers re-evaluated the 48 unit buildings and are proposing to change the unit design within these two buildings as well. The larger buildings will have the same footprint and exterior design as previously approved however the unit count is reduced from 48-to 44 units per buildings.

The Development, with the proposed revisions to the unit floor plans, is proposed to include: a 36-unit building, a 40-unit building and two 44-unit buildings with a total of 164 units (rather than 176 as originally approved) with the following general types of units:

- 56 efficiency units (72 efficiency units originally approved)
- 70 1-bedroom units (68 1-bedroom units originally approved)

- 38 2-bedroom units, (36 2-bedroom units originally approved)

As a result of the proposed changes the Cobblestone Creek Planned Unit Development is proposed to be amended to reflect these changes including revisions to the following Exhibits included in the PUD:

- Exhibit 4: Architectural Building Plans for the one 40-unit building
- Exhibit 5: Architectural Building Plans for the one 36-unit building
- Exhibit 6: Architectural Building Plans for the two 44-unit buildings

The Developers continues to anticipate less than 10% of the occupants will have children or less than 5% of the apartments housing school age children.

Tom Terwall:

Is there anybody wishing to comment on this matter? Anybody wishing to comment? Now I'm going to open it up to Commissioners and staff.

John Braig:

When this was first approved we were assured that it was going to be a quality product, but to follow up with something like this is very rare.

Don Hackbarth:

I drove past Cobblestone the other day and this is a beautiful building.

Jeffery Marlow:

We have a waiting list for people that would like to get in and we have 100% occupancy on the building that is done.

Don Hackbarth:

I move approval.

Jim Bandura:

Second.

Tom Terwall:

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



Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- B.** Consideration of the request of Chad Nicpon of Design 2 Construct, agent for Muskie Enterprises, Inc., owner of the property located at 10700 88<sup>th</sup> Avenue in LakeView Corporate Park for approval of **Site and Operational Plans** for a 48,562 square foot addition, installation of 12 storage tanks and other site improvements to the Olds Products facility.

In 1995, Olds Products Company constructed the existing 48,392 square foot facility located at 10700 88<sup>th</sup> Avenue located in the LakeView Corporate Park and at the time relocated all manufacturing and administrative operations to Pleasant Prairie.

Olds manufactures their traditional yellow salad mustard and a complete range of specialty flavored mustards. In total, they currently offer twenty-one "house" mustards and dozens of "made to order" blends for our customers. Their current packaging options provide a wide variety of formats available for all mustard flavors and includes:

- 4/1 gallon plastic wide-mouth (food service)
- 3-gallon bag-in-box (condiment systems – wall-mount systems)
- 5-gallon bag-in-box
- 55-gallon fiber drums with liners
- 250-gallon totes (wooden and/or corrugated)
- bulk tanker trucks (approximately 45,000 lbs.)

According to the application, Olds Products Company was founded in Chicago, and is the largest private label mustard manufacturer in the country. Their products are featured nationwide and worldwide by customers in the retail, food service, distribution and ingredient markets.

At this time the petitioner is requesting to construct a 48,562 square foot addition to the building, add 12 additional silos and add a fire lane with a second access to 88<sup>th</sup> Avenue (CTH H) and add 10 truck/ trailer parking spaces. The total building size after addition is proposed to be 96,954 square feet.

The addition will contain both production and warehousing. Approximately 20,000 square feet of the addition will be used to fill bottles with multiple types of mustard, label the bottles, and package them onto pallets ready for shipment. This will be accomplished with a number of assembly lines both manual and automatic. Approximately 7,000 square feet of the addition will house multiple vertical tanks used in the process of making mustard. The tanks will not contain any hazardous materials. They will house raw materials, water, or function as part of the mustard making process. The remaining area of the 48,562 square foot addition will be utilized for storage until more production/packaging lines are needed.

A total of 12 tanks are proposed to be installed along the north side of the building. The proposed tanks will be used to store additional raw materials for mustard production, as well as storage of

the final product awaiting the bottling process. Currently, four (4) to six (6) new tanks will be installed immediately, with the potential for four (4) future tanks used for the same function. Two (2) smaller tanks will be used to store ethyl alcohol in which one (1) of these tanks will be installed at a future date, if needed. These tanks will be enclosed with a fence and employ spill containment per NFPA requirements.

A fire lane along the east and south side of the building will provide for a complete fire loop around the building. In addition, 10 trailer parking spaces are proposed south of the existing parking lot area on the west side of the site. This will eliminate any trailer parking sporadically located through-out the existing parking lot. In addition, an exit only driveway access to 88th Avenue is proposed. The petitioner has contacted Gary Sipsma, Director of Public Works for Kenosha County. The County has approved the location of the driveway provided that the turning radius of a truck does not force the driver to cross the lane into oncoming traffic when turning right out of the site. The petitioner intends to modify the plans to incorporate a 60'-0" radius on the right side of the drive access and a 30'-0" radius on the left side.

The property is zoned M-2, General Manufacturing District and the proposed use is allowed as a permitted use in the M-2 District.

Currently, the facility employs 65 people and the addition is proposed to add 2 more employees. The facility operates in 3 shifts (20-30 employees per shift) 24 hours a day, six (6) days per week. The maximum number of employees on site at any time is 30 employees therefore, the existing 66 parking spaces (including 3 handicapped accessible parking spaces) is adequate for the use.

Tom Terwall:

Did the original building have some type of special coating or is it in the cement? Will the addition have something like this?

Chad Nicpon:

Yes, the finish coat will have something in it to resist the vinegar.

Don Hackbarth:

I move approval

Andrea Rode:

I'll second.

Tom Terwall:

**IT'S BEEN MOVED BY DON HACKBARTH AND SECONDED BY ANDREA RODE TO APPROVE TO APPROVE THE SITE AND OPERATIONAL PLANS FOR THE OLDS PRODUCTS FACILITY, SUBJECT TO THE TERMS AND CONDITIONS AS LISTED IN THE VILLAGE STAFF MEMO. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

Chad Nicpon:

I'm Chad Nicpon with Design 2 Construct, my address is N173 W21010 Northwest Passage Way, Jackson, WI. We would like to not put in landscaping plantings on the East side of the Building. We would like to put in a stone bed, due to the fact we are a food processing plant and protective for future additions. There is landscaping along the east side of the building.

Peggy Herrick:

Jean Werbie-Harris indicated that the ordinance requires landscaping on the east side of the building.

Chad Nicpon:

Jelly Belly doesn't have any foundation plantings along the front of their building.

Peggy Herrick:

There are other buildings in the Corporate Park that produce food products that have foundation plantings.

Tom Terwall:

These items are going to have to be discussed with Jean Werbie-Harris and Mike Pollocoff. What they agree with then the Plan Commission would be fine with subject to the staff comments.

Tom Bleis:

Most of the new addition will be used to make vinegar. This vinegar will be used to make mustard, but by processing this vinegar they will bottle it and sell it. So basically the expansion is for vinegar not for making mustard.

Tom Terwall:

So you'll be selling vinegar? You'll have to check with the F.D. and get a list from them of things that you'll have to do for them.

Peggy Herrick:

So, the addition is to actually process vinegar and sell it to others, correct.

Yes

**7. ADJOURN.**

John Braig:

Move adjournment.

Andrea Rode:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? We're excused.

**Meeting Adjourned: 6:27 p.m.**

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

- A. Consider the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for approval of a **Certified Survey Map** to subdivide the property into two parcels and **Development Agreement and related documents** for the extension of the public sidewalk in 77<sup>th</sup> Street.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Certified Survey Map** and **Development Agreement and related documents** as presented in the Village Staff Report of October 14, 2013.

- 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 Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for the proposed development of the Regner Veterinary Clinic, a 4,787 square foot small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical services.

**Recommendation:** Village staff recommends that the Plan Commission approve the **Conditional Use Permit including Site and Operational Plans and the Digital Security Imaging Systems Agreement and Easement** subject to the comments and conditions of the Village Staff Report of October 14, 2013.

- C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street to amend The Prairie Ridge West Commercial Development Planned Unit Development related to lot size and setback requirements.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Text Amendments** as presented in the Village Staff Report of October 14, 2013.

**VILLAGE STAFF REPORT OF OCTOBER 14, 2013**

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

Consider the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for approval of a **Certified Survey Map** to subdivide the property into two parcels and **Development Agreement and related documents** for the extension of the public sidewalk in 77<sup>th</sup> Street.

**CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS AND DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND EASEMENT** for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street in the Prairie Ridge Development for the proposed development of the Regner Veterinary Clinic, a 4,787 square foot small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical services.

**CONSIDERATION OF A ZONING TEXT AMENDMENT** for the request of Jon Wallenkamp of Kueny Architects, agent for Auriga LLC, owner of the vacant property generally located at the northeast corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street to amend The Prairie Ridge West Commercial Development Planned Unit Development related to lot size and setback requirements.

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

Findings:

1. The petitioner is requesting several approvals for the development of a 4,787 square foot small animal veterinary clinic to be located on a 0.95 acre property which is a portion of Lot 4 of CSM 2726 and located within U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 91-4-122-082-0214.
2. Specifically the petitioner is requesting approval of a Certified Survey Map, Development Agreement, a Conditional Use Permit including Site and Operational Plans, Digital Security Imaging System (DSIS) Agreement and Easement and a Zoning Text Amendment for the proposed development of the Regner Veterinary Clinic, a 4,787 square foot small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical services. In addition, they will only board hospital cases which require an over-night stay. General boarding or cremation services will not be provided on location. See **Exhibit 1** for a copy of the application, plans and related documents.
3. The property is zoned B-2 (PUD), Community Business District with a Planned Unit Development. The B-2 District allows a veterinary clinic with emergency services with approval of a conditional use permit.
4. This property is located within the Prairie Ridge West Commercial Development (PR WEST). The following is background information related to the 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 104<sup>th</sup> 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 on Lot 1 opened today (October 14, 2013) and The Plaza at Prairie Ridge approved by the Plan Commission on May 28, 2013 is currently under construction within PR West. The proposed Regner Veterinary Clinic is proposed to be constructed on Lot 4. As noted above, Lot 4 is proposed to be re-divided, see the comments below related to the Certified Survey Map for further details.

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. 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, 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.

5. On June 28, 2004, the Village Plan Commission approved Conditional Use Permit #04-14 for the Regner Veterinary Clinic to operate a similar facility 10715 75<sup>th</sup> Street. This facility is proposed to be re-located to this larger facility when construction is completed (April 2014).
6. The new facility is proposed to be open Monday through Friday from 8:00 a.m. until 6:30 p.m. Saturdays from 8:00 a.m. to noon and after hours for emergencies only.
7. It is anticipated that there will be 10 full-time employees, including three (3) doctors.
8. For security purposes and as required in the Planned Unit Development as part of the community benefit, the exterior of the site will be equipped with a DSIS (See **attached** draft DSIS Agreement and Access Easement), pursuant to Chapter 410 of the Village Municipal Ordinance. The DSIS will afford the opportunity for the public safety departments (e.g. the Village Police Department and Village Fire & Rescue Department) to visually examine commercial establishments and their sites and will provide emergency response personnel with a visual assessment of any emergency situation in advance of arrival without placing an undue burden on the Village taxpayers.

Following the owner's installation of the DSIS, the Village will inspect the system and verify accessibility. The DSIS will be owned and operated by the Veterinary Clinic. The Agreement and associated access easement shall be executed and the easement recorded prior to obtaining building permits the project. The system shall be inspected and operational to the Village's satisfaction prior to the occupancy.

9. In addition to the DSIS Agreement, the medicine/drug cabinet will be locked and monitored by a camera. The interior monitoring of the medicine/drug cabinet is not required to be part of the exterior DSIS.
10. The minimum amount of on-site parking spaces required for a veterinarian's office pursuant to the Village Zoning Ordinance is 4 spaces for every doctor, plus 1 space for every additional employee **[(3 x 4)=12 + 7=19 parking spaces]**. In addition, the required number of handicapped accessible spaces pursuant to the State building code shall be provided. The plans indicate 26 parking spaces including two (2) handicapped accessible parking spaces adjacent to the main entrance.
11. The property owner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on September 25, 2013 and notices were published in the Kenosha News on September 30, 2013 and October 7, 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 October 11, 2013.
12. According to the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit. In addition, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and will comply with all other requirements of applicable federal, state or local statutes, regulations, ordinances or other laws relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, stormwater management, streets and highways and fire protection.

**Certified Survey Map:** The CSM will subdivide Lot 4 of CSM 2726 into two lots—Lot 1 for the development of the Regner Veterinary Clinic and Outlot 1 which is common open space for Lots 1-4 of CSM 2726. A majority of Outlot 1 is wetlands and common access elements to service Lots 1-3 of CSM 2726. Outlot 1 will be maintained by the PR West Sub-Association and required in CSM 2726 as reiterated in the language on this new CSM. By creating the area that the Sub-Association is responsible within the Outlot rather than just an easement will make it easier for the owner of the proposed new Lot 1 and the owner of Outlot 1 to properly assign the fair share of taxes and maintenance responsibilities.

**Development Agreement:** As part of the development the sidewalk in 77<sup>th</sup> Street will need to be extended and provided handicapped accessible connection at the intersection of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street and one addition street tree being installed on 77<sup>th</sup> Street about 40 feet west of the western most existing street tree. Sidewalk and street trees will not be required on 104<sup>th</sup> Avenue at this time, but may be installed when 104<sup>th</sup> Avenue is improved as part of the STH 50 improvements scheduled between 2017 and 2020. See **attached** draft Development Agreement.

**Zoning Text Amendment:** The property is currently zoned B-2 (PUD) Community Business District with a Planned Unit Development Overlay District. As noted above this property is part of the PR West and Ord. #12-29 created the PUD requirements for this development that were amended by Ord. #13-20 for specific sign requirements for The Plaza. At this time, the petitioner is requesting a Zoning Text Amendment to create the specific PUD District for the proposed development.



In consideration of the above noted dimensional requirements, the Village will require that public sidewalks be installed within 77<sup>th</sup> Street to 104<sup>th</sup> Avenue (as further discussed in the Development Agreement) and a Digital Security Imaging System shall be incorporated into the development pursuant to Chapter 410 of the Village Municipal Ordinance (as further discussed below). See **attached** zoning text amendment.

The PUD amendment includes the following changes:

- Since Lot 4 of CSM 2726 is proposed to be subdivided into Lot 1 and Outlot 1 of a new Certified Survey Map, the legal description included in the PUD is being amended and reference to lots within the PUD were clarified.
- To allow the building including the deck on Lot 1 of the proposed CSM to be located five (5) feet from shared lot line with Outlot 1.
- To allow any sidewalks and patio areas to be located five (5) feet from the wetlands rather than 10 feet.
- The PUD also references the Development Agreement and the DSIS Agreement for the development of the Regner Veterinary Clinic.

## **RECOMMENDATIONS**

**Item A: Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Certified Survey Map and Development Agreement subject to the following conditions:**

1. The **attached** changes to the CSM shall be made and resubmitted for Village staff review.
2. Any outstanding taxes or special assessments shall be paid prior to recording the CSM.
3. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval and prior to issuance of building permit
4. The **attached** Development Agreement (prepared by the Village and reviewed by the owner)) and related supporting documents shall be finalized and executed by the owner at a closing prior to the issuance of any permits for the development.
5. The following shall be submitted for review and approval and will be included as Exhibits to the Development Agreement:
  - a. Five (5) approved copies of the approved Site and Operational Plans that include public sidewalk improvement plans. ***See specific comments in the conditions for approval of the Site and Operational Plans for revisions to the engineering plans for the sidewalk.***
  - b. A copy of the signed contract, certificate of insurance, and performance and payment bond. The contract shall have the owner's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. (Contractor shall be Village pre-approved contractors).
  - c. A cash deposit or a two-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including shall be submitted to the Village. The Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the Letter of

Credit and the cash payments. **IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit.** The Cash payments and the "Final " LOC shall be provided prior to the Village at the closing.

- d. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the CSM.
- e. All other related documents required for closing.
6. Upon Village Board approval of the and within 60 days of said approval the Village will host a closing to have the Development Agreement executed. The owner shall be responsible for recording the required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 48 hours of closing with the Village.
7. Following the closing, the owner's engineer shall coordinate a pre-construction meeting with the Village. Contact Matt Fineour, P.E. Assistant Village Engineer at 262-925-6778 to coordinate this meeting. **This pre-construction meeting shall be combined with the required pre-construction meeting noted in the conditions for the Site and Operational Plan approval.**
8. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
9. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.
10. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the owner. Such fees shall be paid in a timely manner.
11. After the public improvement work has commenced, non-payment of any delinquent Village invoices shall result in stop work orders being issued on the construction activity until payments are made.

**Item B: 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 a Conditional Use Permit and Site and Operational Plan approval in that the project:***

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire--in so far as the danger of fire does not exceed the capabilities of the Village Fire & Rescue Department;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;

- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the B-2, Community Business District or the adjoining Residential Districts; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection.

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

1. Approval of the Certified Survey Map and Zoning Text Amendment to be considered by the Village Board on October 21, 2013 and compliance with the DSIS Agreement.
2. The Plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all State and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. **The following changes shall be made to the Site and Operational Plans and three (3) revised plans shall be submitted for final staff review and approval. USE THIS MEMORANDUM AND PLACE NOTES IN THE MARGIN AS TO HOW EACH COMMENT IS BEING ADDRESSED AND RETURN THIS MEMO AND REVISED PLANS TO THE VILLAGE.**
  - a. On Sheet C-2, label both 77<sup>th</sup> Street and 104<sup>th</sup> Avenue.
  - b. On Sheet C-2 the Note shall be amended to read: "Existing trees outside the "Dedicated Wetland Preservation and Protection Access and Maintenance Easement" within the subject parcel are not shown on this survey and may need to be removed to accommodate the Development. In addition, existing street trees shall be preserved and protected."
  - c. On Sheet C-3, the Site Data table shall include the parcel size of 0.953 acres/41,525 sq. ft.
  - d. There is a discrepancy in the size of the proposed building. Sheet C-3 indicates a building size of 4,563 square feet, but the application indicates a building size of 4,787 square feet. Need to identify which building size is the correct size and correct either the application or the Plans appropriately.
  - e. On Sheet C-3 correct the Site Data relate to parking. The minimum amount of on-site parking spaces required for a veterinarian's office pursuant to the Village Zoning Ordinance is 4 spaces for every doctor, plus 1 space for every additional employee  $[(3 \times 4)=12 + 7=19 \text{ parking spaces}]$ . In addition, the

required number of handicapped accessible spaces pursuant to the State building code shall be provided.

- f. On Sheet C-3, show the proposed location of the garbage dumpster. Pursuant to Section 420-119 J. (2) of the Village Zoning Ordinance, there shall be no detached trash enclosures (trash enclosure shall be part of and be physically attached to the principal building). Therefore, the garbage enclosure shall be attached to the principal structure. In addition, on Sheet 2.2 the materials for the garbage enclosure are not acceptable. The enclosure shall not be cement board siding. A stone or masonry enclosure is required with a gated entry. The gated entry may be wood or chain link with slats to match the building. The hinges shall be adequate to support the weight of the gate. A gate detail shall be provided.
- g. On Sheet C-3, dimension the proposed setback of the "Primary Monument Sign" to the closest property line, that being the angled portion of the property line at the southwest corner of the site. The minimum setback distance for Primary Monument Signs is 15 feet from any public street or highway right-of-way line. In addition, the sign shall not be located within any easements without the express written approval of the
- h. On Sheet C-3, on the east side of the site, dimension the setback of the nearest portion of the driveway curb to the nearest wetland boundary.
- i. The Fire Department connection on Plan Sheet C-9 is not correct. Revise to show the correct detail. Contact the Fire & Rescue Department directly at 262-694-8027 for the correct detail.
- j. The entire parking lot shall include curb and gutter including the parking area adjacent to the building so that the sidewalk and the parking lot area is clearly defined. Curb stops are not acceptable. A depressed curb for handicapped accessibility from the parking lot to the sidewalk is allowed but not along the entire sidewalk area. Revised plan sheets.
- k. The Post Detail for the ADA sign on sheet C-10 is not acceptable. The posts shall be decorative and not painted metal stakes within a painted yellow concrete base. The posts shall be either black or brown.
- l. The sanitary sewer sampling manhole shall be in the parking lot but not located within a designated parking space.
- m. Detailed deck construction plans shall be included and the materials/colors shall be specified.
- n. Any bollards shall be painted brown to match the building. Note on the plans
- o. A color sample board for all the proposed materials shall be submitted for review and approval.
- p. The following comments relate specifically to the **Water Service**
  - i. The location of the water main in 104<sup>th</sup> Avenue appears to be incorrect. Based on Village records the water main is at or near the concrete raised median in the roadway. It is unclear if the water location was field surveyed. The design engineer shall check the water main location and if necessary perform additional survey to accurately show the main location within the roadway.

- ii. Note the existing water main size in the plans (12-inch).
  - iii. Show the road median and general saw-cut / pavement removal limits for the water main connection.
  - iv. A traffic control plan shall be submitted for review / approval for the water connection work within 104<sup>th</sup> Avenue. The traffic control plan shall be submitted and approved prior to construction commencement. A note stating this requirement shall be added to the plan.
  - v. Note that the utility trenches within 104<sup>th</sup> Avenue and/or 77<sup>th</sup> Street shall be backfilled with slurry to a point 5-feet outside pavement limits.
  - vi. Revise the Village Standard Fire Hydrant Detail to note "Adaptor II" by Adaptor Inc. for the valve box. Also, the standard hydrant type shall be changed to Mueller Centurion A-423.
- q. The following comments relate specifically to **Storm Water/Grading/Erosion Control**
- i. Eliminate the old proposed storm sewer line from CB 5 on the existing survey sheet (C-2). Also, label 77<sup>th</sup> Street and 104<sup>th</sup> Avenue on this sheet.
  - ii. The Engineering Department has a few concerns regarding the building location/grading and the wetland area. The wetland area and lowest exposure grades are both near elevation 700. The wetland currently does not have a designed overflow relief. Although the Prairie Ridge West Development has reduced the amount of drainage to the wetland, a wetland overflow relief and finished grade elevation safety factor shall be established to protect against flooding in extreme weather events. Also, with the building location near the wetland has groundwater elevations been evaluated in relation to the proposed basement depth? (Note the basement floor elevation on the plans as well).
  - iii. It is the Village's understanding that the basement sump pump will be located in the rear portion of the building and the discharge routed to the wetland. The Village Engineering Department has no objection to the sump being discharged to the wetland with item 8 above being addressed to avoid recycling of groundwater by the sump.
  - iv. It is the Village's understanding that the roof downspouts along the back half of the building will discharge to drain to the wetland and the downspouts along the front of the building will be connected to the on-site storm sewer system. A note shall be added to the plans indicating this.
  - v. Clarify what the design is for the steep embankment stabilization south of the generator pad. Is this a decorative rock retaining wall? It appears the wall should be extended north 15-feet or slopes flattened to 4:1.
  - vi. Note that the storm sewer connection to the existing catch basin shall be cored.
  - vii. Note the drawing scale on sheet C-7.

- viii. Revise the 30" curb and gutter detail to indicate a thickness of 7.5-inches at the front flange. (Sheet C-8)
- ix. On Sheet C-4, the orange construction fence and the silt fence shall be located on the non-wetland side of the wetlands. Note within the wetlands.
- r. Building roof drains/downspouts shall be interconnected to the storm sewer. It is unclear based on the building elevations the location of the downspouts. Please clarify and revise the plans.
- s. The sidewalk termination and pedestrian road crossing location needs to be shown and clarified. Show the existing sidewalk on the south side of 77<sup>th</sup> Street and the proposed sidewalk and pedestrian crossing (including pavement markings). The current proposed sidewalk ramp location appears to be offset and behind the existing stop sign/stop bar. Also, future sidewalks are planned for 77<sup>th</sup> Street (west of 104<sup>th</sup> Avenue) and along 104<sup>th</sup> Avenue (north of 77<sup>th</sup> Street). Adjust the plans as necessary to accommodate the existing and future sidewalk crossing alignment(s). (Note that there are utility structures in this area too i.e. hydrant, electric pedestal etc. that will need to be accommodated in the design). *See additional comments related to the Development Agreement above.*
- t. On Sheet 2.1: The plan shows a staircase leading to the basement of the building. If there is a basement to this building, plans for the basement (floor plan, footing and foundation, electrical, plumbing, etc.) need to be submitted as a part of this development project.
- u. On Sheet E3, it is unclear what lighting detail is being used, in addition, the details are too blurry to read. The Pole heads shall be brown or bronze to match the building and the maximum height is 20 feet (including the base). The concrete base of the lights shall not extend more than 12 inches above grade as shown on Sheet E-2 . Note on Plan Sheet E-3 that the lights shall not glare onto the adjacent roadways.
- v. On sheet L-1, landscaping is required 5 feet in all directions at the base of the sign. Revise the plans.
- w. See requirements for planting within the landscaped easements adjacent to 77<sup>th</sup> Street and 104<sup>th</sup> Avenue pursuant to the Prairie Ridge Commercial Restrictive Covenants. Revise the plans accordingly.
- x. Low level plantings are required on the south side of the parking lot. All parking lot areas shall have low level plants shall be large enough around the perimeter of the parking area so that within three years of installation the landscaping provided 75% opaque to a height of at least four (4) feet above the grade of the nearest edge of such parking lot. Revise the plans.
- y. In addition, add a note to the Landscaping Plan that reads: "The plants shall be large enough around the perimeter of the parking area so that within three years of installation the landscaping provided 75% opaque to a height of at least four (4) feet above the grade of the nearest edge of such parking lot."
- z. Another street tree shall be planted on 77<sup>th</sup> Street approximately 40 feet west of the last street tree. Revise the plans.

3. The medical/drug storage area shall be monitored by cameras and kept in a locked cabinet. A detailed security plan for the drug cabinet shall be submitted for review and approval of the Village Police Department.
4. Compliance with the **attached** DSIS Agreement. The Agreement and associated Access Easement shall be executed and the easement recorded prior to obtaining building permits the project.
5. Compliance with the conditions of the attached memorandum dated September 22, 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.**
6. The following comments are from the Village Building Inspection Department:
  - a. All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be State Approved prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.
  - b. As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.
  - c. Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, DSPS 316.46. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Doug McElmury at 262-694-8027.
  - d. If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.
  - e. Complete erosion control measures, silt fence and gravel access drives must be installed per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
  - f. This parcel and building shall comply with all requirements of Barrier-Free Design.
  - g. The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.
  - h. The electrical contractor(s) (High and Low Voltage) shall obtain a permit from the Village prior to beginning work.
  - i. All mechanical contractors shall obtain a permit from the Village prior to beginning work.
  - j. Building plans shall show detail on fire stopping of all penetrations through fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
  - k. Sprinkler plans and any fire alarms are required to be submitted, reviewed and permits issued by the Village Fire & Rescue Department.

7. **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.**
8. **Written approval of the Site and Operational Plans from both the Prairie Ridge Commercial Owners Association and the Prairie Ridge West Commercial Association shall be submitted to the Village prior to obtaining building permits.**
9. **Prior to work commencing site and building improvements required permits shall be issued by the Village including but not limited to the building permit, erosion control permit and work in the right-of-way permit.**
10. Prior to work commencing a Pre-Construction meeting shall be held. The petitioner's design engineer shall host the meeting at the Village with contractors and Village departments involved in the project. Contact Matt Fineour, P.E. Assistant Village Engineer at 262-925-6778 to coordinate this meeting.

***General Comments:***

1. Regner Veterinary Clinic will provide medical exams, emergency services, dentistry, radiology and surgical services. In addition, they will only board hospital cases which require an over-night stay. General boarding or cremation services shall not be provided at this location.
2. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.
3. 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.
4. Upon approval of the Site and Operational Plans and Conditional Use Permit, the Village staff will prepare a Conditional Use Grant Document that shall be executed by the Owner, recording and filing fees shall be paid to the Village for the Village to record said document at the Kenosha County Register of Deeds Office. This document shall be signed and returned to the Village prior to the issuance of any Village building permits for the project
5. No changes to the exterior site or building conditions shall be made without the Village's approval. Minor internal modifications/alterations shall be approved at the discretion of the Village Zoning Administrator; however, any addition, exterior alteration, or major interior alteration shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
6. The Conditional Use Grant shall become effective upon the execution and recording of said document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.



7. 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).
8. Municipal connection fees shall be paid prior to the connections to the sanitary sewer system.
9. 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.
10. There shall be no construction parking permitted on 104<sup>th</sup> Avenue, STH 50 of 77<sup>th</sup> Street. On-site (off-street) parking shall be designed to accommodate all construction related workers and site visitors.
11. 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.
12. 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.
13. 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.
14. 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.
15. Prior to occupancy all required public improvements required to be installed shall be inspected and accepted by the Village.
16. Prior to occupancy and pursuant to the DSIS Agreement, the system shall be installed, inspected and fully operational.
17. Prior to occupancy, each handicapped accessible parking space shall be appropriately signed and painted on the pavement pursuant to ADA requirements.
18. 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.

19. 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 approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the signage companies that the signage was installed pursuant to the Village approved Signage Plans shall be submitted.
20. 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. Record drawing(s) of all the water main and storm sewers shall be prepared by the Engineer of Record for the project.
21. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
22. 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.
23. 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.
24. 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.
25. At no time shall any site within the development be used to sell or advertise any vehicles that are "for sale".
26. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
27. 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.
28. There shall be no semi-truck/trailer or box truck parking permitted on the site except during delivery operations.
29. There shall be no outdoor storage or display of materials, goods or equipment on the site, unless as approved by the Village.
30. 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.

31. 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.
32. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
33. 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.
34. 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.
35. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.

**Item C: Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented.**



Office of the Village  
Fire & Rescue Chief  
**Doug McElmury**

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire and Rescue Department  
CC: Craig Roepke, Assistant Chief Fire and Rescue Department  
Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Site and Operational Plan for Regner Veterinary Clinic  
DATE: 22 September 2013

This is a review of the Site and Operational Plan for the proposed building known as the Regner Veterinary Clinic. This building is classified as a business occupancy with a proposed 4,787 square feet. The building will be located at 10372 77<sup>th</sup> 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: 9/16/13.
- AED. Because of the type and 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 shall be placed either at the fire sprinkler riser, or at the stairway leading to the basement. A remote annunciator panel may also be needed. Further discussions with the Fire and Rescue Department will determine proper placement of the fire alarm panels.
- 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.
- 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.
- Landscaping shall not obstruct the view or access to any portion of the fire protection system, such as hydrants, strobe lights, control valves etc.
- The Mechanical/Electrical room must be a large enough room to support the equipment installed, the sprinkler riser, MSDS box, and FACP must be accessible.
- A Knox Box will need to be installed at the door nearest the basement. The Fire and Rescue Department will require a Model 4400, recessed into the outside wall. An MSDS box will also need to be installed near the fire sprinkler riser.
- Dumpster enclosure access will be required by the Fire and Rescue Department.
- Fire Department Connection (FDC) plan are not current, Plan C-9. The Fire and Rescue Department now require only a 5 inch Storz fitting with the 30 degree bend, the Siamese connection has been eliminated.
- Fire Department Connection (FDC) and hydrant will need to have unobstructed access. This area must be designated for fire department use.

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

##### A. Site and Operational Permits

- Site accessibility
- Fire Pump Location
- Pumper Pad
- Fire hydrant spacing

## B. Conditional Use and Operational

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Fire alarm pull stations    | <b>Not shown at this time.</b> |
| 2. Emergency and Exit Lighting | <b>Not shown at this time.</b> |
| 4. Fire extinguishers          | <b>Not shown at this time.</b> |
5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued and before construction can begin.
6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
7. **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.
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:  
Fire protection:
9. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

**NOTE: Permits are required from the Fire & Rescue Department for the installation of water main in addition to any permits required by other Village of Pleasant Prairie Departments.**

### Bulk Water

- Water Usage
- Fire Protection Plans for Underground and Aboveground
- Fire Alarm System Plans
- Kitchen Hood Systems Plans
- Occupancy Permit & Re-Inspection fees

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

10. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
11. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.
12. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
  - a. All exterior exit pathways shall have a hard surface, leading to a hard surface.
13. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers.
14. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.
15. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
16. **Fire Hydrants:** The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.

17. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief’s representative, the installing contractor and the fire sprinkler contractor at a minimum.
18. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
19. The General Contractor is highly encouraged to coordinate the flushing of all new water mains, fire hydrants, laterals leading to the building and risers with both the sub-contractors responsible, the Village of Pleasant Prairie Engineering Department, Fire & Rescue Department and the Water Utility Department, prior to seeking a ‘clean water sample’ on this site.

**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 hydrant(s).

20. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.
  - **NOTE:** *The Fire Department Connection riser shall include a single five (5) inch Storz fitting.*
  - **NOTE:** *In the event a building will have a basement, and the F.D.C. check valve can be placed and accessed within the basement, a manhole will not be necessary at the pumper pad.*
  - A hard surface pad will be provided four feet around the 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).
21. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made. Six inch bollards will be provided as protection.



22. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.
23. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
- a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke and Heat Detection:** Shall be installed as required.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
  - e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - g. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
    - 1) The central station shall be provided with this information regarding the geographical location of this alarm:

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

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

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

24. **Knox Box:** Knox Box shall be provided for the building, one will be placed at the door nearest the basement entry. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
25. **MSDS Knox Box:** A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided for each tenant to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed near the fire sprinkler riser.
26. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire & Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
27. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled. 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.
28. **Exits:** All exterior exit pathways shall have a hard surface from the exit to another hard surface.
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.
  - l. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - m. AED, in place at such time a tenant takes occupancy.
  - n. A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
  - o. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
30. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.



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

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

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

Use requires a Conditional Use Permit.

FOR OFFICE USE ONLY	
Application Filed on	9/16 2013
Preliminary Determination of Completeness on:	9/16 2013
Revised Plans Submitted:	20
Public Hearing Required: Hearing Date:	10/14/13, 20
Published on:	9/30 and 10/7, 2013
Notices sent on:	9/25, 2013
Approved by <input type="checkbox"/> Plan Commission on	20
<input type="checkbox"/> Zoning Administrator on	20
Denied by <input type="checkbox"/> Plan Commission on	20
<input type="checkbox"/> Zoning Administrator on	20

**SECTION 1: GENERAL INFORMATION**

**NAME OF BUSINESS:** Auriga LLC owner occupant Regner Veterinary Clinic

**SITE ADDRESS:** 10372 77th Street, Pleasant Prairie, WI 53158

**BRIEF PROJECT DESCRIPTION:** Construction of a 4,787 SF commercial building for a sole Lessee, Regner Veterinary Clinic SC, to operate a small animal veterinary clinic.

**PROPOSED NUMBER OF FULL TIME EMPLOYEES:** 10

**PROPOSED NUMBER OF PART-TIME EMPLOYEES:** 1

**SITE SIZE:** \_\_\_\_\_ sq. ft. 0.953 acres

**PROPOSED BUILDING SIZE:** 4,787 SF sq.ft. **HEIGHT:** 21' 8" ft.

**PROPOSED ADDITION SIZE:** \_\_\_\_\_ sq.ft. **HEIGHT:** \_\_\_\_\_ ft.

**LEGAL DESCRIPTION:** Being a re-division of Lot 4, See C.S.M. No. 2726.

**TAX PARCEL NUMBER(S):** 91-4-122-082-0214

**CURRENT ZONING CLASSIFICATION(S) OF THE PROPERTY:** B2 PUD- C1

- Is a zoning map amendment proposed with this project?  Yes  No
  - If yes, proposed Zoning Classification(s): \_\_\_\_\_
- Is a zoning text amendment proposed with this project?  Yes  No
  - If yes, provide a copy of the proposed text amendment with this application

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

- Factory Group F-1 (Moderate-hazard) \_\_\_\_\_ sq ft
- Factory Group F-2 (Low-hazard) \_\_\_\_\_ sq ft
- Storage Group S-1 (Moderate-hazard) \_\_\_\_\_ sq ft
- Storage Group S-2 (Low-hazard) \_\_\_\_\_ sq ft
- Business Group B \_\_\_\_\_ sq ft
- High-Hazard Group H\* \_\_\_\_\_ sq ft
- Other \_\_\_\_\_ sq ft
- Other \_\_\_\_\_ sq ft

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

**PUBLIC SERVICES:**

1. Is the property serviced by Public Sanitary Sewer?  YES  NO
  - If no, the closest public sewer is located at \_\_\_\_\_
2. Is the property serviced by Public Water?  YES  NO
  - If no, the closest public water is located at \_\_\_\_\_
3. Maximum number of gallons/minute of water expected to be used per day is: 364g.

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

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

**SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE**

Are there any existing buildings on the site?  YES  NO

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

### 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 be remedied as required by the Village Zoning Ordinance.

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

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

## SECTION 7: PLAN COMPONENTS

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

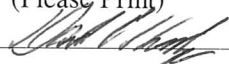
- Application—Applicant, Site, Use, Project and Plan Information
- Application fee
- Operational plan
- Title sheet
- Survey
- Site plan
- Grading and drainage plan
- Building and fire protection plans
- Lighting plan
- Landscape and open space plan
- Signage plan
- Industrial/commercial waste survey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

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

**SECTION 8: SIGNATURES**

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

**PROPERTY OWNER:**

Name: David C. Hodge  
(Please Print)  
Signature:   
Address: 8115 West Ridge Drive  
Pleasant Prairie WI 53158  
(City) (State) (Zip)  
Phone: (262)948-8100  
Fax: (262)997-1800  
E-mail: dhodge@regnervet.com  
Date 9/16/2013

**APPLICANT:**

Name: David C. Hodge  
(Please Print)  
Signature:   
Address: 8115 West Ridge Drive  
Pleasant Prarie WI 53158  
(City) (State) (Zip)  
Phone: (262)948-8100  
Fax: (262)997-1800  
E-mail: dhodge@regnervet.com  
Date: 9/16/2013

**Is the applicant the owner of the property?**  YES  NO

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

**DEVELOPER (if Applicable)**

Name: \_\_\_\_\_  
(Please Print)  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
(City) (State) (Zip)  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date \_\_\_\_\_

**USER OR OCCUPANT OF SITE:**

Name: Regner Veterinary Clinic SC  
(Please Print)  
Signature:   
Address: 8115 West Ridge Drive  
Pleasant Prairie WI 53158  
(City) (State) (Zip)  
Phone: (262)948-8100  
Fax: (262)997-1800  
E-mail: dhodge@regnervet.com  
Date: 9/16/2013



## Operational plan.

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

(a) A detailed narrative description of the operations, processes and functions of the existing and proposed uses to be conducted in or on the real property constituting the site, together with any diagrams, maps, charts or other visual aids that are helpful in understanding the operations and any potential adverse impacts on neighboring properties. **The operation is a Small Animal Veterinary Clinic. We will provide medical exams, emergency services, dentistry, radiology and surgical services. We will board only hospital cases which require an over-night stay. General boarding or cremation services will not be provided on location.**

(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 is an expansion of our practice in Pleasant Prairie and will replace our current facility located at 10715 75<sup>th</sup> Street.**

(c) Gross floor area of the existing building(s) and/or proposed addition. **There will be 4,400 Square feet – new construction.**

(d) Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments. Hours of Operation: **Monday through Friday 08:00 AM to 6:30 PM, Saturday 08:00 AM to 12:00 PM. Anticipate after hour emergencies.**

(e) Anticipated startup and total number of full- and part-time employees. **Anticipate start-up April 2014 with 10 full time employees.**

(f) Anticipated number of shifts and the anticipated number of employees per shift. **This operation will include 2 shifts. We anticipate 10 employees for the primary shift; and, 1-3 employees for after hour emergency services shift as needed.**

(g) Anticipated maximum number of employees on site at any time of the day. **10**

(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. **Ordinance 420-154.11 PDD-1, Exhibit K: Clinic: 5 spaces for each doctor, plus 1 space for each employee. Therefore, 3 doctors plus 7 employee equate to a requirement of 22 spaces.**

(j) Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped spaces to be stated separately). **26 parking spaces included on site plan with 2 designated as handicap assessable.**

(k) Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks). **32**

(l) Anticipated daily average and maximum potential number of truck trips to and from the site. **2**

(m) Types of goods and materials to be made, used or stored on site. **Goods purchased for use or re-sale include pharmaceuticals, food and misc. retail.**

(n) Types of equipment or machinery to be used on site. **Our small animal veterinary practice will utilize the following types of equipment: digital radiology, ultrasound, dentistry, laser therapy, and blood analyzers.**

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

(p) Method of handling, storing and disposing of solid or liquid waste materials. **Used syringes will be placed in sharps container and disposed of by an authorized third party.**

(q) Methods of providing site and building security other than the Village Police Department. **Per ordinance, we will provide onsite security services, including surveillance cameras directly assessable by the Village Police Department. Our practice has already entered into an agreement with South Dakota Security to provide installation, maintenance and daily operation of this security system.**

(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. **All maintenance will be provided by lessor, Auriga LLC.**

(s) Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts. **No identifiable, adverse impacts to neighboring properties.**

(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.

a) **Amendment of PUD for CSM #2726.**

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

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

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

(c) (reserved)

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

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

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

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

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

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

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

(h) Indoor pyrotechnic displays are prohibited.



**GENERAL NOTES**

Il on rete to test si in a s  
 eri all i ensions a ess tilities an or in on tions in t e iel  
 on or to all a li a le o es or inan es an sa et stan ar s  
 tain an a or all ro ire or its an ees  
 ot r ite ti e latel i or annot ro ee asso non ra in soras  
 es ri e in t e e i i ations  
 o on rete to e o re it o t r ite ts rior revie  
 Il ontra tors to o o erate it all tra es ners an r ite ts  
 re resentatives  
 eave site lean neat an ree o e ris at all ti es  
 Ea Pri e an ontra tor is res onsi le or avin rea ea a e o t e  
 e i i ations ra in s en a an an e r ers  
 ar a alnst inter erin it ners o erations  
 ese ra in s ontain no rovisions or ro e res or on site sa et Ea  
 ontra tor an t eir e lo ees are res onsi le to ollo all la san or inan es  
 an rovi e t eir o nen ineerin to rovi e a sa e or la e  
 e lo ations o existin n er ro n tilities s o n ont ese ra in s are  
 s o n in an a roxi ate a onl an ave not een in e en enti veri le  
 t e ner or its re resentatives e ontra tors all etter ine t e exa t  
 lo ation o all existin tilities e ore o en in or an a rees to e il  
 res onsi le or an an all a a es i i t e o assione t e  
 ontra tors all re to exa ti lo ate an reserve an an all n er ro n  
 tilities  
 ervi es er or ort is ro e t ave een on te in a anner on sistent  
 it t e level o are an s ill or inaril exer ise e ers o t e ro essio n  
 rrentl ra ti in in t is area n ersi liar etan ti e onstrains o  
 arrant ex resse ori lle is a e

**MATERIAL INDICATIONS**

Eart a ill		an Fill	
i i ns lation		on rete	
on rete lo		Finis e oo	
I in		tone Fill	
er o		PI oo	
teel		att ns lation	

**DRAWING LEGEND**

	e or e ire Point Elevation		etail er
	Existin Point Elevation		Pa e er
	Existin onto rs		il in e tion
	e or e ire onto rs		all e tion
	ri nes		etail e tion
	Room 1 oo a e er		terior Elevation
	oor er		Exterior Elevation
	all a		

**CONSULTANTS**

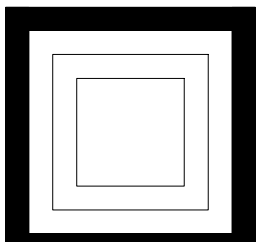
ARCHITECT	en r ite ts (262) 857-8101 Architect of Record - Jon Wallenkamp	10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158
CIVIL	lelson a sen ar er (262) 634-5588 Mark Eberly P.E.	1458 Horizon Blvd, Suite 200 Racine, WI 53406
ELECTRICAL	avi anson sso lates (262) 654-2010 David L. Hanson P.E.	6402 - 32nd Ave Kenosha, WI 53142

**SHEET INDEX**

1.0 Title Sheet	ELECTRICAL E.1 Electric Site Lighting Plan E.2 Electrical Details E.3 ELECTRICAL Details
C-1 Civil Title Sheet	LANDSCAPE L-1 Landscape plan
C-2 Existing Conditions & Topographic Survey	
C-3 Dimensioned Site Plan	
C-4 Master Erosion Control Plan	
C-5 Site Grading / Paving Plan	
C-6 Detailed Grading Plan	
C-7 Site Utility Plan	
C-8 Typical Sections & Construction Details	
C-9 Typical Sections & Construction Details	
C-10 Typical Sections & Construction Details	
ARCHITECTURAL 2.1 Floor Plan 2.2 Exterior Elevations	



**New Building**  
**Regner Veterinary Clinic**  
 10372 77th Street,  
 Pleasant Prairie, WI 53158



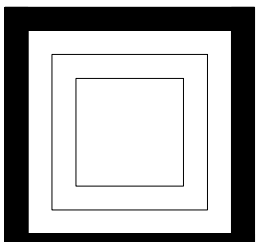
**KUENY ARCHITECTS, LLC**

10505 CORPORATE DRIVE - SUITE 100 PLEASANT PRAIRIE, WI 53158

PHONE (262) 857-8101 FAX (262) 857 8103

**Regner Veterinary Clinic**  
**New Building**  
 September 15, 2013

**1.0**





# CONSTRUCTION PLANS

for

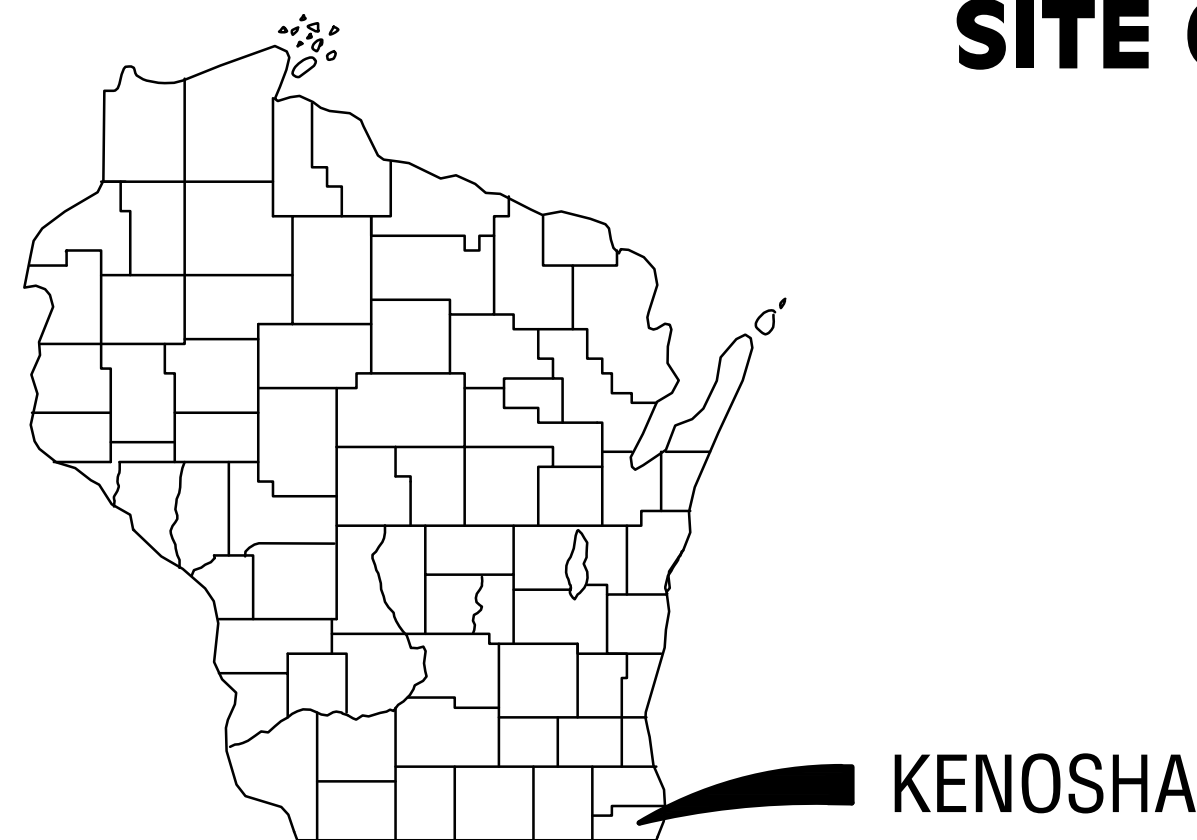
# REGNER VETERINARY CLINIC

## SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

for

## AURIGA, LLC.

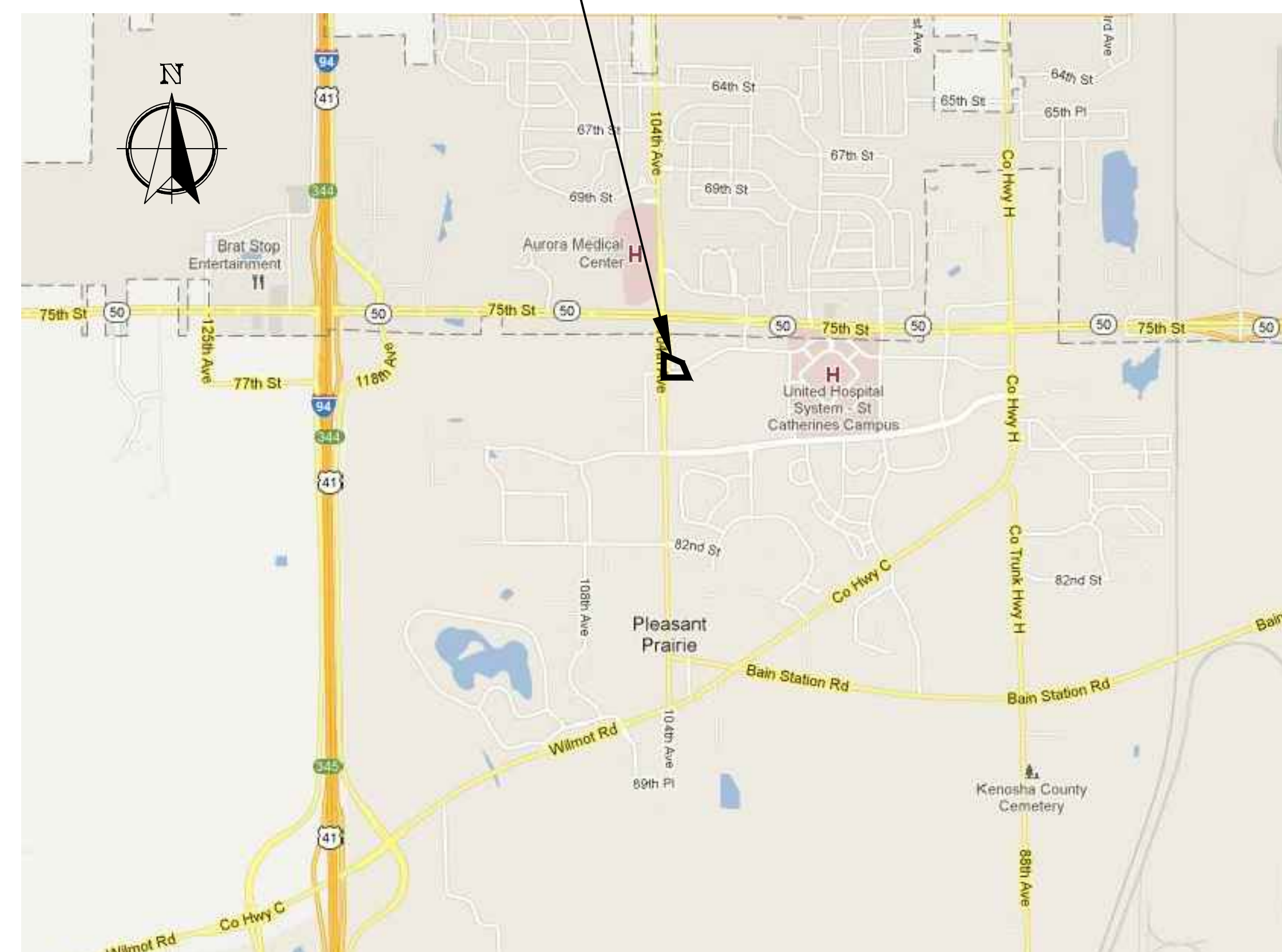
Village of Pleasant Prairie, Kenosha County, Wisconsin



### Project Legend

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

### PROJECT LOCATION



### Pre-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 DESIGN ENGINEER OF RECORD.

### Utility Note:

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

### Construction Access Note:

A STONE TRACKING PAD SHALL BE INSTALLED OFF OF 77TH STREET AS SHOWN ON SHEET C-5. ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE SITE VIA THIS LOCATION. ALL CURB AND GUTTER, SIDEWALKS AND PARKWAY TREES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.

### Sheet Index

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS TOPOGRAPHIC SURVEY	C-2
DIMENSIONED SITE PLAN	C-3
MASTER EROSION CONTROL PLAN	C-4
SITE GRADING / PAVEMENT PLAN	C-5
DETAILED GRADING PLAN	C-6
SITE UTILITY PLAN	C-7
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-8 TO C-10

### Utility Contacts

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

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

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

**TDS TELECOM**  
 SOUTHEAST WISCONSIN  
 OFFICE: 877-483-7142

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

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

### Bench Marks

- 7" SPIKE  
162' N OF 77TH STREET  
11' BEHIND BOC 104TH STREET EASTERN CURBLINE  
ELEVATION: 701.99
- CUT "x" IN CENTER OF SIDEWALK  
S SIDE OF 77TH STREET @ LIGHT POLE WITH 25 MPH SIGN  
ELEVATION: 702.58



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

**REGNER VETERINARY CLINIC**  
**SITE GRADING, DRAINAGE, UTILITY**  
**& PAVEMENT IMPROVEMENTS**  
**FOR**  
**AURIGA, LLC.**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: \_\_\_\_\_ MDE  
 DRAFTED: \_\_\_\_\_ MMM  
 DATE: 8-22-2013  
 CHECKED: \_\_\_\_\_ MDE  
 DATE: 9-16-2013

**2012.0009.17**  
 SHEET  
**C-1**

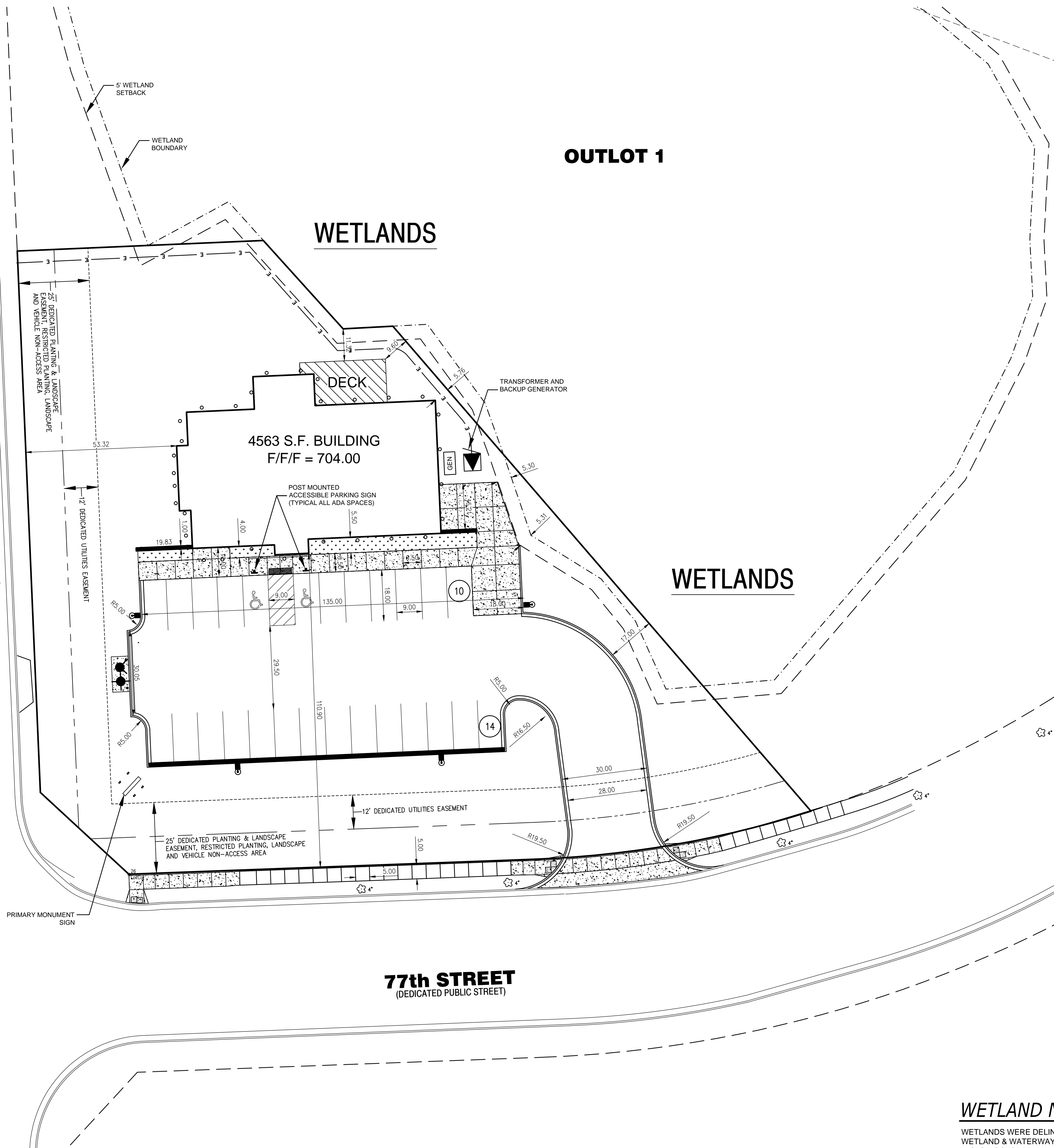








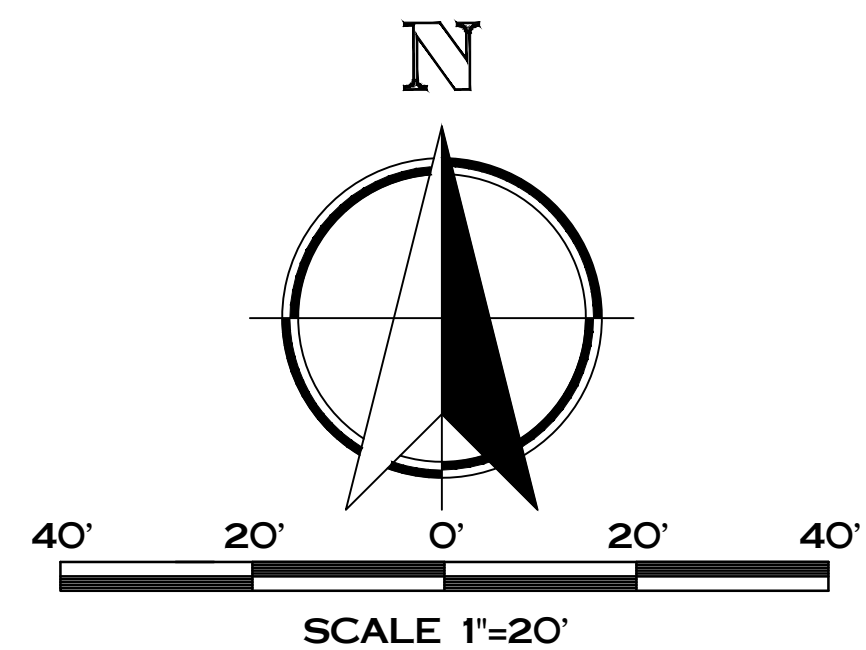
**104th AVENUE**  
(DEDICATED PUBLIC STREET)



**OUTLOT 1**

**WETLANDS**

**WETLANDS**



**SITE PLAN LEGEND**

- |  |                          |  |  |
|--|--------------------------|--|--|
|  | LANDSCAPING / LAWN       |  | PARKING COUNT                          |
|  | CONCRETE PAVEMENT        |  | DRIVE AISLE CENTERLINE                 |
|  | ASPHALT PAVEMENT         |  | 18" CURB & GUTTER                      |
|  | DETECTABLE WARNING FIELD |  | EXISTING CURB & GUTTER                 |
|  | SIGNAGE                  |  | PROPERTY LINE                          |
|  | LIGHT POLE               |  | FIRE HYDRANT                           |
|  | PIPE BOLLARD             |  | REMOTE FIRE DEPARTMENT CONNECTOR (FDC) |
|  |                          |  | ELECTRICAL TRANSFORMER                 |
|  |                          |  | LIMITS OF CONSTRUCTION                 |

**SITE DATA**

PARCEL ID NUMBER:	91-4-122-082-0214
ZONING CLASSIFICATION:	B-2 (PUD)
EXISTING LAND USE:	VACANT
EXISTING FLOOD ZONE:	NOT IN A FLOOD ZONE
DEVELOPMENT TYPE:	COMMERCIAL OFFICE BUILDING
BUILDING USE:	VETERINARY CLINIC
<u>PARKING CALCULATIONS</u>	
REQUIRED PARKING: ONE (1) FOR EVERY 200 SQUARE FEET AND ONE (1) FOR EVERY TWO (2) EMPLOYEES	23 SPACES
TOTAL PROVIDED PARKING:	24 REGULAR SPACES 2 HANDICAPPED SPACES
<u>PROPOSED IMPERVIOUS SURFACE</u>	
BUILDING/ENCLOSURE	4,563 S.F.
PROPOSED CONCRETE	2,369 S.F.
PROPOSED ASPHALT	10,665 S.F.
TOTAL IMPERVIOUS SURFACE AREA	17,597 S.F. = 0.40 AC (42.4%)
TOTAL GREEN SPACE AREA	23,926 S.F. = 0.55 AC (57.6%)
REQUIRED GREEN SPACE AREA	8,305 S.F. = 0.19 AC (20.0%)
TOTAL PARCEL AREA	41,523 S.F. = 0.95 AC
TOTAL DISTURBED AREA	42,207 S.F. = 0.97 AC
<u>LANDOWNER:</u>	AURIGA, LLC.
<u>SURVEYOR/CIVIL ENGINEER:</u>	NIELSEN, MADSEN & BARBER, S.C. 1458 HORIZON BOULEVARD SUITE 200 RACINE, WI 53406 (262) 634-5588

**WETLAND NOTE**

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.



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

**REGNER VETERINARY CLINIC**

**DIMENSIONED SITE PLAN**

**FOR**

**AURIGA, LLC.**

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

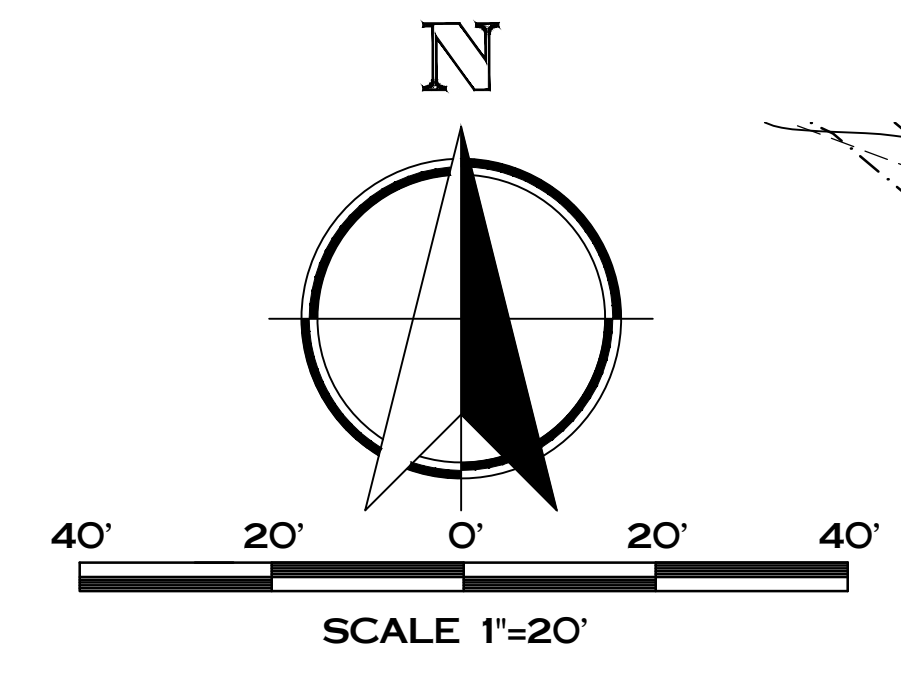
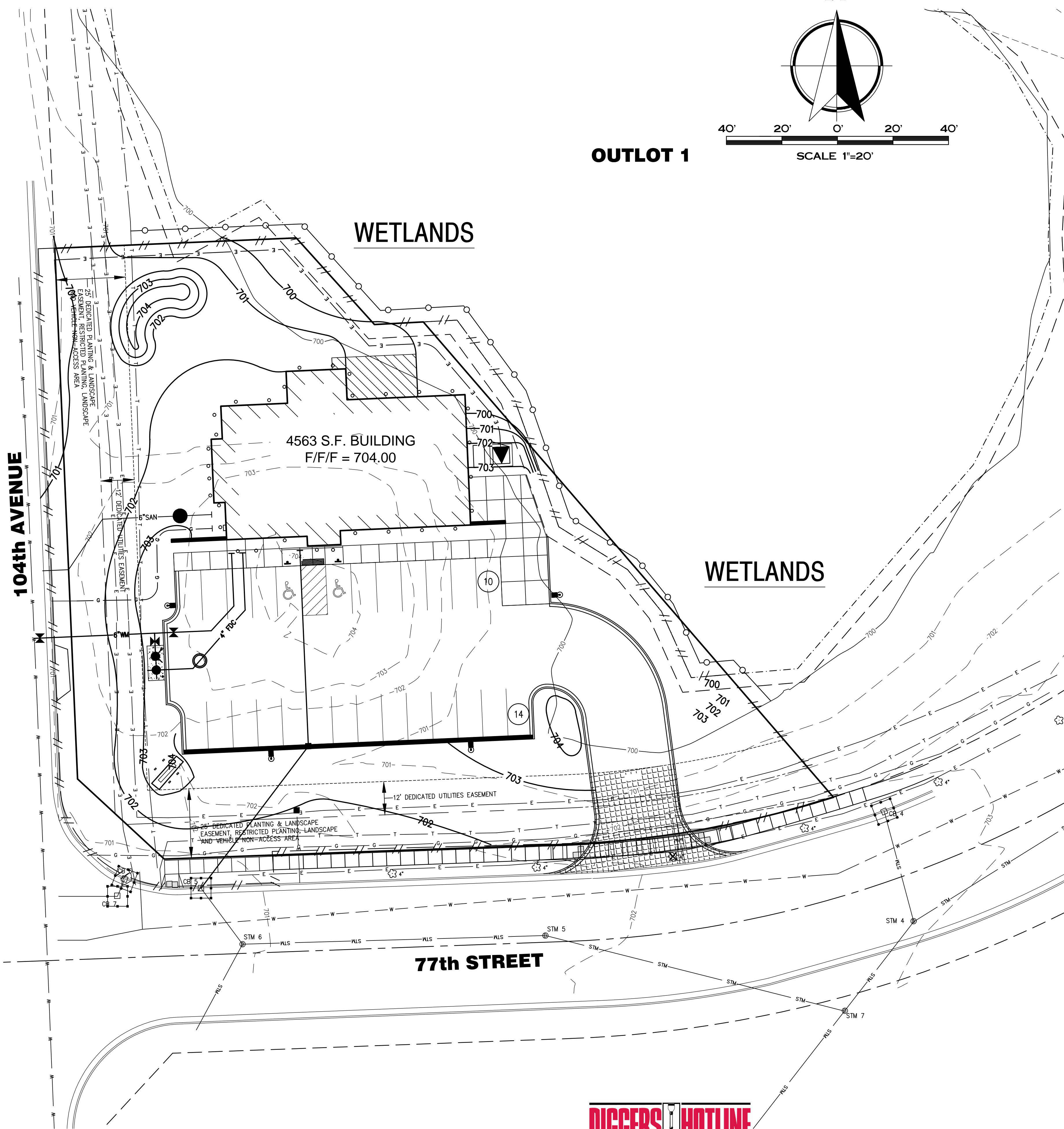
NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: SCB  
DATE: 8-21-2013  
CHECKED: MDE  
DATE: 9-16-2013

**2012.0009.17**  
SHEET  
**C-3**

**ISSUE FOR REVIEW 9-16-13**





## 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/stdspec/index.htm>

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

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

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

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

## EROSION CONTROL

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

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

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

- THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:
  - AT LEAST WEEKLY.
  - WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD.
- THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:
  - THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED ABOVE.
  - A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES.

CONSTRUCTION FENCE SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. CONSTRUCTION FENCING SHALL BE INSTALLED 3 TO 5 FEET UPSTREAM OF ANY SILT FENCE TO ALLOW FOR SEDIMENT REMOVAL, GENERAL MAINTENANCE AND REPLACEMENT OF THE EROSION CONTROL DEVICE. MATERIAL FOR CONSTRUCTION FENCE SHALL BE HIGH DENSITY POLYETHYLENE MESH SUPPLIED IN EITHER 50-FOOT OR 100-FOOT ROLLS. THE FENCING SHALL BE A MINIMUM OF 4 FEET HIGH AND SHALL BE WEATHER-, CHEMICAL- AND ULTRAVIOLET-RESISTANT TO INCREASE THE PRODUCT LIFE. FENCING SHALL BE SUPPORTED AT MAXIMUM TEN-FOOT (10') INTERVALS BY METAL T-POSTS OR OTHER APPROVED METHODS SUFFICIENT TO KEEP THE FENCE UPRIGHT AND IN PLACE. WOODEN STAKES AND REBAR POSTS ARE NOT CONSIDERED AS AN APPROVED METHOD OF SUPPORT. DEFAULT COLOR OF FENCING SHALL BE ORANGE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT. CONSTRUCTION FENCE MATERIAL SHALL BE SECURED TO THE METAL T-POSTS BY PLASTIC ZIP OR WIRE TIES AS NEEDED TO KEEP THE FENCE UPRIGHT AND IN PLACE. FENCE MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR AT PROJECT COMPLETION AND SHALL BE REMOVED FROM THE SITE.

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

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

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

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

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

## EROSION CONTROL / GRADING LEGEND

	GRAVEL TRACKING PAD		CONSTRUCTION FENCE
	EXISTING CONTOURS		SILT FENCE
	PROPOSED CONTOURS		EROSION BALES
	EROSION MATTING CLASS 1, TYPE B		STORM INLET PROTECTION
			TREE REMOVAL

**DIGGERS HOTLINE**  
Call 811 or (800) 242-8511  
[www.DiggersHotline.com](http://www.DiggersHotline.com)



**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors  
1458 Horizon Blvd., Suite 200, Racine, WI. 53406  
Tel: (262)634-5588 Fax: (262)634-5024  
Website: [www.nmbasc.net](http://www.nmbasc.net)

**REGNER VETERINARY CLINIC**

**MASTER EROSION CONTROL PLAN**

**FOR AURIGA, LLC.**

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

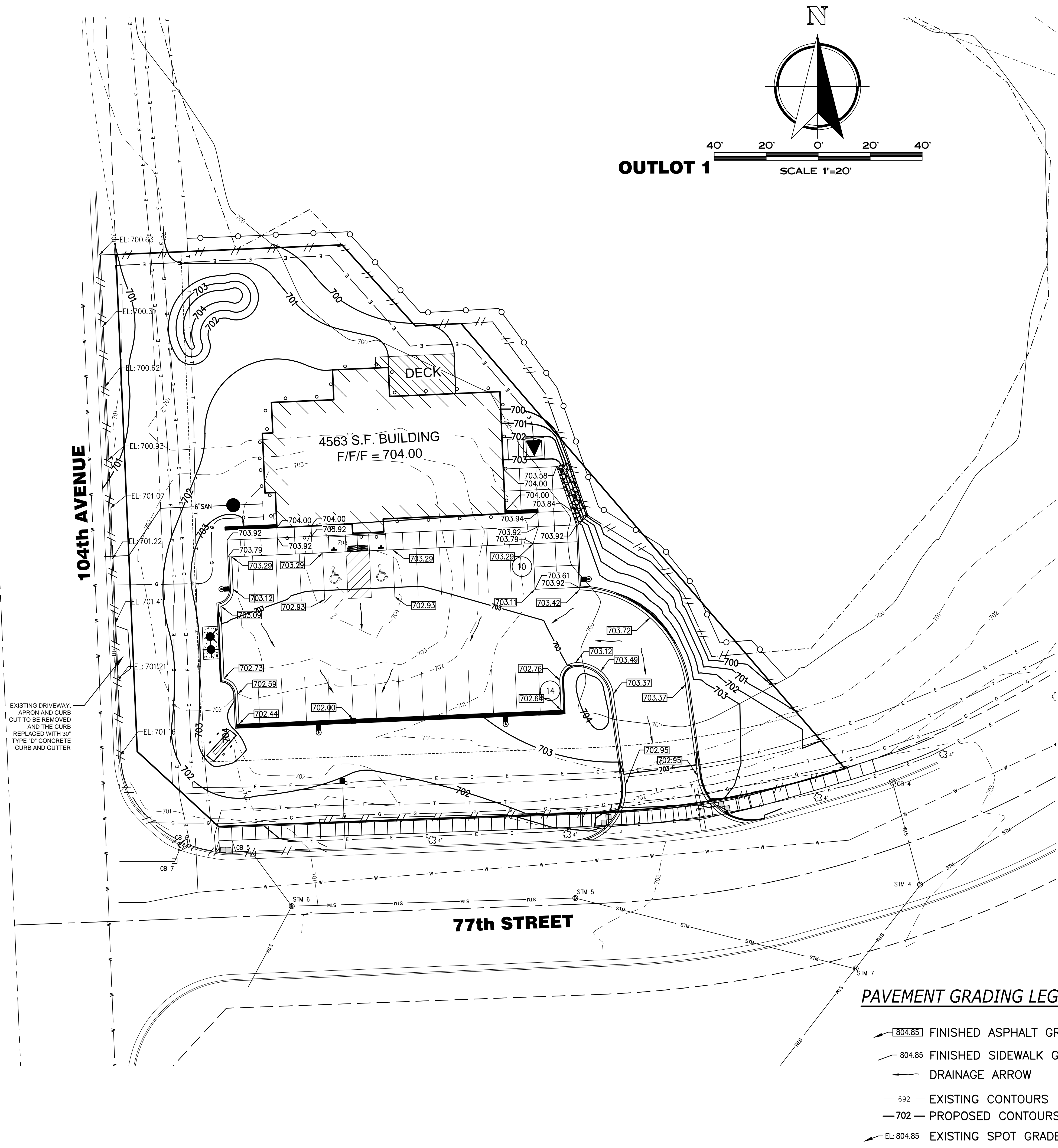
NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: MMM  
DATE: 8-22-2013  
CHECKED: MDE  
DATE: 9-16-2013

2012.0009.17  
SHEET  
**C-4**

**ISSUE FOR REVIEW 9-16-13**





**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://roadwaysstandards.dot.wi.gov/standards/stndspe/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 501 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.

**PAVEMENT GRADING LEGEND**

- 804.85 — FINISHED ASPHALT GRADES
- 804.85 — FINISHED SIDEWALK GRADES
- — DRAINAGE ARROW
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- EL: 804.85 EXISTING SPOT GRADES

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

18" VERTICAL FACE CONCRETE CURB & GUTTER

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

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

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

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

**mb**

**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors

1458 Horizon Blvd, Suite 200, Racine, WI. 53406  
Tele: (262)634-5588 Fax: (262)634-5024  
Website [www.nmbasc.net](http://www.nmbasc.net)

**REGNER VETERINARY CLINIC**  
**SITE GRADING / PAVEMENT PLAN**

**FOR AURIGA, LLC.**

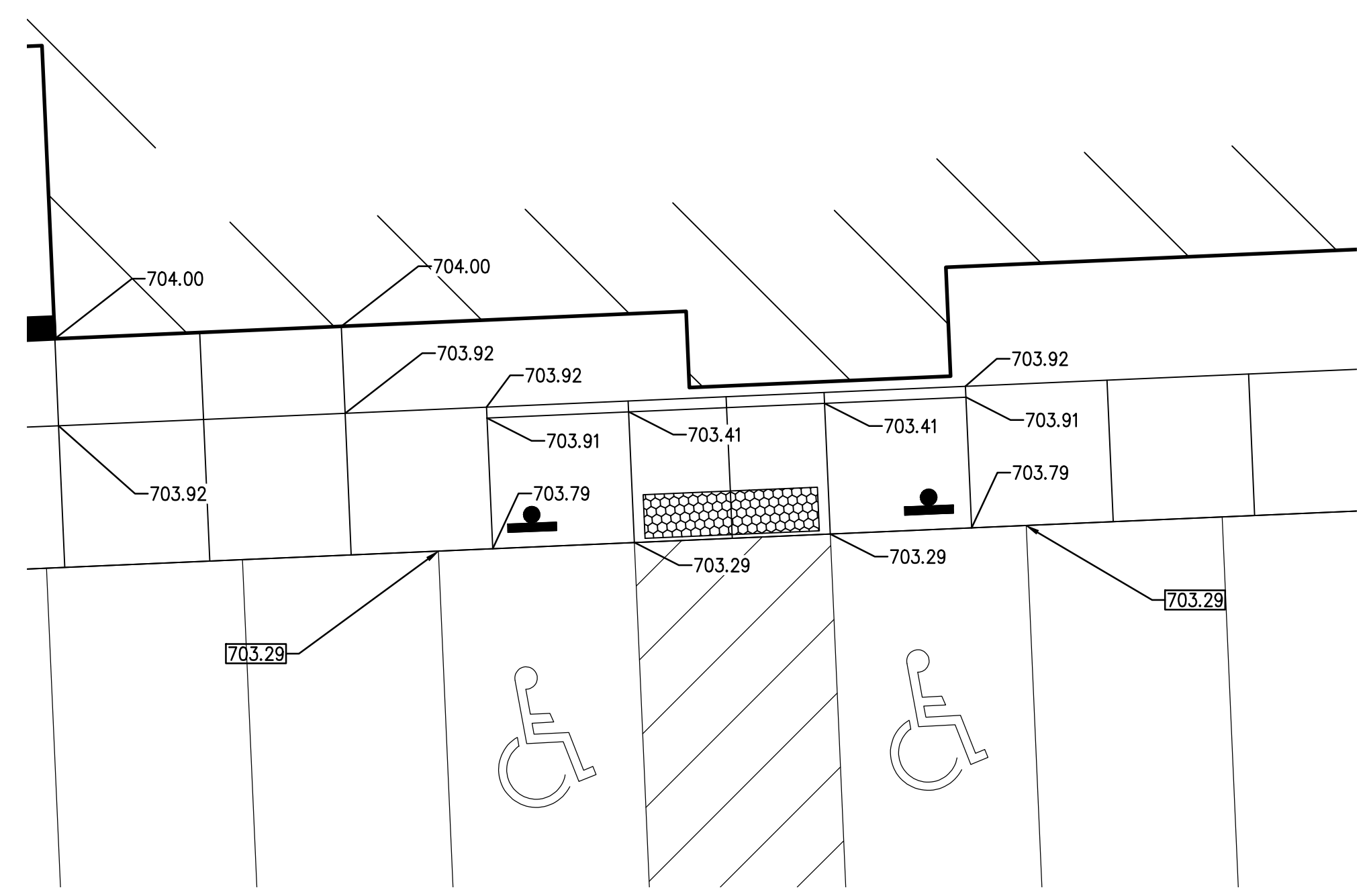
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

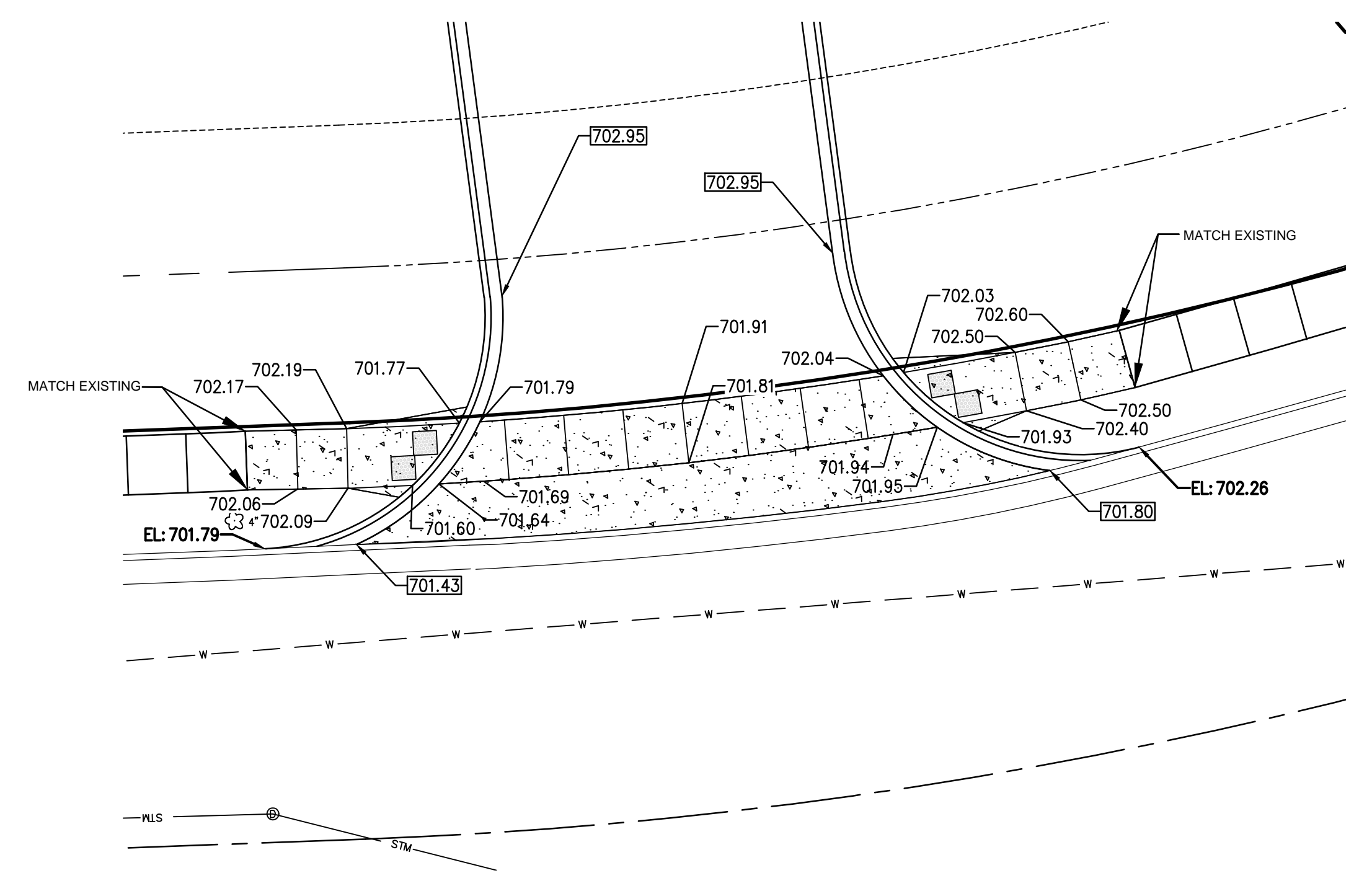
PROJ. MGR: MDE  
DRAFTED: MMM  
DATE: 8-22-2013  
CHECKED: MDE  
DATE: 9-16-2013

2012.0009.17  
SHEET  
**C-5**

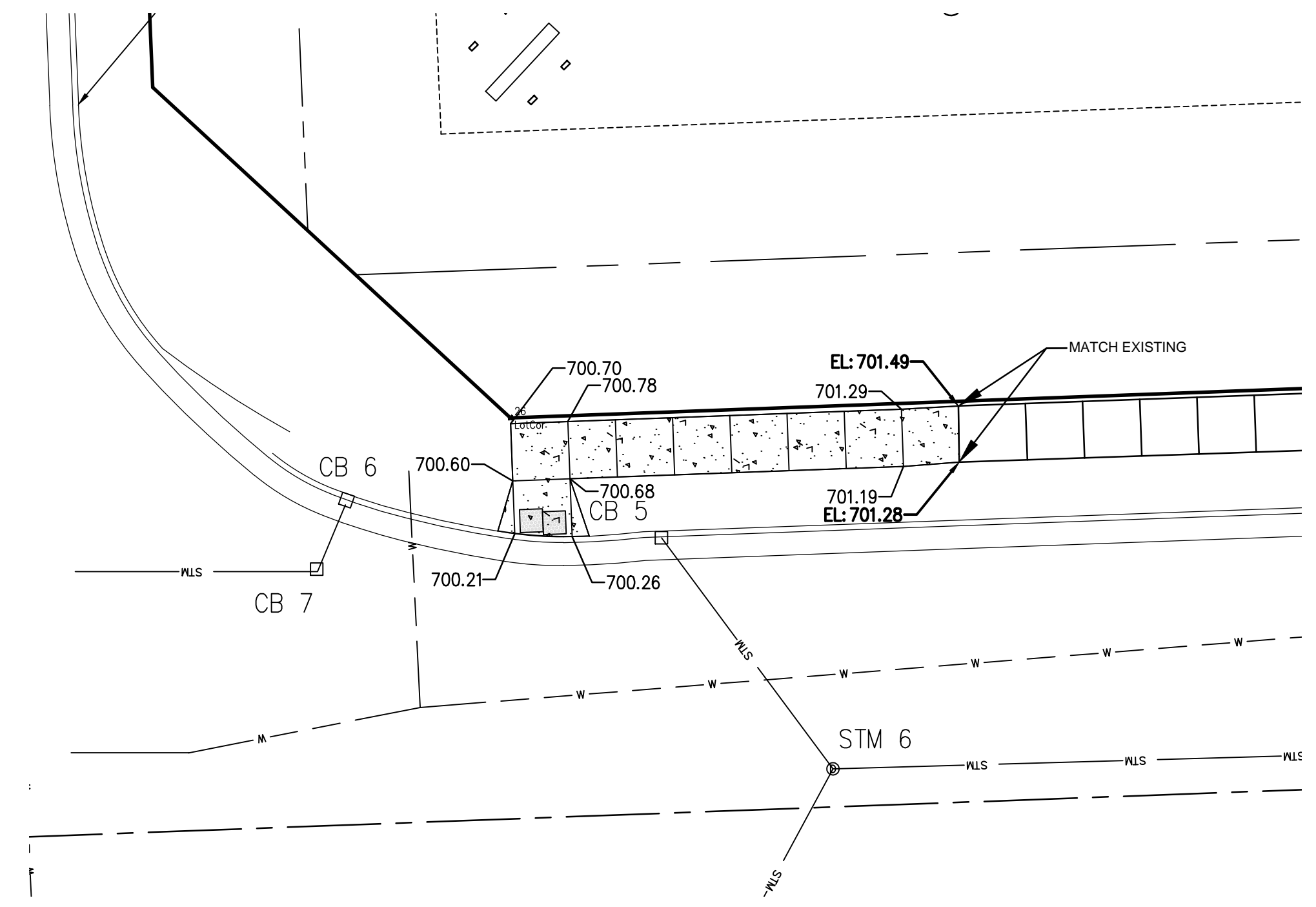




**HANDICAP ACCESSIBLE RAMP DETAIL**  
NOT TO SCALE

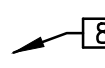

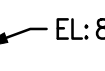
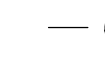
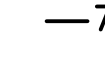


**DRIVEWAY APPROACH DETAIL**  
NOT TO SCALE



**PUBLIC SIDEWALK DETAIL**  
NOT TO SCALE

**PAVEMENT GRADING LEGEND**

-  FINISHED ASPHALT GRADES
-  FINISHED SIDEWALK GRADES
-  EXISTING SPOT GRADES
-  EXISTING CONTOURS
-  PROPOSED CONTOURS

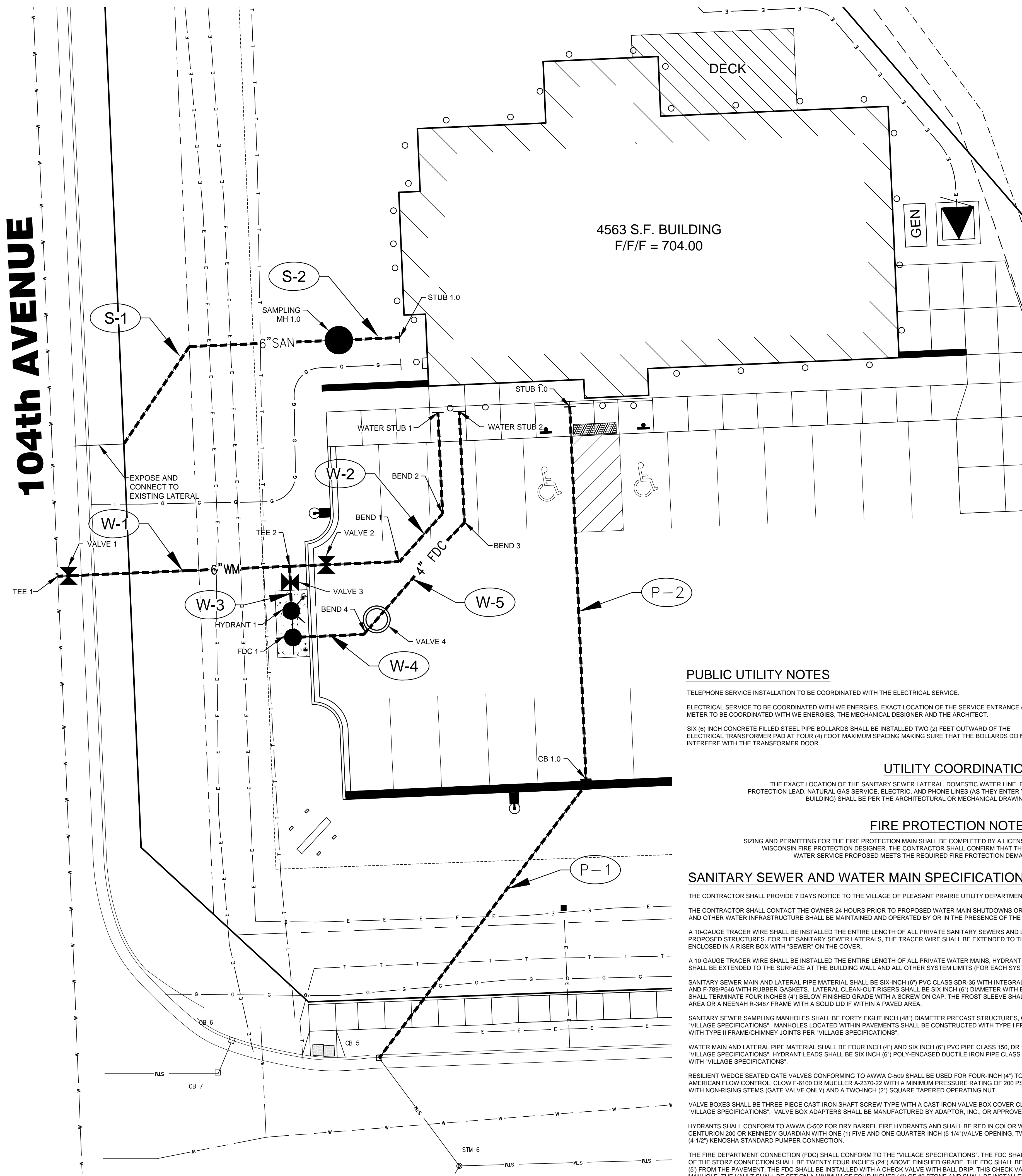
NO.	REVISION	BY	DATE

PROJ. MGR: \_\_\_\_\_ MDE  
DRAFTED: \_\_\_\_\_ MMM  
DATE: 8-22-2013  
CHECKED: \_\_\_\_\_ MDE  
DATE: 9-16-2013

**2012.0009.17**  
SHEET  
**C-6**



104th AVENUE



4563 S.F. BUILDING  
F/F/F = 704.00

REFERENCES

ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:  
STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS "STANDARD SPECIFICATIONS."  
STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2012 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roadwaysstandards.dot.wis.gov/standardsandspec/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."

GENERAL NOTES

ALL APPLICATIONS AND CONNECTION FEES FOR SANITARY SEWER AND WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE EXISTING SYSTEMS.  
CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.  
CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.  
ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS."  
AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.  
MATERIAL FOR SANITARY SEWERS AND WATER MAINS SHALL BE IN ACCORDANCE WITH THE STATE OF WISCONSIN DEPARTMENT OF SAFETY & PROFESSIONAL SERVICES (SPS) AND THE "VILLAGE SPECIFICATIONS".  
ALL SANITARY SEWER, STORM 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.

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 382.367(10). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE ROOF DRAIN LEADS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL.  
THE STORM SEWER SYSTEM (PIPES P-1 - P-5) WAS SIZED ACCORDING TO SPS TABLE 382.364 "MAXIMUM CAPACITY OF STORM WATER HORIZONTAL CONVEYANCE PIPING FOR CONCRETE, ASTM C76 AND ASTM C14". ANY MATERIAL APPROVED BY THE VILLAGE OF PLEASANT PRAIRIE AND THE WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES MAY BE USED AT THE SLOPES AND SIZES DESIGNED.  
THE ROOF DRAINAGE SYSTEM SURROUNDING THE BUILDING SHALL ALL BE 6" PVC AT A MINIMUM SLOPE OF 1.04%. THE PIPES CONNECTING TO THE DOWNSPOUTS (DS) OR ROOF DRAINS (RD) SHALL ALL BE 4" PVC AT A MINIMUM SLOPE OF 0.26%. GREATER SLOPES THAN THOSE LISTED ABOVE MAY BE USED PROVIDED THAT A MINIMUM OF FOUR FEET (4') OF COVER IS MAINTAINED OVER THE TOP OF THE PIPE.  
STORM SEWER, ROOF DRAIN AND STORM BUILDING SEWER PIPE AND TUBING MATERIALS SHALL CONFORM TO SPS 384.30 OF THE WISCONSIN ADMINISTRATIVE CODE. REINFORCED CONCRETE PIPE (RCP) AND POLYVINYL CHLORIDE (PVC) MATERIALS SHALL BE SELECTED FROM TABLE 384.30-6. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MATERIAL (IF SELECTED) SHALL MEET THE REQUIREMENTS OF AASHTO M-252. FOR 4"-10" DIAMETER SIZES AND AASHTO M-254 FOR 12"-48" DIAMETER SIZES.  
BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".  
STORM SEWER MANHOLES (MH) SHALL BE FORTY-TWO INCH (42") DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". MANHOLES SHALL BE FURNISHED WITH A NEEHAH R-1580 FRAME & GRATE.  
STORM SEWER CATCH BASINS (CB) INSTALLED WITHIN CURB & GUTTER SECTIONS SHALL BE TWENTY-FOUR INCH BY THIRTY-SIX INCH (24" X 36") RECTANGULAR REINFORCED CONCRETE STRUCTURES FURNISHED WITH A NEEHAH R-3067 TYPE "DL" FRAME & GRATE IN ACCORDANCE WITH THE DETAIL SHOWN ON THE "TYPICAL SECTIONS AND CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.  
STORM SEWER INLETS (IN) SHALL BE EIGHTEEN INCH (18") NDS 1800 CATCH BASINS, OR APPROVED EQUAL, WITH A SIX INCH (6") EXTENSION RISER, AS NEEDED, TO REACH THE RIM ELEVATION AS SHOWN ON THE PLANS. EACH INLET STRUCTURE SHALL BE FURNISHED WITH AN NDS 1891 DOME GRATE (GREEN), INSTALLED UPSIDE DOWN AND COVERED WITH THREE INCHES (3") TO FOUR INCHES (4") RIVER ROCK AS SHOWN ON THE DETAIL ON THE "TYPICAL SECTIONS AND CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET.  
ALL CATCH BASINS, SHALL BE FURNISHED WITH A MINIMUM TWELVE INCH (12") SUMP.  
ALL STORM SEWERS, MANHOLES, CATCH BASINS AND INLETS SHALL BE CONSTRUCTED WITH WATER AND GAS TIGHT JOINTS IN CONFORMANCE WITH SPS 384.40.

STORM WATER MAINTENANCE PLAN

THE STORM WATER DRAINAGE / WATER QUALITY SYSTEM BEING INSTALLED AS PART OF THIS DEVELOPMENT SHALL BE INSPECTED ON A SEMIANNUAL BASIS.  
AS PART OF THE INSPECTION, ANY SILT, SEDIMENT OR DEBRIS BUILT UP IN THE BOTTOM OF THE STRUCTURE SHALL BE REMOVED AND DISPOSED OF.  
IF EXCESSIVE AMOUNTS OF SEDIMENT ARE PRESENT, THE MAINTENANCE SCHEDULE SHALL BE ADJUSTED ACCORDINGLY OR A PAVEMENT SWEEPING PROGRAM ESTABLISHED TO MINIMIZE THE SEDIMENT LOADING ENTERING THE STORM WATER DRAINAGE/WATER QUALITY SYSTEM.  
THE PROPERTY OWNER IS ULTIMATELY RESPONSIBLE FOR ENSURING THAT THE STORM WATER LEAVING THE SITE IS AS CLEAN AS PRACTICABLE.

PUBLIC UTILITY NOTES

TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.  
ELECTRICAL SERVICE TO BE COORDINATED WITH WE ENERGIES. EXACT LOCATION OF THE SERVICE ENTRANCE / METER TO BE COORDINATED WITH WE ENERGIES, THE MECHANICAL DESIGNER AND THE ARCHITECT.  
SIX (6) INCH CONCRETE FILLED STEEL PIPE BOLLARDS SHALL BE INSTALLED TWO (2) FEET OUTWARD OF THE ELECTRICAL TRANSFORMER PAD AT FOUR INCHES (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 8" WATER SERVICE PROPOSED MEETS THE REQUIRED FIRE PROTECTION DEMAND.

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)(b). 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 MAIN AND 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/PS46 WITH RUBBER GASKETS. LATERAL CLEAN-OUT RISERS SHALL BE SIX INCH (6") DIAMETER WITH EIGHT INCH (8") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEAN-OUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO FINISHED GRADE AND COVERED WITH A SCREW ON CAP IF WITHIN A LANDSCAPED AREA OR A NEEHAH R-3487 FRAME WITH A SOLID LID IF WITHIN A PAVED AREA.  
SANITARY SEWER SAMPLING MANHOLES SHALL BE FORTY EIGHT INCH (48") DIAMETER PRECAST STRUCTURES, CONFORMING TO ASTM C478, WITH A NEEHAH R-1580 TYPE "B" FRAME & COVER IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". MANHOLES LOCATED WITHIN PAVEMENTS SHALL BE CONSTRUCTED WITH TYPE I FRAME/CHIMNEY JOINTS PER "VILLAGE SPECIFICATIONS". ALL OTHER MANHOLES SHALL BE CONSTRUCTED WITH TYPE II FRAME/CHIMNEY JOINTS PER "VILLAGE SPECIFICATIONS".  
WATER MAIN AND LATERAL PIPE MATERIAL SHALL BE FOUR INCH (4") AND SIX INCH (6") PVC PIPE CLASS 150, DR 18 (AS SHOWN) MEETING THE REQUIREMENTS OF AWWA STANDARD C-900. IN ACCORDANCE WITH THE "VILLAGE SPECIFICATIONS". HYDRANT LEADS 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 IN ACCORDANCE WITH "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 EITHER MUELLER SUPER CENTURION 200 OR KENNEDY GUARDIAN WITH ONE (1) FIVE AND ONE-QUARTER INCH (5-1/4") VALVE OPENING, TWO (2) TWO AND ONE-HALF INCH (2-1/2") NOZZLE CONNECTIONS AND ONE (1) FOUR AND ONE-HALF INCH (4-1/2") KENOSHA STANDARD PUMPER CONNECTION.  
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 AT 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 NEEHAH R-1755-F2 FROSTWATER-TIGHT FRAME AND SOLID LID.

**DIGGERS HOTLINE**  
Call 811 or (800) 242-8511  
[www.DiggersHotline.com](http://www.DiggersHotline.com)

SANITARY DESIGN

S-1: 50' - 6" PVC @ 1.04%  
S-2: 11' - 6" PVC @ 1.04%  
EX. SAN LATERAL STUB  
I.E. 6" 694.7± (AS-BUILT)  
SAMPLING MANHOLE  
1.0  
RIM 703.26  
I.E. 6" (W) 695.22  
I.E. 6" (E) 695.22  
SANITARY STUB 1  
I.E. 6" (E) 694.58

WATERMAIN DESIGN

W-1: 43' - 6" WM @ 10.47%  
W-2: 52' - 6" WM @ 1.00%  
W-3: 8' - 6" WM @ 1.00%  
W-4: 45' - 4" WM @ 0.00%  
W-5: 17' - 4" WM @ 0.00%

EX WATER MAIN I.E. 12" 691.75± VALVE 1 I.E. 6" 692.21  
TEE 1 (12" X 6" TAPPING TEE/SLEEVE) I.E. 6" 696.57 VALVE 2 I.E. 6" 696.57  
TEE 2 (6" X 6") I.E. 696.50 VALVE 3 I.E. 6" 696.53  
WATER STUB 1 I.E. 6" 697.02 VALVE 4 I.E. 4" 697.02  
WATER STUB 2 I.E. 4" 697.02 BEND 1 (45") I.E. 6" 696.70  
FDC 1 FLANGE ELEVATION - 703.60 BEND 2 (45") I.E. 6" 696.83  
CENTER OF LARGE COUPLING - 704.90 BEND 3 (45") I.E. 4" 697.02  
I.E. 4" 697.02 BEND 4 (45") I.E. 4" 697.02  
HYDRANT 1 FLANGE ELEVATION - 703.70 BEND 4 (45") I.E. 4" 697.02  
CENTER OF LARGE COUPLING - 705.00 I.E. 6" 696.58

STORM SEWER DESIGN

P-1: 64' - 8" STM @ 1.04%  
P-2: 71' - 6" STM @ 1.04%

EX CB 5 RIM 700.25 I.E. 12" (SE) 697.25± I.E. 8" (NW) 697.45 (PROP)  
CB 1.0 F/L 701.94 I.E. 8" (SW) 698.12 I.E. 6" (N) 698.32  
BLDG STUB 1.0 I.E. 6" (S) 699.06

PRIVATE STORM SEWER DESIGN CALCULATIONS  
REGNER VETERINARY CLINIC

Pipe No.	Description	Upstream Flow (GPM)	Pipe Inlet Flow (GPM)	Total Flow (GPM)	Pipe Length (ft)	Min. Pipe Diameter (inches)	Min. Pipe Slope (%)	Design Slope (%)	Design Capacity (CFD/GPM)
P-2	BLDG STUB 1.0 - CB 1.0	85	85	706.6	6'	8"	1.04%	N/A	6,426(4)
P-1	CB 1.0 - EX CB 5	85	344	429	361.1	6"	1.04%	6,426(4)	

EXISTING UTILITY DATA

STM	RIM	IE	STM	RIM	IE	CB	RIM	IE
STM 4	702.54	15° NW 697.34	STM 7	702.84	42° NE & SW 695.84	CB 6	699.87	15° S 695.37
IE. 42° NE 696.04	IE. 48° SW 696.04	IE. 15° NW 695.99	CB 4	702.07	15° SSE 698.12	CB 7	700.21	15° W 694.71
STM 5	701.79	15° E & W 696.69	CB 5	700.25	12° SE 697.25	SAN 1	706.21	NE & SW 691.86
STM 6	700.94	15° E 694.71	IE. 12° SE 697.25					
IE. 15° NW 695.26								



**Nielsen Madsen & Barber S.C.**  
Civil Engineers and Land Surveyors  
1458 Horizon Blvd., Suite 200, Racine, WI. 53406  
Tel: (262)634-4588 Fax: (262)634-5024  
Website [www.nmbasc.net](http://www.nmbasc.net)

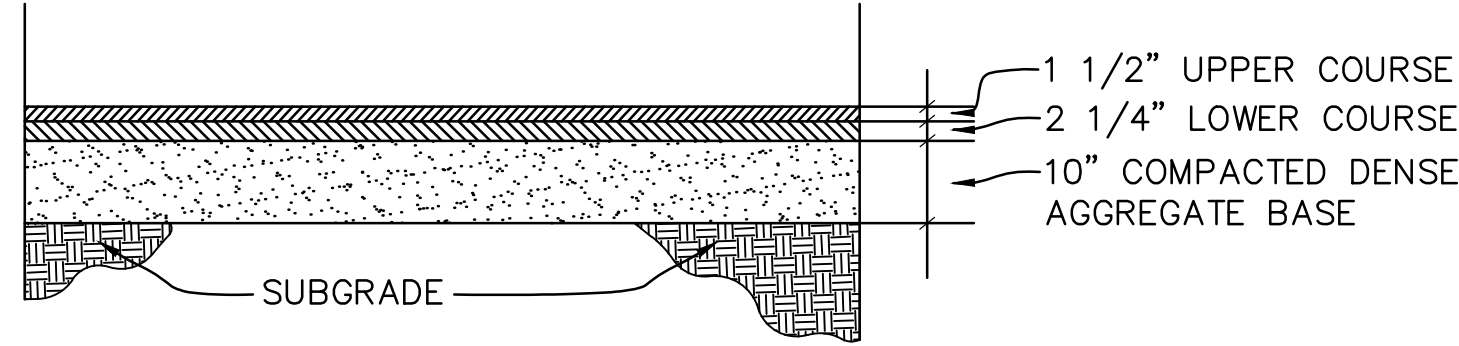
**REGNER VETERINARY CLINIC  
SITE UTILITY PLAN**  
FOR  
**AURIGA, LLC.**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

REVISION: [ ]  
NO. [ ]  
DATE [ ]  
BY [ ]  
PROJ. MGR: [ ] MDE  
DRAFTED: [ ] MMM  
DATE: [ ] 9-3-2013  
CHECKED: [ ] MDE  
DATE: [ ] 9-16-2013  
2012.0009.17  
SHEET  
**C-7**

ISSUE FOR REVIEW - 9-16-13

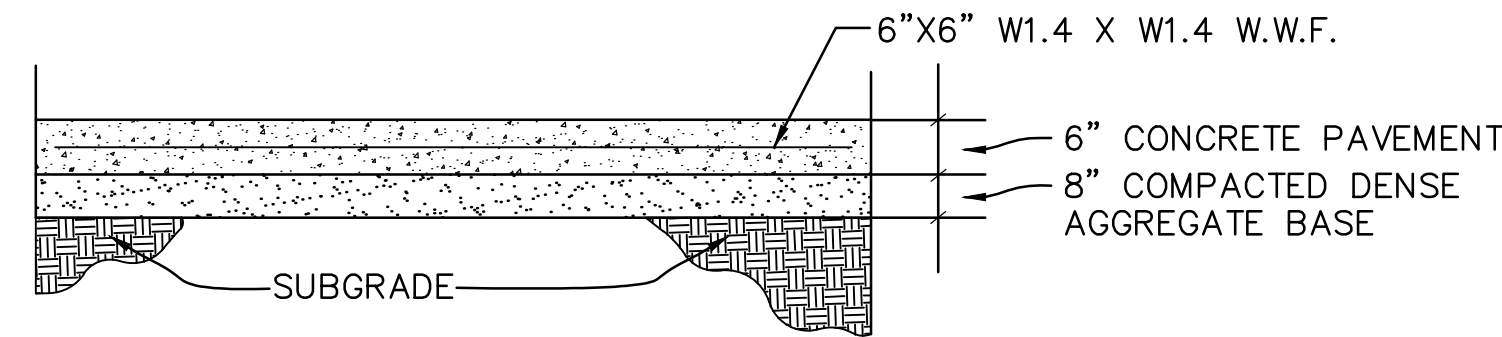


- 13 3/4" PAVEMENT SECTION (TYPICAL)  
 3 3/4" HMA PAVEMENT, WISDOT, TYPE E-0.3  
 \* 1 1/2" THICK UPPER COURSE (9.5 mm GRADATION), PG 64-22 OR PG 58-28  
 \* 2 1/4" THICK LOWER COURSE (19.0 mm GRADATION), PG 64-22 OR PG 58-28  
 10" COMPACTED DENSE AGGREGATE BASE  
 \* 1 1/4" GRADATION (PER SECTION 305.2.2.1 OF THE "STATE SPECIFICATIONS")  
 \* BASE COURSE SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGE OF PAVEMENT OR BACK OF CURB.

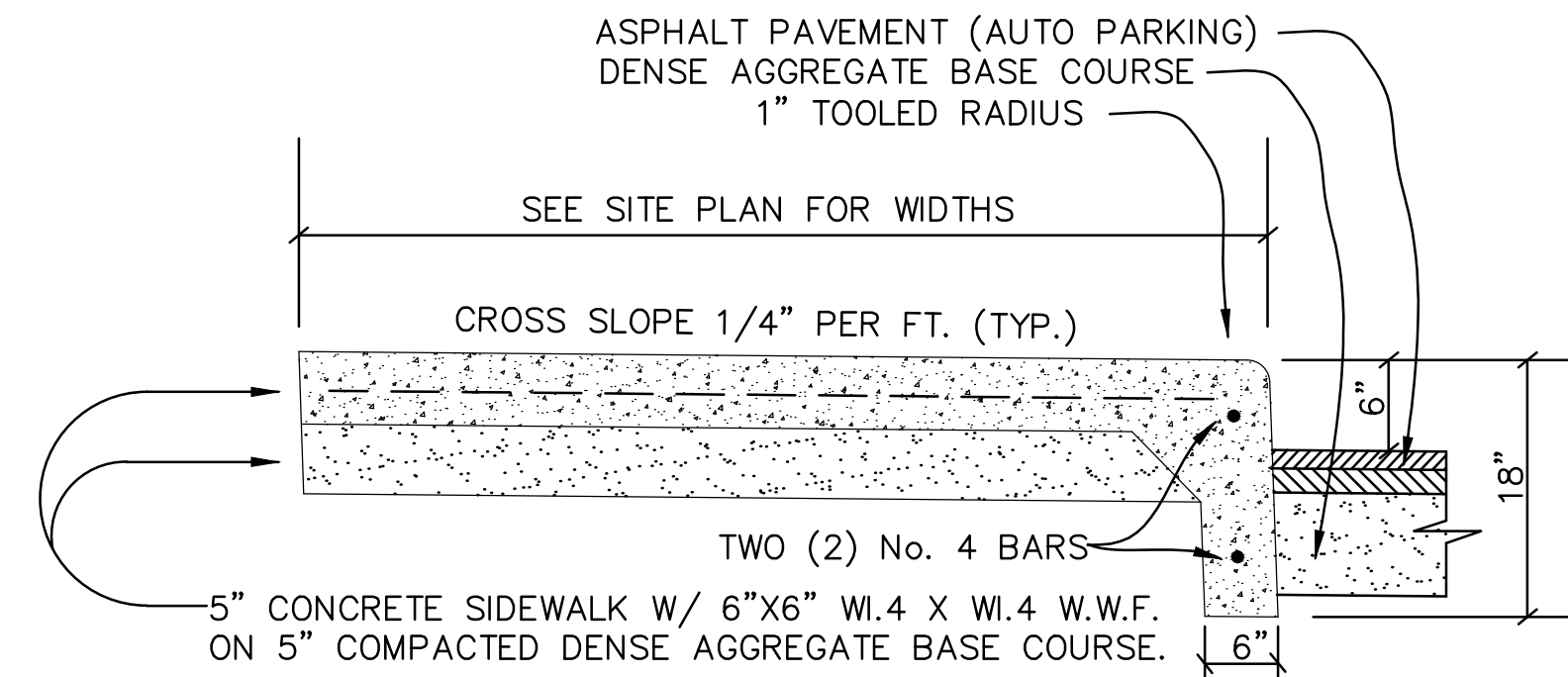


1 **ASPHALT PAVEMENT SECTION  
 AUTO PARKING**  
 NOT TO SCALE

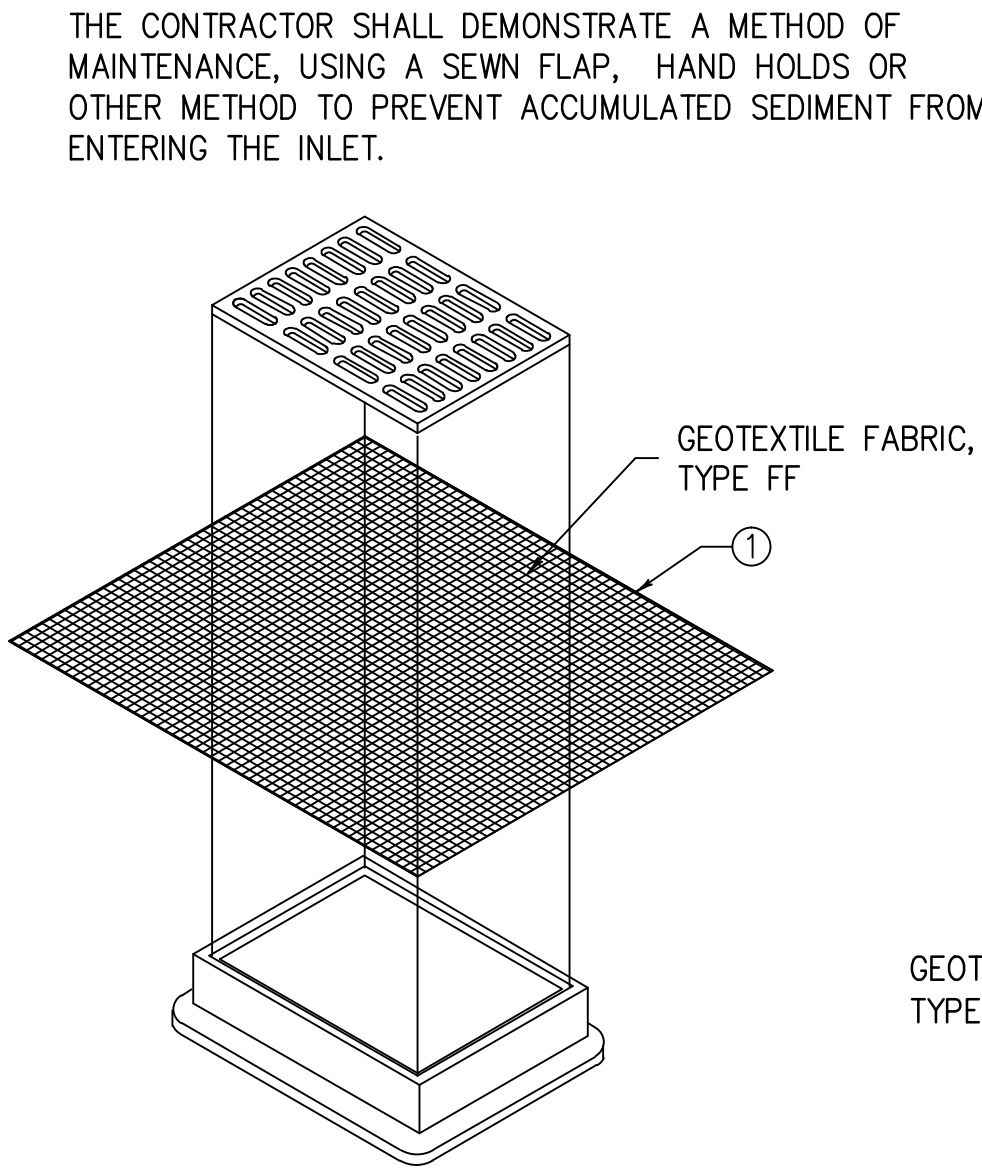
- 14" PAVEMENT SECTION (TYPICAL)  
 6" CONCRETE PAVEMENT (PER SECTION 415 OF THE "STATE SPECIFICATIONS")  
 \* ALL CONCRETE SHALL BE GRADE A-FA, AIR-ENTRAINED, 6-BAG MIX WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.  
 8" COMPACTED DENSE AGGREGATE BASE  
 \* 1 1/4" GRADATION (PER SECTION 305.2.2.1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



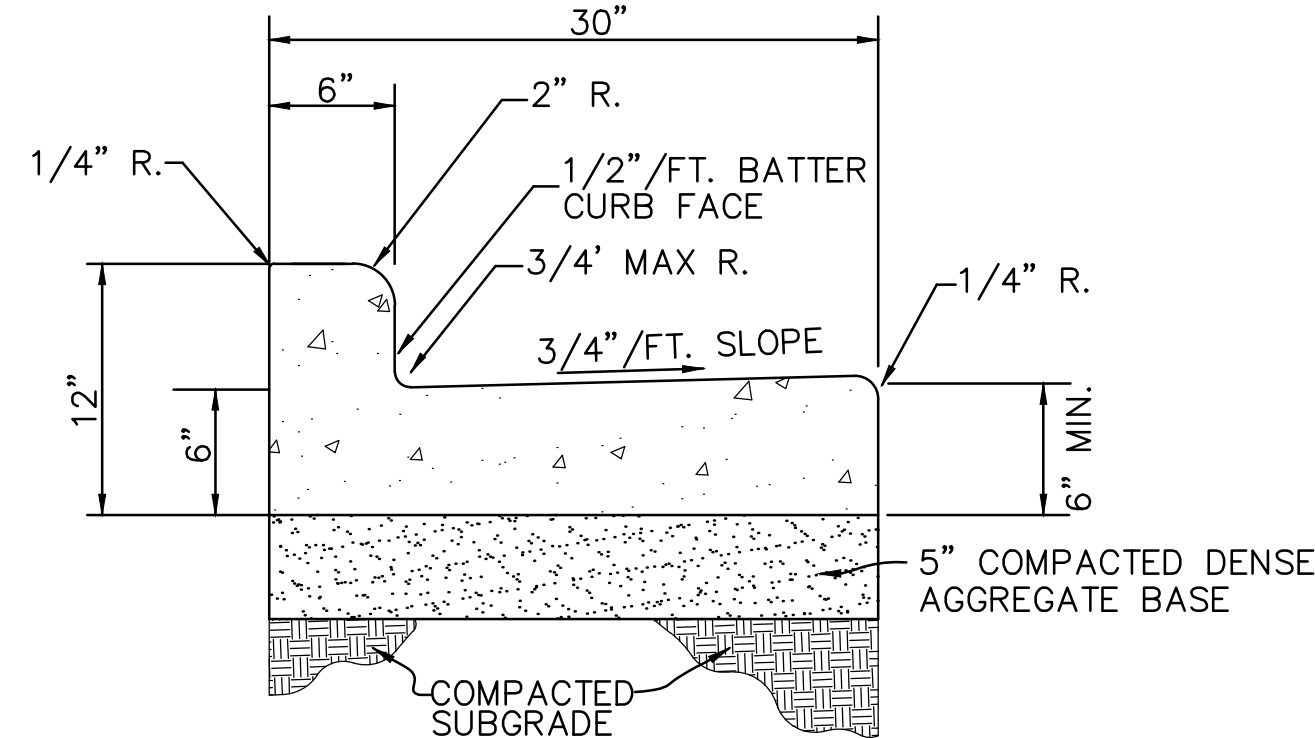
2 **CONCRETE PAVEMENT SECTION  
 ENTRANCE DRIVE**  
 NOT TO SCALE



3 **TYPICAL STORMWATER INLET PROTECTION DETAIL**  
 NOT TO SCALE

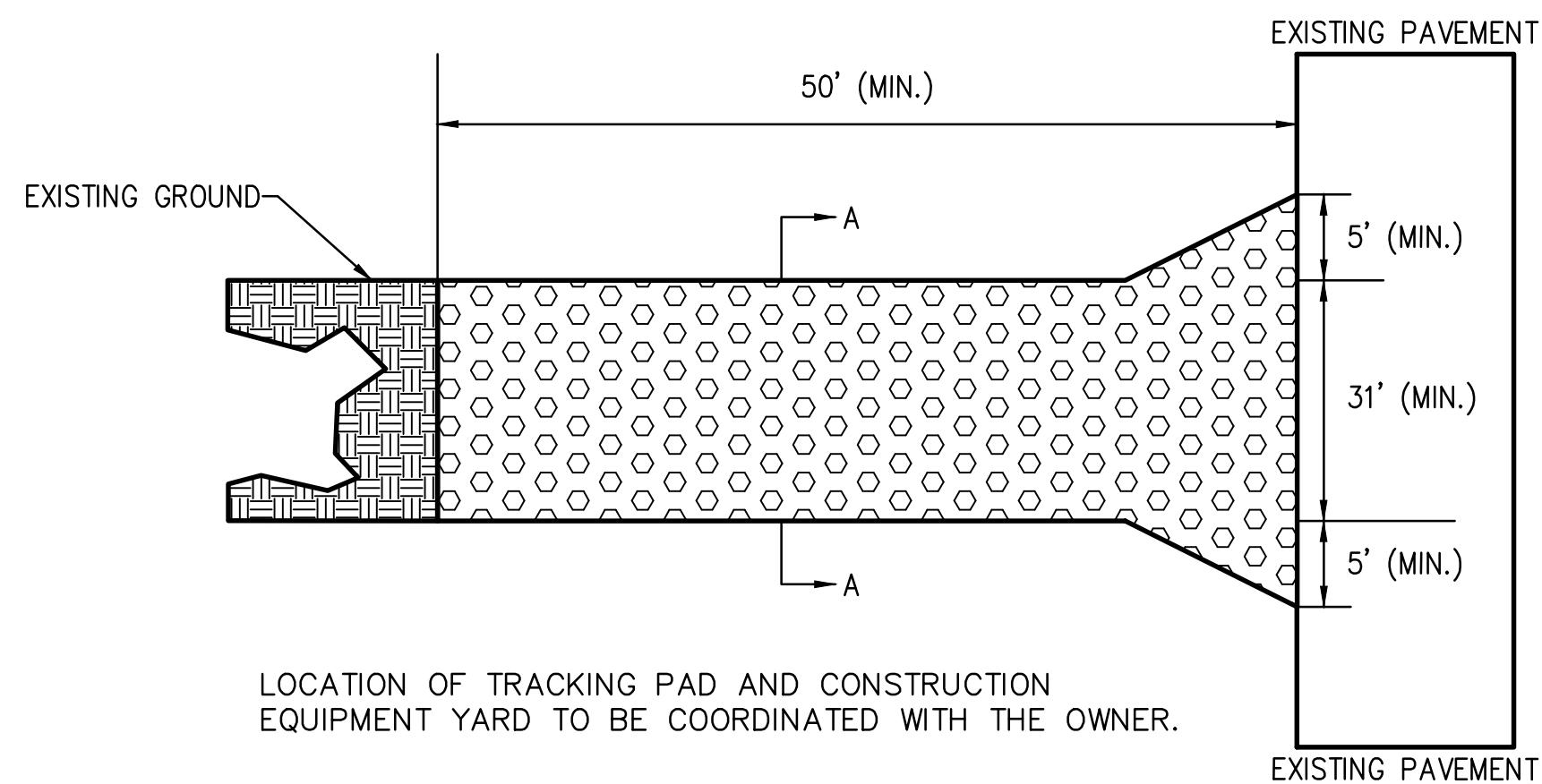


4 **SIDEWALK / BARRIER CURB  
 (TYPICAL SECTION)**  
 NOT TO SCALE

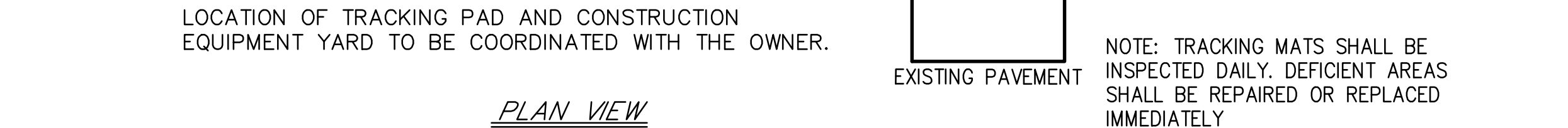


5 **18" VERTICAL FACE  
 REVERSE PAN  
 CURB AND GUTTER**  
 NOT TO SCALE

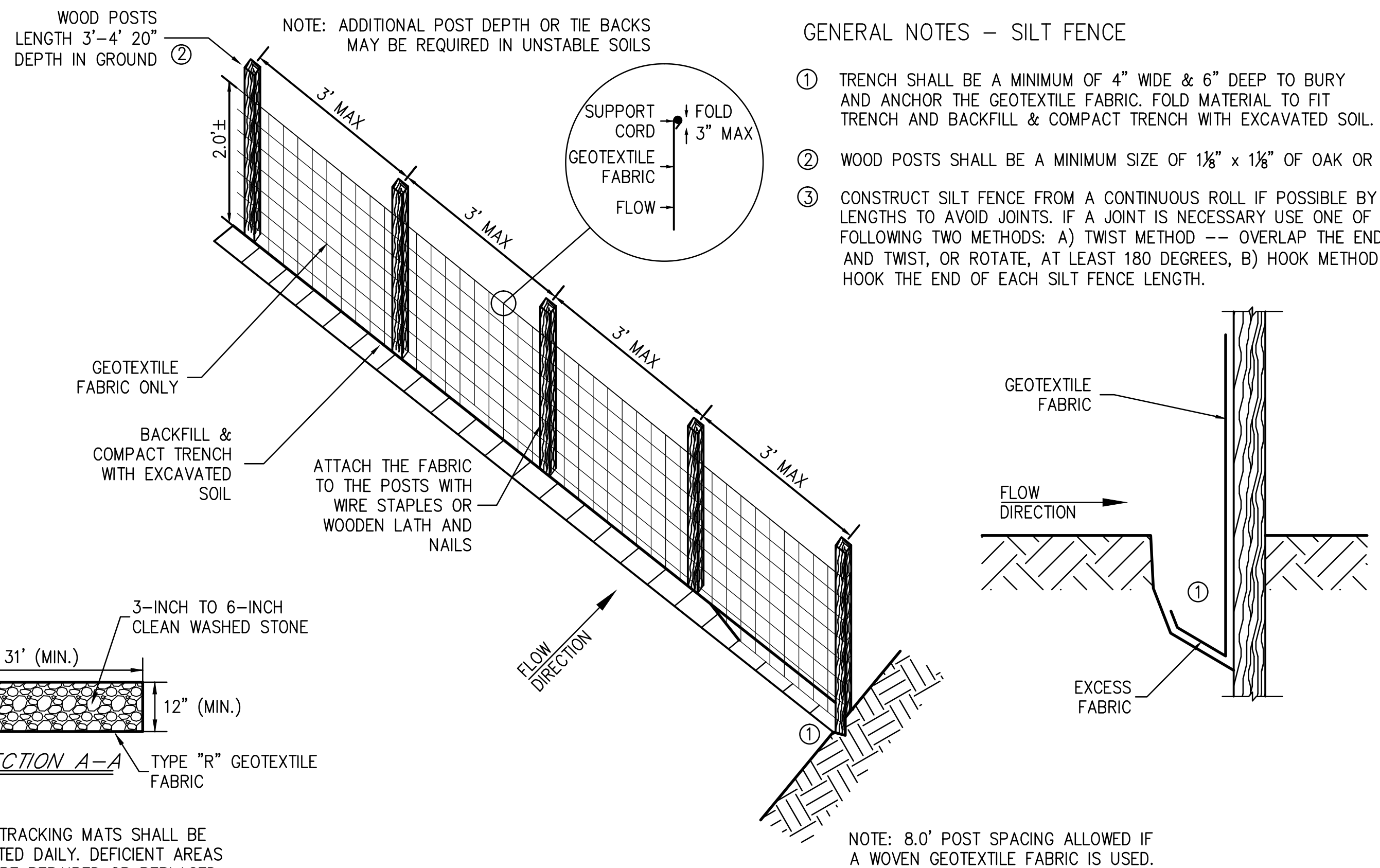
6 **30" VERTICAL FACE  
 CURB AND GUTTER**  
 NOT TO SCALE



7 **18" VERTICAL FACE  
 CURB AND GUTTER**  
 NOT TO SCALE



8 **TRACKING PAD DETAIL**  
 NOT TO SCALE



9 **TYPICAL SILT FENCE DETAIL**  
 NOT TO SCALE

INSTALLATION NOTES

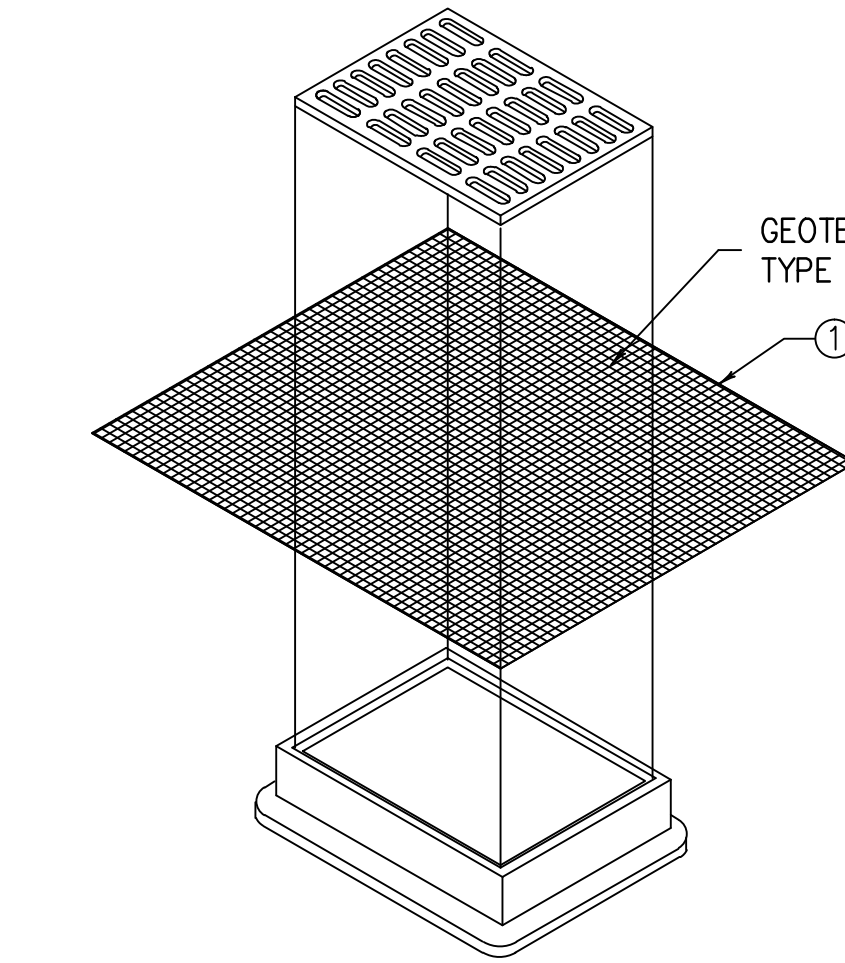
TYPE B & C  
 TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

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

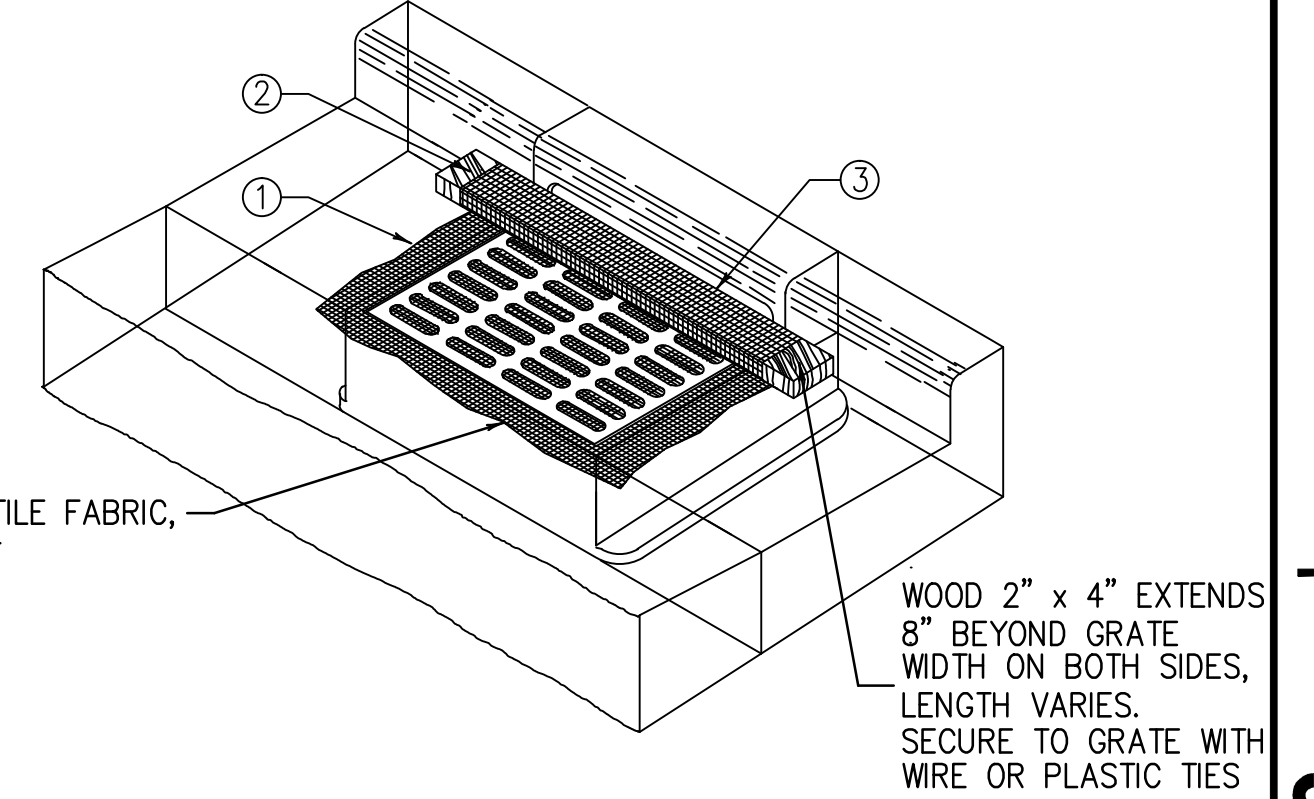
GENERAL NOTES

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WI DOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

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



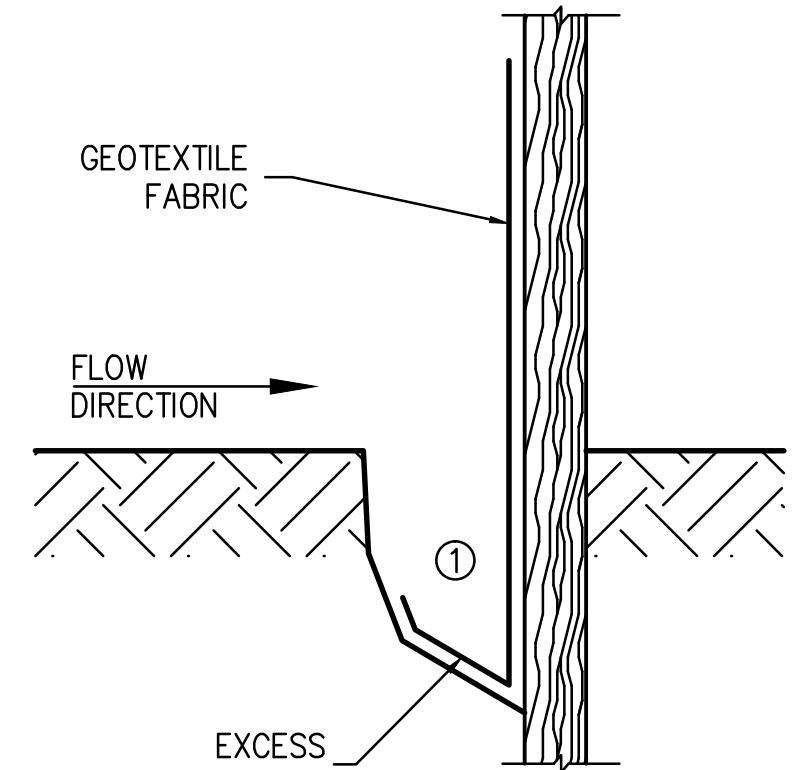
INLET PROTECTION, TYPE B  
 (WITHOUT CURB BOX)  
 (CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



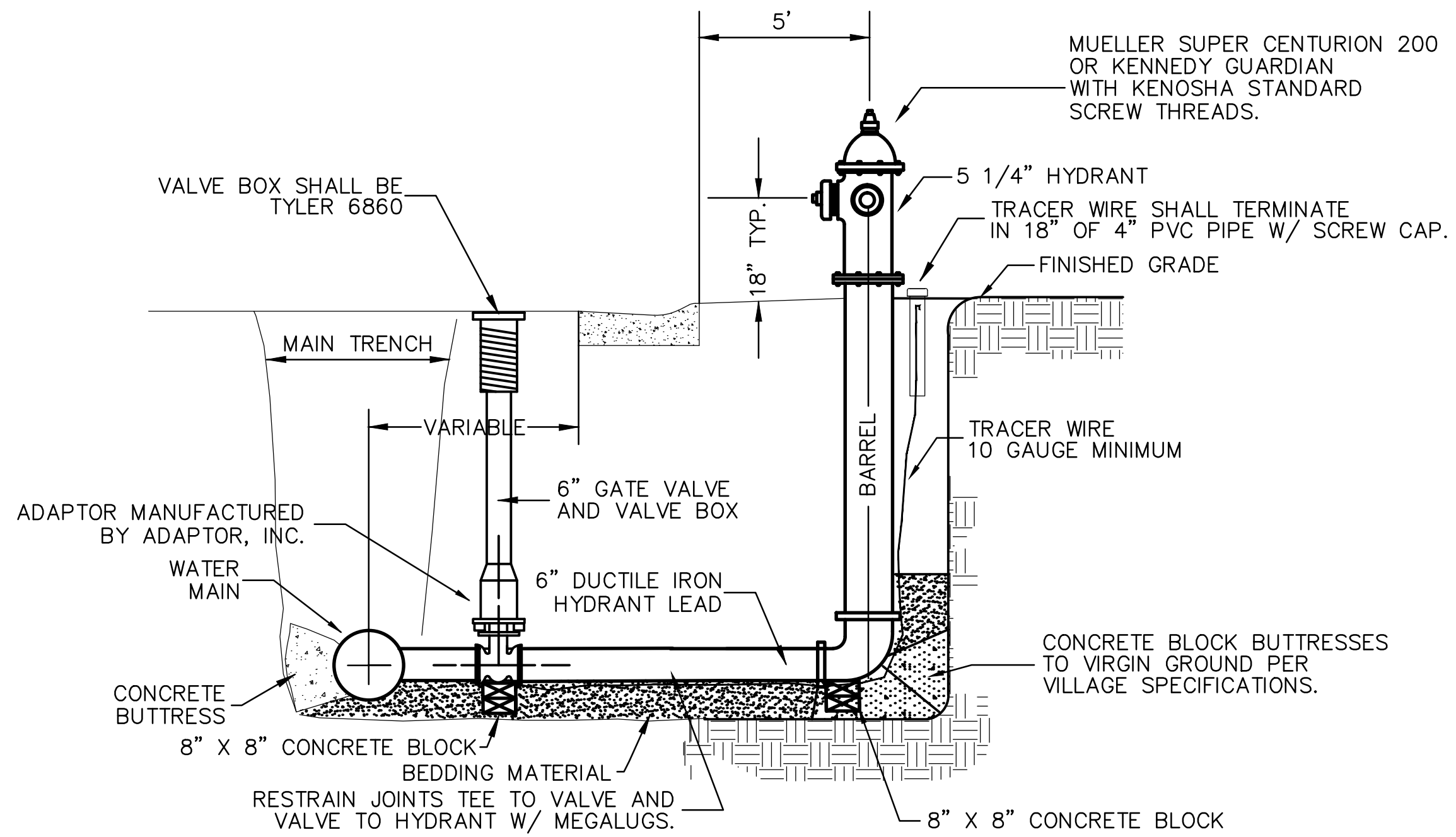
INLET PROTECTION, TYPE C  
 (WITH CURB BOX)  
 (CAN BE INSTALLED IN ANY INLET WITH A CURB BOX)

GENERAL NOTES - SILT FENCE

- 1 TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- 2 WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" x 1 1/2" OF OAK OR HICKORY.
- 3 CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.

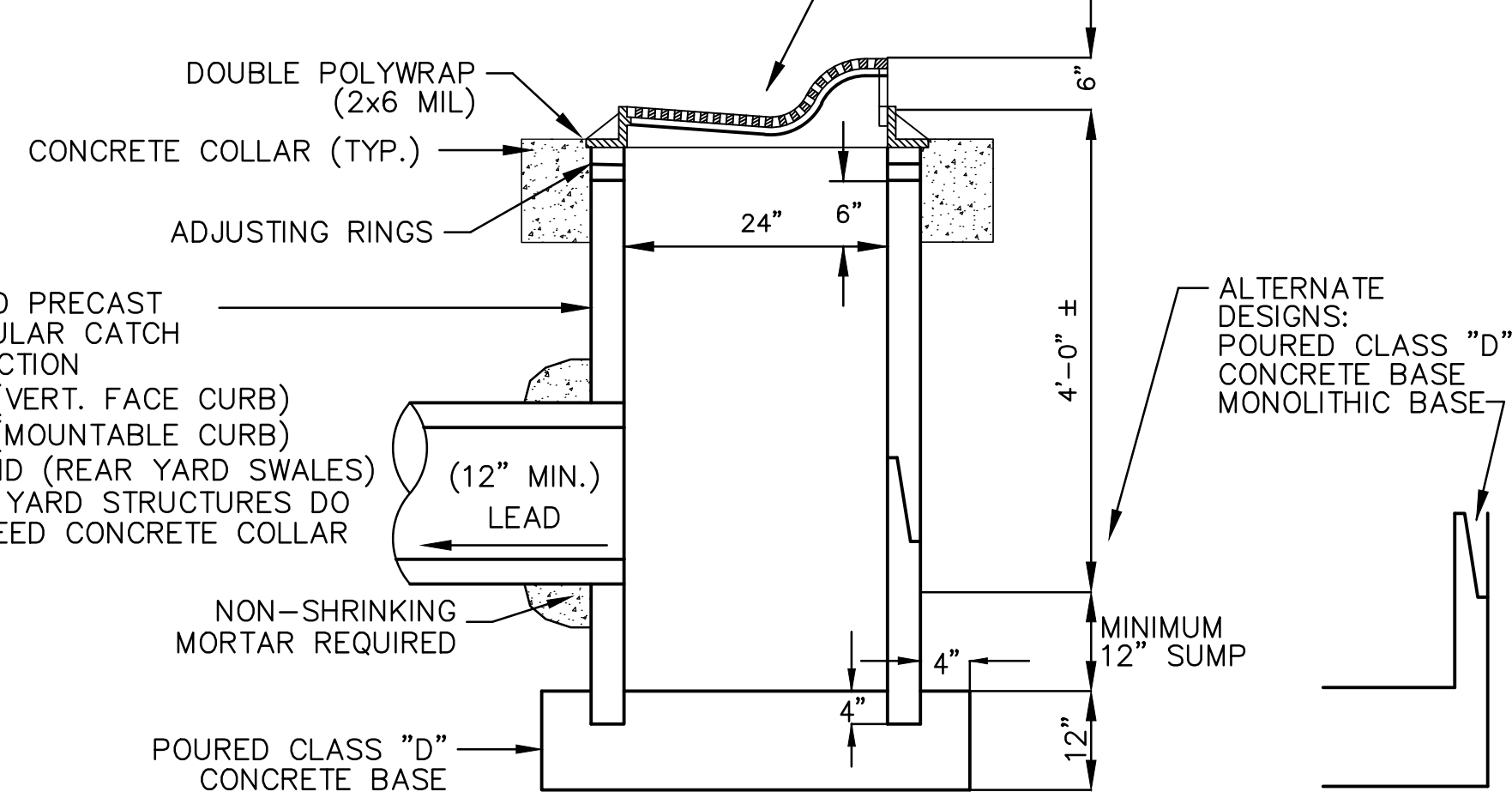




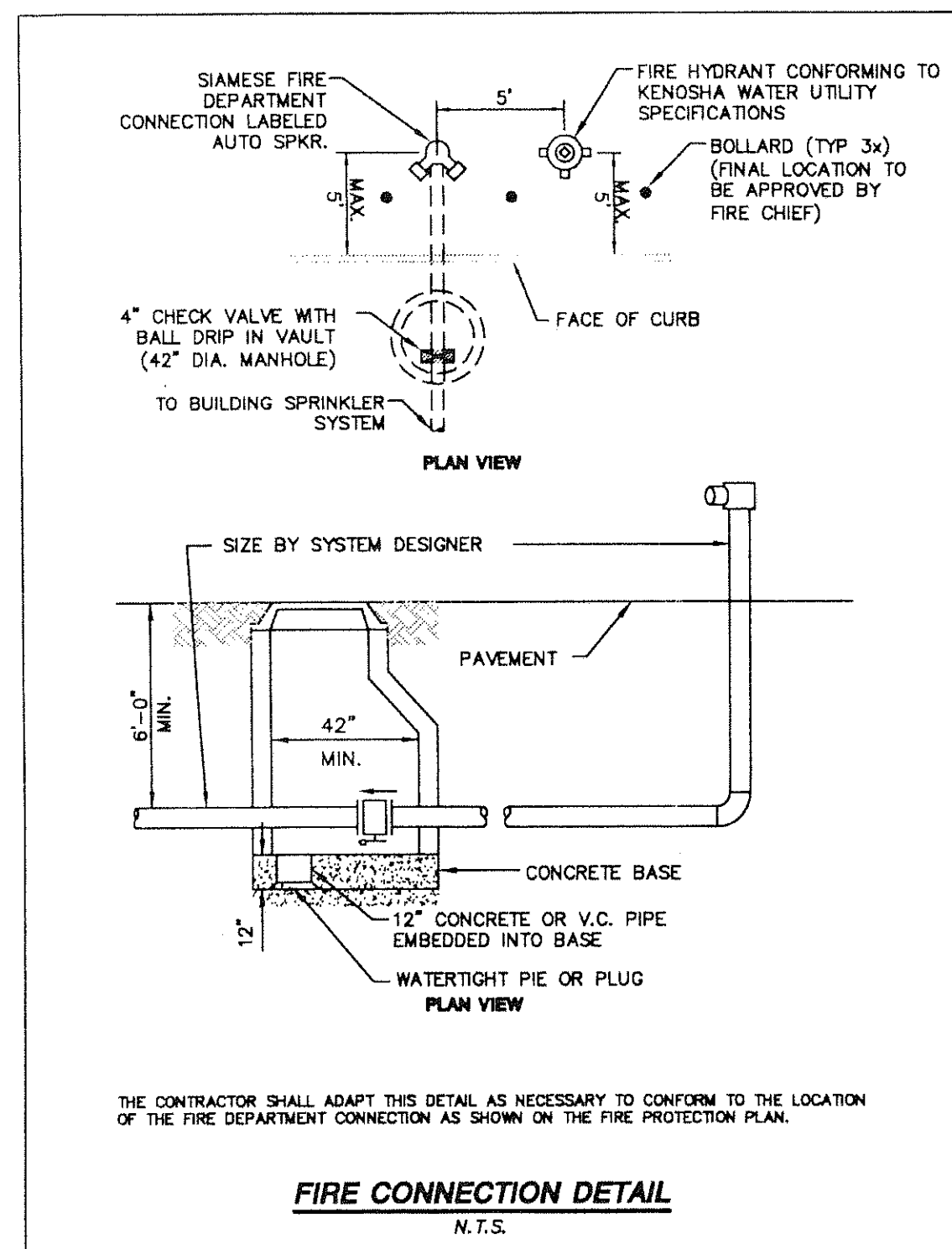


1 **TYPICAL HYDRANT INSTALLATION**  
NOT TO SCALE

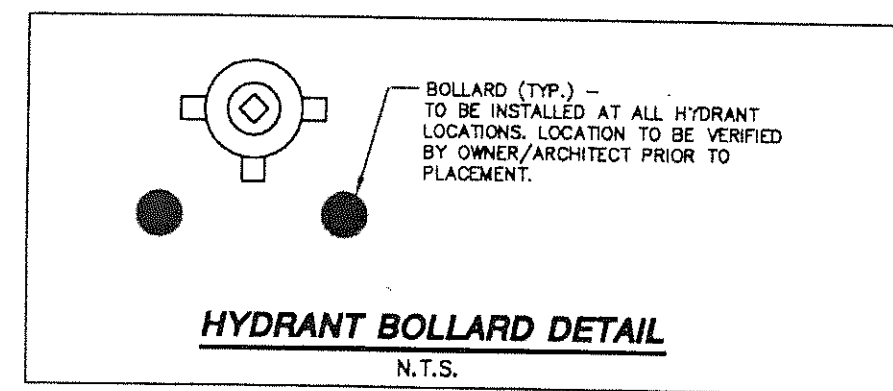
- NOTE:
1. CONCRETE COLLAR AND POLYWRAP TO BE INSTALLED AS PART OF CURB & GUTTER CONSTRUCTION.
  2. BOX OUT CONCRETE COLLAR DURING PAVEMENT CONSTRUCTION.
  3. PLACE 1/2" EXPANSION JOINT AROUND COLLAR PLACED ADJACENT TO CONCRETE PAVEMENT OR CONCRETE BASE.



2 **STANDARD CATCH BASIN DETAIL**  
NOT TO SCALE



FIRE CONNECTION DETAIL  
N.T.S.

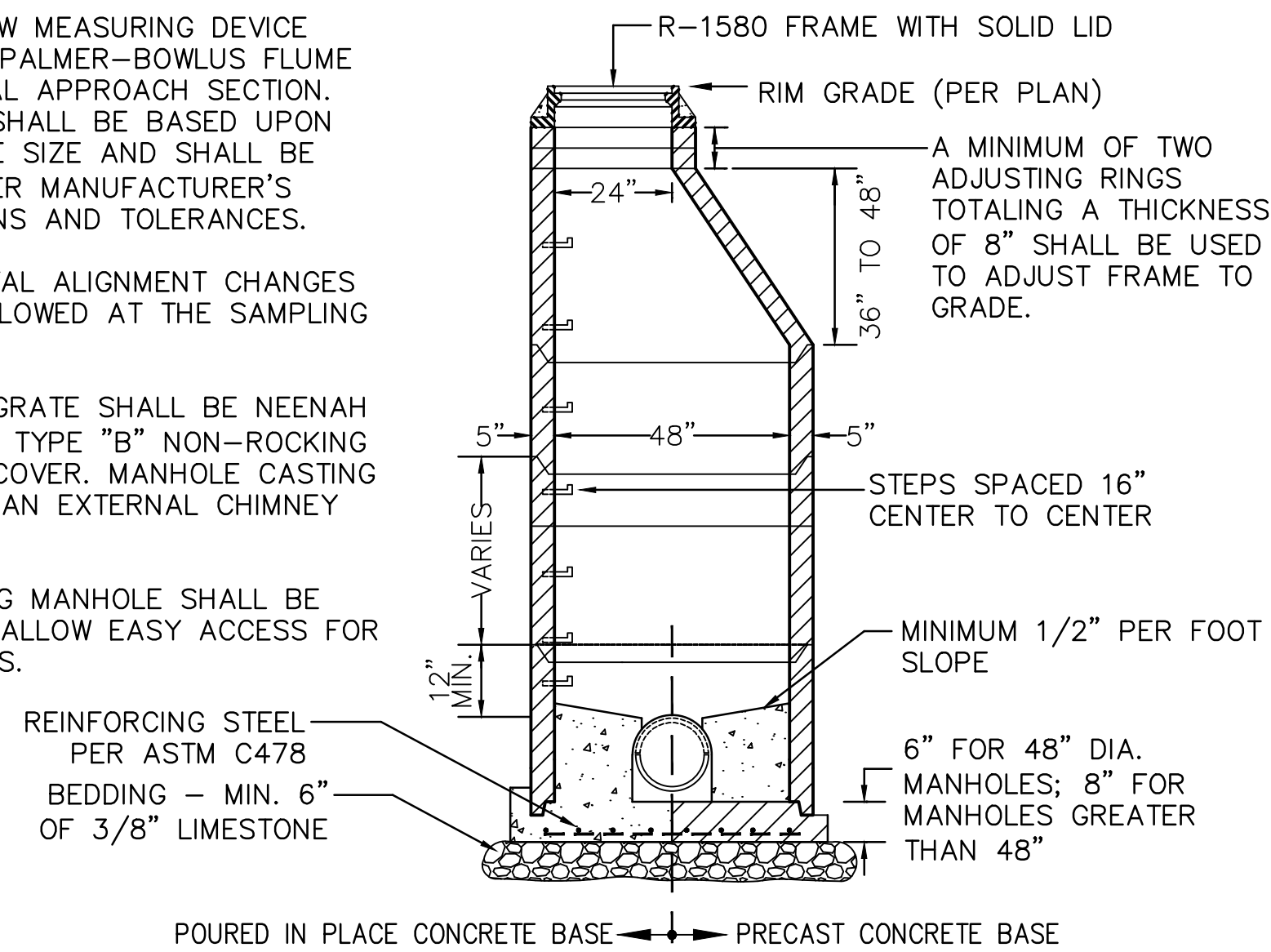


HYDRANT BOLLARD DETAIL  
N.T.S.

NOTE:  
MANHOLE CASTING SHALL BE NEENAH R-1755-E  
(FROST & WATERTIGHT) FRAME AND LID OR  
APPROVED EQUAL

3 **FIRE DEPARTMENT CONNECTION DETAILS**  
NOT TO SCALE

- NOTES:
1. SAMPLING MANHOLE SHALL MEET THE STANDARDS OF A TYPICAL MINIMUM 48-INCH DIAMETER SANITARY MANHOLE WITH ECCENTRIC CONE AS SPECIFIED IN CHAPTER 405 OF THE MUNICIPAL CODE WITH A PRIMARY FLOW MEASURING DEVICE INSTALLED.
  2. PRIMARY FLOW MEASURING DEVICE SHALL BE A PALMER-BOWLUS FLUME WITH INTEGRAL APPROACH SECTION. FLUME SIZE SHALL BE BASED UPON LATERAL PIPE SIZE AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND TOLERANCES.
  3. NO HORIZONTAL ALIGNMENT CHANGES SHALL BE ALLOWED AT THE SAMPLING MANHOLE.
  4. FRAME AND GRATE SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE AN EXTERNAL CHIMNEY SEAL.
  5. THE SAMPLING MANHOLE SHALL BE LOCATED TO ALLOW EASY ACCESS FOR UTILITY CREWS.



4 **48" DIAMETER SANITARY MANHOLE**  
NOT TO SCALE



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

REGNER VETERINARY CLINIC  
TYPICAL SECTIONS &  
CONSTRUCTION DETAILS  
FOR  
AURIGA, LLC.

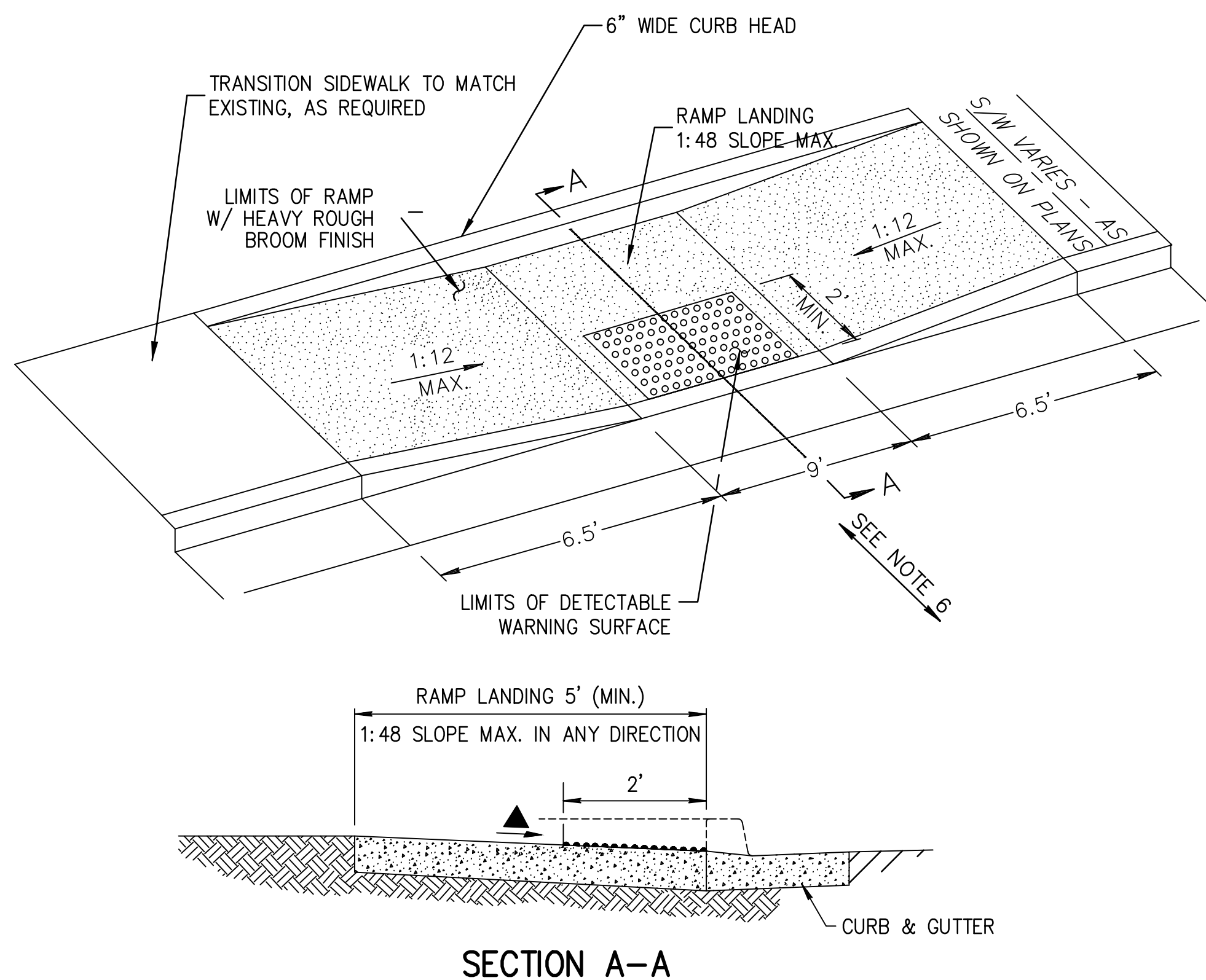
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	BY	DATE

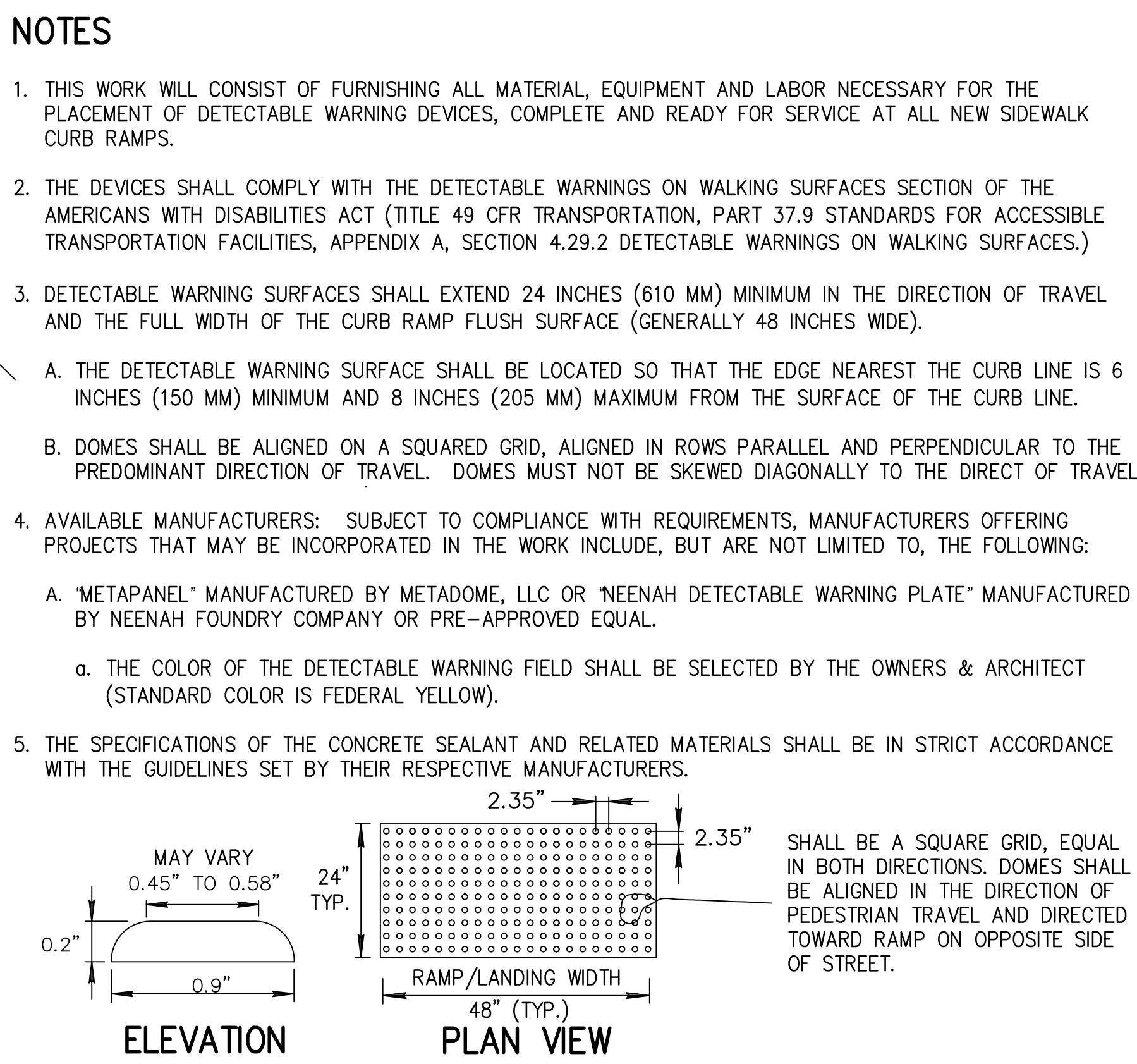
PROJ. MGR: MDE  
DRAFTED: MMM  
DATE: 8-22-2013  
CHECKED: MDE  
DATE: 9-16-2013

2012.0009.17  
SHEET  
C-9





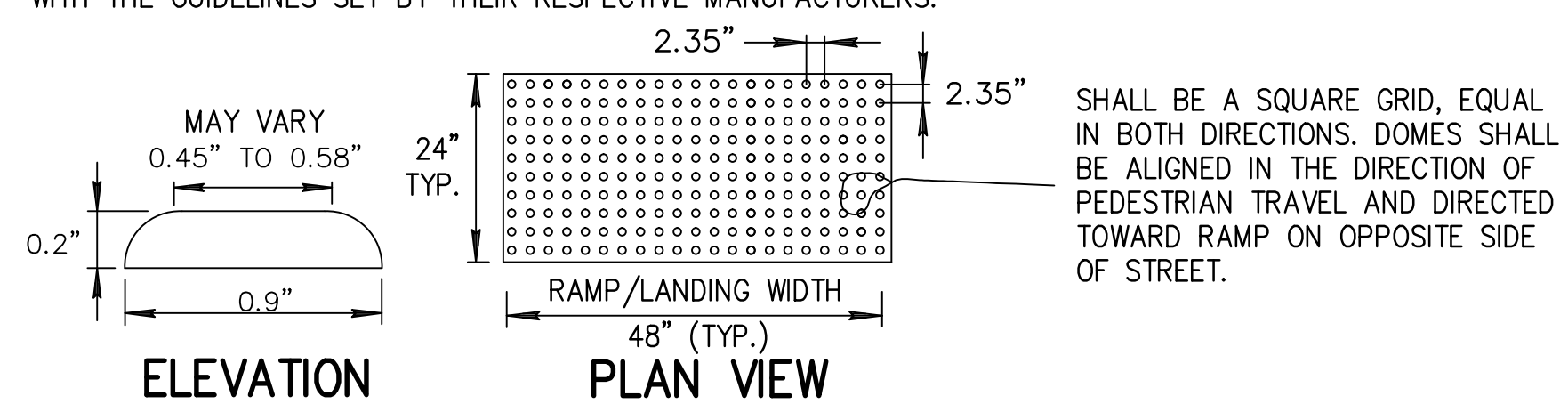
**1 MAIN ENTRANCE ACCESSIBLE RAMP DETAIL**  
**DETECTABLE WARNING SURFACE**  
 (TO BE INSTALLED ON ALL PRIVATE RAMPS)  
 NOT TO SCALE



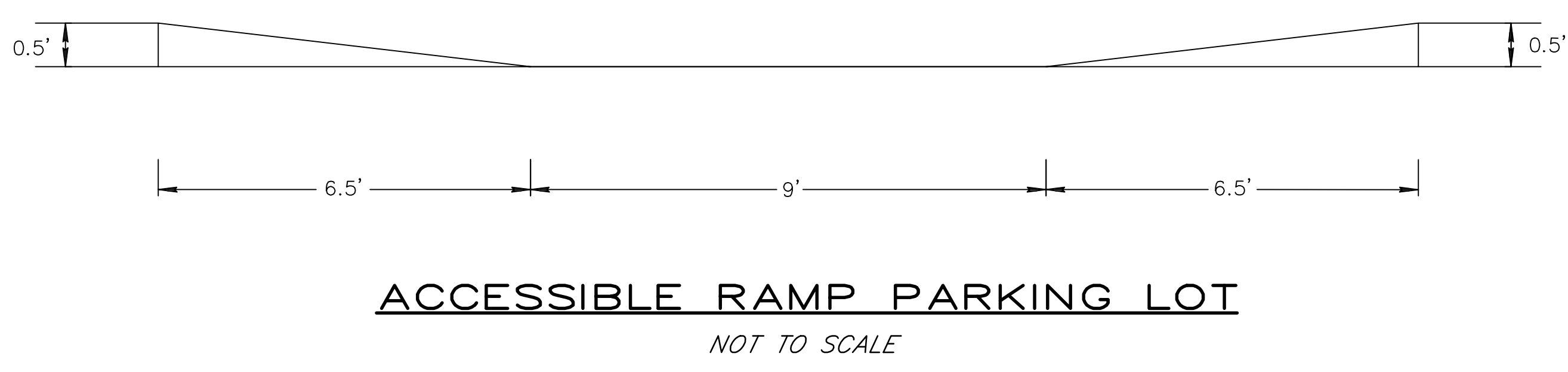
**2 STEEL PLATE BOLLARD DETAIL**  
 NOT TO SCALE

**NOTES**

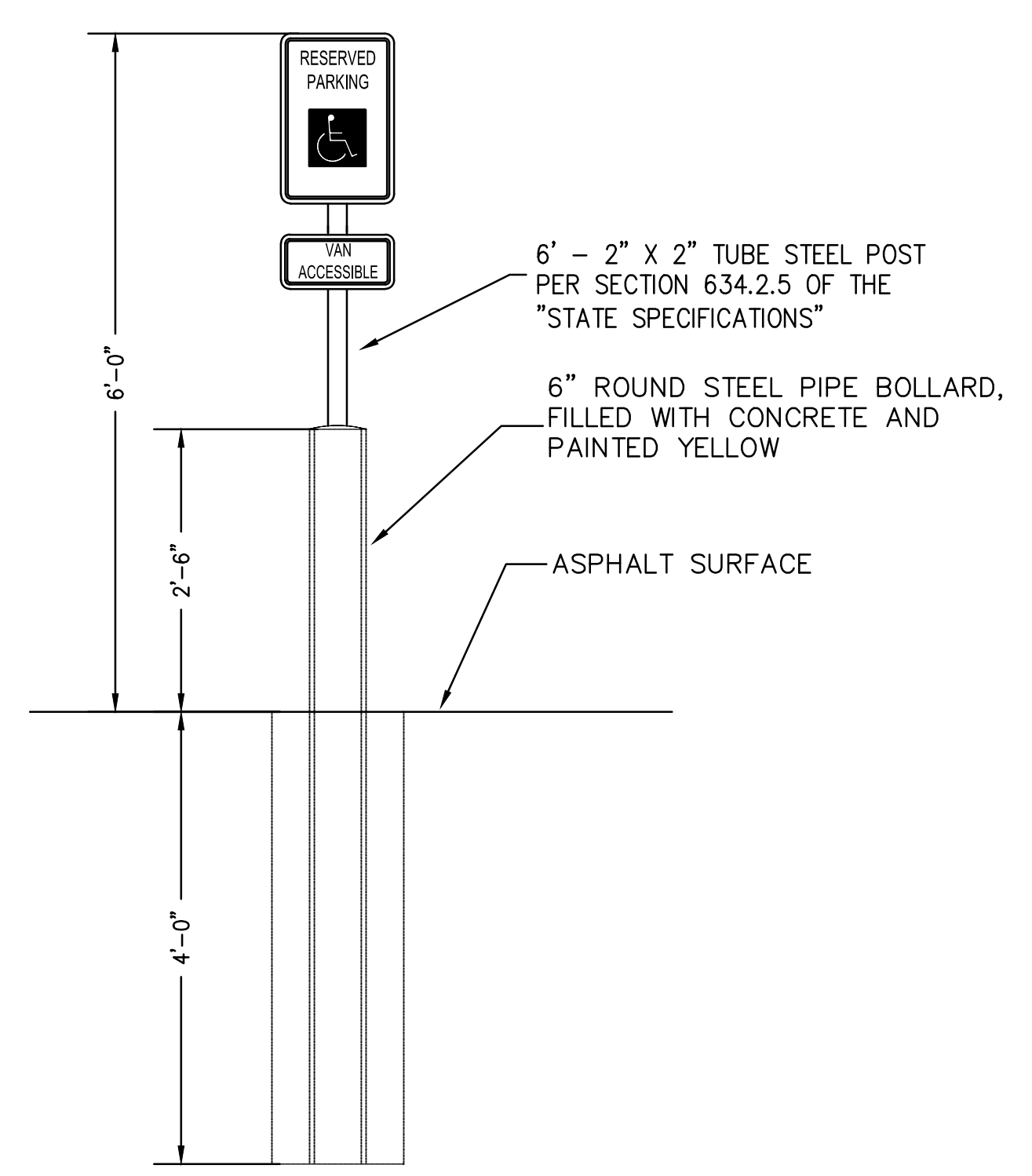
- THIS WORK WILL CONSIST OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR THE PLACEMENT OF DETECTABLE WARNING DEVICES, COMPLETE AND READY FOR SERVICE AT ALL NEW SIDEWALK CURB RAMPS.
- THE DEVICES SHALL COMPLY WITH THE DETECTABLE WARNINGS ON WALKING SURFACES SECTION OF THE AMERICANS WITH 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.)
- 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).
- THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6 INCHES (150 MM) MINIMUM AND 8 INCHES (205 MM) MAXIMUM FROM THE SURFACE OF THE CURB LINE.
- 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.
- 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:
  - "METAPANEL" MANUFACTURED BY METADOME, LLC OR "NEENAH DETECTABLE WARNING PLATE" MANUFACTURED BY NEENAH FOUNDRY COMPANY OR PRE-APPROVED EQUAL.
    - THE COLOR OF THE DETECTABLE WARNING FIELD SHALL BE SELECTED BY THE OWNERS & ARCHITECT (STANDARD COLOR IS FEDERAL YELLOW).
- THE SPECIFICATIONS OF THE CONCRETE SEALANT AND RELATED MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE GUIDELINES SET BY THEIR RESPECTIVE MANUFACTURERS.



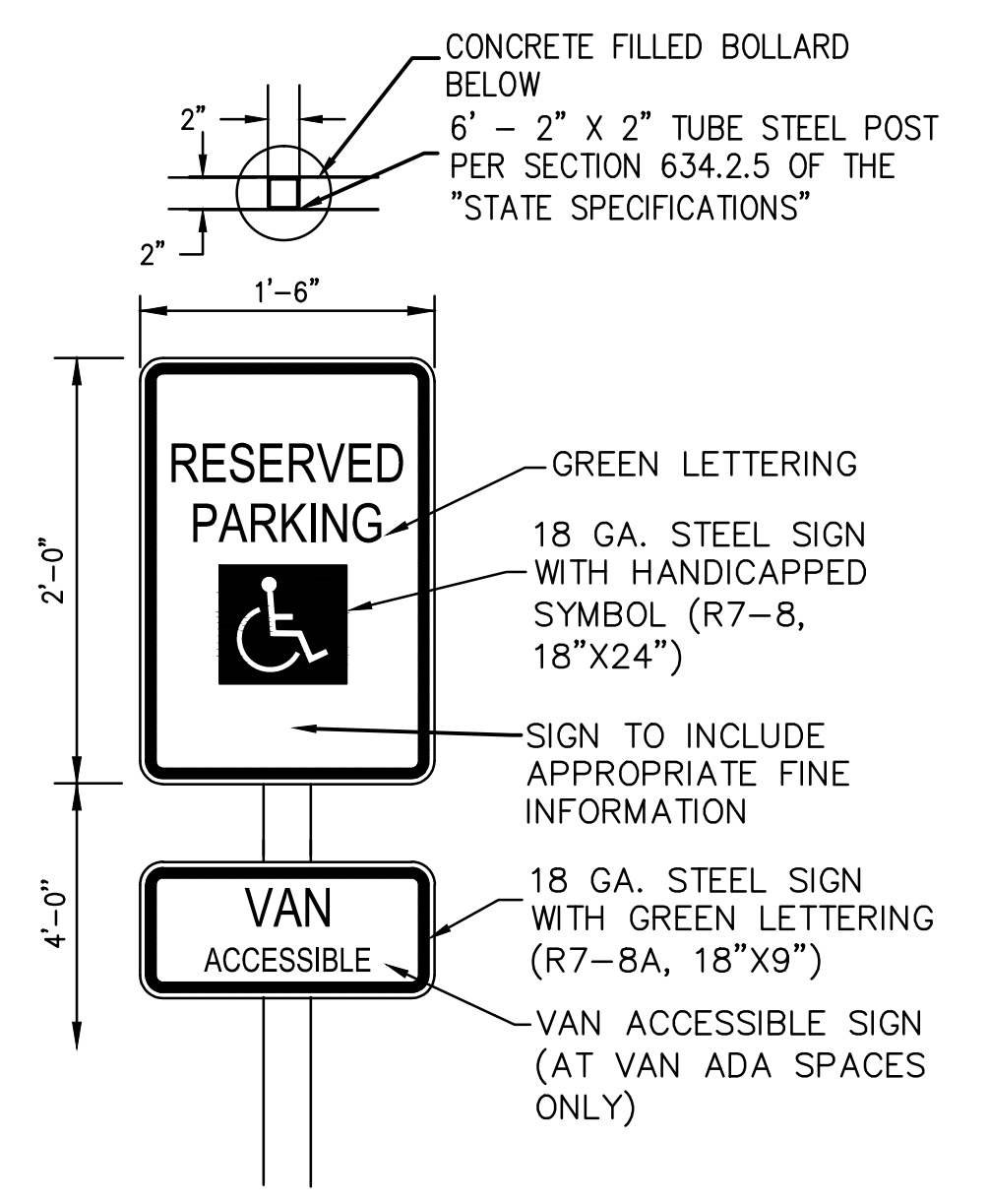
**3 HANDICAPPED SYMBOL**  
 NOT TO SCALE



**4 ACCESSIBLE RAMP PARKING LOT**  
 NOT TO SCALE



**5 POST DETAIL (ADA SIGNS)**  
 NOT TO SCALE



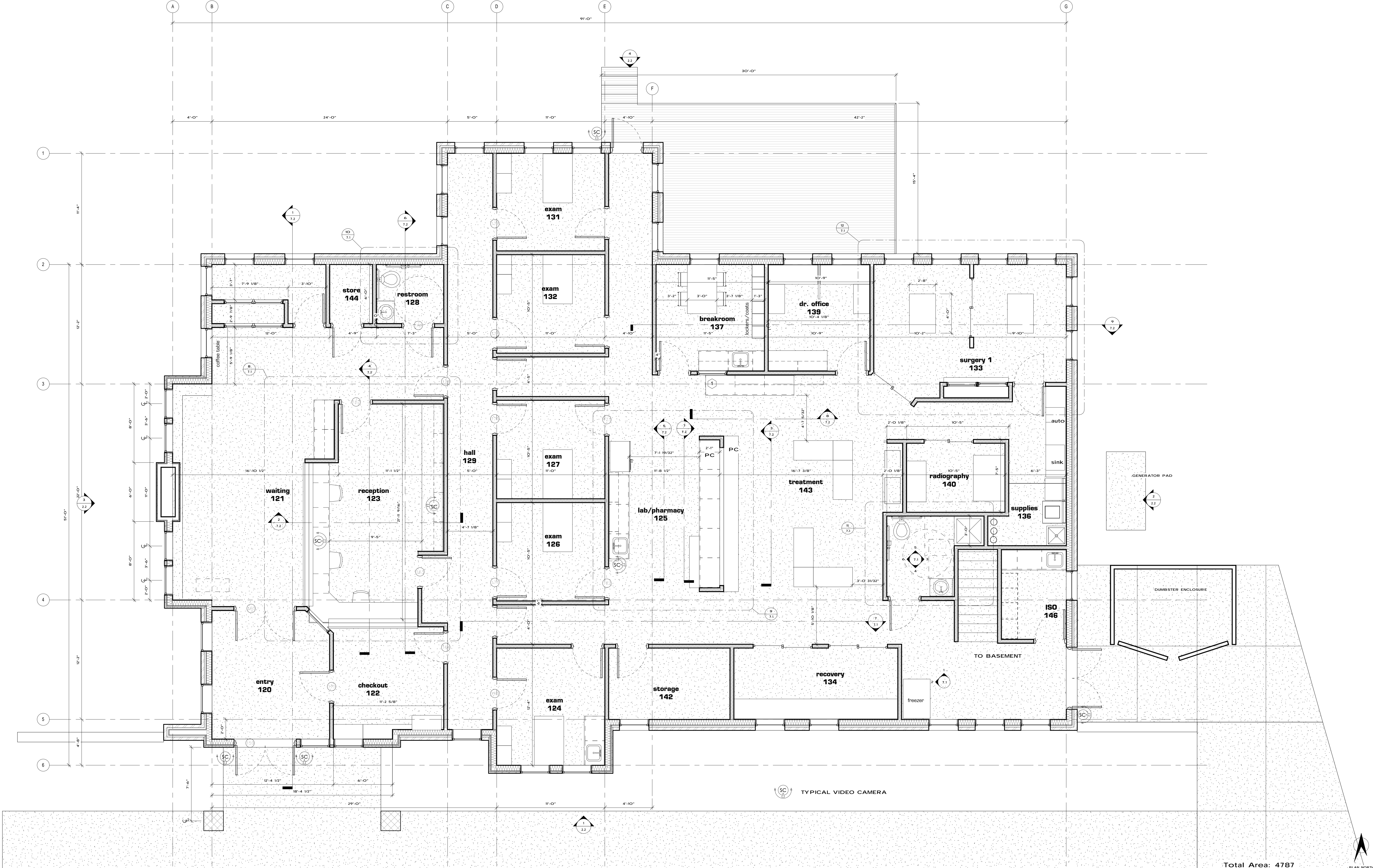
**6 SIGN A DETAIL**  
 NOT TO SCALE

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

**REGNER VETERINARY CLINIC**  
**TYPICAL SECTIONS & CONSTRUCTION DETAILS**  
**AURIGA, LLC.**  
 FOR  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
 DRAFTED: MMM  
 DATE: 8-22-2013  
 CHECKED: MDE  
 DATE: 9-16-2013  
 2012.0009.17  
 SHEET  
**C-10**



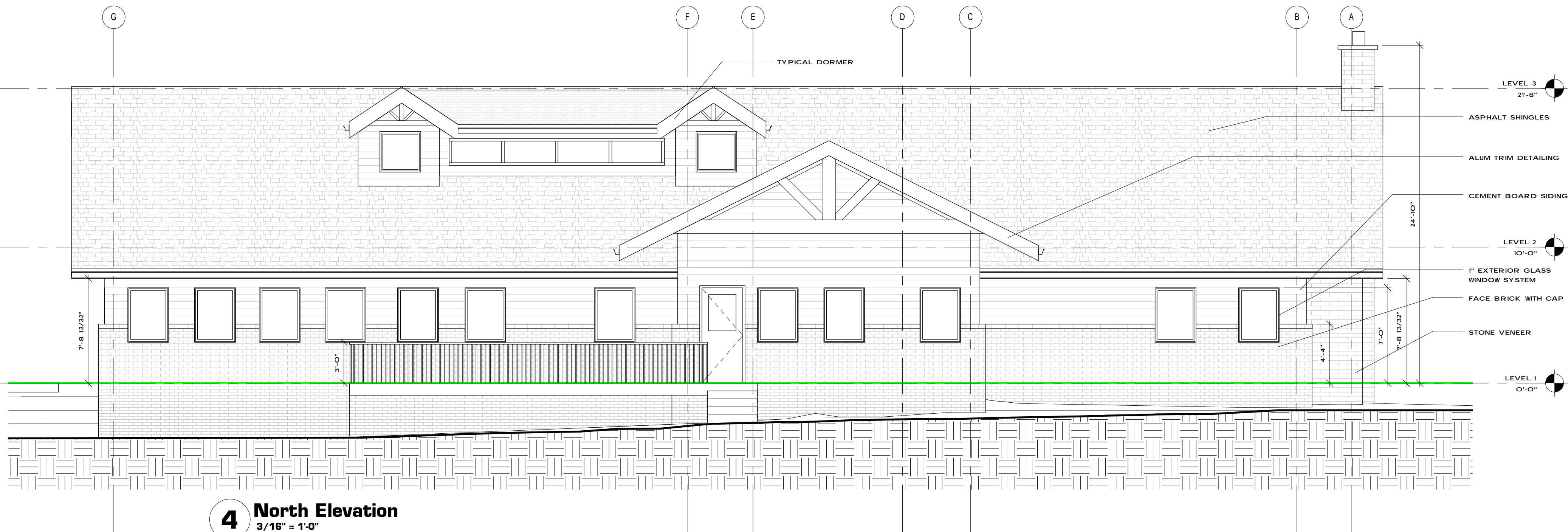
Total Area: 4787

**Floor Plan**

kuenyarch.com ©2013 Kueny Architects L.L.C. - All Rights Reserved  
 New Building - 10372 77th Street, Pleasant Prairie, WI 53158  
 September 15, 2013

1/4" = 1'-0"  
**2.1**

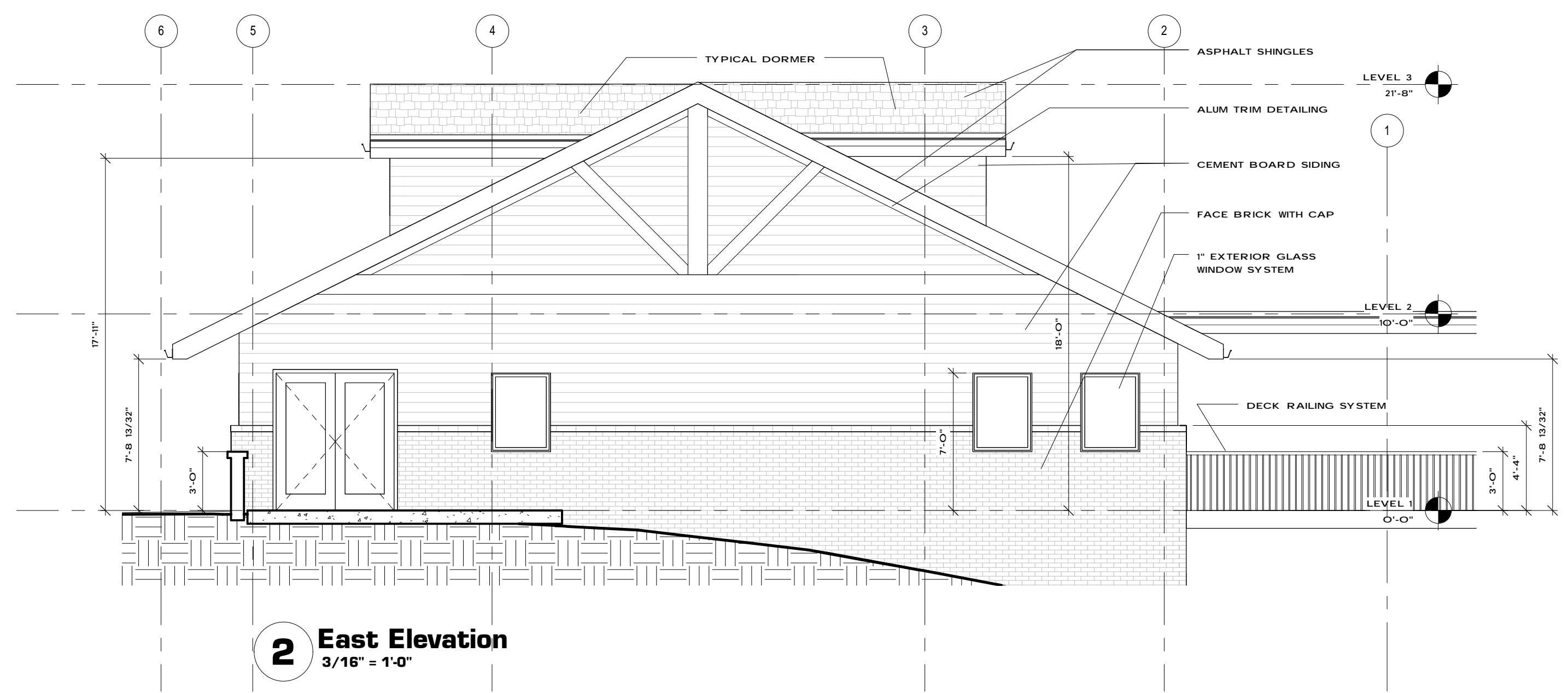




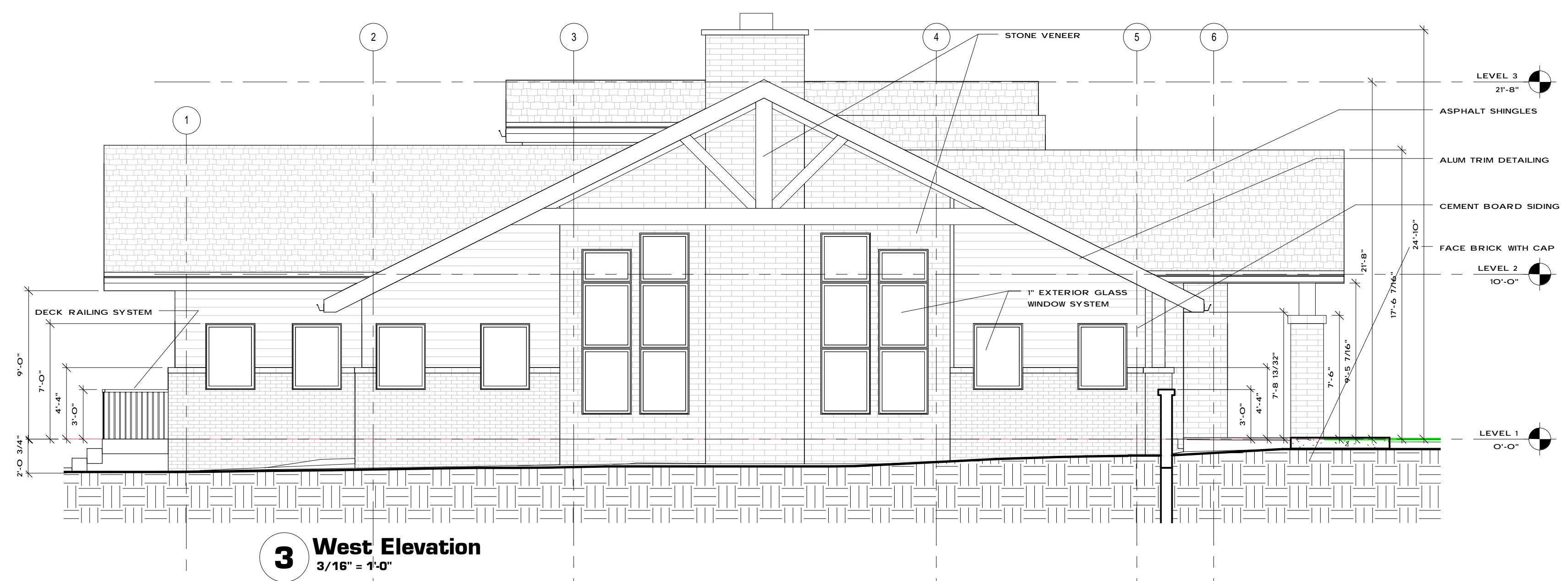
**4 North Elevation**  
3/16" = 1'-0"



**5 South View**  
1/8" = 1'-0"



**2 East Elevation**  
3/16" = 1'-0"



**3 West Elevation**  
3/16" = 1'-0"



**1 South Elevation**  
3/16" = 1'-0"

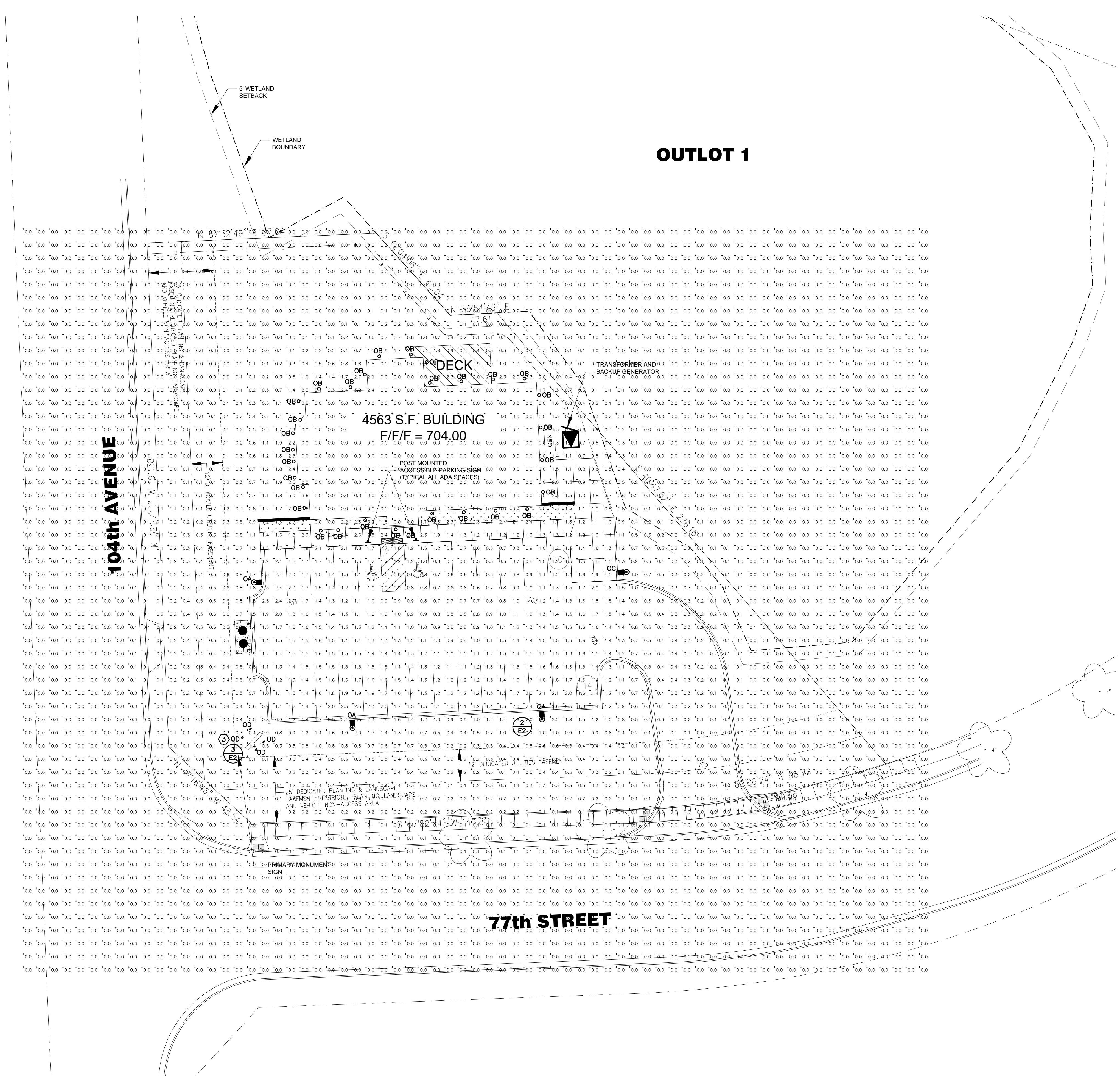


**6 Southeast View**  
1/16" = 1'-0"

**Exterior Elevations**  
kuenyarch.com ©2013 Kueny Architects L.L.C. - All Rights Reserved  
New Building - 10372 77th Street, Pleasant Prairie, WI 53158  
September 15, 2013



**OUTLOT 1**

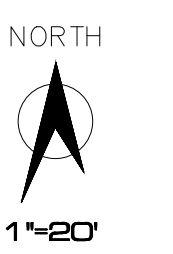


**SHEET NOTES**

- ① GENERAL NOTE: FOOT CANDLES SHOWN WITH .90 (TYPE OA, OC) AND .70 (TYPE OB) LIGHT LUMEN DEPRECIATION AND BALLAST FACTOR. LIGHT LEVELS WILL DROP AS THE LED'S AND LED DRIVER AGE AND THE LIGHT FIXTURE LENS BECOMES DIRTY.
- ② GENERAL NOTE: ALL EXTERIOR LIGHTING SHALL BE CONTROLLED BY AN ASTRONOMICAL TIME CLOCK OR LIGHTING CONTROL PANEL WITH ASTRONOMICAL TIME CLOCK FUNCTION.
- ③ SIGN LIGHTS SHALL BE CONTROLLED SEPARATELY FROM BUILDING LIGHTS.

**PARKING LOT/SIDEWALK PHOTOMETRIC DATA**

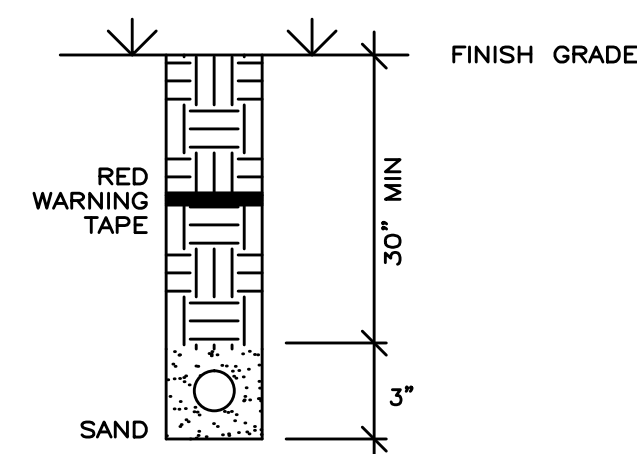
AVERAGE: 1.5 FC  
 MAXIMUM: 3.1 FC  
 MINIMUM: .7 FC  
 MAXIMUM/MINIMUM: 4.4:1  
 AVERAGE/MINIMUM: 3.8:1



1"=20'

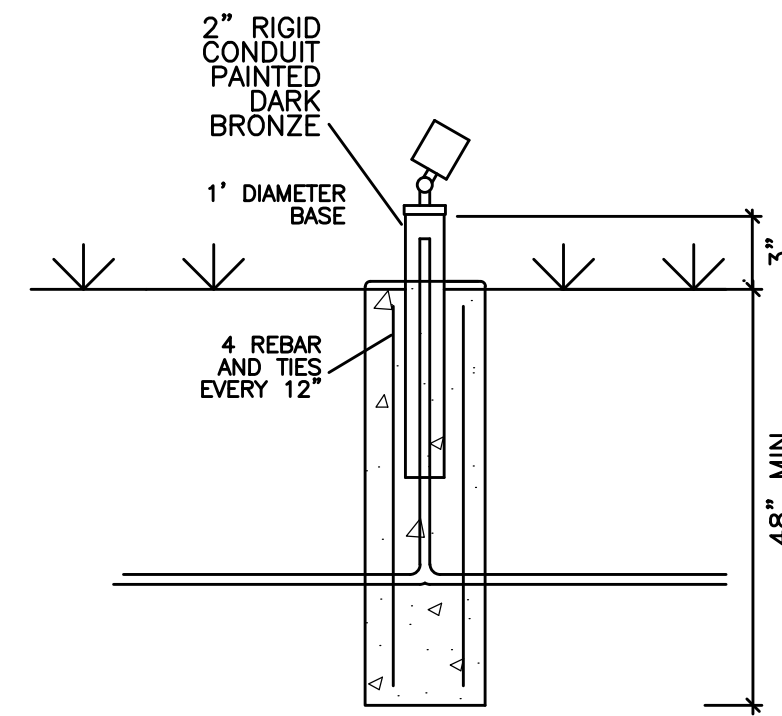




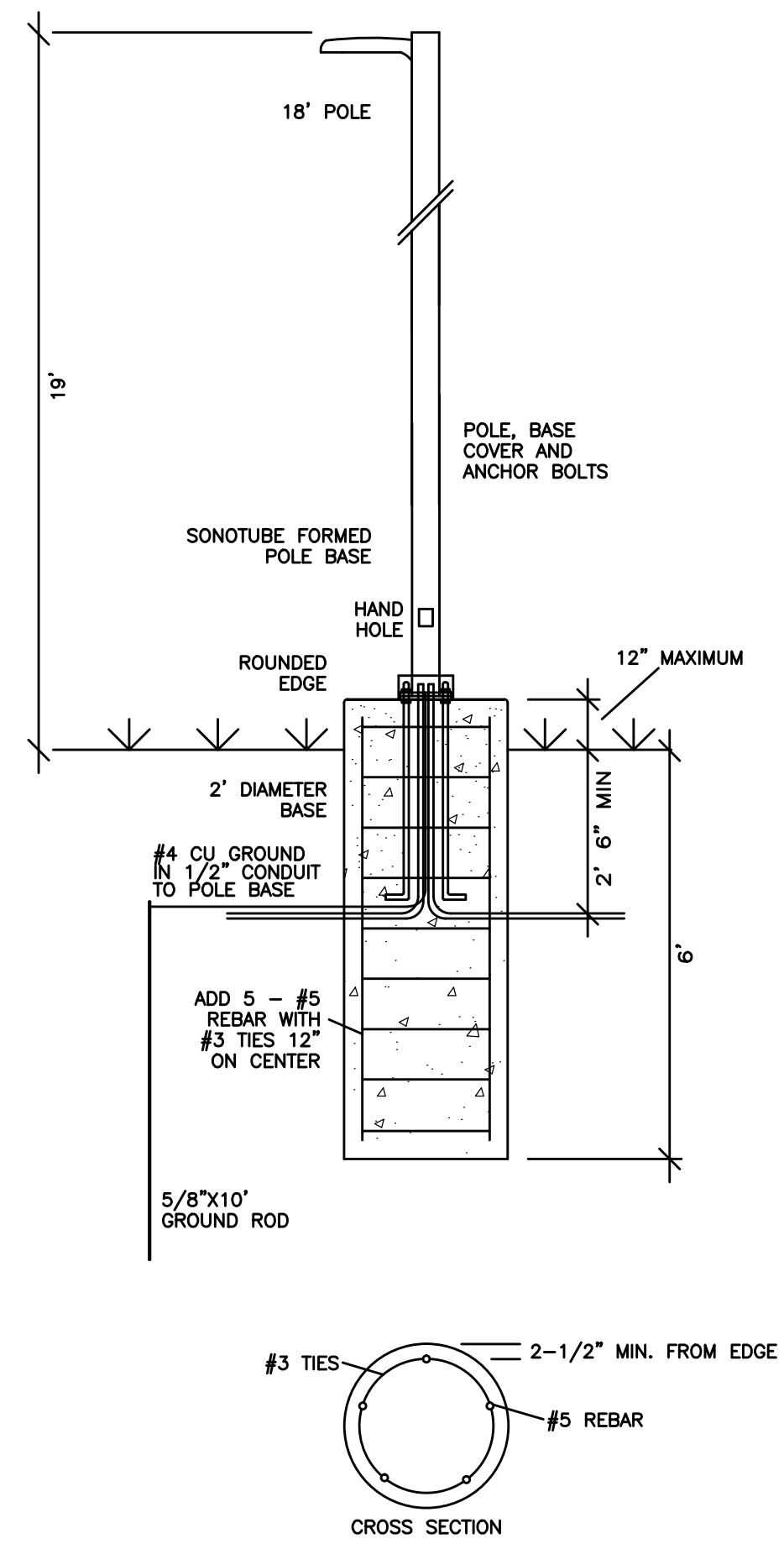


UNDERGROUND CONDUIT MAY BE RIGID PVC. ELBOWS AND STUB UPS SHALL BE GALVANIZED RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. UNDERGROUND CONDUIT SHALL BE 3/4" MINIMUM.

1 TYPICAL TRENCHING DETAIL



3 TYPICAL GROUND SIGN FLOOD LIGHT



2 TYPICAL PARKING LIGHT POLE BASE

**COMcheck Software Version 3.9.1**  
**Exterior Lighting Compliance Certificate**

2009 IECC

**Section 1: Project Information**

Project Type: New Construction  
 Project Title: Regner  
 Exterior Lighting Zone: 2 (Neighborhood business district)

Construction Site: 10372 77th STREET, Pleasant Prairie, WI 53158  
 Owner/Agent: AURIGA, LLC  
 Designer/Contractor: David Hanson, Hanson and Associates, Inc., 6402 - 32 Avenue, Kenosha, WI 53142, 262.654.2010

**Section 2: Exterior Lighting Area/Surface Power Calculation**

A Exterior Area/Surface	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B x C)	F Proposed Watts
Main entry (8 ft of door width)	20	Yes	120	50	
Other door (not main entry) (8 ft of door width)	20	Yes	180	50	
SOUTH SIDEWALK (Walkway < 10 feet wide)	120 ft of walkway length	0.7	Yes	84	175
EAST WALK (Walkway >= 10 feet wide)	899 ft	0.14	Yes	126	97
Parking area (802 ft)	802 ft	0.06	Yes	518	216
PATIO (Walkway >= 10 feet wide)	410 ft	0.14	Yes	57	125
Illuminated length of facade wall or surface (148 ft)	2.5	No		370	350
			Total Tradable Watts**	1085	713
			Total Allowed Supplemental Watts**	600	

\* Wattage tradeoffs are only allowed between tradable areas/surfaces.  
 \*\* A supplemental allowance equal to 600 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

**Section 3: Exterior Lighting Fixture Schedule**

A Fixture ID - Description / Lamp / Wattage Per Lamp / Ballast	B Lamps / Fixture	C # of Fixtures	D Watt	E (C X D)
Main entry (8 ft of door width): Tradable Wattage				
Incandescent 2: LED / Other	1	2	25	50
Other door (not main entry) (8 ft of door width): Tradable Wattage				
Incandescent 3: LED / Other	1	2	25	50
SOUTH SIDEWALK (Walkway < 10 feet wide 120 ft of walkway length): Tradable Wattage				
Incandescent 5: LED / Other	1	7	25	175
EAST WALK (Walkway >= 10 feet wide 899 ft): Tradable Wattage				
Incandescent 4: LED / Other	1	1	72	72
Parking area (802 ft): Tradable Wattage				
Incandescent 1: LED / Other	1	3	72	216
PATIO (Walkway >= 10 feet wide 410 ft): Tradable Wattage				
Incandescent 7: LED / Other	1	5	25	125
Illuminated length of facade wall or surface (148 ft): Non-tradable Wattage				

Project Title: Regner  
 Data filename: C:\Users\Dave\Documents\COMcheck\KUENY REGNER\REGNER.cck  
 Report date: Page 1 of 2

EXTERIOR LIGHTING COMPLIANCE

Incandescent 8: Other  
 Total Tradable Proposed Watts = 713

**Section 4: Requirements Checklist**

**Lighting Wattage:**

1. Within each non-tradable area/surface, total proposed watts must be less than or equal to total allowed watts. Across all tradable areas/surfaces, total proposed watts must be less than or equal to total allowed watts.  
 Compliance: Passes.

**Controls, Switching, and Wiring:**

2. All exemption claims are associated with fixtures that have a control device independent of the control of the nonexempt lighting.  
 3. Lighting not designated for dusk-to-dawn operation is controlled by either a photosensor (with time switch), or an astronomical time switch.  
 4. Lighting designated for dusk-to-dawn operation is controlled by an astronomical time switch or photosensor.  
 5. All time switches are capable of retaining programming and the time setting during loss of power for a period of at least 10 hours.

**Exterior Lighting Efficacy:**

6. All exterior building grounds luminaires that operate at greater than 100W have minimum efficacy of 60 lumen/watt.  
 Exceptions:  
 Lighting that has been claimed as exempt and is identified as such in Section 3 table above.  
 Lighting that is specifically designated as required by a health or life safety status, ordinance, or regulation.  
 Emergency lighting that is automatically off during normal building operation.  
 Lighting that is controlled by motion sensor.

Exterior Lighting PASSED. Design 50% better than code.

**Section 5: Compliance Statement**

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting systems has been designed to meet the 2009 IECC requirements in COMcheck Version 3.9.1 and to comply with the mandatory requirements in the Requirements Checklist.

DAVID L. HANSON, ELECTRICAL ENGINEER  
 Name - Title: David L. Hanson  
 Signature: [Signature]  
 Date: 9/15/13

Project Title: Regner  
 Data filename: C:\Users\Dave\Documents\COMcheck\KUENY REGNER\REGNER.cck  
 Report date: Page 2 of 2

EXTERIOR LIGHTING COMPLIANCE

LIGHT FIXTURE SCHEDULE											
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP NO.	LAMP	BALLAST	AMPS	WATTS	MOUNT	NOTES
OA	LED AREA LIGHT	LITHONIA	DSX0-LED-20C-1000-40K-T4M-MVOLT	120	1	LED	1000MA LED DRIVER	.60	72	18" POLE/24" DIA BASE	1, 2
OB	LED DOWNLIGHT	LITHONIA	DOM6-LED-600L-40K-120-DL6B4	120	1	LED	LED DRIVER	.13	15.6	RECESSED	
OC	LED AREA LIGHT WITH HOUSE SHIELD	LITHONIA	DSX0-LED-20C-1000-40K-T4MHS-MVOLT	120	1	LED	1000MA LED DRIVER	.60	72	18" POLE/24" DIA BASE	1, 2
OD	SMALL LED FLOOD	E-CO-NOLIGHT	E-GL3LO1N2K	120	1	LED	LED DRIVER	.06	7	12" DIA. BASE	3

**SCHEDULE NOTES**

1. DARK BRONZE.  
 2. SSS-18-40, DARK BRONZE, 18" TALL, .12" THICK, 4" SQUARE STEEL POLE. EPA OF LIGHT FIXTURE IS .8 SQFT. POLE EPA RATING AT 100 MPH IS 6.7.  
 3. BLACK.



**D-Series Size 0 LED Area Luminaire**

**Specifications**

- EPA: 0.8 ft<sup>2</sup> (0.74 m<sup>2</sup>)
- Length: 20"
- Width: 13"
- Height: 7"
- Weight (max): 16 lbs

**Ordering Information**

EXAMPLE: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD

Series	LEDs	Color Temp.	Beam Spread	Mounting	Control Option	Options	Finish
DSX0 LED	Forward DC (1000)	500	300	TSS	Dimmer	None	Black
	Reverse DC (1000)	500	300	TSS	None	None	Black
	Forward AC (1000)	500	300	TSM	None	None	Black
	Reverse AC (1000)	500	300	TSM	None	None	Black

**Drilling**

**Accessory**

Example: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD

**Tenon Mounting Slipfitter\*\***

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OA, OC

**Performance Data**

**Lumen Output**

Lumen output data table for various configurations.

**Performance Data**

Table of performance metrics for different luminaire models and configurations.

**Ordering Information**

EXAMPLE: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD

**Drilling**

**Accessory**

Example: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD

**Tenon Mounting Slipfitter\*\***

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OA, OC

**Performance Data**

**Lumen Ambient Temperature (LAT) Multiplier**

Table of LAT multiplier values.

**Electrical Load**

Table of electrical load specifications.

**Projected LED Lumen Maintenance**

Table of lumen maintenance over time.

**Photometric Diagrams**

**FEATURES & SPECIFICATIONS**

**INTENDED USE**

Designed for use in various indoor applications.

**CONSTRUCTION**

Constructed with high-quality materials for durability.

**FINISH**

Available in black and white finishes.

**OPTICS**

Wide distribution beam for uniform illumination.

**INSTALLATION**

Simple installation process with included mounting hardware.

**WARRANTY**

5-year warranty on LED chips.

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OA, OC

**LITHONIA LIGHTING**

**FEATURES & SPECIFICATIONS**

**INTERIOR USE**

Designed for indoor use in various applications.

**CONSTRUCTION**

Constructed with high-quality materials.

**Anchor Base Poles**

Available in various configurations.

**Anchor Base Poles**

Example: SSS 20 OC DM19 DDB

**Ordering Information**

Lead times vary depending on options selected.

**Example: SSS 20 OC DM19 DDB**

Series	Mounting Height	Mounting	Options	Finish
SSS	10-15 ft	Flange mount	None	Black
	15-20 ft	Flange mount	None	Black

**Drilling**

**Accessory**

Example: SSS 20 OC DM19 DDB

**Anchor Base Poles**

Example: SSS 20 OC DM19 DDB

**Anchor Base Poles**

Example: SSS 20 OC DM19 DDB

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OA, OC POLE

**SSS Square Straight Steel Poles**

**TECHNICAL INFORMATION**

Catalog Number	Height (ft.)	Weight (lbs)	Material	Finish
SSS18-4C	18	42.4	304	Black
SSS18-4OC	18	42.4	304	White

**BASE DETAIL**

**POLE DATA**

Shaft Size	Top Flange	Base Flange	Base Square	Template Description	Anchor Bolt Description	Anchor Bolt Template Number
4"	8-1/2"	2-3/4"	4"	ARTTEMPLATE PFD004A	ANB0-0	AR03-4C
4"	8-1/2"	2-3/4"	4"	ARTTEMPLATE PFD004B	ANB0-0	AR03-4OC
4"	10"-12"	3-3/8"	4"	ARTTEMPLATE PFD0010	ANB0-0	AR03-5
4"	10"-15"	3-3/8"	4"	ARTTEMPLATE PFD0011	ANB0-0	N/A

**ACCESSORIES**

Example: SSS 20 OC DM19 DDB

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OA, OC POLE

**LITHONIA LIGHTING**

**FEATURES & SPECIFICATIONS**

**INTENDED USE**

Designed for indoor use in various applications.

**CONSTRUCTION**

Constructed with high-quality materials.

**ANCHOR BASE Poles**

Available in various configurations.

**Anchor Base Poles**

Example: SSS 20 OC DM19 DDB

**Ordering Information**

Lead times vary depending on options selected.

**Example: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD**

Series	Lumen Output	Color Temperature	Beam Spread	Mounting	Control Option	Options	Finish
DSX0 LED	4000	500	300	TSS	Dimmer	None	Black
	4000	500	300	TSS	None	None	Black

**Drilling**

**Accessory**

Example: DSX0 LED 40C 1000 40K TSM MVOLT SFA DDBXD

**Tenon Mounting Slipfitter\*\***

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OB

**DOM6 LED 6" WET LENS LED**

**PHOTOMETRICS**

**DOM6 LED R004**

**Intensity Distribution**

Vertical Angle	Horizontal Angle	Zonal Lumen Summery	Zone Lumens % Lamp	pc	20%	50%	80%
0°	0°	378	0.378	0	119	119	111
5°	0°	376	0.376	1	107	105	102
10°	0°	355	0.355	2	95	90	86
15°	0°	315	0.315	3	85	78	74
20°	0°	266	0.266	4	77	69	67
25°	0°	208	0.208	5	69	61	60
30°	0°	158	0.158	6	63	56	54
35°	0°	117	0.117	7	57	49	48
40°	0°	85	0.085	8	53	45	44
45°	0°	66	0.066	9	49	41	40
50°	0°	50	0.050	10	45	38	37

**Anchor Base Poles**

Example: SSS 20 OC DM19 DDB

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OB

**e-conolight**

**SMALL LED FLOODLIGHT (7-WATT LED - E-GL3L SERIES)**

**Applications** - Security, building facades, displays, signs, and other residential uses.

**Typical Mounting Height: 6' to 15 feet**

**4" x 4" x 4" H x W x D**

**Catalog #**

Description	Input Voltage	Delivered Lumen Output	CCT	CRI	Lifetime	Weight	Comparable To:
E-GL3L01NKC (black)	120V-277V	600 Lumens	4100K	80	50,000 Hours	0.8 lbs	50W Halogen
E-GL3L01NZW (white)	120V-277V	600 Lumens	4100K	80	50,000 Hours	0.8 lbs	50W Halogen

**Features**

- 50,000 hours of maintenance-free operation
- Non-dimmable
- 7W LED
- Universal voltage (120V through 277V)
- 600 lumens, comparable to 50W halogen
- Neutral white (4100K) color temperature at 80 CRI
- Low-ripple, die-cast aluminum housing and lens frame
- Polyester powder-coat finish (textured black or smooth white)
- Tempered glass lens, thermal shock and impact resistant
- 1.5-inch NPS aluminum die-cast swivel filter attaches to standard J-box
- Universal voltage (120V through 277V)
- Minimum starting temperature: -22° F
- UL Listed for wet locations
- 1-year warranty

**Accessories**

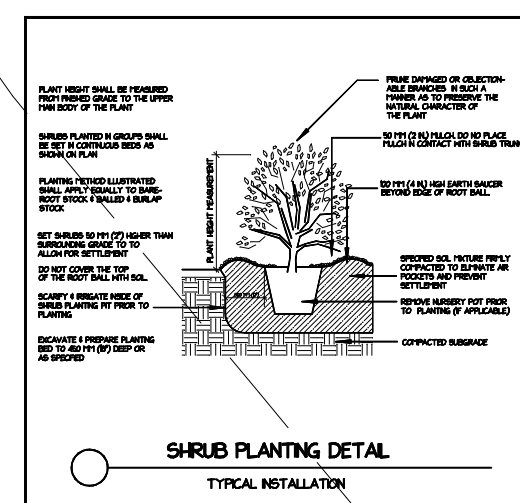
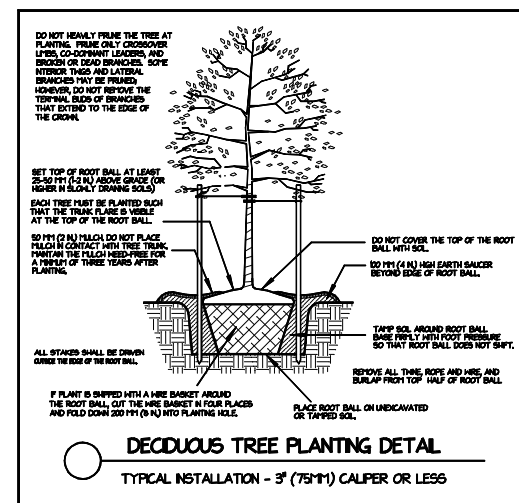
None Available

ONE LITHONIA WAY • CORPUS CHRISTI, TEXAS 78401-1000 • PHONE: 361-229-8041 • FAX: 361-229-8042 • WWW.LITHONIA.COM

TYPE OD SIGN FLOOD



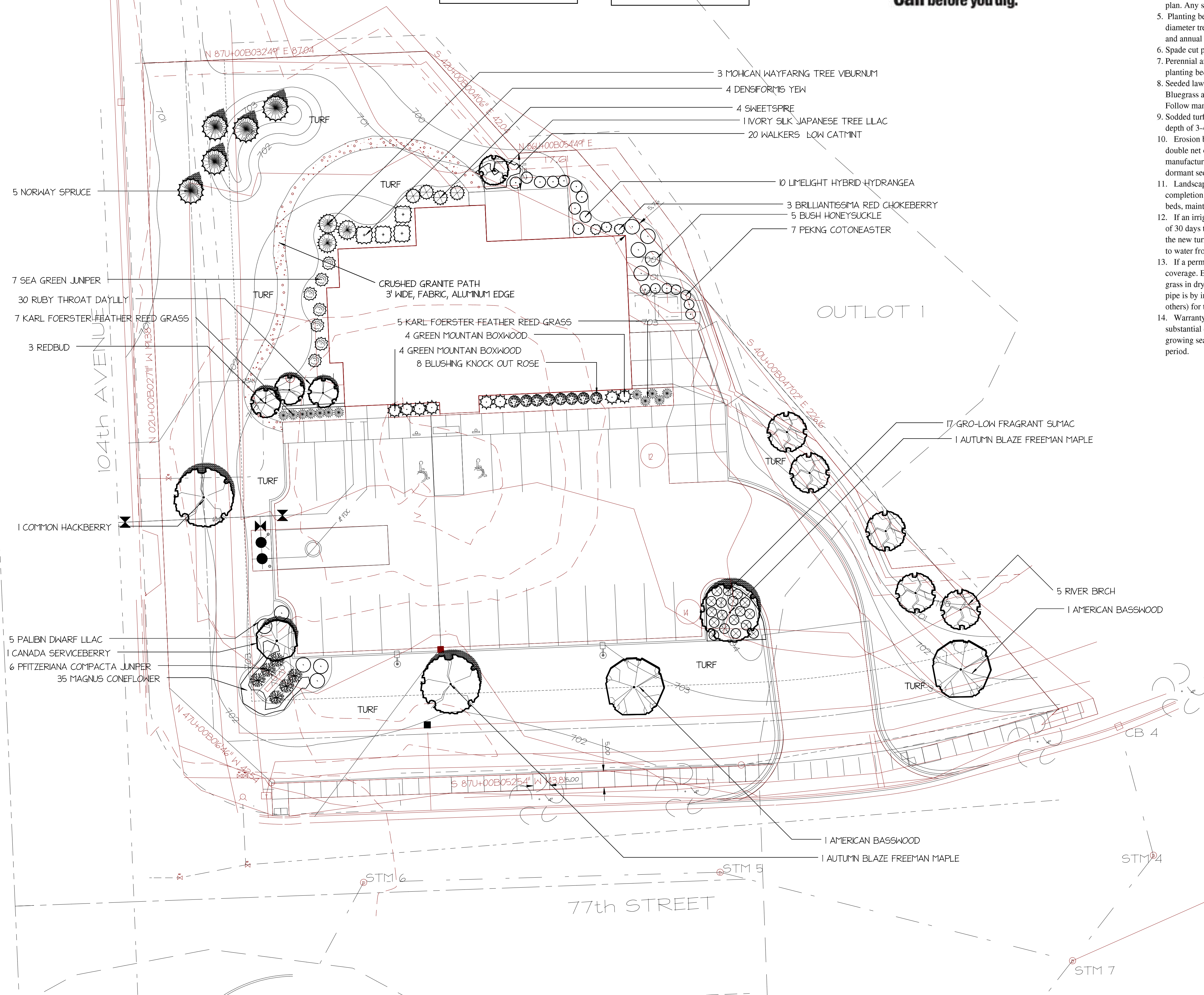




Know what's below.  
Call before you dig.

GENERAL LANDSCAPE NOTES:

1. Topsoil return to depth of 4" minimum is by excavating contractor. Berms (if applicable) are by others. Returned topsoil to have no rock larger than 1", construction debris and/or roots in the soil. Contact general contractor if soil is not acceptable for proper plant growth.
2. Always contact Diggers Hotline (800-242-8511) before proceeding with any work.
3. Plant material to be of the highest quality available and should not include # 2 grade trees, evergreens or shrubs.
4. Labeled plants have precedence over the plant table. Verify quantity with a hand takeoff of the plan. Any substitutions of plant type, quantity or size must be approved by Landscape Architect.
5. Planting beds shall receive a 3" layer of high quality non-dyed shredded hardwood mulch. 3" diameter tree rings shall be installed around all trees and evergreens in the turf areas. Perennial and annual beds shall receive between a 1-2" layer of shredded bark mulch.
6. Spade cut plant beds and tree rings with a 4" deep shovel cut.
7. Perennial and annual beds to have a 2" layer of compost mulch incorporated 6" deep into the planting bed before installation of plants.
8. Seeded lawn areas to have Bluegrass blend of seed for sunny areas, shade areas to have a Bluegrass and Fescue blend of seed. Apply a 10-10-10 starter fertilizer after turf has germinated. Follow manufactures direction on application rates.
9. Sodded turf to be installed in staggered fashion with tight joints. Sod to be rolled and watered to a depth of 3-4" immediately upon laying of the turf. Stake sod on slopes of less than 3:1 grade.
10. Erosion blanket shall be installed on seeded slopes with a grade of 3:1 or less. Single net, double net or Turf Reinforcement Mats shall be used as per the required use. Follow manufactures stapling guidelines to ensure proper stabilization. Install erosion blanket for dormant seed applications (after November 1<sup>st</sup>) or mid-summer installations.
11. Landscape contractor is responsible to maintain the site for a period of 45 days after substantial completion of project. This will include watering, mowing of turf areas as needed, weeding plant beds, maintaining a clean site and other activities to ensure proper growth and the landscape.
12. If an irrigation system is not installed a temporary irrigation system shall be set up for a period of 30 days to water lawn areas. Install drip irrigation for plant beds. Install timers that will enable the new turf areas to receive enough water to properly germinate seed. Owner to provide access to water from outside of building to facilitate proper watering.
13. If a permanent irrigation system is required in turf areas install system with head to head coverage. Ensure that all turf is covered and that no voids are left which will create brown or dead grass in dry weather. Install wireless rain gauge and timer. Installation of sleeves for irrigation pipe is by irrigation or landscape contractor. Water meter, backflow preventer and electrical (by others) for timer are to be installed by a licensed plumber and electrician.
14. Warranty of plants, trees, evergreens, shrubs shall be for a period of one (1) year from date of substantial completion. Perennials, ornamental grasses, annuals shall be guaranteed for one (1) growing season. One replacement will be required of each dead plant at the end of the warranty period.



Qty	Common Name	Size/Condition
<b>Trees</b>		
2	AMERICAN BASSWOOD	25" Cal
2	AUTUMN BLAZE FREEMAN MAPLE	25" Cal
1	CANADA SERVICEBERRY	6" BB
1	COMMON HACKBERRY	25" Cal
1	IVORY SILK JAPANESE TREE LLAC	6" BB
3	REDBUD	6" BB
5	RIVER BIRCH	8-10" BB
<b>Conifers</b>		
5	NORWAY SPRUCE	6" BB
<b>Shrubs</b>		
8	BLUSHING KNOCK OUT ROSE	2 Gal
3	BRIGHTISSIMA RED CHOKEBERRY	24-36" BB
5	BUSH HONEYSUCKLE	3 Gal
4	DENSIFORMS YEW	18-24" BB
4	GREEN MOUNTAIN BOXWOOD	15-18" BB
17	GRO-LOW FRAGRANT SUMAC	2 Gal
10	LIMELIGHT HYBRID HYDRANGEA	3 Gal
3	MOHICAN WAYFARING TREE VIBURNUM	3-4" BB
5	PALIBN DWARF LLAC	5 Gal
7	PEKING COTONEASTER	24-36" BB
6	PRITZERIANA COMPACTA JUNIPER	5 Gal
7	SEA GREEN JUNIPER	5 Gal
4	SWEETSPIRE	3 Gal
<b>Ornamental Grasses</b>		
12	KARL FOERSTER FEATHER REED GRASS	1 Gal
<b>Perennials and Annuals</b>		
35	MAGNUS CONEFLOWER	1 Gal
30	RUBY THROAT DAYLILY	1 Gal
20	WALKERS LOW CATMINT	1 Gal

NOTES



No.	Date	Description


LANDSCAPE PLAN

REGNER VETERINARY CLINIC  
10372 77TH STREET  
PLEASANT PRAIRIE, WI

SCALE: 1" = 16'-0"  
DRAWN BY: THN  
CHECKED BY:  
DATE: 9-16-18  
DATE OF PRINT:

PROJECT NO.  
SHEET NO.  
L-1



*Need to re-read & rewrite language so that Outlet 1 and Lot 1 of this CSM has continued responsibilities!*

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

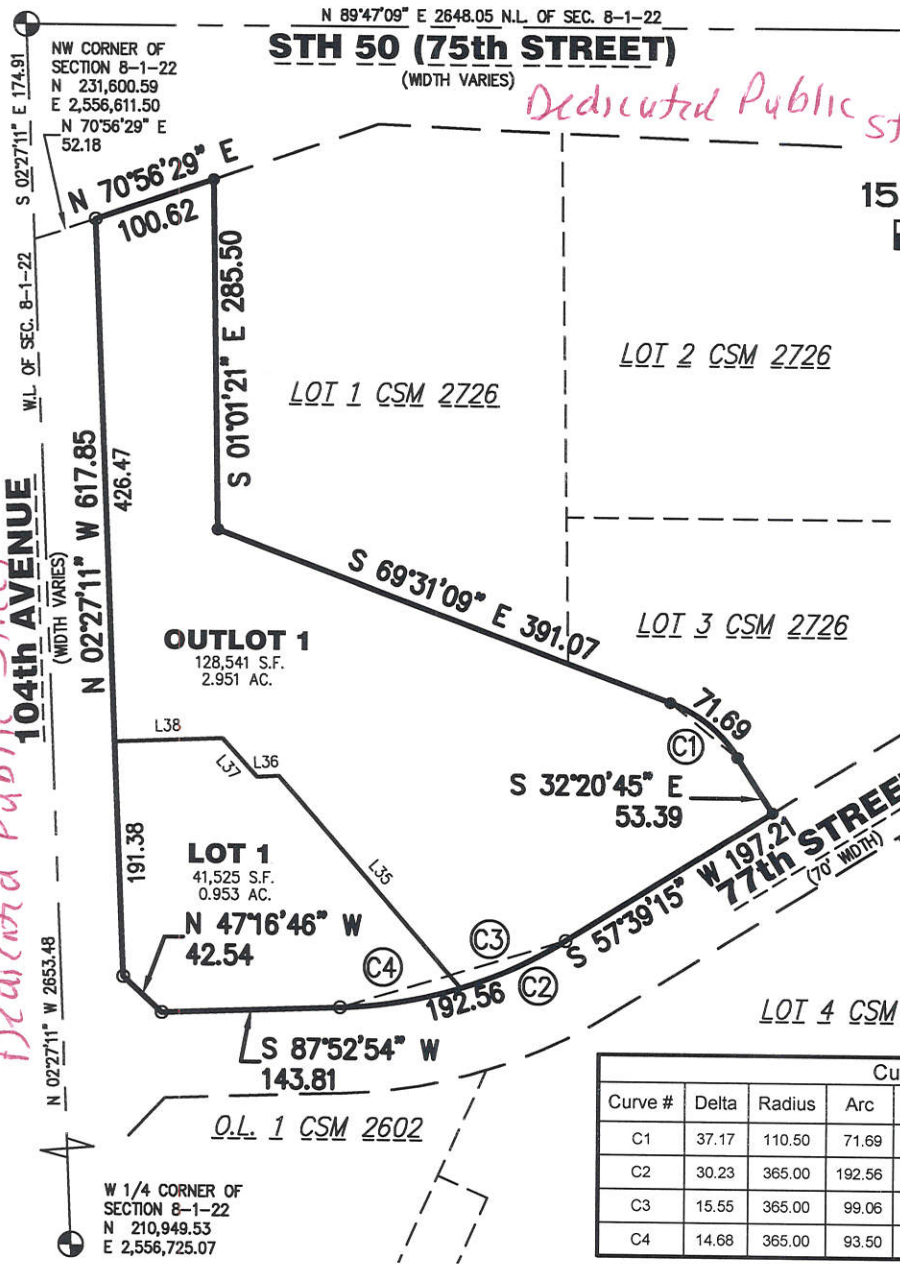
BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



**SCALE 1"=150'**

Line Table		
Line #	Length	Direction
L35	226.16	S40° 47' 02"E
L36	17.61	N86° 54' 49"E
L37	42.04	S42° 04' 06"E
L38	87.04	N87° 32' 49"E

Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	37.17	110.50	71.69	37.16	N 50° 55' 57" W	70.44
C2	30.23	365.00	192.56	98.58	S 72° 46' 05" W	190.34
C3	15.55	365.00	99.06	49.84	S 80° 06' 23" W	98.75
C4	14.68	365.00	93.50	47.01	S 64° 59' 34" W	93.25



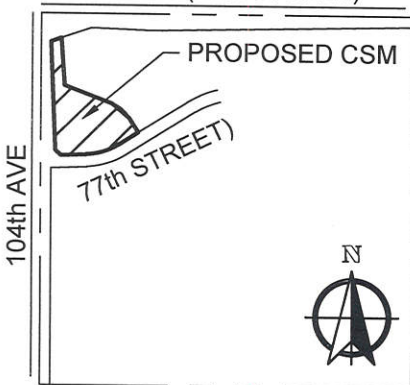
*Dedicated Public Street*  
104th AVENUE  
(WIDTH VARIES)

*Dedicated Public Street*  
STH 50 (75th STREET)  
(WIDTH VARIES)

*Dedicated Public Street*  
77th STREET  
(70' WIDTH)

**LOCATION MAP**

STH 50 (75th STREET)



NW 1/4 SECTION 8-1-22

**NOTES:**

ZONING OF PARCELS IS B-2 (PUD)  
 OWNER/LAND DIVIDER: AURIGA, LLC  
 8115 WEST RIDGE DRIVE, PLEASANT PRAIRIE, WI. 53158  
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927. THE WEST LINE OF SECTION 8-1-22 IS ASSUMED TO BEAR N 02°27'11" W.

**RECEIVED**  
 SEP 16 2013  
 Village of Pleasant Prairie

**LEGEND:**

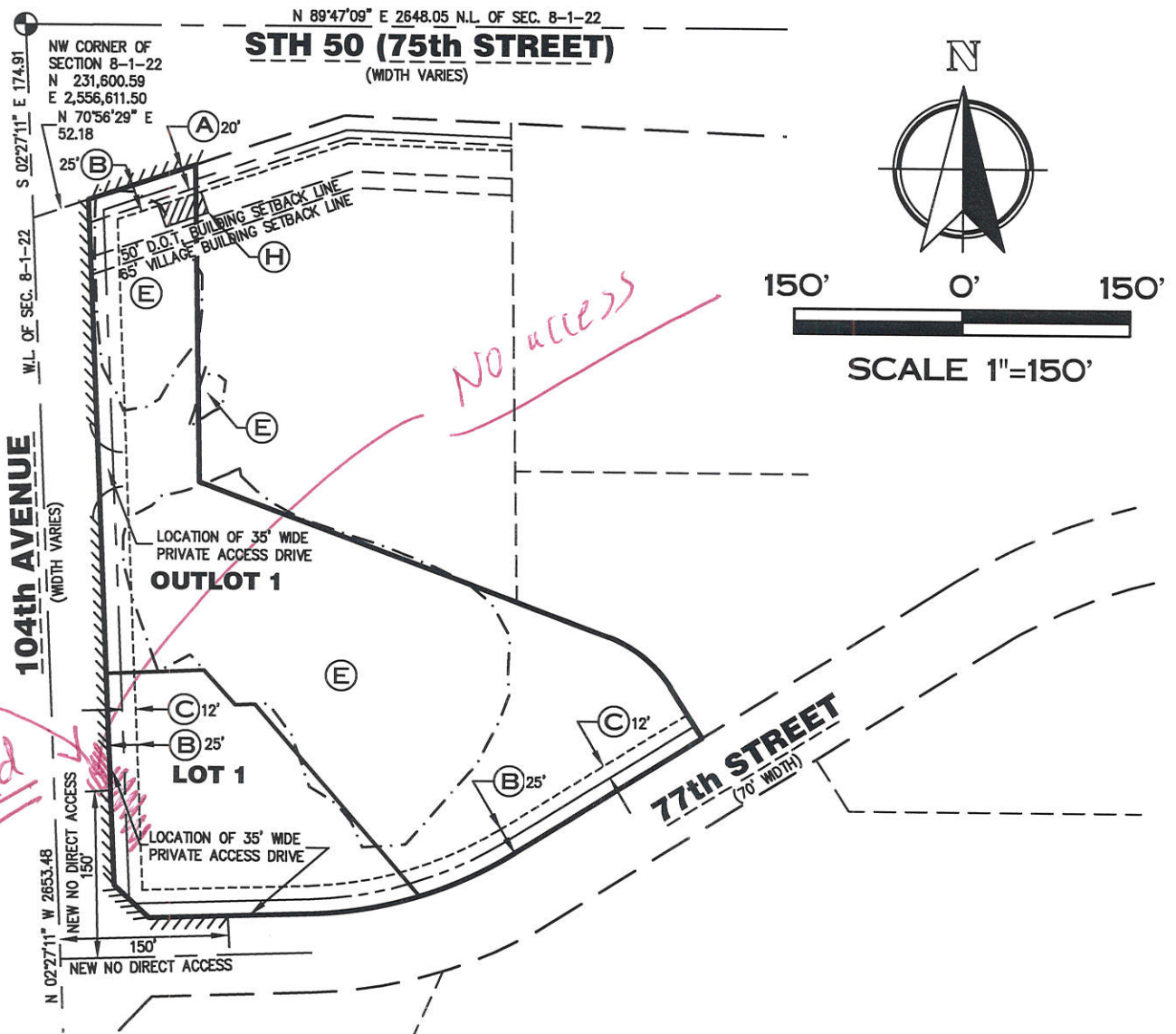
- 1" O.D. IRON PIPE FOUND
- 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
- ⊙ 6" CONC. MON. W/ BRASS CAP FOUND

Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

**EASEMENT & RESTRICTION CARRYOVER FROM  
CSM's 2482, 2666 & 2726**



- (A)** 20' WIDE DEDICATED PUBLIC WATER MAIN, ACCESS AND MAINTENANCE EASEMENT. (PER C.S.M. NO. 2666 AND 2726)
  - (B)** 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666 AND 2726)
  - (C)** DEDICATED UTILITY EASEMENT AREAS GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH AND TIME WARNER CABLE. (PER C.S.M. NO. 2666 AND 2726)
  - (E)** DEDICATED WETLAND CONSERVANCY AREA EASEMENT AND RESTRICTED WETLAND CONSERVANCY AREA (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER C.S.M. NO. 2666 AND 2726)
  - (H)** DEDICATED ENTRY MONUMENT EASEMENT. (PER C.S.M. NO. 2482, 2666 AND 2726)
- /// INDICATES NO DIRECT ACCESS PERMITTED TO ADJACENT ROADWAYS PURSUANT TO VILLAGE OF PLEASANT PRAIRIE or WISDOT REQUIREMENTS.

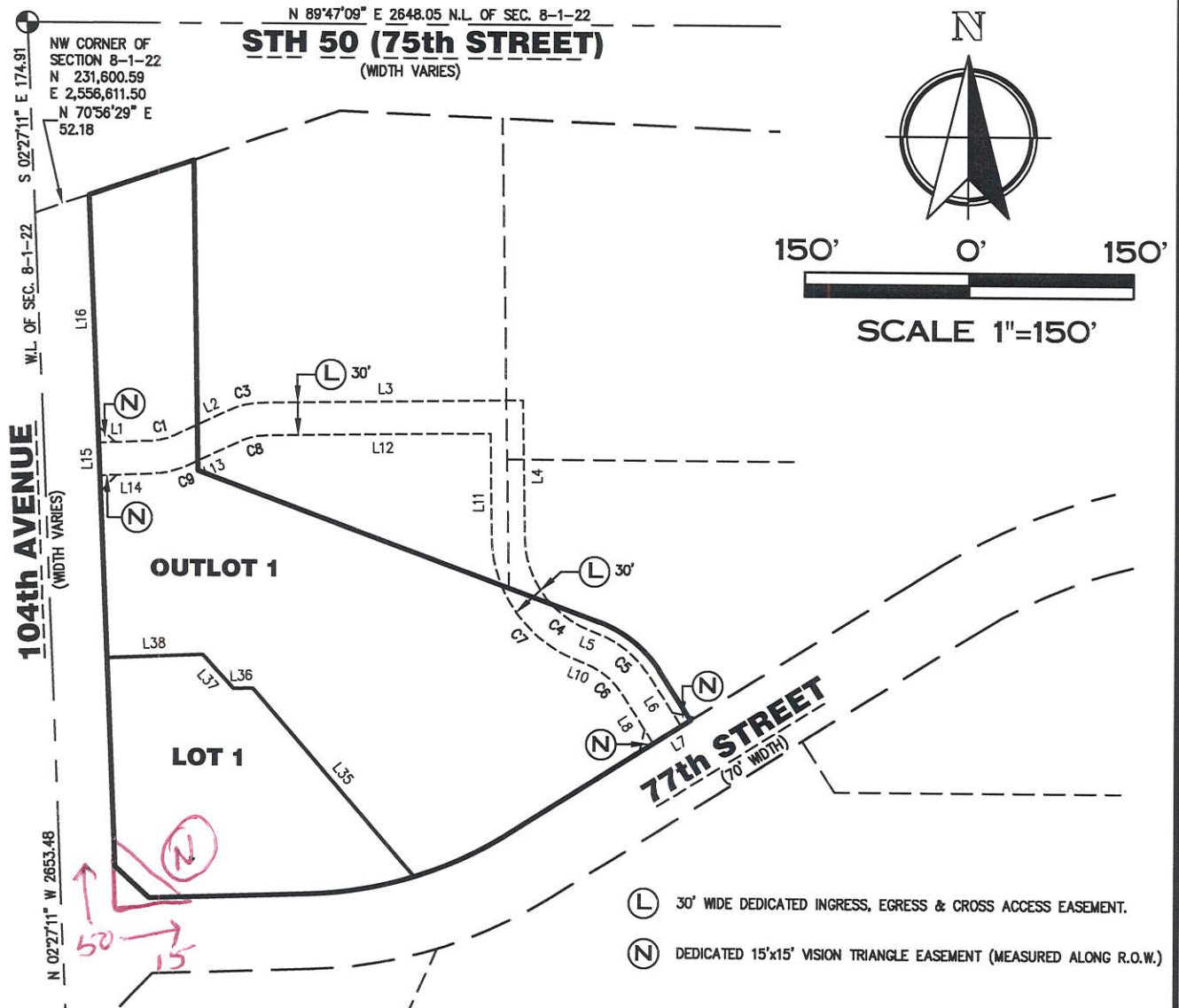
Date: September 17, 2013  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0009.15



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

## INGRESS, EGRESS & CROSS ACCESS EASEMENTS



- L 30' WIDE DEDICATED INGRESS, EGRESS & CROSS ACCESS EASEMENT.
- N DEDICATED 15'x15' VISION TRIANGLE EASEMENT (MEASURED ALONG R.O.W.)

Ingress, Egress & Cross Access Easement Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	47.42	N87° 32' 50"E	L21	24.00	N88° 58' 39"E
L2	53.39	N64° 40' 30"E	L22	216.58	S01° 01' 22"E
L3	235.82	N88° 58' 39"E	L23	213.34	N87° 48' 09"W
L4	125.09	S01° 01' 22"E	L25	30.78	N88° 58' 39"E
L5	4.82	S69° 31' 09"E	L26	28.50	N01° 01' 21"W
L6	53.35	S32° 20' 44"E	L27	24.00	N88° 58' 39"E
L7	30.00	S57° 39' 16"W	L28	28.50	S01° 01' 21"E
L8	53.35	N32° 20' 44"W	L29	131.22	N88° 58' 39"E
L10	4.82	N69° 31' 09"W	L30	24.00	S01° 01' 22"E
L11	95.09	N01° 01' 22"W	L31	186.00	S88° 58' 39"W
L12	205.82	S88° 58' 39"W	L16	228.44	S02° 27' 11"E
L13	53.39	S64° 40' 30"W	L24	28.50	N01° 01' 21"W
L14	47.42	S87° 32' 50"W	L17	43.57	S01° 01' 21"E
L15	30.00	N02° 27' 10"W	L35	429.57	S57° 39' 15"W
L18	24.04	N01° 01' 21"W	L33	349.52	S87° 48' 05"E
L19	189.30	S87° 48' 09"E	L34	241.04	N70° 56' 29"E
L20	191.19	N01° 01' 22"W			

Ingress, Egress & Cross Access Easement Curve Table

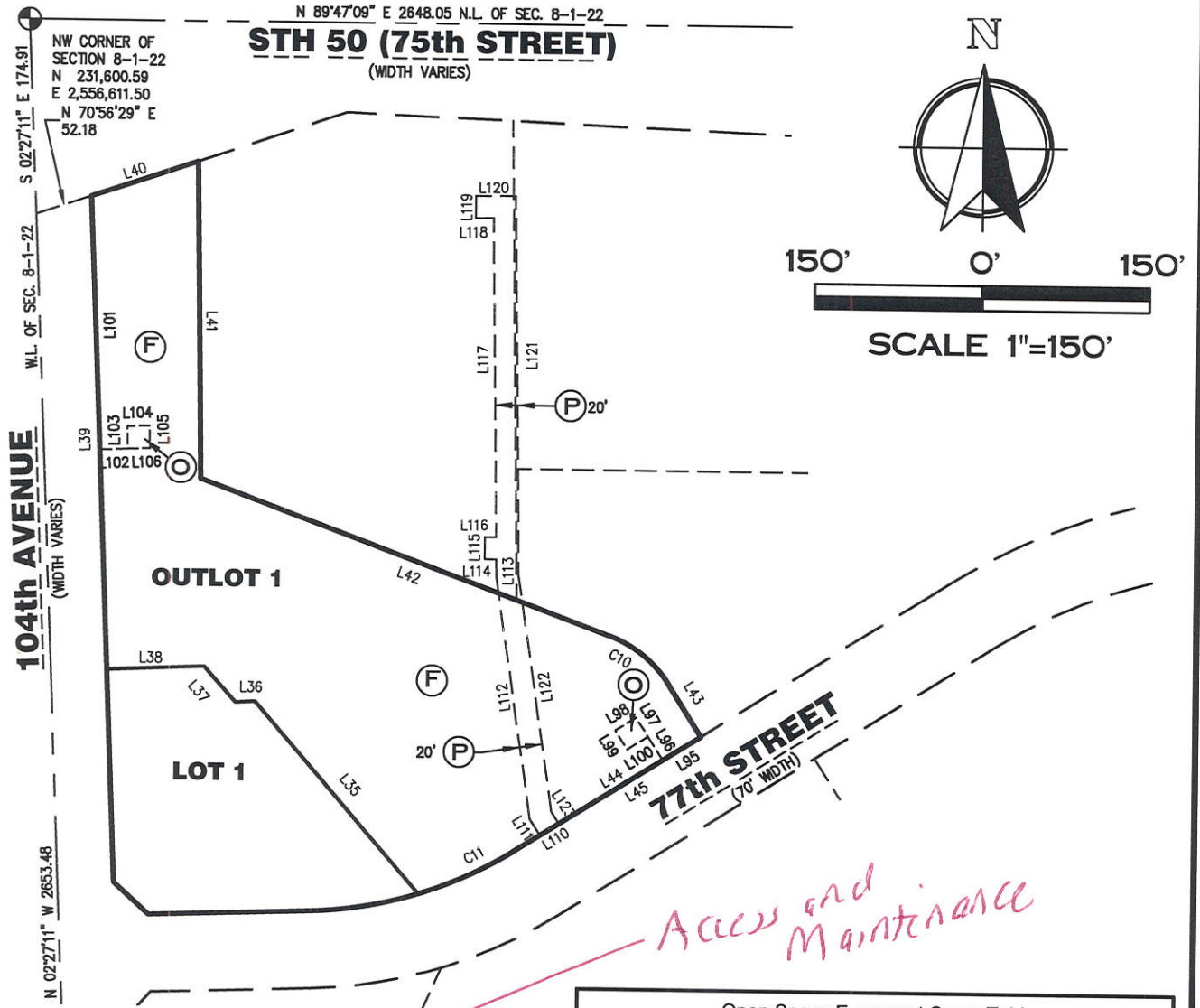
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	22.87	55.97	22.34	11.32	N76° 06' 40"E	22.19
C3	24.30	80.03	33.95	17.23	N76° 49' 34"E	33.69
C4	68.50	93.50	111.78	63.66	S35° 16' 16"E	105.24
C5	37.17	100.50	65.20	33.80	S50° 55' 57"E	64.07
C6	37.17	70.50	45.74	23.71	N50° 55' 57"W	44.94
C7	68.50	123.50	147.64	84.08	N35° 16' 16"W	139.01
C8	24.30	50.03	21.22	10.77	S76° 49' 34"W	21.06
C9	22.87	85.97	34.32	17.39	S76° 06' 40"W	34.09

Date: September 17, 2013  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0009.15

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
 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.

## COMMON OPEN SPACE & WATER MAIN EASEMENTS



- (F) DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT.
- (O) 20'x20' DEDICATED ENTRY MONUMENT SIGN, EASEMENT FOR IDENTIFYING SIGNAGE.
- (P) 20' WIDE DEDICATED PRIVATE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT.

Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C10	37.17	110.50	71.69	37.16	N50° 55' 57"W	70.44
C11	14.68	365.00	93.50	47.01	N64° 59' 34"E	93.25

Line #	Length	Direction
L35	226.16	S40° 47' 02"E
L36	17.61	N86° 54' 49"E
L37	42.04	S42° 04' 06"E
L38	87.04	N87° 32' 49"E
L39	426.47	N2° 27' 11"W
L40	100.62	N70° 56' 29"E
L41	285.50	S01° 01' 21"E
L42	391.07	S69° 31' 09"E
L43	53.39	S32° 20' 45"E
L44	197.21	S57° 39' 15"W

Line #	Length	Direction
L87	14.05	S57° 39' 15"W
L88	116.46	N01° 01' 21"W
L89	350.49	S88° 58' 39"W
L90	12.00	N01° 01' 21"W
L91	189.99	N88° 58' 39"E
L91A	307.26	N01° 01' 21"W
L91B	12.02	S87° 48' 05"E
L92	301.70	S01° 01' 21"E
L93	161.50	N88° 58' 39"E
L94	121.16	S01° 01' 21"E

Line #	Length	Direction
L45	149.13	S57° 39' 15"W
L110	20.00	S57° 39' 15"W
L111	17.27	N32° 20' 45"W
L112	218.77	N08° 31' 14"W
L113	16.67	N01° 01' 14"W
L114	10.00	N88° 59' 00"E
L115	20.00	N01° 01' 14"W
L116	10.00	N88° 59' 00"E
L117	287.06	N01° 01' 14"W
L118	15.85	S88° 58' 48"W
L119	20.00	N01° 01' 12"W
L120	35.85	S88° 58' 48"W
L121	341.14	S01° 00' 30"E
L122	214.52	S08° 29' 44"E
L123	13.00	S32° 21' 34"E

Line #	Length	Direction
L95	40.00	S57° 39' 16"W
L96	24.98	S32° 20' 44"E
L97	20.00	N32° 20' 45"W
L98	22.00	S57° 39' 15"W
L99	20.00	S32° 20' 45"E
L100	22.00	N57° 39' 15"E
L101	228.44	S02° 27' 11"E
L102	25.00	N87° 32' 50"E
L103	20.00	N02° 27' 11"W
L104	20.00	N87° 32' 50"E
L105	20.00	S02° 27' 11"E
L106	20.00	S87° 32' 50"W

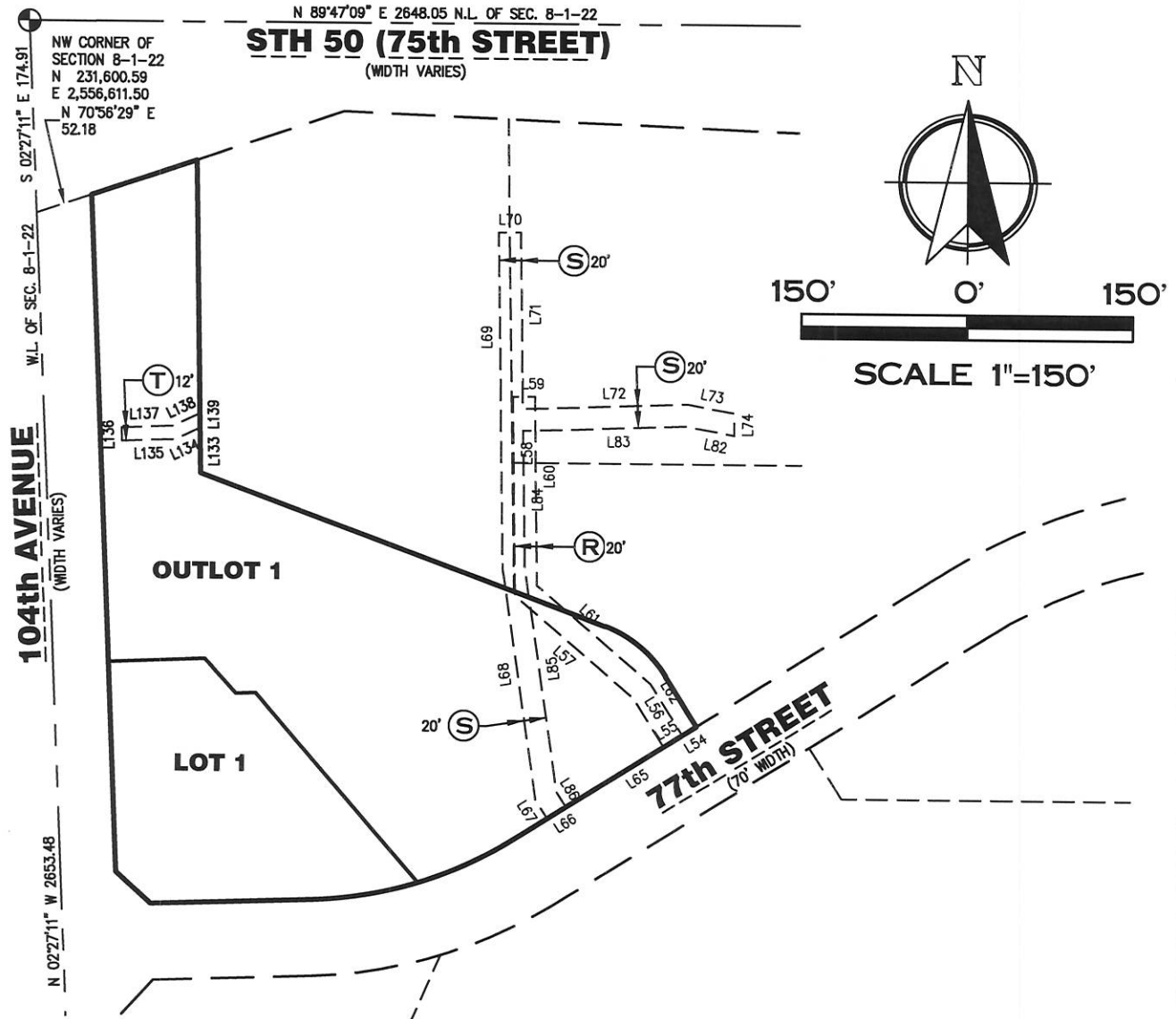
Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
 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.

## SANITARY SEWER, STORM WATER & PUBLIC UTILITY EASEMENTS



- (R) 20' WIDE DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT.
- (S) 20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE EASEMENT.
- (T) 12' WIDE DEDICATED PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT.

Sanitary Sewer Easement Line Table		
Line #	Length	Direction
L54	15.00	S57° 39' 15"W
L55	20.00	S57° 39' 15"W
L56	51.83	N32° 20' 45"W
L57	141.43	N49° 40' 11"W
L58	181.98	N01° 01' 00"W
L59	20.00	N88° 59' 00"E
L60	172.94	S01° 01' 00"E
L61	135.43	S49° 40' 11"E
L62	54.88	S32° 20' 45"E

Storm Sewer Easement Line Table		
Line #	Length	Direction
L65	139.13	S57° 39' 15"W
L66	20.00	S57° 39' 15"W
L67	20.11	N32° 20' 45"W
L68	211.61	N08° 31' 14"W
L69	307.21	N01° 01' 22"W
L70	20.00	N88° 58' 38"E
L71	161.00	S01° 01' 22"E
L72	149.19	N87° 49' 06"E
L73	42.72	S79° 23' 17"E
L74	20.37	S01° 01' 21"E

Storm Sewer Easement Line Table		
Line #	Length	Direction
L82	44.58	N79° 26' 44"W
L83	147.36	S87° 49' 08"W
L84	124.90	S01° 01' 22"E
L85	206.08	S08° 31' 14"E
L86	15.89	S32° 20' 45"E

Public Utility Easement Line Table		
Line #	Length	Direction
L133	40.89	N1° 01' 21"W
L134	24.79	S65° 05' 45"W
L135	47.97	S87° 32' 50"W
L136	12.00	N2° 27' 10"W
L137	45.59	N87° 32' 50"E
L138	27.73	N65° 05' 45"E
L139	13.12	S1° 01' 21"E

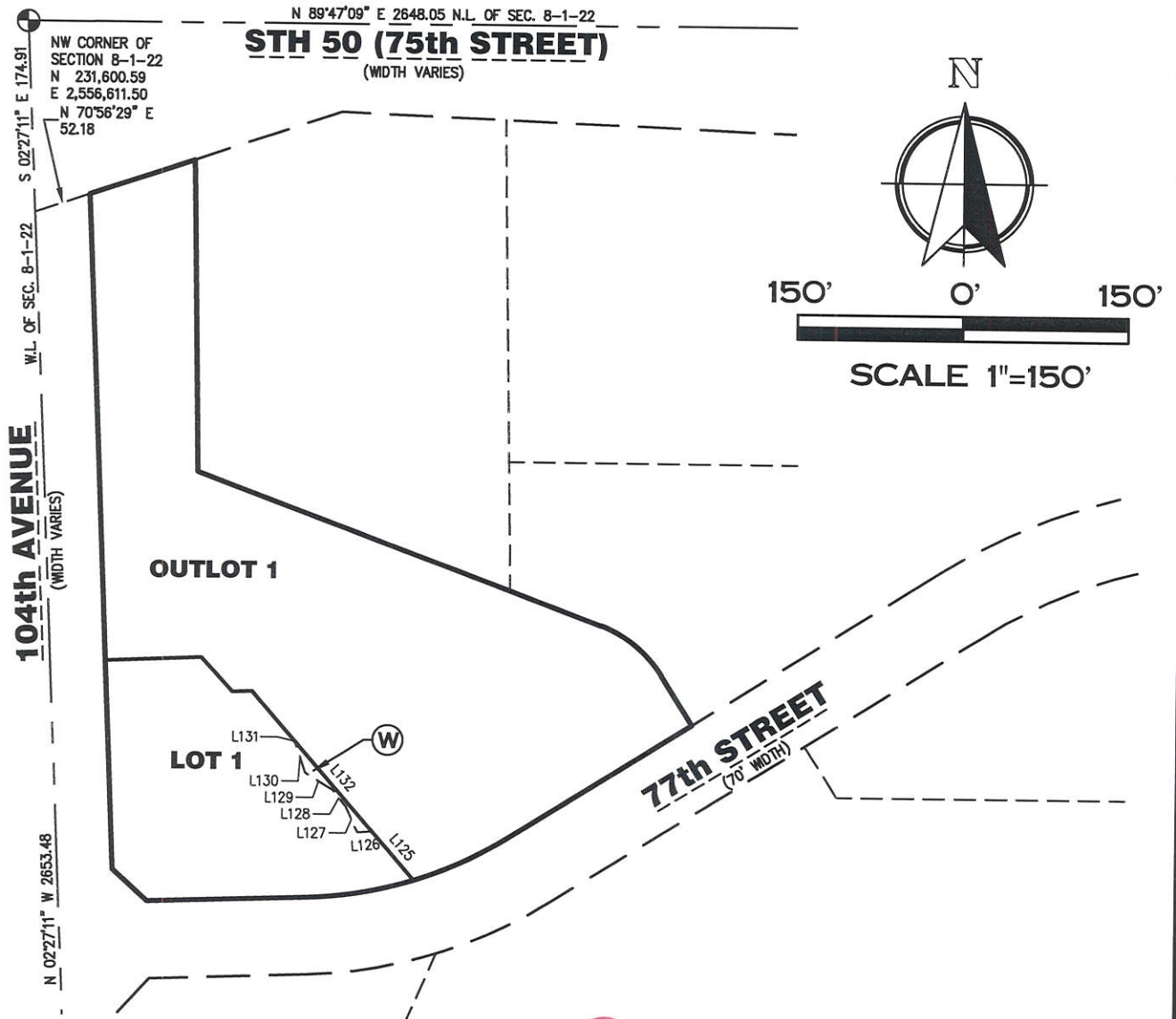
Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

**WETLAND PRESERVATION EASEMENT**



**(W)** DEDICATED WETLAND PRESERVATION, PROTECTION, ACCESS AND MAINTENANCE EASEMENT

Parcel Line Table		
Line #	Length	Direction
L125	58.36	N40° 47' 02"W
L126	13.15	S85° 10' 03"W
L127	26.27	N24° 14' 15"W
L128	19.29	N39° 04' 00"W
L129	29.20	N58° 08' 04"W
L130	29.41	N18° 43' 23"W
L131	0.69	N19° 46' 51"W
L132	107.96	S40° 47' 02"E

Date: September 17, 2013  
This Instrument was drafted by Mark R. Madsen  
PROJECT ID: 2012.0009.15

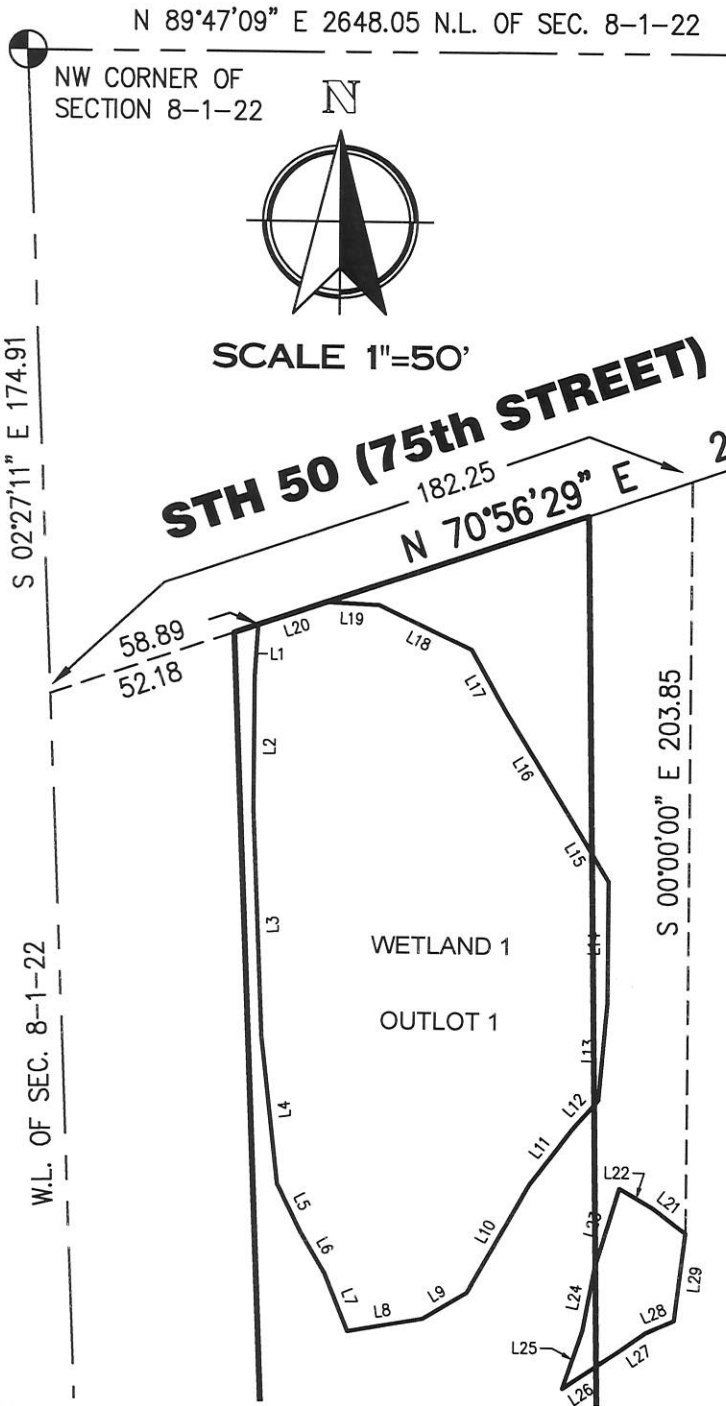
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
 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.

## WETLAND DETAIL

### WETLAND 1

Part of Outlot 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of 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 described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 58.89 feet to a point on the South right-of-way of S.T.H. "50" (75th Street) and the point of beginning of this description; run thence S03°08'12"W 14.92 feet; thence S00°07'49"E 36.11 feet; thence S02°29'30"E 61.02 feet; thence S06°36'02"E 40.00 feet; thence S26°12'38"E 14.49 feet; thence S30°13'22"E 13.01 feet; thence S21°56'18"E 16.70 feet; thence N80°02'16"E 20.57 feet; thence N58°13'21"E 13.82 feet; thence N29°14'54"E 34.16 feet; thence N36°55'00"E 18.77 feet; thence N41°28'48"E 10.58 feet; thence N04°52'34"E 25.88 feet; thence N00°11'26"E 33.52 feet; thence N31°23'10"W 21.94 feet; thence N31°46'10"W 32.28 feet; thence N29°28'04"W 18.57 feet; thence N64°39'40"E 27.66 feet; thence N87°22'50"W 14.28 feet; thence S70°56'29"W 19.24 feet to the point of beginning. Containing 14,380 S.F.



### WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.

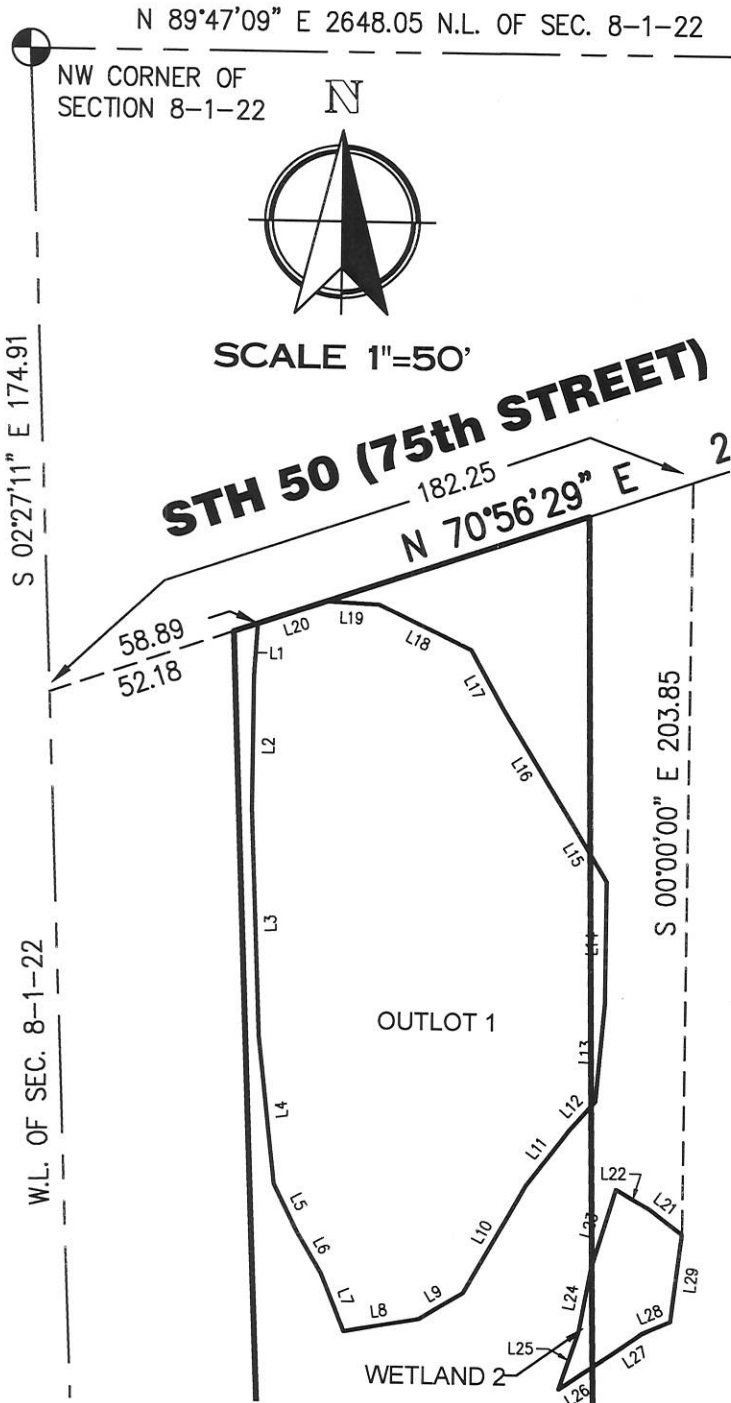
Wetland 1 Line Table		
Line #	Length	Direction
L1	14.92	S03°08'12"W
L2	36.11	S00°07'49"E
L3	61.02	S02°29'30"E
L4	40.00	S06°36'02"E
L5	14.49	S26°12'38"E
L6	13.01	S30°13'22"E
L7	16.70	S21°56'18"E
L8	20.57	N80°02'16"E
L9	13.82	N58°13'21"E
L10	34.16	N29°14'54"E
L11	18.77	N36°55'00"E
L12	10.58	N41°28'48"E
L13	25.88	N04°52'34"E
L14	33.52	N00°11'26"E
L15	21.94	N31°23'10"W
L16	32.28	N31°46'10"W
L17	18.57	N29°28'04"W
L18	27.66	N64°39'40"W
L19	14.28	N87°22'50"W
L20	19.24	S70°56'29"W

Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
 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.

## WETLAND DETAIL



### WETLAND 2

Part of Outlot 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of 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 described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 182.25 feet to a point on the South right-of-way of S.T.H. "50" (75th Street); thence S00°00'00"E 203.85 feet to the point of beginning of this description; run thence N52°55'44"W 11.00 feet; thence N60°08'49"W 10.65 feet; thence S16°29'28"W 22.61 feet; thence S10°02'01"W 17.33 feet; thence S19°11'16"W 16.39 feet; thence N56°08'19"E 17.50 feet; thence N55°35'14"E 9.34 feet; thence N65°40'12"E 8.43 feet; thence N07°00'03"E 23.97 feet to the point of beginning. Containing 885 S.F.

Wetland 2 Line Table		
Line #	Length	Direction
L21	11.00	N52°55'44"W
L22	10.65	N60°08'49"W
L23	22.61	S16°29'28"W
L24	17.33	S10°02'01"W
L25	16.39	S19°11'16"W
L26	17.50	N56°08'19"E
L27	9.34	N55°35'14"E
L28	8.43	N65°40'12"E
L29	23.97	N07°00'03"E

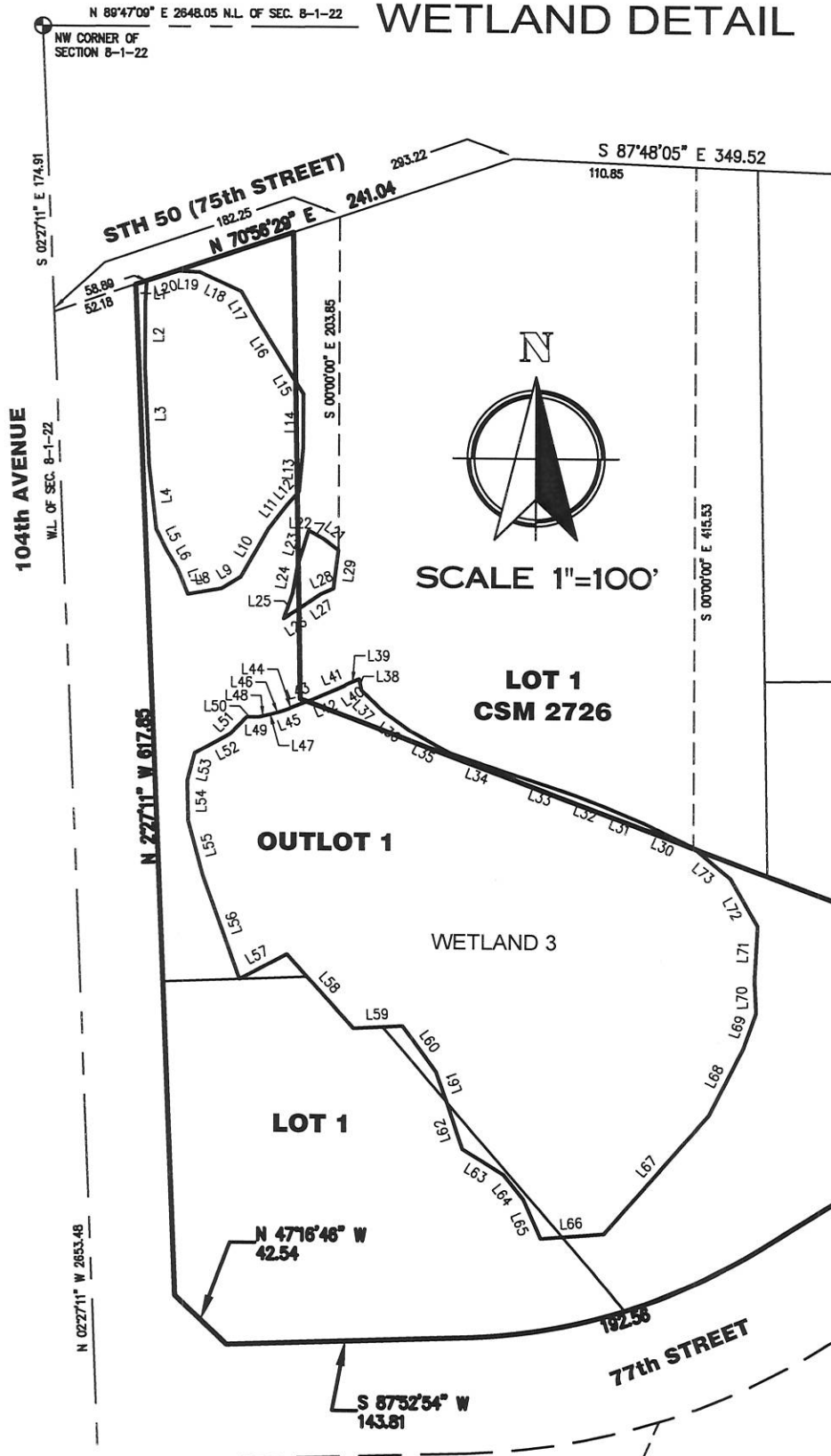
### WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.

Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
 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.



Wetland 3 Line Table		
Line #	Length	Direction
L30	33.54	N64°18'08"W
L31	25.67	N67°27'14"W
L32	19.06	N69°08'28"W
L33	39.45	N71°52'02"W
L34	40.56	N71°18'34"W
L35	27.63	N61°27'56"W
L36	18.91	N54°29'30"W
L37	19.43	N46°02'48"W
L38	6.86	N10°55'43"W
L39	8.74	S65°41'17"W
L40	1.42	S55°05'59"W
L41	10.42	S66°45'48"W
L42	10.37	S66°31'59"W
L43	12.62	S68°29'55"W
L44	3.22	S67°47'02"W
L45	4.56	S69°48'16"W
L46	4.56	S72°29'55"W
L47	4.56	S75°11'50"W
L48	4.56	S77°54'01"W
L49	4.22	S88°33'38"W
L50	3.10	N88°15'30"W
L51	14.88	S44°04'00"W
L52	24.15	S61°55'16"W
L53	17.92	S13°45'04"W
L54	24.36	S01°24'08"E
L55	34.80	S15°11'59"E
L56	66.80	S19°39'59"E
L57	32.28	N61°27'54"E
L58	60.47	S42°04'10"E
L59	29.77	N86°54'49"E
L60	34.46	S36°18'19"E
L61	20.03	S19°46'51"E
L62	29.41	S18°43'23"E
L63	29.20	S58°08'04"E
L64	19.29	S39°04'00"E
L65	26.27	S24°14'15"E
L66	38.41	N85°10'03"E
L67	96.87	N40°45'58"E
L68	45.15	N26°48'15"E
L69	23.06	N19°23'02"E
L70	19.95	N02°54'09"W
L71	32.95	N02°56'40"E
L72	33.59	N29°20'43"W
L73	29.52	N50°05'36"W

## WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011. CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.

Date: September 17, 2013  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2012.0009.15



## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

### WETLAND 3 LEGAL DESCRIPTION

#### WETLAND 3

Part of Outlots 1 hereof and Lot 1, of Certified Survey Map No. 2726, being that part of 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 described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 293.22 feet to an angle point on the South right-of-way of S.T.H. "50" (75th Street); thence S87°48'05"E 110.85 feet along said South right-of-way; thence S00°00'00"E 415.53 feet to the point of beginning of this description; run thence N64°18'08"W 33.54 feet; thence N67°27'14"W 25.67 feet; thence N69°08'28"W 19.06 feet; thence N71°52'02"W 39.45 feet; thence N71°18'34"W 40.56 feet; thence N61°27'56"W 27.63 feet; thence N54°29'30"W 18.91 feet; thence N46°02'48"W 19.43 feet; thence N10°55'43"W 6.86 feet; thence S65°41'17"W 8.74 feet; thence S55°05'59"W 1.42 feet; thence S66°45'48"W 10.42 feet; thence S66°31'59"W 10.37 feet; thence S68°29'55"W 12.62 feet; thence S67°47'02"W 3.22 feet; thence S69°48'16"W 4.56 feet; thence S72°29'55"W 4.56 feet; thence S75°11'50"W 4.56 feet; thence S77°54'01"W 4.56 feet; thence S88°33'38"W 4.22 feet; thence N88°15'30"W 3.10 feet; thence S44°04'00"W 14.88 feet; thence S61°55'16"W 24.15 feet; thence S13°45'04"W 17.92 feet; thence S01°24'08"E 24.36 feet; thence S15°11'59"E 34.80 feet; thence S19°39'59"E 66.80 feet; thence N61°27'54"E 32.28 feet; thence S42°04'10"E 60.47 feet; thence N86°54'49"E 29.77 feet; thence S36°18'19"E 34.46 feet; thence S19°46'51"E 20.03 feet; thence S18°43'23"E 29.41 feet; thence S58°08'04"E 29.20 feet; thence S39°04'00"E 19.29 feet; thence S24°14'15"E 26.27 feet; thence N85°10'03"E 38.41 feet; thence N40°45'58"E 96.87 feet; thence N26°48'15"E 45.15 feet; thence N19°23'02"E 23.06 feet; thence N02°54'09"W 19.95 feet; thence N02°56'40"E 32.95 feet; thence N29°20'43"W 33.59 feet; thence N50°05'36"W 29.52 feet to the point of beginning. Containing 66,643 S.F.

#### WETLAND NOTE

WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC. ON OCTOBER 22, 2011 AND FIELD LOCATED BY LAND INFORMATION SERVICES, INC. ON OCTOBER 27, 2011.

CONCURRENCE ON THE DELINEATION WAS ISSUED BY WDNR ON JUNE 14, 2012. USACOE DOES NOT HAVE JURISDICTION OVER THESE WETLANDS.

Date: September 17, 2013

This Instrument was drafted by Mark R. Madsen

PROJECT ID: 2012.0009.15

SHEET 10 OF 18 SHEETS

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.**

**DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENTS (L)**

Nonexclusive easements coextensive with the areas shown as 30' wide Dedicated Ingress, Egress and Cross Access Easements on Outlot 1 of this CSM have been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of Certified Survey Map No. 2726 ("CSM 2726") and the Village of Pleasant Prairie ("the Village") for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easements, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Prairie Ridge West Owners' Association, Inc. ("Association" or, in the absence of the Association, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access drives and associated pavement and landscaping improvements.

*of this CSM*  
*of this CSM*

**DEDICATED COMMON OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT (F)**

A nonexclusive easement coextensive with the area shown as a Dedicated Common Open Space, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Association, the Owner(s) of Lots 1, 2 and 3 of CSM 2726, the Owner of Lot 1, and the Village of Pleasant Prairie ("the Village") for wetland preservation / protection purposes and for all related construction, installation, repair, alteration, replacement, landscaping and maintenance required. The Dedicated Common Open Space, Access and Maintenance Easement area shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, preservation, planting, care and maintenance responsibilities of the easement area which shall be required by the Association or the Owner(s) of Lot 1, 2 and Outlot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 as will not interfere with the improvements, uses and purposes of the Village, the Association and the Owners of such Lots and Outlots. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village, the rights of the Association and the rights of the Owner of Lot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or other entities with respect to the Dedicated Common Open Space, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Association shall be responsible for all costs associated with the preservation and maintenance of the Dedicated Common Open Space, Access and Maintenance Easement area in perpetuity. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements shall be invoiced by the Village as a special charge against Lot 1, Outlot 1 and Lots 1, 2 and 3 of CSM 2726.

*space*

*of this CSM*

The easement rights include the perpetual right of the Owner(s) of Lot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 to enter upon said Outlot within the Dedicated Common Open Space, Access and Maintenance Easement area at any time that it may see fit, to remove, repair or replace any parking and access drive pavements, landscaping, landscaped islands, sidewalks, curbs, gutters, signage, site lighting and other site improvements within the non-wetland easement areas.

*\* show all easement paragraphs on CSM*

*\* put easement A's in order*

*(A)*

*(B)*

*(C)*



add<sup>a</sup> VTE on Lot 1 of this CSM to P

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726 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.

~~dedicated on Lot 1 and 2 of this CSM~~

**DEDICATED VISION TRIANGLE EASEMENT (N)**

Nonexclusive easements coextensive with the areas shown as a 15'x15' Dedicated Vision Triangle Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lot 1 and Outlot 1, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

**20' WIDE DEDICATED PRIVATE WATER MAIN, ACCESS AND MAINTENANCE EASEMENT (P)**

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Water Main, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") for private water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes, and for all related ingress and egress. This 20' Wide Dedicated Private Water Main Easement shall be exclusive, except for: (1) Water Street Land, LLC's financial responsibility and obligation for the private water main and related appurtenances, construction, installation, repair, alteration, replacement and maintenance activities, uses and purposes; (2) a Lot Owner's use, planting and irrigating, care and maintenance of landscaped areas and a Lot Owner's use, maintenance, replacement or repair of any parking or driveway areas within the private water main easement area located on such Lot Owner's lot as will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to this 20' Wide Dedicated Private Water Main, Access and Maintenance Easement and the rights of the Owner(s) of Outlot 1 and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or any other persons or entities with respect to this easement, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said private water main improvements shall be placed as a special charge against Lots 1, 2 and 3 of CSM 2726.

**DEDICATED PLANTING AND LANDSCAPE EASEMENT (B)**

Nonexclusive easements coextensive with each area shown on this CSM as a Dedicated Planting and Landscape Easement were dedicated, given, granted and conveyed per the Prairie Ridge Subdivision Plat to the Village of Pleasant Prairie ("the Village") for the purposes of planting and installing trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the Dedicated Planting and Landscape Easement, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of each lot shown on this CSM shall be responsible for (upon construction of a building upon its Lot) all costs associated with planting and installing trees, shrubs and other landscape elements and all related grading, replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

Is ~~water~~ water street going to continue ongoing maintenance?



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

**20' WIDE DEDICATED PRIVATE STORM WATER MANAGEMENT, ACCESS AND MAINTENANCE  
EASEMENT (S)**

A nonexclusive easement coextensive with the area shown as a 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and the Village of Pleasant Prairie ("the Village") for storm water drainage purposes and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. This 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement area which shall be required by the Owner(s) of Outlot 1 as will not interfere with the improvements, uses and purposes of the Village and the Owner of Outlot 1, and the Owner(s) of Lots 1, 2 and 3 of CSM 2726 as they relate to the easement, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement area as may be approved by the Village. In the event of any conflict between the rights of the Owner of Outlot 1, the rights of the Village and the rights of the Owner(s) of Lots 1, 2 and 3 of CSM 2726 or other entities with respect to the 20' Wide Dedicated Storm Water Management, Access and Maintenance Easement area, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. Water Street Land, LLC shall be responsible for all costs associated with the construction and maintenance of the storm sewer and drainageway improvements contained within the exclusive easement until such time as such maintenance responsibility is transferred to the Association. Any Village costs that may be incurred in the repair, alteration, replacement or maintenance activities of said improvements may be invoiced by the Village as a special charge against Lots 1, 2 and 3 of CSM 2726 and any other properties using the easement area or said improvements.

The easement rights include the right to enter upon Outlot 1 within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Outlot 1, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

This grant is further subject to the condition that the Association shall, at its expense, reconstruct and repair the storm water drainage system improvements as deemed necessary by the Village. Upon completion of any such reconstruction or repair to the storm water drainage system improvements, the Association will restore the easement area to its prior grade and condition including any restoration such as and without limitation, the replacement of pavement, concrete curbs and gutters, sidewalks, signage, landscaping or landscaped islands or any other improvements requiring repair resulting from such reconstruction and repair.

The Association may allocate any costs for which it is responsible hereunder to the Owner(s) of Outlot 1, the Owner(s) of Lots 1, 2 and 3 of CSM 2726 and any other party using the easement area.

*of lot 1 and of this CSM*  
*lot 1 and of this CSM*  
*rewrite*  
*lot 1 and outlot 1 of this CSM.*



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.**

**20' WIDE DEDICATED PUBLIC SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (R)**

A nonexclusive easement coextensive with the area shown as a 20'-Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement on Outlot 1 of this CSM has been dedicated, given, granted and conveyed by Water Street Land, LLC to the Village of Pleasant Prairie ("the Village") for public sanitary sewer improvements and uses, and for all related ingress and egress, repair, alteration, replacement and maintenance activities. This 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement shall be exclusive, except for: (1) Water Street Land, LLC's financial responsibility and obligation for the sanitary sewer and related appurtenances, construction and installation. (2) the Owner of Outlot 1's use, maintenance, replacement or repair of any parking or driveway areas within the 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement area as will not interfere with the improvements, uses and purposes of the Village; and (3) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof. In the event of any conflicts between the rights of the Village pursuant to the 20' Dedicated Public Sanitary Sewer, Access and Maintenance Easement and the rights of any other persons or entities with respect to the this easement, the Village's rights under this easement shall be deemed to be superior.

The Village may, at the Village's sole cost and expense, reconstruct and repair any water lines, sewer lines, and other improvements ("Sanitary Sewer System Improvements") located within the 20' Wide Dedicated Public Sanitary Sewer, Access and Maintenance Easement (the "Sanitary Sewer, Access and Maintenance Easement") as deemed necessary by the Village. Upon completion of any such re-construction or repair to the Sanitary Sewer System Improvements, the Village will restore the Property to its prior grade in accordance with the following limitations: (a) the Village shall backfill and grade with gravel in any paved areas, and (b) the Village shall place topsoil and replant grass seed in any landscape areas. The Association shall be responsible for any and all costs and charges for restoring the Property beyond the stated limitations. If the Village conducts any additional restoration on the Property, the Association shall promptly reimburse the Village no later than (30) days after receipt of an invoice from the Village itemizing those costs and charges incurred by the Village. The Association and Owners of Lots 1, 2 and 3 of CSM 2726 acknowledge and agree that if any of their improvements cross, or are located in, the Sanitary Sewer, Access and Maintenance Easement the Village will not be responsible for any costs to repair or replace said items, even for damages caused by the Village's employees, contractors and agents in exercising the Village's rights under this Agreement. In particular, the Association shall be solely responsible for any costs of restoration, repairs or replacement of pavement, concrete curbs, sidewalks, signage, landscaping, fencing, retaining walls, lighting or any other improvements which are damaged in any manner by the Village while exercising its rights regarding repair, reconstruction, inspection, and maintenance of the Sanitary Sewer System Improvements within the Sanitary Sewer, Access and Maintenance Easement. The Association and the Owners of Lots 1, 2 and 3 of CSM 2726 agree to hold harmless the Village from and against any and all claims, causes of action, liability and costs and expenses arising out of, or relating to, the Village's repairs, replacements, maintenance, and inspections within the Sanitary Sewer, Access and Maintenance Easement. The Association may allocate any costs for which it is responsible hereunder the Owners of Lots 1, 2 and 3 of CSM 2726 and any other party using the easement.

If the Association ceases to exist or fails to comply with all requirements and obligations described in Paragraph 1 above, the Owners of Lots 1, 2 and 3 of CSM 2726 shall be jointly and severally liable for all such obligations.

*read*



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.**

**DEDICATED ENTRY MONUMENT SIGN EASEMENT FOR IDENTIFYING SIGNAGE (O)**

Nonexclusive easements coextensive with the two (2) areas shown as Dedicated Entry Monument Sign Easements for Identifying Signage on Outlot 1 of this CSM have been dedicated, given, granted and conveyed by Water Street Land, LLC to the Association for the purpose of construction, operating and maintaining identifying monument signage benefiting the businesses on Lots 1, 2, and 3 of CSM 2726, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These Dedicated Entry Monument Sign Easements for Identifying Signage shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof, (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Association, or in the absence of the Association, then by the Owner's of Lots 1, 2 and 3 of CSM 2726, as will not interfere with the improvements, uses and purposes of the Village and the Owner(s) of Outlot 1 as relates to the easements, and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Village, the rights of the Association, the rights of the Outlot 1 Owner(s) and the rights of the other entities with respect to the Dedicated Entry Monument Sign Easements for Identifying Signage areas, the Village's rights under the easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under the easements. Water Street Land, LLC shall be responsible for all costs associated with the construction and maintenance of the identifying monuments signs and associated electrical services and landscaping areas contained within the exclusive easement, which costs may be allocated to the Owner(s) of Lots 1, 2 and 3 of CSM 2726, as provided in the Declaration.

The easement rights include the perpetual right of the Association to enter upon Outlot 1 within the Dedicated Entry Monument Sign Easements for Identifying Signage areas at any time that it may see fit, to reconstruct, alter, maintain, use and repair the monument signs.

**12' WIDE DEDICATED PUBLIC UTILITIES, ACCESS AND MAINTENANCE EASEMENT (T)**

Nonexclusive easements coextensive with the areas shown on this CSM as 12' Wide Dedicated Public Utilities, Access and Maintenance Easements are hereby dedicated, given, granted and conveyed to Wisconsin Electric Power Company, Ameritech and Time Warner Cable, Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees"), for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve Outlot 1 and Lot 1 and for all related ingress and egress. To the extent possible, all such utility and communication lines and facilities shall be installed underground. These utility easements specifically include the right to trim or cut trees, brush or roots as may be reasonably necessary, to the condition existing prior to such entry by the Grantees or their agents. These utility easements shall be exclusive, except for: (1) the corresponding utility easements dedicated herein to the other Utility and Communications Grantees; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; and (3) such use, planting, care and maintenance of the easement area by the Owner(s) of the Outlot 1 and Lot 1 as will not interfere with the improvements, uses and purposes of the Utility and Communications Grantees. No private buildings or structures shall be placed within the utility easement area by the Owner(s) of the Outlot 1 and Lot 1 as will interfere with the improvements, uses and purposes of the Utility and Communication Grantees. In the event of any conflict between the rights of the Utility and Communication Grantees pursuant to the utility easement with respect to the 12' Wide Dedicated Public Utilities, Access and Maintenance Easement area and the rights of the Village in such area, the rights of the Village shall be deemed to be superior except with respect to matters relating to landscaping.

*re-read &  
re-write*



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.**

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the Association, or in the event the Association and the Declaration cease to exist, the Owners of Outlot 1 and Lot 1 shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public streets without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

**DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE  
EASEMENT (W)**

Nonexclusive easements coextensive within the areas shown on this CSM as Dedicated Wetland Preservation and Protection, Access and Maintenance Easement areas are hereby dedicated, given, granted and conveyed by the Owner of Lot 1 to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

The Owner hereby covenants that the Owner(s) of Lot 1 of this CSM shall have the obligation of protecting and preserving the Wetland Preservation and Protection, Access and Maintenance Easement areas shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, plant material or evasive species, planting wetland plant life as approved by the Village and the Wisconsin Department of Natural Resources, and removing of trash or debris in order to prevent a nuisance condition. No mowing or cutting of the wetlands shall be allowed. No signage or fences shall be erected within the wetlands, which might damage the wetland areas. This covenant shall run with the land, shall be binding upon the Owners of Lot 1, its successors and assigns and successors-in-title of the land, in their capacity as Owners of any such land, and shall benefit and be enforceable by the Village. The Owners shall perform such maintenance as may be needed, without compensation, and to the satisfaction of the Village. This covenant will not restrict or prohibit the Owner(s) from seeking and obtaining the required permit and authorization from the appropriate federal or State agencies having jurisdiction to fill or adjust the wetland areas on these lots insofar as the appropriate permits and approvals are obtained from the federal, State and Village agencies prior to the disturbing any wetlands.

*Lot 1 of this*

To the extent that the Village performs any such wetland related maintenance activities on behalf of the Owner(s), the Owner(s) of Lot 1 shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owner(s) as special assessments or special charges under Section 66.0627 (or successors and assigns or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises the rights granted to it in the Dedication and Easement Provisions on this CSM, the Village shall have no obligation to do anything pursuant to its rights under these easement dedications.



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.

SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Registered Land Surveyor, hereby certify:  
THAT I have prepared this Certified Survey Map at the direction of the OWNERS; THAT the exterior boundaries are described as The redivision of Lot 4, of Certified Survey Map No. 2726, being that part of the NW 1/4 of the NW 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Commence at a point on the West line of said Northwest 1/4 located S02°27'11"E 174.91 feet from the Northwest corner of said Section; thence N70°56'29"E 52.18 feet to a point on the East right-of-way of 104th Avenue and the point of beginning of this description; continue thence N70°56'29"E 241.04 feet to a point on the South right-of-way of State Trunk Highway "50" (75th Street); thence S87°48'05"E 349.52 feet along said South line; thence S01°01'21"E 301.70 feet; thence N88°58'39"E 161.50 feet; thence S01°01'21"E 121.16 feet to a point on the North right-of-way of 77th Street; thence S57°39'15"W 429.57 feet along said North line to the point of curvature of a curve of Southwesterly convexity whose radius is 365.00 feet and whose chord bears S72°46'05"W 190.34 feet; thence Southwesterly 192.56 feet along the arc of said curve and said North line; thence S87°52'54"W 143.81 feet along said North line; thence N47°16'46"W 42.54 feet along said North line to the East right-of-way of 104th Avenue; thence N02°27'11"W 617.85 feet along said East line to the point of beginning. Containing 9.156 acres.

THAT said Certified Survey Map is a correct representation of all of the exterior boundaries of the land surveyed and the division thereof made and I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance.

September 17, 2013

\_\_\_\_\_  
Mark R. Madsen, S-2271  
Nielsen Madsen & Barber, S.C.  
1458 Horizon Blvd., Suite 200  
Racine, WI 53406  
(262) 634-5588

OWNER'S CERTIFICATE OF DEDICATION

Auriga, LLC, as Owner does hereby certified that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map and does further certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection: Village of Pleasant Prairie.

AURIGA, LLC

Signed: \_\_\_\_\_

Print Name: David C. Hodge  
Sole Member

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2013.

Witness: \_\_\_\_\_

\_\_\_\_\_

*Submit Auriga organizational documents.*

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

**BEING A REDIVISION OF LOT 4 OF CERTIFIED SURVEY MAP NO. 2726  
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.**

**CONSENT OF CORPORATE MORTGAGE**

\_\_\_\_\_, a corporation duly organized under and by virtue of the laws of the State of Wisconsin, mortgagee of the above-described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map and does hereby consent to the above certificate of Auriga, LLC, Owner.

IN WITNESS WHEREOF, the said AURIGA, LLC has caused these presents to be signed by \_\_\_\_\_ at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_ day of \_\_\_\_\_, 2013.

AURIGA, LLC

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said corporation, and acknowledged that he executed the foregoing as such officer as the deed of said corporation, by its authority.

\_\_\_\_\_

Notary Public, \_\_\_\_\_, \_\_\_\_

My Commission: \_\_\_\_\_

SEAL

**VILLAGE PLAN COMMISSION APPROVAL**

Approved by the Village Plan Commission, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Thomas W. Terwall, Chairman

**VILLAGE BOARD APPROVAL**

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
John P. Steinbrink, Village President

Attest: \_\_\_\_\_  
Jane M. Romanowski, Village Clerk

10/9/2013

## DRAFT

### **DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN AND AURIGA LLC REGARDING THE REGNER VETERINARY CLINIC**

**THIS DEVELOPMENT AGREEMENT** is made between Auriga LLC, a Wisconsin Limited Liability Company (the "Owner") with a business and registered office address of \_\_\_\_\_ and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

#### **WITNESSETH:**

1. The Owner and the Village have entered into this Development Agreement dated as \_\_\_\_\_, 2013 regarding a 0.953-acre lot to operate a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology, surgical and emergency services in an 4,787 square foot building to be located at 10372 77<sup>th</sup> Street containing certain real property located within the Village, the legal description which is attached hereto as **EXHIBIT A** and incorporated herein by reference. A copy of the Site and Operational Plans for Regner Veterinary Clinic as described below are on file with the Village Community Development Department and can be viewed at the Village Hall at the address stated above, relating to the Required Private and Public Improvements to be completed in and adjacent to the Development, all of which are a part of or provided for in this Development Agreement.
2. The Owner has agreed to and provided to the Village, among other things, the following:
  - a. The obligation and agreement to construct and maintain various required private infrastructure improvements pursuant to the Village approved Final Site Development Plans sealed by the Engineer and dated \_\_\_\_\_, 2013 as prepared by Kueny Architects, LLC and Nielsen Madsen & Barber S.C. The referenced plan set specifically includes the following: Civil Plans, Architectural Plans, Electrical Plans and Landscape Plans. These plans were approved by the Village on \_\_\_\_\_, 2013. The large scale set of the approved Final Site and Operational Plans are on file with the Village (**EXHIBIT B**); and
  - b. The obligation and agreement to construct and maintain the required public improvements pursuant to the Village approved Plans includes: a five (5)

foot-wide concrete public sidewalks extending along 77<sup>th</sup> Street to the intersection of 77<sup>th</sup> Street and 104<sup>th</sup> Avenue to the property line limits of the Development. These improvements are shown on the **EXHIBIT B** along with the approval letters, including the engineering inspection cost estimate, erosion control and Notice of Intent (NOI) permits, public street tree and landscaping contract documents and certificates of insurance for the construction of the referenced public sidewalk, and right-of-way public street trees and private plantings; and

- c. The obligation and agreement to plant, stake, mulch, weed, water, trim and maintain the required landscaping improvements (right-of-way public street trees and private plantings) adjacent to and within the Development pursuant to the Village-approved Landscaping Plan. The required right-of-way public street trees and private landscaping specifically includes the public street trees in the 77<sup>th</sup> Street right-of-way and the private landscaping placed in the Development; and
- d. The obligation and agreement to design, install and financially maintain a Digital Security Imaging System (DSIS) in accordance with Section 410-7 of the Village Municipal Code, as amended, for security surveillance for the Development. A detailed DSIS Agreement and Access Easement were executed between the Owner and the Village. The DSIS Access Easement has been recorded with the Kenosha County Register of Deeds Office. Said executed DSIS documents are also on-file with the Village. As set forth in the DSIS, upon inspection by the Village, the Owner has agreed to own, operate and maintain the DSIS subject to the terms and conditions set forth in the DSIS Agreement; and
- e. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and public sidewalks adjacent to the Development pursuant to the requirements set forth in the Village Board approved Prairie Ridge West Commercial Development Planned Unit Development Ordinance #13\_\_\_. (**EXHIBIT C**).



- f. The obligation and agreement to construct and maintain or cause to be maintained in compliance with Village Ordinances, and to the satisfaction of the Village, the right-of-way public street trees and sidewalks adjacent to the Development pursuant to the Village Board approved Regner Veterinary Clinic Conditional Use Permit Grant #13-\_\_\_. **(EXHIBIT D)**.
3. The Owner has agreed to dedicate the required the public sidewalks and public street tree improvements to the Village after their installation, completion and Village inspection, and to the satisfaction of the Village. The Owner further understands that although the right-of-way public sidewalks and public street trees are being dedicated to the Village, it is the Owner's ongoing obligation to maintain and repair or replace or to cause to be maintained, repaired or replace said sidewalks and street trees, plantings and grassy areas. Maintenance of the public sidewalks shall also include the snowplowing/shoveling of the sidewalks adjacent to the Development.
4. The Owner has provided an Irrevocable Letter of Credit or Cash Payment equal to the public improvements contract amounts plus a 15 percent contingency, or a total of \$\_\_\_\_\_ ( \_\_\_\_\_ and .\_\_/100) to be used by the Village as financial security for the Developer's obligations to complete the public sidewalks and public street trees for the Development. The original Letter of Credit/Cash Payment, Cost Breakdown and Administrative Cash Payment documents **(EXHIBIT E)** is on file with the Village Clerk. The amount of the Letter of Credit or Cash Payment shall be reduced from time to time and as and to the extent that that construction of the Public Improvements required under this Agreement are completed, paid for, lien waivers are presented and inspections are completed to the satisfaction of the Village, provided that the remaining Letter of Credit/Cash Payment is sufficient to secure payment for any remaining Public Improvements and provided that no reduction shall occur until approved by the Village Board at a regularly scheduled meeting. The Letter of Credit or Cash Payment shall be fully released by the Village upon the expiration of the one (1) year warranty for and the Village's acceptance of the public sidewalks and street tree(s).

Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

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

**IN WITNESS WHEREOF**, the Owner and the Village have caused this Development Agreement to be signed and dated as of this \_\_\_ day of \_\_\_\_\_, 2013.

**OWNERS: Auriga LLC**

\_\_\_\_\_  
Name: David Hodge  
Title: Manager

ACKNOWLEDGMENT  
STATE OF WISCONSIN )  
  ) SS  
KENOSHA COUNTY        )

This instrument was acknowledged before me in Pleasant Prairie, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by **David Hodge**, Manager on behalf of Auriga LLC.

\_\_\_\_\_  
**Print Name:** Jean M. Werbie-Harris  
**Notary Public**, Kenosha County, WI  
**My Commission Expires:** January 5, 2014

*[Village signatures on next page]*

Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**VILLAGE OF PLEASANT PRAIRIE**

By: \_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

By: \_\_\_\_\_  
Jane Romanowski  
Village Clerk

**STATE OF WISCONSIN    )**  
  **)SS**  
**KENOSHA COUNTY        )**

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

---

**Print Name:** Jean M. Werbie-Harris  
**Notary Public,** Kenosha County, WI  
**My Commission Expires:** January 5, 2014

**This Development Agreement drafted by:**

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



Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**EXHIBIT B**

**DEVELOPMENT PLANS AND RELATED DOCUMENTS**

Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**EXHIBIT C**

**PRAIRIE RIDGE WEST COMMERCIAL DEVELOPMENT  
PLANNED UNIT DEVELOPMENT ORDINANCE #13\_\_**

Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**EXHIBIT D**

**REGNER VETERINARY CLINIC  
CONDITIONAL USE GRANT #13-\_\_**



Development Agreement  
Prairie Ridge West Commercial Development  
Auriga LLC

**EXHIBIT E**

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

**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) (420 Attachment 3, Appendix C Specific Development Plan #32 is hereby amended 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 and Lot 1 and Outlot 1 of CSM \_\_\_\_\_, a re-division of Lot 4 of CSM 2627 as recorded at the Kenosha County Register of Deeds Office on \_\_\_\_\_, 2013 as Document # \_\_\_\_\_) (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 and pursuant to the Development Agreement entered into between the Village and Auriga, LLC as approved by the Village Board on October \_\_\_\_, 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 and pursuant to the DSIS Agreement and Access Easement entered into between the Village and Auriga, LLC as approved by the Village Board on October \_\_\_\_, 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 outdoor seasonal sale displays and product sales areas (e.g. Christmas tree sales, pumpkin sales, other seasonal merchandise sales, general merchandise sales, special party supply sales, etc.) shall not be allowed. 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 not to be readily seen by the general public, as either an accessory use, as specified in Chapter 420-120 D. (3) of the Village Zoning Ordinance are allowed without approval of a Conditional Use Permit within this Development.
- (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 of CSM 2726 and 4 and Outlot a of CSM \_\_\_\_\_ shall be a minimum of two acres, Lots 2 and 3 shall be a minimum of 1.3 acres, and Lot 1 of CSM \_\_\_\_\_ shall be a minimum of 0.9 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 Outlot 1 of CSM \_\_\_\_\_ Lot 4.
- (iv) Section 420-119 I (4) (c) related to building setbacks is amended as follows:
  - (c) Setbacks:
    - [1] Lots 1 and 2 of CSM 2726: 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 of CSM 2726: minimum of 40 feet from property line adjacent to 77<sup>th</sup> 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 of CSM \_\_\_\_\_: minimum of 30 feet from the property lines adjacent to 77<sup>th</sup> Street and 104<sup>th</sup> Avenue and a minimum of 30 five feet from all other property lines. This includes the building and attached deck. ~~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 104<sup>th</sup> Avenue and 77<sup>th</sup> 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 of CSM 2726 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~~ Lot 3 of CSM 2726 and Outlot 1 of CSM \_\_\_\_\_ 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 for Lot 2 which shall not exceed 160 square feet per face.
  - (4) Maximum height: 10 feet for Lot 1 of CSM 2726 ~~Lots 1~~, 16 feet for Lot 2 of CSM 2726 and six feet for ~~Lots 3 and 4~~ Lot 3 of CSM 2726 and Lot 1 of CSM \_\_\_\_\_.
  - (4) Maximum height: 10 feet for Lots 1 and 2 of CSM 2726 and six feet for ~~Lots 3 and 4~~ Lot 3 of CSM 2726 and Lot 1 of CSM \_\_\_\_\_.
  - (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 104<sup>th</sup> Avenue and 77<sup>th</sup> 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 104<sup>th</sup> Avenue entrance and six feet for the sign adjacent to 77<sup>th</sup> Street entrance.
    - (4) Maximum area: 94 square feet per face for the sign adjacent to 104<sup>th</sup> Avenue entrance and 25 square feet per face for the sign adjacent to the 77<sup>th</sup> 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 of CSM 2726 may be setback a minimum of one foot from the west property line.



(x) Section 420-78 K related to Aggregate Permitted Background Commercial Advertising Sign Area shall be amended for Lot 2 of CSM 2726 only as follows:

K. Aggregate permitted background commercial advertising sign area for all tenant spaces/stores on the retail building on Lot 2 of CSM 2726 of the DEVELOPMENT shall be limited to:

- (1) Sign Size: 50 square feet maximum per building façade per tenant/store space.
- (2) Sign Height: Three (3) feet Maximum
- (3) Compliance with all requirements of Section 420-76 DD entitled Wall Sign as may be amended from time to time.

(xi) Section 420-139 B (1) (s) related to sidewalks and patios shall be amended for Lot 1 of CSM \_\_\_\_\_ only as follows:

(s) Sidewalks or patios on Lot 1 of CSM \_\_\_\_\_ are allowed in any yard, provided that they are three feet from any property line, five feet from any wetland.

e. Amendments

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

**Adopted this \_\_\_\_ day of \_\_\_\_\_ 2013.**

VILLAGE OF PLEASANT PRAIRIE

\_\_\_\_\_  
John P. Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane M. Romanowski  
Village Clerk  
Posted: \_\_\_\_\_

# DRAFT

10/9/13

## AGREEMENT REGARDING THE DIGITAL SECURITY IMAGING SYSTEM ("DSIS") BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND AURIGA LLC

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and AURIGA LLC, a Wisconsin Limited Liability Corporation d/b/a Regner Veterinary Clinic with a principal place of business of \_\_\_\_\_, Pleasant Prairie, WI 53158 and the location of the DSIS will be located at the Regner Veterinary Clinic to be located at 10372 77<sup>th</sup> Street in Pleasant Prairie, WI. In this Agreement, the Property Owner of Regner Veterinary Clinic (Vet Clinic) is also referred to as the "Owner".

### WITNESSETH:

**WHEREAS**, the real estate for Regner Vet Clinic is addressed as 10372 77<sup>th</sup> Street in the Village of Pleasant Prairie and is legally described in **Exhibit A** and is identified as Village Tax Parcel Number 91-4-122-082-0214 and is collectively known as the "Owner's Property" in this Agreement; and

**WHEREAS**, the Owner has requested a Conditional Use Permit to operate a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology, surgical and emergency services in an 4,787 square foot building on a 0.953-acre lot to be known as the Regner Veterinary Clinic; and

**WHEREAS**, The Owner's Property is presently zoned B-2, Community Business District, which zoning classification allows for a veterinary clinic with Village Plan Commission Conditional Use Permit #13-\_\_ approved on October \_\_, 2013 (**Exhibit B**) and Village Zoning PUD Ordinance #13-\_\_ (**Exhibit C**) approved by the Village Board of Trustees on October \_\_, 2013; and

**WHEREAS**, the Village Plan Commission also conditionally approved the Final Site and Operational Plans for the Regner Vet Clinic on October 14, 2013 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a Digital Security Imaging System (DSIS) for the Property; and

**WHEREAS**, the Village has asserted and the Owner agrees that the Regner Vet Clinic to be located at the northwest corner of 104<sup>th</sup> Avenue and 77<sup>th</sup> Street will require additional security provisions pursuant to Village regulations in order to maintain a safer experience for the employees, patients and their pets and the Owner's property; and

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

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

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

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

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

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

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

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



manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

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

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

(i) The DSIS shall provide for surveillance of the exterior building perimeters including front, rear and side entrance areas, walkways, other common areas and parking lots driveway entrances within the development. The DSIS as described in **Exhibit D** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the Owner's Property, the determination as to the number and type of cameras which are reasonably necessary for the Village's surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on the building and exterior light standards of the Owner's Property and attached via non-penetrating mounts, or upon parking lot light poles and light standards, as shown on **Exhibit D**. Any DSIS equipment added after any change to the Regner Vet Clinic site shall be in the sole discretion of the Village. Regner Vet Clinic will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **Exhibit D** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

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

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

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

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

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

b. Costs for the Video Surveillance System.

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

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

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

2. Miscellaneous.

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

b. Attorneys Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any

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

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

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

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

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

If to the Owner: David Hodge, Manager  
Auriga LLC  
  
Pleasant Prairie, WI 53158  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: [dhodge@regnavet.com](mailto:dhodge@regnavet.com)

If to the Village: Village of Pleasant Prairie  
Village Administration  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Michael R. Pollocoff, Village Administrator

And to the Village: Village of Pleasant Prairie  
Community Development Department  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Jean M. Werbie-Harris,  
Community Development Director



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

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

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

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

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

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

IN WITNESS WHEREOF, AURIGA LLC has executed this DSIS Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

*[Signatures on next page]*



**EXHIBIT A**

**LEGAL DESCRIPTION**



**EXHIBIT B**  
**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**  
**VILLAGE CONDITIONAL USE PERMIT #13-\_\_**

**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

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

**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

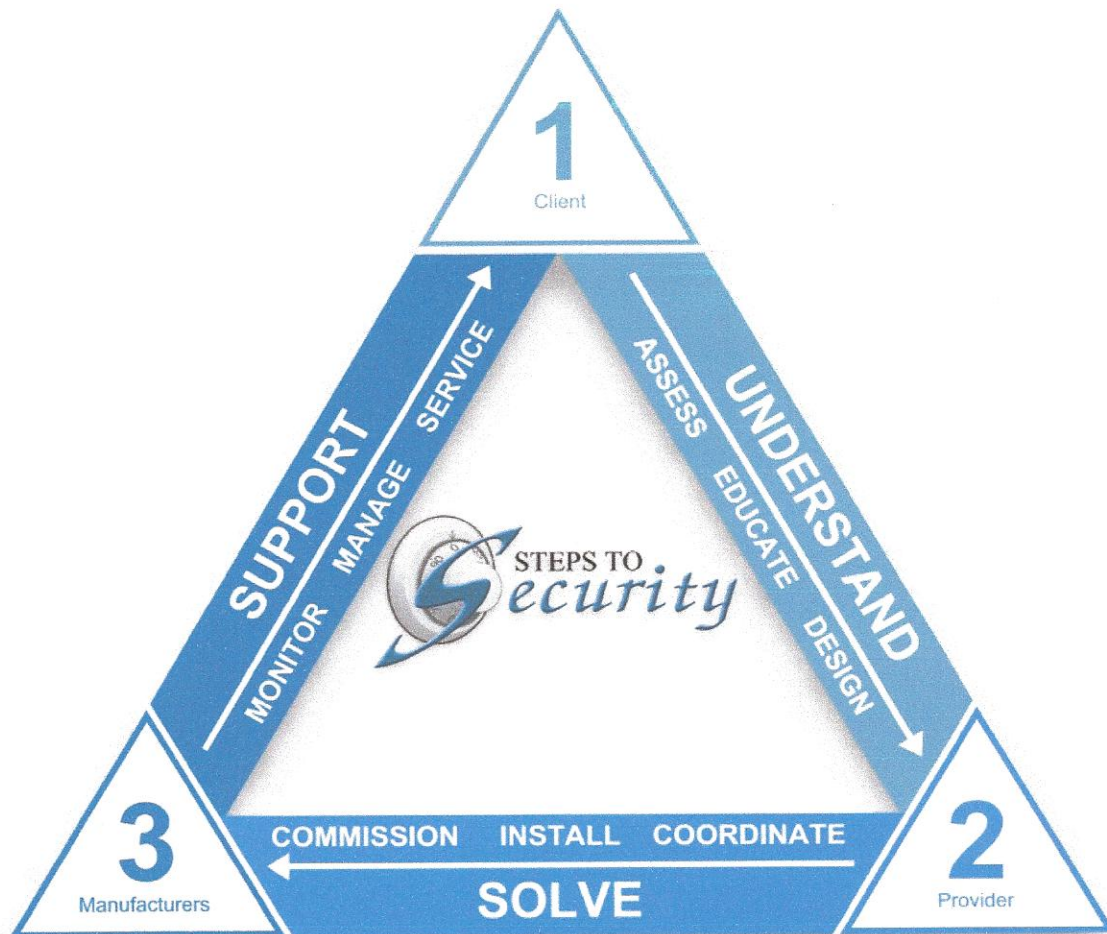
**DSIS PLAN, HARDWARE DETAILS AND NARRATIVE  
[Attached hereto]**



**EXHIBIT E**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**ACCESS EASEMENT  
[Attached hereto]**



## Regner Management

Regner Vet CCTV South  
8115 West Ridge Drive  
Pleasant Prairie, WI 53158



# Solve

Understand. **Solve.** Support.

**NUMBER** 25597  
**SITE** Regner Management  
Regner Vet CCTV South  
8115 West Ridge Drive  
Pleasant Prairie, WI 53158

---

IP Camera System with Megapixel Cameras: Regner South

**EQUIPMENT:**

One (1) ExacqVision Series NVR with 2TB (Rack Mount?) MODEL IPS-2000-DT  
One (1) Software Package Exacq Start  
One (1) 17" Monitor, Rack Mount  
One (1) PoE Switch w/power, Rack Mount  
One (1) Power Supply (Wall mount)  
One (1) Arecont AV8365DN 360 degree 8 Megapixel Camera with Heater  
One (1) Corner Mount with bracket  
One (1) Axis M3114-VE Dome Camera 1 Megapixel out door  
Two (3) Axis M3004-V Dome Cameras 1 Megapixel Indoor  
Wire CAT-6 Yellow Plenum Cable

**Camera Locations:**

**Exterior:**

One (1) Arecont Dome cameras located in front corner of the building,  
One (1) Axis Dome Camera in the rear of building.

**Interior:**

One (1) Axis Dome Camera in the office  
One (1) Axis Dome Camera near the drug safe/locker  
One (1) Axis Dome Camera in Lobby

**Scope of Work:**

Install Five (5) Cameras in your facility, including the control equipment or headend, Cable will be CAT6 (Yellow)  
All Dome Cameras will be programmed Motion only mode. Cameras will be installed per approved diagram.  
Install NVR and PoE switches

**Provided by Others:**

- 120VAC in Headend Location
  - Network connection in Headend Location
-



- Static IP connection
- The control or headend of this system must be located in a locked limited access room.
- Standby power for 1 hour

Training:

The pricing includes a on site scheduled training of all authorized employees on the overall operation of the system

Warranty:

The IP Video Surveillance Equipment is covered under a Three (3) Year Manufacture Equipment Warranty and a One (1) Year Dakota Security Labor Warranty from the date of installation completion on all Arecont, Axis and ExacqVision Equipment. Additional 2nd & 3rd Year Dakota Security Labor Warranty is available at a discounted purchase price at the time of the contract signing.

Remote Viewing:

The ExacqVision Hybrid NVR can be connected to the Regner internal network which will allow for authorized Regner employees to access NVR for viewing live or archived video from any computer that is connected to the network. If an authorized employee has access to the Regner network from outside the building, the NVR will also be available to access. The system will require a static IP address to interconnect. The static IP address is NOT included in this proposal.

General Notes:

1. Dakota Security will provide all the required Cat-6 cable and pull the cable from the headend to each new camera.
2. The installation of the CCTV equipment will be performed by Dakota Security non-union technicians during normal business hours.
  - A. All Dakota employees are licensed and have security clearance.
  - B. Dakota Security is licensed by the Village of Pleasant Prairie.
  - C. All Dakota Security Personal are licensed in the State of Illinois, including lock-smiths.
  - D. Wisconsin does not require a licenses.
3. 120 Volt power supplied by customer
4. A complete operations manual booklet and electronic version for all IP Video equipment will be supplied after the installation is completed.
5. In an effort to confirm Dakota Security has meet the customer equipment and installation requirements and insure complete customer satisfaction , the pricing includes a Quality Assurance site visit between the 30th and 45th day of operation of the system. The scheduled Quality Assurance site visit will include the following scope of work:

\* Confirm all camera are focused and the camera views are acceptable to the Regner Administration

*Continued...*

---

- \* Confirm all cameras are recording in all lighting conditions and times of day
- \* Confirm all authorized Regner Administration personal completely understand the operation of the system
- \* Confirm the video storage requirement is being maintained

6. Approved camera locations will be required prior to the start of the installation. The drawing provided by Dakota Security. Approved by the Village of Pleasant Prairie.

Pleasant Prairie (Village of)

- A. Dakota Security will present the system to to the Village of Pleasant Prairie for pre-construction approval.
- B. The Equipment, design and operation of the system meets Pleasant Prairie requirements.
- C. The cost of the permit is included in this proposal.

Option:

Upgrade to Pro software \$83.03 per camera (X 5)

50% deposit required prior to installation start.

Price good for 30 days

A 3 year software license is included, after 3 years a software license is required for the operation of the ExacqVision NVR, Axis Cameras, Arecont Cameras.

Price includes equipment listed above, installation, tax, warranty, one permit and freight.

-----  
-----

---



# Support

**NUMBER** 25597 05/13/2013  
**SITE** Regner Management  
 Regner Vet CCTV South  
 8115 West Ridge Drive  
 Pleasant Prairie, WI 53158

**Understand. Solve. Support.**

	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
- Extended warranty w/advanced replacement on all equipment	✓	✓	✓
- 15% Service parts discount	✓	✓	✓
- Annual user retraining of systems		✓	✓
- Annual maintenance and inspection of all equipment		✓	✓
- Dakota Security phone technical support (Help Desk)			✓
- Dakota Security on-site technical support (Break/Fix)			✓

*Annual Support Subscription Amount*                      \$750.90                      \$901.08                      \$1,051.26

*Support Services will take effect following the one-year installation warranty and support invoice will be issued prior to services being delivered.*

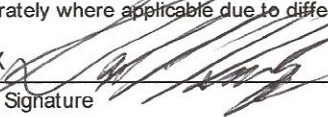
<u>Installation</u>	<u>Silver Support Rebate</u>	<u>Gold Support Rebate</u>	<u>Platinum Support Rebate</u>
<b>\$8,655.40</b>	<input type="checkbox"/> <b>-\$150.18</b>	<input type="checkbox"/> <b>-\$180.22</b>	<input checked="" type="checkbox"/> <b>-\$210.25</b>

*50% due prior to work commencing.*

*Support rebate will automatically be deducted from your first year support subscription invoice*

### Ask about our 60 month financing on any of the above options

ACCEPTANCE OF CONTRACT: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below you acknowledge that you have read and agree to the solve & support terms and conditions posted at [www.dakotasecurity.com/terms](http://www.dakotasecurity.com/terms). Dakota Security Systems, Inc. is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual. (as applicable). Prices valid for thirty days from date above. TERM: It is agreed by both parties hereto that this Agreement shall continue in force for a period of twelve (12) months from effective date and shall renew automatically thereafter from year to year for further one (1) year terms at the support rates in effect at renewal unless either party hereto give notice of cancellation in writing to the other thirty (30) days before the expiration of the current term. Final annual subscription billing amount may vary pending equipment additions or deletions to originally accepted proposal. Installation, Support, monitoring, and licensing invoices will generate separately where applicable due to differences in term.

X   
 Signature

  
 Date of Acceptance

Phone: 847-358-5200

Email: [ilservice@dakotasecurity.com](mailto:ilservice@dakotasecurity.com)

Fax: 847-358-5212

\* 10372 77<sup>th</sup> St., Pleasant Pr. WI 53158





Understand. Solve. **Support.**

---

## Installation Warranty

### One year new installation warranty:

New Installations will be covered by a one year warranty which includes both defects in manufacturer's equipment and installation workmanship. One year warranty period begins when the system is commissioned and expires exactly one year later. This service is not renewable.

### **Silver**

Control your costs on service equipment and ensure maximum system up-time with the SILVER subscription.

### Extended warranty w/ advanced replacement on all equipment:

Never be without critical security equipment. Dakota Security will provide an extended warranty w/advanced replacement on all equipment. Support services subscription must be current for extended equipment warranty w/advanced replacement to be valid. Equipment under this service will be repaired or replaced at Dakota Security's discretion. In certain instances, replacement items may be equipment of similar or like functionality and may not be an exact replacement. This service does not cover Uninterruptible Power Supplies (UPS) beyond the manufacturer's warranty. This service does not cover pre-existing equipment or equipment installed by others. Refer to terms and conditions for a full list of exclusions. Labor not included.

### 15% Service parts discount:

Provides an all-inclusive 15% discount on parts required to service and maintain security systems - including consumables such as batteries, cards, etc. Parts required or requested to expand systems are not included with this service and will be negotiated on a case-by-case basis.

### **Gold**

Leverage proactive equipment care to optimize the efficiency of security equipment, maintain security standards, and enhance user experience with the GOLD subscription. **Includes SILVER subscription.**

### Annual user retraining of systems:

Provides training for new users and retraining for existing users on system functionality. Training will be via teleconference or onsite at Dakota Security's discretion. Trainings will be scheduled once annually and are not to exceed one hour.

### Annual maintenance and inspection of all equipment:

Dakota Security will provide the following services once annually: reset and confirm accurate programming of system; review proper data recording; verify head-end wiring and connections; ensure proper operation; adjust and clean all peripheral devices; test and change system batteries where applicable; confirm signals are being transmitted and received. This service does not cover pre-existing equipment or equipment installed by others. Devices requiring rentals such as scissor lifts, fork lifts, etc.. are not covered by this service unless the customer is able to provide the necessary equipment and supplies to service the device.

### **Platinum**

An all-inclusive support subscription that covers travel and labor charges. Get a comprehensive solution that reduces your costs while improving service levels with the PLATINUM subscription. **Includes SILVER and GOLD subscriptions.**

### Dakota Security phone technical support (Help Desk):

Provides 8:00 am to 5:00 pm Monday through Friday coverage. Service is provided by Dakota Security professional services group who are trained and certified in all the systems we sell. This service covers phone technical support (Help Desk) labor time only and remote desktop software licensing for Dakota Security to remote view and troubleshoot connected systems (where applicable). This service does not cover pre-existing equipment or equipment installed by others.

### Dakota Security on-site technical support (Break/Fix):

Provides 8:00 am to 5:00 pm Monday through Friday coverage. This service covers onsite labor time and travel time to the customer site when necessary to resolve service issues and break/fix support. This service does not cover pre-existing equipment or equipment installed by others.

---

**ACCESS EASEMENT**

DRAFT

This ACCESS EASEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Grantor, Auriga LLC the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

**RECITALS**

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

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

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

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for a small animal veterinary clinic that will provide medical exams, emergency services, dentistry, radiology and surgical and emergency services as the Regner Veterinary Clinic ("Vet Clinic"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

**Recording Area**

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

Parcel Identification Number:  
91-4-122-082-0214

## **GRANT OF ACCESS EASEMENT**

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

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

**2. Use of Access Easement.** The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about May 13, 2013 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its occupants, through its inspection and access of the DSIS equipment.

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

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

**5. Damage to Easement Property.** The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the



Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

**6. Obstructions to Use of the Easement Property.** The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor events that may occur on the Landowner's Property, however, such uses shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

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

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

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

**8. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and

restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

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

**10. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

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

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

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

(Signatures are on the Next Pages)







**CONSENT OF MORTGAGEE**

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

Dated: \_\_\_\_\_, 2013.

\_\_\_\_\_ Bank

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) SS:  
\_\_\_\_\_ COUNTY)

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Type or Print Name of Notary Public

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

**EXHIBIT A**

**Legal Description of Landowner's Property**



- D. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS** for the request of Rick Campagna to operate a tattoo and body-piercing studio (to be known as Earth Ink Tattoo and Piercing), in the Willow Point Retail Center located at 8501 75<sup>th</sup> Street.

**Recommendation:**

Village staff recommends that the Plan Commission **approve** the **Conditional Use Permit, including Site and Operational Plans**, subject to the comments and conditions of the Village staff report of October 14, 2013.

## VILLAGE STAFF REPORT OF OCTOBER 14, 2013

**CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS** for the request of Rick Campagna to operate a tattoo and body-piercing studio (to be known as Earth Ink Tattoo and Piercing), in the Willow Point Retail Center located at 8501 75<sup>th</sup> Street.

### **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, including Site and Operational Plans**, for the proposed Earth Ink Tattoo and Piercing, a tattoo and body-piercing studio in the Willow Point retail center located at 8501 75<sup>th</sup> Street which is further identified as Tax Parcel Number 91-4-122-092-0170-0. The application is provided as **Exhibit 1**.
2. The current zoning of the property is B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. The B-2 District requires a Conditional Use Permit for a Tattoo Studio. Earth Ink will occupy the same space that was formerly occupied by Black Pearl Tattoo and Piercing pursuant to Conditional Use Permit #03-25 (See **Exhibit 2**). Black Pearl recently relocated to the City of Kenosha.
3. Pursuant to the submitted *Operational Plan (Exhibit 1)*, Earth Ink provides an environment where clients feel welcome, comfortable and confident as they are greeting top quality attention and service. Their décor reflects their style and intentions. Traveling around the United States and to different countries (Japan being a major influence) has shaped their ideas about the history and future of the art of tattooing as well as how they perceive it. They feel that the tattoo industry paradigm has shifted in the way tattoos are applied and received. Earth Ink reflects the art of tattooing in the most respected positive within can be perceived. Tattoos are about growth, healing and marking special moments in life which have deep seeded meaning. They cover all aspects of tattooing from cover ups, color work, gray shading to whatever the clients can think up. Earth Ink proposes to offer the community a shop that provides quality work done by professionals that take pride in their chosen profession.
4. This tattoo and body-piercing establishment shall comply with all aspects of the State of Wisconsin Department of Health and Family Services, Chapter HFS 173 of the Wisconsin Administrative Code (See **Exhibit 3**). Specifically, a copy of the following items shall be provided to the Village prior to operating the tattoo and body-piercing establishment:
  - a. The Tattoo and Body Piercing Practitioners State license.
  - b. The Licenses for each individual performing tattooing and/or body-piercing activities.
  - c. The State Inspection Report of the facility to ensure it complies with all State requirements.
5. There shall be no sales or services provided at Earth Ink Tattoo and Piercing that would be classified as "Adult Uses".

6. There shall be no loitering on-site, within the parking lot of the Willow Point Retail Center, or within the general area of the tattoo and body-piercing facility. It will be the responsibility of the owners of the tattoo and body-piercing facility to monitor and enforce this NO LOITERING provisions.
7. According to the application, the hours of operation for this facility are 10:00 a.m. to 10:00 p.m. The Plan Commission did limit the hours of Black Pearl Tattoo and Piercing to the following hours (for customers/patrons):
  - Monday – Thursday, 8:00 a.m. – 8:00 p.m.
  - Friday & Saturday - 8:00 a.m. – 9:00 p.m.
  - Sunday – 10:00 a.m. – 6:00 p.m.

The Village staff is recommending that the hours be limited Monday-Saturday 8:00 am to 9:00 p.m. and Sundays 10:00 a.m. to 6:00 p.m.
8. The petitioner and all of the abutting and adjacent property owners within 300 feet were notified via U.S. Mail on September 25, 2013 of this hearing. Public hearing notices were also published in the Kenosha News on September 30 and October 7, 2013.
9. The petitioner was mailed a copy and the property owner was emailed a copy of this memorandum on October 11, 2013.
10. According to the Article XVIII of the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials that the project as planned, will not violate the intent and purpose of all Village Ordinance and meets the minimum standards for granting of a Conditional Use Permit. Furthermore, the Plan Commission shall not approve any site and operational plan application without finding in the decision that the application, coupled with satisfaction of any conditions of approval, will comply with all applicable Village ordinance requirements and all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, noise, storm water management, streets and highways and fire protection.

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

***The Village staff has determined that based upon the foregoing information presented in the application and related materials provided and the public hearing this evening, that the proposed use meets the following standards for granting a Conditional Use Permit in that:***

- a. 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;
- b. The project does not impair an adequate supply of light and air to the adjacent properties;
- c. 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 and Rescue Department;
- d. The project does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;



- e. There is 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 project; and
- f. The proposed and applied for use on this particular parcel is not inherently inconsistent with the B-2, Community Business District in which it is located or the adjoining Zoning Districts and/or neighborhood.

**Based on the foregoing information and the comments received during the public hearing, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for the granting of a Conditional Use Permit, including Site and Operational Plans, as specified above, then approval of the Conditional Use Permit shall be approved subject to the following conditions:**

1. This tattoo and body-piercing establishment shall comply with all aspects of the State of Wisconsin Department of Health and Family Services, Chapter HFS 173 of the Wisconsin Administrative Code. Specifically, a copy of the following items shall be provided to the Village prior to operating the tattoo and body-piercing establishment:
  - The Tattoo and Body Piercing Practitioners State license.
  - The Licenses for each individual performing tattooing and/or body-piercing activities.
  - The State Inspection Report of the facility to ensure it complies with all State requirements.
2. If required, the Kenosha County Health Department shall inspect this tattoo and body-piercing establishment and a copy of the Kenosha County Health Department inspection report and any written approvals shall be submitted to the Village. **The applicant shall be responsible for submitting a copy of the Kenosha County Health Department inspection report and any other written approvals within 30 days of the completion of the reports/approvals.**
3. There shall be no sales or services provided that would be classified as "Adult Uses".
4. There shall be no loitering on-site, within the parking lot of the Willow Point Retail Center, or within the general area of the tattoo and body-piercing facility. It will be the responsibility of the owners of the tattoo and body-piercing facility to monitor and enforce this NO LOITERING provision.
5. According to the application, the hours of operation for this facility are 10:00 a.m. to 10:00 p.m. The Plan Commission did limit the hours of Black Pearl Tattoo and Piercing to the following hours (for customers/patrons):
  - Monday – Thursday, 8:00 a.m. – 8:00 p.m.
  - Friday & Saturday - 8:00 a.m. – 9:00 p.m.
  - Sunday – 10:00 a.m. – 6:00 p.m.

The Village staff is recommending that the hours be limited Monday-Saturday 8:00 am to 9:00 p.m. and Sundays 10:00 a.m. to 6:00 p.m.
6. Compliance with the all requirements as stated in the September 21, 2013 memorandum from the Village Fire & Rescue Department. **Note that Condition #2 also requires that a letter be submitted to the Fire & Rescue Department prior to receiving a building permit, stating that the project will comply with**

**all requirements addressed within the September 21, 2013 Fire & Rescue memorandum. A copy of this letter shall also be provided to the Community Development Department.**

7. Prior to occupancy, the required sign permit must be submitted to the Village for staff review and approval. The Village approved sign permit shall be issued prior to the sign is installed. The sign must be installed prior to occupancy of this tenant space. THERE SHALL BE NO OTHER SIGNAGE ALLOWED FOR THIS USE OTHER THAN THE REQUIRED WALL SIGN ON THE BUILDING FAÇADE.
8. Pursuant to the Operational Standards set forth in Section 420-119 K of the Village Zoning Ordinance (the B-2 District), the following shall apply:
  - 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.
  - Except as otherwise specifically permitted by this chapter, all business activities shall be conducted within a building.
  - No outside storage or display of merchandise is allowed,
  - No on-site residential uses are allowed.
  - Each use, site, building and structure shall comply with all applicable performance standards set forth in Section 420-38.
  - Each site, building and structure shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
  - Each use, site, building and structure shall be operated in full compliance with the approved site and operational plan, any required conditional use permit, any required license and all other applicable provisions of Chapter 420 and of all other Village ordinances and codes.
9. No other changes to the exterior site shall be made without the Village's approval. In addition, 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.
10. Upon approval of the Conditional Use Permit and prior to occupancy, the property owner and the petitioner/tenant shall sign the Conditional Use Grant Document and said document shall be recorded at the Kenosha County Register of Deeds office prior to issuance of any permits.
11. 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.
12. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.
13. 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 and with the conditions of approval. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.
14. **Prior to occupancy, a Commercial Building/Occupancy Permit shall be obtained and a Certificate of Compliance shall be issued by the Village to ensure compliance with all permit requirements.**

15. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, state and federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.
16. 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 420-38 of the Village Zoning Ordinance.
17. All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well-cared-for and attractive condition.





## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire & Rescue Department  
CC: Assistant Chief, Craig Roepke, Fire and Rescue Department  
Lt. Thomas Clark, Fire and Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Earth Link Tattoo and Piercing tenant  
DATE: September 21, 2013

This is a review of the Site and Operational plans for Earth Link Tattoo and Piercing in the Willow Point retail center. This review will consist of general comments by the Fire and Rescue Department. The proposed tenant location is 8501 75<sup>th</sup> Street, Suite F.

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:

- 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.
- 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.

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

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

- Water Usage
- Fire Protection Plans Aboveground
- Fire Alarm System Plans
- Occupancy Permit

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

5. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
6. **Sprinkler System:** The building is equipped with an “automatic fire sprinkler system”. Any needed changes to the fire sprinkler system 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.

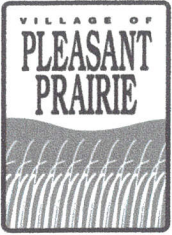
NOTE: Any building changes in the existing tenant space may require modification to the fire sprinkler system. A review of the changes will be needed by the Fire and Rescue Department.

7. **Fire Alarm System:** The building is equipped with a fire alarm system. Any needed changes to the fire alarm system shall be designed and constructed to the current printed edition of NFPA 72, and the Village of Pleasant Prairie Ordinance.

NOTE: Any building changes in the existing tenant space may require modification to the fire alarm system. A review of the changes will be needed by the Fire and Rescue Department.

8. **Knox Box:** Knox Boxes are provided for the building. Keys for the tenant will need to be labeled and provided to facilitate movement into and around the space.
9. **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.
10. **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.
11. **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. Copies of the fire sprinkler operational test certificates.
  - c. Copies of the fire alarm test documents.
  - d. Copies of other test documents such as, hood/duct, smoke, etc...
  - e. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
  - f. Occupancy inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
12. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.





RECEIVED  
SEP 11 2013  
Village of Pleasant Prairie

Exhibit 1

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

USE THIS FORM FOR:

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

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

Use requires a Conditional Use Permit.

FOR OFFICE USE ONLY	
Application Filed on	9/11/13 20
Preliminary Determination of Completeness on:	9/11 20/3
Revised Plans Submitted:	20
<input checked="" type="checkbox"/> Public Hearing Required: Hearing Date:	10/14, 20/3
Published on: and	, 20 Notices sent on: , 20
Approved by <input type="checkbox"/> Plan Commission on	20
<input type="checkbox"/> Zoning Administrator on	20
Denied by <input type="checkbox"/> Plan Commission on	20
<input type="checkbox"/> Zoning Administrator on	20

SECTION 1: GENERAL INFORMATION

NAME OF BUSINESS: Earth Ink Tattoo and Piercing

SITE ADDRESS: 8501 75th st st f

BRIEF PROJECT DESCRIPTION: \_\_\_\_\_

Operation of Tattoo and Piercing establishment

(no alterations)

PROPOSED NUMBER OF FULL TIME EMPLOYEES: 1-4

PROPOSED NUMBER OF PART-TIME EMPLOYEES: 4

SITE SIZE: 1 sq. ft. \_\_\_\_\_ acres

PROPOSED BUILDING SIZE: 1440 sq.ft. HEIGHT: \_\_\_\_\_ ft.

PROPOSED ADDITION SIZE: \_\_\_\_\_ sq.ft. HEIGHT: \_\_\_\_\_ ft.

LEGAL DESCRIPTION: Willow Point PLAZA  
8501 75th st suite f

TAX PARCEL NUMBER(S): 92-4-122-092-0170

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

- Is a zoning map amendment proposed with this project?  Yes  No
  - If yes, proposed Zoning Classification(s): \_\_\_\_\_
- Is a zoning text amendment proposed with this project?  Yes  No
  - If yes, provide a copy of the proposed text amendment with this application

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

- Factory Group F-1 (Moderate-hazard) \_\_\_\_\_ sq ft
- Factory Group F-2 (Low-hazard) \_\_\_\_\_ sq ft
- Storage Group S-1 (Moderate-hazard) \_\_\_\_\_ sq ft
- Storage Group S-2 (Low-hazard) \_\_\_\_\_ sq ft
- Business Group B \_\_\_\_\_ sq ft
- High-Hazard Group H\* \_\_\_\_\_ sq ft
- Other \_\_\_\_\_ sq ft
- Other \_\_\_\_\_ sq ft

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

**PUBLIC SERVICES:**

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

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

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

**SECTION 2: EXISTING USES AND BUILDINGS ON THE SITE**

Are there any existing buildings on the site?  YES  NO

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

### 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 be remedied as required by the Village Zoning Ordinance.

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

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

## SECTION 7: PLAN COMPONENTS

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

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

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

**SECTION 8: SIGNATURES**

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

**PROPERTY OWNER:**

Name: Willow Point Plaza LLC  
 Signature: (Please Print) Dan Bongue  
 Address: 6040 39 AVE STE 4  
KENOSHA WI 53142  
 (City) (State) (Zip)  
 Phone: 222/605-1505  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date 9-9-13

**APPLICANT:**

Name: Rick Campagna  
 Signature: (Please Print)  
 Address: 4204 25 AVE  
Kenosha WI 53140  
 (City) (State) (Zip)  
 Phone: 414-544-4168  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: 9-9-13

Is the applicant the owner of the property?  YES  NO

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

**DEVELOPER (if Applicable)**

Name: \_\_\_\_\_  
 (Please Print)  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City) (State) (Zip)  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date \_\_\_\_\_

**USER OR OCCUPANT OF SITE:**

Name: \_\_\_\_\_  
 (Please Print)  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 (City) (State) (Zip)  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

see a Hatched  
for answers  
to each question

## 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.
- (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.
- (c) Gross floor area of the existing building(s) and/or proposed addition.
- (d) Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments.
- (e) Anticipated startup and total number of full- and part-time employees.
- (f) Anticipated number of shifts and the anticipated number of employees per shift.
- (g) Anticipated maximum number of employees on site at any time of the day.
- (h) Number of anticipated students, participants or persons to be gathered in places of assembly, if applicable.
- (i) Number of parking spaces required per this chapter and the method used to calculate such number.
- (j) Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped spaces to be stated separately).
- (k) Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks).
- (l) Anticipated daily average and maximum potential number of truck trips to and from the site.
- (m) Types of goods and materials to be made, used or stored on site.
- (n) Types of equipment or machinery to be used on site.
- (o) Types of solid or liquid waste materials which will require disposal.
- (p) Method of handling, storing and disposing of solid or liquid waste materials.
- (q) Methods of providing site and building security other than the Village Police Department.
- (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.
- (s) Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts.
- (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.



OPERATIONAL PLAN QUESTION RESPONSES

- (A) See attached detailed narrative/philosophy of operation of business.
- (B) Using site as is/no changes other than paint and cleaning.
- (C) Existing floor area 1,4~~50~~ unit F
- (D) 10 a.m. to 10 p.m.
- (E) Employees 2-4
- (F) *NA*
- (G) Maximum would be 4
- (H) Not applicable
- (I) *NA*
- (J) *NA*
- (K) Daily arrival of employees and potential customers
- (L) Small deliveries once every two weeks
- (M) None
- (N) No industrial machinery, handheld tattoo machines, power supply, and autoclave are the only mechanicals used
- (O) Mop water, standard garbage
- (P) Mop water to be disposed of in commercial 2 compartment sink
- (Q) Indoor security cameras
- (R) *NA*
- (S) None
- (T) Licensed by the state of Wisconsin in good standing for both tattoo and piercing

- Earth Ink Tattoos

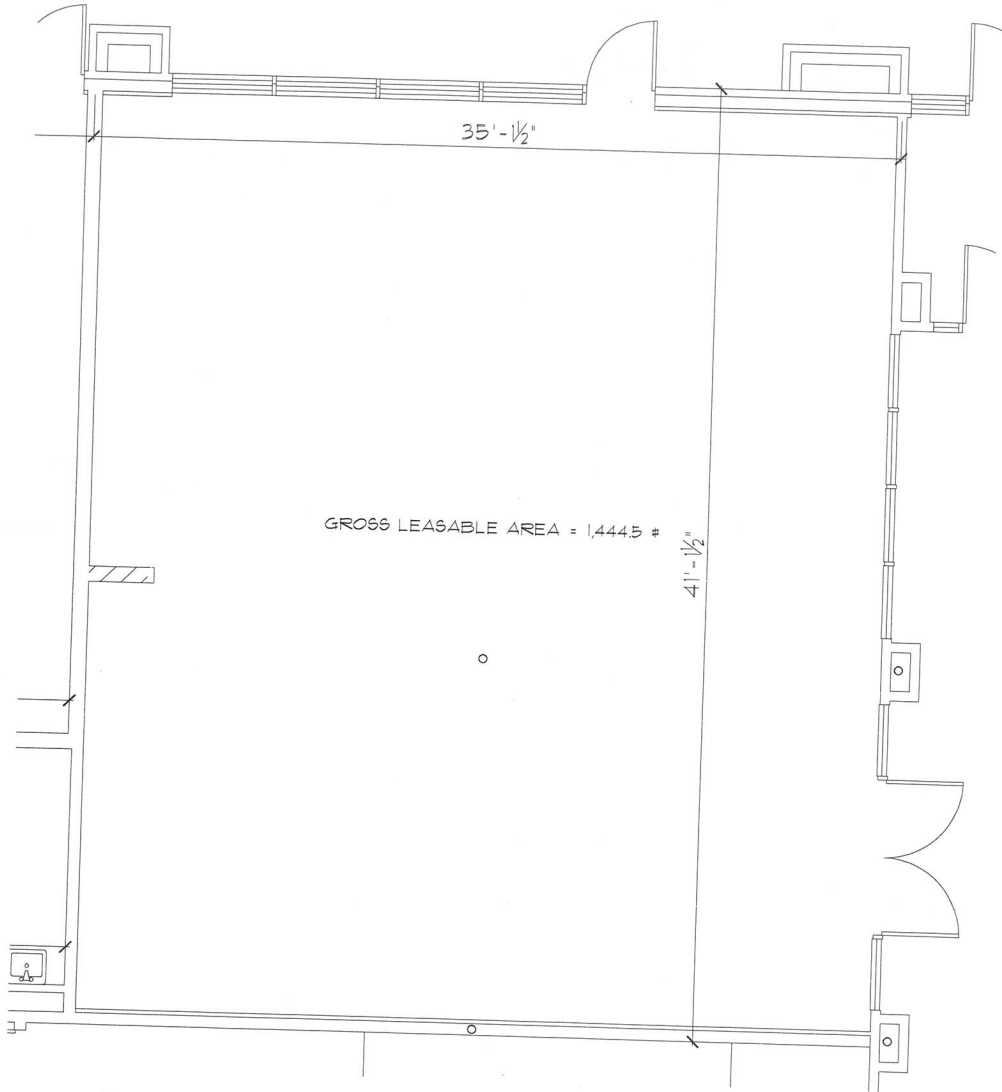
Here at Earth Ink Tattoo & Piercing we take absolute pride in our work and our shop. Cleanliness is one of our top priorities in addition to our philosophy and art.

Our idea when building the shop was to provide an environment where clients feel welcome, comfortable and confident as they are getting top quality attention and service. Our decor reflects our style and intentions. Traveling around the United States and to different countries (Japan being a major influence) has shaped our ideas about the history and future of the art of tattooing as well as how we perceive it. We feel that the tattoo industry paradigm has shifted in the way tattoos are applied and received.

Here at Earth Ink we want to reflect the art of tattooing in the most respected positive way that it can be perceived. Our personal take is that tattoos are about growth, healing, and marking special moments in life which have deep seeded meanings. We also try to cover all aspects of tattooing from cover ups, color work, gray shading, to whatever the client can think up. We want to offer the community a shop that provides quality work done by professionals and take pride in our chosen profession.



Our goal is to be the best at what we do, and to make sure that your tattoo experience is a positive and a memorable one. We are constantly dedicating ourselves to improving our craft, which is a life long journey, at every chance possible. Whatever your personal beliefs are, we here at Earth Ink Tattoo & Piercing believe tattooing is a beautiful and a sacred experience. This is the way in which we approach tattooing & piercing and life in general. It is reflected in our work.



NORTH





COPY

Exhibit 2

**VILLAGE OF PLEASANT PRAIRIE  
CONDITIONAL USE GRANT NO. 03-25**

Before the Village of Pleasant Prairie Plan Commission,  
Kenosha County, Wisconsin, in regard to the property  
located at **8501 75<sup>th</sup> Street**.



DOCUMENT NUMBER

1374822

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principe, Register of Deeds  
on 2/15/2004 at 7:58AM  
40007242 \$19.00

REGDEED3

JANK

**Return to:**

Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

19

**Tax Parcel Number:**

91-4-122-092-0170-0

**Legal Description:**

Part of the Northwest One Quarter of Section 9, Township 1 North, Range 22 East of the Fourth Principal Meridian, beginning 175 feet West of the Northeast corner of the Northwest One Quarter of the Northwest One Quarter, thence West 20 rods, South 40 rods, East 20 rods, North 40 rods to the point of beginning, excluding for highway, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

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

**WHEREAS**, such petition having been made on behalf of the petitioner, to a operate a tattoo and body-piercing studio, to be known as *Black Pearl Tattoo*, in an approximate 1,400 square foot tenant space (Suite "F") within the Willow Point retail center, and public hearing held thereon, and the Village Plan Commission having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance. Specifically, based upon the information presented at the public hearing the project meets the following standards for granting a Conditional Use Permit including Site and Operational Plan for the specified project in that the project:

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire, in so far as the danger of fire does not exceed the capabilities of the Village Fire and Rescue Department as shown in the Fire and Rescue Department comments dated December 4, 2003;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- the proposed and applied for use on this particular parcel is not inherently inconsistent with



either the B-2, Community Business District in which it is located or the adjoining Zoning Districts and/or 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 service, water service, storm water management, streets and highways and fire protection.

**NOW THEREFORE**, a Conditional Use Permit and including Site and Operational Plan approval is granted, subject to compliance with the terms and conditions hereinafter stated **to a operate a tattoo and body-piercing studio, to be known as *Black Pearl Tattoo*, in an approximate 1,400 square foot tenant space (Suite "F") within the Willow Point retail center**, subject to:

1. Compliance with all aspects of the original December 7, 1998 Village Board conditional Site and Operational Plan approval for the renovation and construction of additional retail space for the Willow Point Retail Center.
2. This tattoo and body-piercing establishment shall comply with all aspects of the State of Wisconsin Department of Health and Family Services, Chapter HFS 173 of the Wisconsin Administrative Code. Specifically, a copy of the following items shall be provided to the Village prior to operating the tattoo and body-piercing establishment:
  - a. The Tattoo and Body Piercing Practitioners State license.
  - b. The Licenses for each individual performing tattooing and/or body-piercing activities.
  - c. The State inspection report of the facility to ensure it complies with all State requirements.
3. If required, the Kenosha County Health Department shall inspect this tattoo and body-piercing establishment and a copy of the Kenosha County Health Department inspection report and any written approvals shall be submitted to the Village. **The applicant shall be responsible for submitting a copy of the Kenosha County Health Department inspection reports and any other written approvals within 30 days of the completion of the reports/approvals.**
4. There shall be no sales or services provided at Black Pearl Tattoo that would be classified as "Adult Uses".
5. There shall be no loitering on-site, within the parking lot of the Willow Point Retail Center, or within the general area of the tattoo and body-piercing facility. It will be the responsibility of the owners of the tattoo and body-piercing facility to monitor and enforce this NO LOITERING condition.
6. The permitted hours of operation for Black Pearl Tattoo shall be:

<b>Black Pearl Tattoo:</b>	Monday – Thursday, 8:00 a.m. – 8:00 p.m.
	Friday & Saturday - 8:00 a.m. – 9:00 p.m.
	Sunday – 10:00 a.m. – 6:00 p.m.

**The above listed times are permitted hours of operation. All customers/patrons shall promptly vacate the facility at closing time.**

7. Compliance with the all requirements as stated in the December 4, 2003 memorandum from the Village Fire & Rescue Chief (See Exhibit 8). Similar to all commercial buildings, the Fire & Rescue Department will perform semi-annual inspections of this business.
8. **Prior to the Village granting occupancy of this facility, the required sign permit must be submitted to the Village for staff review and approval. The Village approved sign permit shall be issued prior to the sign is installed. The sign must be installed prior to occupancy**

**of this tenant space. THERE SHALL BE NO OTHER SIGNAGE ALLOWED FOR THIS USE OTHER THAN THE REQUIRED WALL SIGN ON THE BUILDING FAÇADE.**

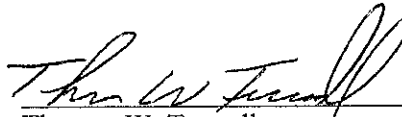
9. Pursuant to the Operational Standards set forth in Section 12.22-2 (k) of the Village Zoning Ordinance (the B-2 District), the following shall apply:
  - ◆ Hours for deliveries, or any other activities outside the principal building that might cause a disturbance to neighboring residential areas (e.g. outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, garbage pickup), except for snow removal: 6:00 a.m. to 10:00 p.m. maximum.
  - ◆ Except as otherwise specifically permitted by this Zoning Ordinance, all business activities shall be conducted within a building.
  - ◆ No outside storage or display of merchandise is allowed, except pursuant to Subsection 12.22-2(d)-1-iii.
  - ◆ No on-site residential uses are allowed.
  - ◆ Each use, site, building and structure shall comply with all applicable performance standards set forth in Section 12.12 of this Zoning Ordinance.
  - ◆ Each site, building and structure shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. All litter and debris shall be promptly removed.
  - ◆ Each use, site, building and structure shall be operated in full compliance with the approved site and operational plan, any required conditional use permit, any required license and all other applicable provisions of this Zoning Ordinance and of all other Village ordinances and codes.
10. No other changes to the exterior site shall be made without the Village's approval. In addition, 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.
11. The property owner or representative of the Willow Point Retail Center and the proprietor of the Black Pearl Tattoo facility shall sign this Conditional Use Grant Document and this document shall be recorded at the Kenosha County Register of Deeds office prior to issuance of any permits.
12. This Conditional Use Grant shall become effective upon the execution and recording of this document and shall constitute an effective covenant running with the land.
13. This Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.
14. **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 and with the conditions of approval. Violations of these conditions may result in the revocation of the conditional use permit or zoning violation prosecution, or both.**
15. Prior to commencing work and prior to occupancy, a Commercial Building/Occupancy Permit shall be applied for, the proper permit fees paid, and approved by the Village. Permits and a Certificate of Compliance shall be issued by the Village prior to operation of this facility to ensure compliance with permit requirements.
16. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, state and federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.

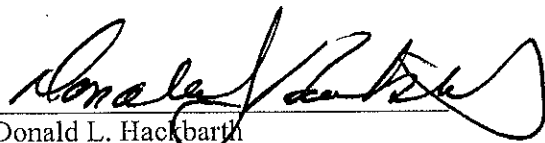


17. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 12.12 of the Village Zoning Ordinance.
18. All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well-cared-for and attractive condition.
19. Building Permits shall be obtained from the Village prior to commencing work and a Certificate of Compliance shall be issued by the Village prior to operation of this facility to ensure compliance with permit requirements.
20. For purposes of obtaining a Conditional Use Permit, erosion control permit and/or a building permit, a Site and Operational Plan approval shall be effective for a period of 180 days from the date of written notification of the decision to the applicant. If permits are not issued within said 180 days the Site and Operational Plan approval shall be void.
21. No Conditional Use Permit or building permit shall be issued by the Community Development Department until Site and Operational Plan approval has been granted, and until all conditions precedent set forth in the approval have been satisfied, and until the final plans have been fully signed as required. (Note that the Chief of the Village Fire & Rescue Department has review and approval authority with respect to matters relating to fire protection, independent of the Community Development Department, pursuant to Chapter 5 of the Village Municipal Code. In a situation where review of a signage plan and/or landscaping plan has been deferred pursuant to Subsection 12.11-05(g) of the Village Zoning Ordinance no permit relating to signage and/or landscaping, respectively, shall be issued until approval of the deferred plan has been granted, and until all conditions precedent set forth in such approval have been satisfied, and until the final plan has been fully signed as required by Subsection 12.11-05(h), of the Village Zoning Ordinance.

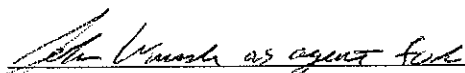
**Granted by the action of the Village of Pleasant Prairie Plan Commission the 8<sup>th</sup> day of December 2003.**

ATTEST:

  
\_\_\_\_\_  
Thomas W. Terwall  
Plan Commission Chairman

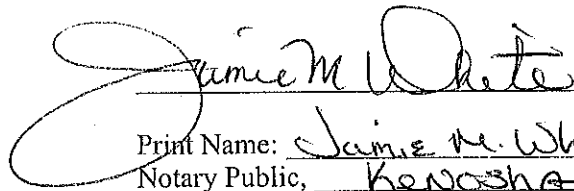
  
\_\_\_\_\_  
Donald L. Hackbarth  
Plan Commissioner

**OWNER(S):**

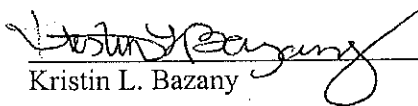
  
\_\_\_\_\_  
Martin Touhy, Member  
Wisconsin Realty Ventures, LLC

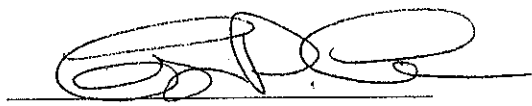
ACKNOWLEDGMENT  
STATE OF WISCONSIN)  
SS  
KENOSHA COUNTY)

Personally came before me this 5 day of Jan, 2007, the above named to me known to be the person (**Martin Touhy**) who executed the foregoing instrument and acknowledge the same.

  
Print Name: Jaime M. White  
Notary Public, Kenosha County, WI  
My Commission expires: Feb 15, 04.

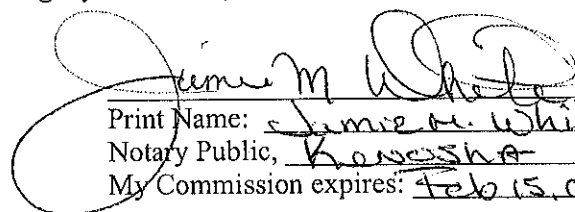
**TENANT(S):**  
**Black Pearl Tattoo**

  
Kristin L. Bazany

  
Gregory D. Larsen

ACKNOWLEDGMENT  
STATE OF WISCONSIN)  
SS  
KENOSHA COUNTY)

Personally came before me this 5 day of Jan, 2007, the above named to me known to be the person (**Kristin L. Bazany and Gregory D. Larsen**) who executed the foregoing instrument and acknowledge the same.

  
Print Name: Jaime M. White  
Notary Public, Kenosha County, WI  
My Commission expires: Feb 15, 04.

**THIS INSTRUMENT WAS DRAFTED BY:**  
Jean M. Werbie, Community Development Director  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158

Exhibit 3

## Chapter DHS 173

## TATTOOING AND BODY PIERCING

DHS 173.01	Authority and purpose.
DHS 173.02	Scope.
DHS 173.03	Definitions.
DHS 173.04	Licenses.
DHS 173.05	Department fees.
DHS 173.06	Enforcement.
DHS 173.07	Suspension or revocation of license.
DHS 173.08	Appeals of actions by the department.
DHS 173.09	Appeals of actions by agent health departments.

DHS 173.10	Patrons.
DHS 173.11	Physical facilities and environment.
DHS 173.12	Personnel.
DHS 173.13	Equipment.
DHS 173.14	Cleaning and sterilization.
DHS 173.15	Preparation and care of site.
DHS 173.16	Temporary establishments.
DHS 173.17	State fees.

**Note:** Chapter HFS 173 was renumbered chapter DHS 173 effective February 1, 2009, and corrections made under s. 13.92 (4) (b) 7., Stats., Register January 2009 No. 637.

**DHS 173.01 Authority and purpose.** This chapter is promulgated under the authority of ss. 252.23 (4), 252.24 (4) and 252.245 (9), Stats., for the purpose of regulating tattooists, tattoo establishments, body piercers and body-piercing establishments in order to protect public health and safety.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: renum. from HFS 173.01 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.02 Scope. (1) APPLICABILITY.** This chapter applies to all tattooists, body piercers, tattoo establishments and body-piercing establishments.

**(2) APPROVED COMPARABLE COMPLIANCE.** When it appears to the department that strict adherence to a provision of this chapter is impractical for a particular tattooist, tattoo establishment, body piercer or body-piercing establishment, the department may approve a modification in that requirement for that person or establishment if the department is provided with satisfactory proof that the grant of a variance will not jeopardize the public's health, safety or welfare.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: renum. from HFS 173.02 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.03 Definitions.** In this chapter:

**(1) "Agent"** means a local health department serving a population greater than 5,000 which is designated by the department under a written agreement authorized by s. 252.245 (1), Stats., to issue licenses to and make investigations or inspections of tattooists, tattoo establishments, body piercers and body-piercing establishments.

**(2) "Antiseptic"** means a chemical that kills or inhibits the growth of organisms on skin or living tissue.

**(3) "Approved"** means acceptable to the department based on its determination of conformance to this chapter and good public health practices.

**(4) "Autoclave"** means an apparatus that is registered and listed with the federal food and drug administration for sterilizing articles by using superheated steam under pressure.

**(5) "Body pierce,"** as a verb, means to perforate any human body part or tissue, except an ear, and to place a foreign object in the perforation to prevent the perforation from closing.

**(6) "Body piercer"** means a person who performs body piercing on another person at that person's request.

**(7) "Body piercing"** means perforating any human body part or tissue, except an ear, and placing a foreign object in the perforation to prevent the perforation from closing.

**(8) "Body-piercing establishment"** means the premises where a body piercer performs body piercing.

**(9) "Cleaning"** means the removal of foreign material from objects, normally accomplished with detergent, water and mechanical action.

**(10) "Department"** means the Wisconsin department of health services.

**(11) "Disinfectant"** means a chemical that is capable of destroying disease-causing organisms on inanimate objects, with the exception of bacterial spores.

**(11m) "Establishment"** means a body-piercing establishment, a tattoo establishment, or combined tattoo and body piercing establishment.

**(12) "Hot water"** means water at a temperature of 110°F or higher.

**(13) "Local health department"** means an agency of local government that takes any of the forms specified in s. 250.01 (4), Stats.

**(14) "Operator"** means the owner or person responsible to the owner for the operation of a tattoo or body-piercing establishment.

**(15) "Patron"** means a person receiving a tattoo or body piercing.

**(16) "Practitioner"** means a tattooist or body piercer.

**(17) "Premises"** means a building, structure, area or location where tattooing or body piercing is performed.

**(18) "Sharps waste"** means waste that consists of medical equipment or clinical laboratory articles that may cause punctures or cuts, such as hypodermic needles, syringes with attached needles and lancets, whether contaminated, unused or disinfected.

**(19) "Single-use"** means a product or item that is disposed of after one use, such as a cotton swab, a tissue or paper product, a paper or soft plastic cup, or gauze or other sanitary covering.

**(20) "Sterilization"** means the killing of all organisms and spores through use of an autoclave operated at a minimum of 250°F (121°C.) at pressure of at least 15 pounds per square inch for not less than 30 minutes or through use of an autoclave approved by the department that is operated at different temperature and pressure levels but is equally effective in killing all organisms and spores.

**(21) "Tattoo,"** as a verb, means to insert pigment under the surface of the skin of a person, by pricking with a needle or otherwise, so as to produce an indelible mark or figure through the skin.

**(22) "Tattoo establishment"** means the premises where a tattooist applies a tattoo to another person.

**(23) "Tattooist"** means a person who tattoos another person at that person's request.

**(24) "Tempered water"** means water ranging in temperature from 85°F. to less than 110°F.

**(25) "Temporary establishment"** means a single building, structure, area or location where a tattooist or body piercer performs tattooing or body piercing for a maximum of 7 days per event.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: renum. from HFS 173.03 and am. (10), cr. (11m) Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.04 Licenses. (1) LICENSE REQUIRED.** (a) *Establishments.* 1. No person may operate an establishment until the person has obtained a license from the department or its agent by submitting an application under sub. (3) and paying the applicable fee specified under s. DHS 173.05. A separate license is required for each establishment.

**Note:** Local health departments that are agents for the department have authority under s. 252.245 (4), Stats., to establish and collect fees for licenses issued by the local health department. If your establishment was licensed by a local health department, contact the local health department for its license fee schedule.

2. The operator of an establishment shall notify the department or its agent of the operator's intention to cease operations and shall supply the department with the name and mailing address of any new operator. An establishment license is not transferable. If an operator sells or otherwise transfers ownership or operation of an establishment to another person, a new initial license is required, and the establishment may not be opened to the public until the department has issued a new initial license.

(b) *Practitioner.* No person may tattoo or body pierce another person, use or assume the title of tattooist or body piercer or designate or represent himself or herself as a body piercer unless the person has obtained a license from the department by application made upon a form furnished by the department under sub. (3).

**(2) LICENSE DURATION AND RENEWAL.** (a) Each establishment and practitioner's license issued under this chapter shall expire on June 30, except that a license initially issued during the period beginning on April 1 and ending on June 30 expires on June 30 of the following year.

(b) Each license shall be renewed annually as provided in sub. (3) (b).

**(3) LICENSE APPLICATION.** (a) *Initial license.* Application for an initial or new practitioner or establishment license shall be made on an application form furnished by the department or its agent and accompanied by all of the following:

1. The applicable fees specified under s. DHS 173.05 and any fees previously due to the department or its agent.

**Note:** Local health departments that are agents for the department have authority under s. 252.245 (4), Stats., to establish and collect fees for licenses issued by the local health department. If your establishment was licensed by a local health department, contact the local health department for its license fee schedule.

2. Information, as determined by the department or its agent, indicating that the establishment will be maintained and operated in compliance with applicable federal and state laws and that rules have been implemented for the operation of the establishment that will protect the health, safety, and welfare of the public.

**Note:** To obtain a copy of the practitioner application form or an establishment application form, or to determine which agent to contact for an application form, write or phone: Bureau of Environmental and Occupational Health (BEOH), P.O. Box 2659, Madison, Wisconsin 53701-2659 (608-266-2835). You may also contact the BEOH at [www.dhs.wi.gov/fsrl](http://www.dhs.wi.gov/fsrl).

(b) *Renewal license.* 1. To renew the license of an establishment, the operator shall pay the department, the applicable establishment license fee specified under s. DHS 173.05 before the license expires. If the payment to renew the license of an establishment is not made to the department before the expiration date of the establishment license, the late fee specified under s. DHS 173.05 (2) (c) shall be paid in addition to the license fee.

2. To renew a practitioner's license, the practitioner shall pay the department the fee specified under s. DHS 173.05 before the license expires.

**Note:** Local health departments that are agents for the department have authority under s. 252.245 (4), Stats., to establish and collect fees for licenses issued by the local health department. If your establishment was licensed by a local health department, contact the local health department for its license fee schedule.

**(4) DEPARTMENT AND AGENT ACTION ON LICENSE APPLICATION.** (a) The department or its agent shall issue or deny a license within 30 days after receiving a complete application, all applicable fees, and the other information required under sub. (3).

(b) Except as provided in ss. 250.041 and 252.241, Stats., the initial issuance, renewal or continued validity of a license issued under this subsection may be conditioned upon the requirement

that the licensee correct a violation of this chapter, s. 252.23 or 252.24, Stats., or ordinances adopted under s. 252.245, Stats., within the period of time specified. If the condition is not met within the specified time or after an extension of time as approved by the department, the license is void. No person may operate an establishment or practice as a tattooist or body piercer after the person's license has been voided under this paragraph, and any person who does may be subject to the penalties under s. 252.25, Stats. A person whose license is voided under this paragraph may appeal the decision under s. DHS 173.08.

(c) The department or its agent may refuse to issue or renew a license to operate an establishment under any of the following circumstances:

1. The department or its agent has not conducted a preinspection of an establishment for which an initial or new license is required under sub. (1).

2. The operator of an establishment has not corrected a condition for which the department or agent has issued a written health or safety-related order.

3. All applicable fees owed to the department or its agent have not been paid, including the license fee, preinspection fee, reinspection fee, or other applicable fees.

4. The operator has modified, repaired or maintained the establishment in a manner that is not in accordance with what the department recognizes as safe practice as outlined in this chapter.

5. The operator, license applicant, or licensee has failed to provide the department or its agent with information required under sub. (3).

6. The operator or license applicant has violated ch. 252, Stats., this chapter, or any order, ordinance, or regulation created by a village, city, county, or local board of health having jurisdiction, provided such violation is related to the operation of an establishment.

(d) The department may refuse to issue or renew a license to practice as a tattooist or body piercer if the practitioner or applicant for a practitioner's license has violated ch. 252, Stats., this chapter, or any order, ordinance, or regulation created by a village, city, county, or local board of health having jurisdiction, provided such violation is related to the operation of an establishment or the practice of tattooing or body piercing.

(e) If the department or its agent denies an application for a license, the applicant shall be given reasons, in writing, for the denial and information regarding appeal rights under s. DHS 173.08.

**(5) VOIDED LICENSE FOR FAILURE TO PAY FEES.** If a license applicant, operator, or practitioner fails to pay all applicable fees and processing charges under s. DHS 173.05 within 15 days after the license applicant, operator, or practitioner receives notice of an insufficiency under s. DHS 173.05, or within 45 days after the expiration of the license, whichever occurs first, the license is void. An operator or practitioner whose license is voided under this subsection may appeal the decision under s. DHS 173.08. In an appeal concerning a voided license under this subsection, the burden is on the license applicant, operator, or practitioner to show that the entire applicable fees and processing charges have been paid. During any appeal process concerning a payment dispute, operation of an establishment, or practice as a tattooist or body piercer, is deemed to be operation or practice without a license and is subject to the fees under s. DHS 173.05 (2) (e) in addition to the fees otherwise due, unless the license applicant, operator, or practitioner meets its burden of proof under this subsection.

**(7) DISPLAY OF LICENSE.** The operator of an establishment shall display in the establishment, in a place visible to the public, the licenses issued by the department or its agent for the establishment and for all practitioners working in the establishment. A license may not be altered or defaced.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.04, r. and recr. Register January 2009 No. 637, eff. 2-1-09.



**DHS 173.05 Department fees. (1) FEE SCHEDULES.** The fees listed in Table DHS 173.05 A shall apply to licenses issued from April 1, 2009 through March 31, 2011. The fees listed in Table DHS 173.05 B shall apply to licenses issued on or after April 1, 2011.

**Note:** Local health departments that are agents for the department have authority under s. 252.245 (4), Stats., to establish and collect fees for licenses issued by the local health department. If your establishment was licensed by a local health department, contact the local health department for its license fee schedule.

**(2) TYPES OF FEES.** (a) *Preinspection fee.* The operator of an establishment shall, pursuant to sub. (1), pay the applicable preinspection fee listed in Table DHS 173.05 A or B to the department before an initial or new license is issued under s. DHS 173.04.

(b) *License fee.* 1. 'Establishment'. The operator of an establishment shall, pursuant to sub. (1), pay the applicable license fee listed in Table DHS 173.05 A or B to the department for each establishment that the operator applies for a license to operate under s. DHS 173.04 (1) or (2).

2. 'Practitioner'. A practitioner shall, pursuant to sub. (1), pay the applicable license fee listed in the Table DHS 173.05 A or B to the department.

(c) *Late fee.* If the license fee for a license renewal is not paid before the expiration date of the license, the operator shall pay to the department a late fee of \$85.00 in addition to the renewal license fee.

(d) *Reinspection fee.* If the department conducts a reinspection of an establishment under s. DHS 173.06 (1) (b), the operator shall, pursuant to sub. (1), pay to the department the applicable

reinspection fee listed in Table DHS 173.05 A or B. The department shall assess an additional reinspection fee as listed in Table DHS 173.05 A or B, whichever is applicable, for any additional reinspection conducted under s. DHS 173.06 (1) (b) 4.

(e) *Fees for operating without a license.* An establishment found to be operating without a license shall pay to the department an amount of \$749.00, in addition to all applicable fees and any processing charges under s. DHS 173.04 (5). A practitioner found to be practicing without a license shall pay to the department \$150, in addition to all applicable fees and any processing charges under s. DHS 173.04 (5).

**Note:** Any person who willfully violates or obstructs the execution of any state statute or rule, county, city or village ordinance or departmental order under this chapter and relating to the public health, for which no other penalty is prescribed, shall be imprisoned for not more than 30 days or fined not more than \$500 or both.

(f) *Duplicate license.* The department shall charge the operator or practitioner, as applicable, \$15.00 for a duplicate license.

(g) *Fees for special condition inspections.* For inspection or consultation activities that are not directly related to the department's licensing responsibilities, the department shall charge the operator or the entity requesting the inspection or consultation \$175.00.

**(3) METHOD OF PAYMENT.** If the payment for an initial or renewal license is by check or other draft drawn upon an account containing insufficient funds, the applicant or owner shall, within 15 days after receipt of notice from the department of the insufficiency, pay all applicable fees under sub. (1) and the financial institution's processing charges by cashier's check or other certified draft, money order, or cash.

**Table DHS 173.05 A**  
**Fee Schedule — SFY 2010**  
**For licenses issued April 1, 2009 through March 31, 2011**

Type of License	License Fee	Preinspection Fee	First Reinspection Fee	Second and Subsequent Reinspection Fee
Tattoo Establishment	\$125	\$240	\$113	\$150
Body Piercing Establishment	\$125	\$240	\$113	\$150
Combined Tattoo and Body Piercing Establishment	\$205	\$375	\$180	\$240
Practitioner	\$50			
Temporary Establishment	\$100			

**Table DHS 173.05 B**  
**Fee Schedule — SFY 2012**  
**For licenses issued on or after April 1, 2011**

Type of License	License Fee	Preinspection Fee	First Reinspection Fee	Second and Subsequent Reinspection Fee
Tattoo Establishment	\$135	\$255	\$135	\$180
Body Piercing Establishment	\$135	\$255	\$135	\$180
Combined Tattoo and Body Piercing Establishment	\$220	\$400	\$221	\$295
Practitioner	\$60			
Temporary Establishment	\$100			

**History:** CR 08-073: cr. Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.06 Enforcement. (1) INSPECTIONS AND ACCESS TO THE PREMISES.** (a) *Inspections.* Under s. 252.23, 252.24, or 252.245, Stats., an authorized employee or agent of the department, upon presenting proper identification, may enter any establishment at any reasonable time, for any of the following purposes:

1. To inspect the establishment.
2. To determine if there has been a violation of this chapter, s. 252.23 or 252.24, Stats., or an ordinance enacted under s. 252.245, Stats.
3. To determine compliance with previously written violation orders.
4. To secure samples or specimens.
5. To examine and copy relevant documents and records provided such information is related to the operation of the establishment.
6. To obtain photographic or other evidence needed to enforce this chapter.

(b) *Reinspections.* 1. The department or its agent may reinspect an establishment whenever an inspection or the investigation of a complaint reveals the existence of a violation that is potentially hazardous to the health and welfare of patrons or employees of the establishment.

2. A reinspection shall be scheduled to allow the operator a reasonably sufficient time to correct the deficiencies.

3. A reinspection fee shall be charged for the reinspection according to Table DHS 173.05 A or B, or applicable charges as determined by an agent of the department.

4. If an additional reinspection is required because a violation has not been corrected in the scheduled time, the department shall assess the operator an additional reinspection fee. The department may order the operator to show just cause why the license should not be suspended or revoked under s. DHS 173.07.

**(2) GENERAL ORDERS TO CORRECT VIOLATIONS.** (a) If upon inspection of an establishment, the department or agent finds that the establishment is not designed, constructed, equipped or operated as required under this chapter, the department or agent shall issue a written order to correct the violation. The order shall specify the correction needed for compliance and the time period within which the correction should be made. The time period specified in the order may be extended at the discretion of the department or agent.

(b) If the order to correct a violation is not carried out by the expiration of the time period stated in the order, or any extension of time granted by the department or agent, the department or agent may suspend or revoke the license to operate the establishment.

(c) Any person who fails to comply with an order of the department shall forfeit \$10 for each day of noncompliance after the order is served upon or directed to him or her. A person may appeal a forfeiture under s. DHS 173.08.

**(3) TEMPORARY ORDERS.** (a) As provided under ss. 227.51 (3) and 250.04 (1) and (2) (a), Stats., whenever the department or agent has reasonable cause to believe that an immediate danger to health or safety exists as a result of an inspection under sub. (1), the department or agent may issue a temporary order without advance notice or hearing to do any of the following:

1. Prohibit the continued operation or method of operation of specific equipment.
2. Require the premises to cease operations and close until remedies are applied which eliminate the immediate danger to health or safety.
3. Require a practitioner to cease tattooing or body piercing.

(b) 1. A temporary order shall take effect upon delivery to the operator, establishment, or practitioner, as applicable. Except as provided in par. (c), the temporary order shall remain in effect for

14 days from the date of delivery. A temporary order may be reissued for one additional 14-day period if necessary to complete any analysis or examination of samples, specimens, or other evidence.

2. No operation or method of operation prohibited by the temporary order may be resumed without the approval of the department or agent until the order has terminated or the time period specified in subd. 1. has expired, whichever occurs first. If, upon completed analysis or examination, the department or agent determines that construction, sanitary condition, operation or method of operation of the premises or equipment does not constitute an immediate danger to health or safety, the department or agent shall immediately notify the operator or responsible supervisor in writing and the temporary order shall terminate upon receipt of the written notice.

(c) If the analysis or examination shows that the construction, sanitary condition, operation or method of operation of the premises or equipment constitutes an immediate danger to health or safety, the department or agent, within the effective period of the temporary order specified in par. (b) 1., shall provide written notice of the findings to the operator or responsible supervisor. Upon receipt of the notice, the temporary order remains in effect until a final decision is issued under s. DHS 173.08. The notice shall include a statement that the facility has a right to request a hearing under s. DHS 173.08 within 15 days after issuance of the notice.

(d) Pursuant to s. 252.25, Stats., any person who willfully violates or obstructs a departmental order relating to the public health, for which no other penalty is prescribed, shall be imprisoned for not more than 30 days or fined not more than \$500 or both.

**History:** CR 08-073: cr. Register January 2009 No. 637, eff. 2-1-09.

### **DHS 173.07 Suspension or revocation of license.**

The department may, after a hearing under s. DHS 173.08, suspend or revoke a license for violation of s. 252.23 or 252.24, Stats., this chapter, or an order issued by the department. The suspension or revocation order shall take effect 15 days after the date of issuance unless a hearing is requested under s. DHS 173.08 (1).

**History:** CR 08-073: cr. Register January 2009 No. 637, eff. 2-1-09; correction made under s. 13.92 (4) (b) 7., Stats., Register January 2009 No. 637.

### **DHS 173.08 Appeals of actions by the department.**

**(1)** (a) Except as specified under sub. (2) or (3), a request for a hearing to contest denial of a license, a voided license, suspension, revocation, forfeiture, or order given under s. DHS 173.06 (1) (b) 4. or (2), shall be submitted in writing to the department of administration's division of hearings and appeals within 15 days after receipt of the notice of the department's action.

(b) A request for hearing that is mailed to the division of hearings and appeals shall be considered filed with the division on the date of the postmark.

(c) A request for hearing that is hand-delivered to the division of hearings and appeals shall be considered filed on the date the request is received by the division of hearings and appeals.

(d) A request for hearing transmitted by facsimile to the division of hearings and appeals shall be considered filed on the date and time imprinted by the division's facsimile machine on the transaction report that accompanies the document. Documents received by facsimile after midnight local time shall be deemed filed on the first following business day.

**Note:** A request for hearing can be submitted by mail or hand-delivered to the Division of Hearings and Appeals, at 5005 University Ave., Room 201, Madison, WI 53705-5400, or faxed to the Division at (608) 264-9885.

**(2)** As a condition for requesting a hearing to appeal the voiding of a license, a license applicant or operator, or practitioner, as applicable, shall comply with sub. (4). In an appeal concerning voiding a license, the burden is on the applicant or owner to show that the entire applicable fees and processing charges have been paid.

(3) A request for hearing on a temporary order given by the department under s. DHS 173.06 (3) shall be made in writing to the department within 15 days of receipt of the order. The department shall hold a hearing within 15 days after the department receives the written request for hearing, unless the department and the appellant agree to a later date, the immediate danger to health is removed, the order is not contested or the appellant and the department mutually agree that no purpose would be served by a hearing. A final decision shall be issued under s. 227.47, Stats., within 10 days following the conclusion of the hearing. The decision may order any of the following to remove the danger to health:

- (a) Changes to or replacement of equipment or construction.
- (b) Changes in or cessations of any operation or method of operation of the equipment or premises.

**Note:** A request for a hearing under sub. (3) may be submitted by mail or hand-delivered to the Department of Health Services, at 1 W. Wilson St., Room 650, P.O. Box 7850, Madison, WI, 53707-7850, or faxed to the Department at (608) 266-7882. The hearing may be conducted by the department secretary, the secretary's designee, or a hearing examiner under s. 227.43 (1) (bu), Stats.

(4) If the department voids a license under s. DHS 173.04 (5), for failure to pay fees, the licensee shall submit, within 15 days after receipt of the notice of the department's action, documentary evidence that all applicable fees, late fees and processing charges have been paid and that there are no outstanding payments due to the department.

**History:** CR 08-073: cr. Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.09 Appeals of actions by agent health departments.** If an agent issues licenses directly under s. 252.245, Stats., the agent shall create enforcement and appeal procedures in accordance with s. 66.0417, Stats., which shall supersede enforcement and appeal procedures under s. DHS 173.08 (2) and (4).

**History:** CR 08-073: cr. Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.10 Patrons. (1) LIMITATIONS.** (a) *Consent.* A tattooist or body piercer may not tattoo or body pierce a patron without first obtaining the signed, informed consent of the person on a form approved by the department.

**Note:** To obtain a copy of an approved consent form, which may be reproduced, write: Bureau of Public Health, P. O. Box 309, Madison, Wisconsin 53701.

(b) *Minors.* 1. No person under 16 years of age may be body pierced.

2. No person age 16 or 17 may be body pierced unless an informed consent form has been signed by his or her parent or legal guardian in the presence of the operator.

3. No person under 18 years of age may be tattooed except by a physician in the course of the physician's professional practice, as permitted under s. 948.70 (3), Stats.

4. A body-piercing establishment shall post a notice in a conspicuous place in the establishment stating that it is illegal to body pierce a person under the age of 18 without the signed, informed consent of that person's parent or legal guardian.

5. A tattoo establishment shall post a sign in a conspicuous place in the establishment stating that no person under the age of 18 may be tattooed.

(c) *Barriers to procedure.* A tattooist or body piercer may not tattoo or body pierce any of the following:

1. A person who appears to be under the influence of alcohol or a mind-altering drug.

2. A person who has evident skin lesions or skin infections in the area of the procedure.

(2) **RECORD.** Every tattooist and body piercer shall keep a record of each patron. A patron's record shall include the patron's name, address, age and consent form, the name of the practitioner doing the procedure and any adverse effects arising from the pro-

cedure. A patron's record shall be retained for a minimum of 2 years following completion of the procedure.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: renum. from HFS 173.05 Register January 2009 No. 637, eff. 2-1-09.

### DHS 173.11 Physical facilities and environment.

(1) **FLOORS.** Floors in the area where tattoo or body-piercing procedures are performed shall be constructed of smooth, durable and non-porous material and shall be maintained in a clean condition and in good repair. Carpeting is prohibited.

(2) **WALLS AND CEILINGS.** Walls and ceilings in the area where tattoo and body-piercing procedures are performed shall be light-colored, smooth and easily cleanable.

(3) **LIGHTING.** Tattoo and body-piercing application areas shall maintain a minimum illumination of 50 footcandles.

(4) **PREMISES.** The premises and all facilities used in connection with the premises shall be maintained in a clean, sanitary and vermin-free condition.

(5) **LIVING AREAS.** Tattoo and body-piercing areas shall be completely separated from any living quarters by floor-to-ceiling partitioning and solid doors which are kept closed during business hours. A direct outside entrance to the tattoo or body-piercing establishment shall be provided.

(6) **TOILET ROOMS.** (a) All tattoo and body-piercing establishments shall have a public toilet and handwashing facility which is separated from any living area.

(b) Toilet room fixtures shall be kept clean and in good repair. An easily cleanable covered waste receptacle shall be provided in the toilet room.

(7) **HANDWASHING FACILITIES.** (a) At least one handwashing facility shall be conveniently located in the tattoo or body-piercing area, in addition to what is provided in the toilet room.

(b) Anti-bacterial soap in a dispenser and single-service towels for drying hands shall be provided at all handwashing facilities.

(c) Hot and cold potable water under pressure shall be available at all handwashing facilities except that tempered water rather than hot water may be provided.

(8) **REFUSE.** Easily cleanable waste containers with non-absorbent, durable plastic liners shall be used for disposal of all tissues, towels, gauze pads and other similar items used on a patron. Infectious waste, including sharps waste, shall be stored and disposed of in an approved manner consistent with subch. II of ch. NR 526.

(9) **EQUIPMENT STORAGE.** Instruments, dyes, pigments, stencils and other tattoo and body-piercing equipment shall be stored in closed cabinets exclusively used for that purpose.

(10) **PRIVACY.** A panel or other barrier of sufficient height and width to effectively separate a patron on whom a procedure is being performed from any unwanted observers or waiting patrons shall be in place or readily available at the patron's request.

(11) **SMOKING AND EATING PROHIBITED IN AREA OF PROCEDURE.** No smoking or consumption of food or drink is permitted in the area where a tattoo or body-piercing procedure is performed, except that clients may consume a non-alcoholic beverage during the procedure.

(12) **ANIMALS PROHIBITED IN ESTABLISHMENT.** No animals, except for those that provide services to persons with disabilities, are permitted in a tattoo or body-piercing establishment.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: renum. from HFS 173.06 Register January 2009 No. 637, eff. 2-1-09.

**HFS 173.12 Enforcement.** **History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073: r. Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.12 Personnel. (1) ABSENCE OF SKIN CONDITION.** No tattooist or body piercer with an exposed rash, skin



lesion or boil may engage in the practice of tattooing or body piercing.

(2) **RESTRICTION.** No tattooist or body piercer may work while under the influence of alcohol or a mind-altering drug.

(3) **PERSONAL CLEANLINESS.** (a) Tattooists and body piercers shall thoroughly wash their hands and the exposed portions of their arms with dispensed soap and tempered water before and after each tattoo or body-piercing procedure and more often as necessary to keep them clean.

(b) Tattooists and body piercers shall dry their hands and arms with individual single-service towels.

(c) Tattooists and body piercers shall maintain a high degree of personal cleanliness and shall conform to good hygiene practices during procedures.

(4) **CLOTHING.** All tattooists and body piercers shall wear clean, washable outer clothing.

(5) **HYGIENIC PRACTICES.** (a) When preparing the skin and during a procedure, a tattooist or body piercer shall wear non-absorbent gloves which shall be disposed of after completing the procedure.

(b) If interrupted during a procedure, a tattooist or body piercer shall rewash his or her hands and put on new gloves if the interruption required use of hands.

(c) Tattooists shall use single-use plastic covers to cover spray bottles or other reusable accessories to minimize the possibility of transmitting body fluids or disease during application of tattoos to successive patrons.

(d) Disposable-type razors shall be for single-use only and disposed of in accordance with ch. NR 526. Electric razors used for skin preparation prior to a procedure shall have screens cleaned and disinfected between patron use.

(e) Body-piercing needles shall be disposable, sterile and for single-patron use only. Tattoo needles may be reused if cleaned, sterilized and stored in an approved manner between patrons. Body piercing jewelry shall be cleaned, individually packaged and sterilized prior to use.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.07 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.13 Equipment.** (1) All surfaces, counters and general-use equipment in the tattoo or body-piercing area shall be cleaned and disinfected before a patron is seated.

(2) All inks and pigments shall be obtained from sources generally recognized as safe. Information indicating the sources of all inks and pigments shall be available to the department or agent upon request. Sterile single-use or sterile individual containers of pigment or ink shall be used for each patron. No pigment or ink in which needles were dipped may be used on another person. Pigment and ink cups shall be for single-patron use. All bulk materials used for the procedure shall be dispensed with single-use utensils. The remainder of dispensed portions shall be disposed of after application.

(3) Needles, bars and tubes shall be constructed in a manner that permits easy cleaning and sterilizing.

(4) Acetate tattoo stencils shall be single-use.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.08 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.14 Cleaning and sterilization.** (1) **CLEANING.** (a) After each use, tattooing and body-piercing equipment shall be cleaned to remove blood and tissue residue before sterilization.

(b) Reusable needles, tubes and body-piercing equipment shall be placed in a covered stainless steel container of cleaning or disinfectant solution until they can be cleaned and sterilized.

(c) All containers holding contaminated needles, tubes, reusable body-piercing equipment and container lids shall be cleaned and disinfected at least daily.

(d) The tattoo machine shall be cleaned and disinfected before each use.

(e) Gloved personnel shall clean needles and tubes prior to sterilization by doing all of the following:

1. Manually pre-cleaning the items with care taken to ensure removal of residue; thoroughly rinsing the items with warm water and then draining the water; cleaning the items by soaking them in a protein-dissolving detergent-enzyme cleaner used according to manufacturer's instructions; and cleaning the items further in an ultrasonic cleaning unit which operates at 40 to 60 hertz and is used according to the manufacturer's instructions.

2. Rinsing and drying the items.

(f) Prior to autoclaving, all needles and tubes shall be packaged either individually or in quantities appropriate for individual procedures. Packages shall be identifiable and dated.

(2) **STERILIZATION.** (a) Equipment requiring sterilization shall be pressure-sterilized at the establishment in an autoclave and in accordance with the manufacturer's instructions.

(b) Each batch of sterilized equipment shall be monitored for sterilization by use of heat-sensitive indicators capable of indicating approximate time and temperature achieved.

(c) Autoclaves shall be spore-tested at least monthly. Spore kill test effectiveness shall be conducted by an independent laboratory.

(d) Sterilized equipment shall be wrapped or covered and stored in a manner which will ensure that it will remain sterile until used.

(e) Each tattoo or body-piercing establishment shall maintain sterilization records including spore tests for at least one year from the date of the last entry, which shall include the following information:

1. Date of sterilization.
2. Name of the person operating the equipment.
3. Result of heat-sensitive indicator.

(f) Sterilized equipment shall be re-sterilized if the package is opened, damaged or becomes wet.

(g) All methods of sterilization other than autoclaving are prohibited.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.09 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.15 Preparation and care of site.** (1) **PREPARATION BY PRACTITIONER.** Before beginning a procedure, the tattooist or body piercer shall clean the skin area for the tattooing or piercing and then prepare it with an antiseptic. The solution shall be applied with cotton, gauze or single-use toweling.

(2) **CARE INSTRUCTIONS FOR PATRON.** After completing a procedure, the tattooist or body-piercer shall provide the patron with oral and written instructions on the care of the tattoo or pierce.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.10 Register January 2009 No. 637, eff. 2-1-09.

**DHS 173.16 Temporary establishments.** In addition to requirements under ss. DHS 173.01 to 173.15 that apply to all establishments, the following requirements apply specifically to temporary establishments:

(1) **LICENSE.** (a) No temporary establishment may be operated without a license granted by the department or its agent. Application for a temporary license shall be made under s. DHS 173.04 (1).

(b) No temporary license may be issued without a prior inspection.

(c) A temporary establishment's license along with the license of each on-staff tattooist or body piercer shall be conspicuously displayed in the temporary establishment.

(d) An operator of a temporary establishment whom the department or its agent has found to repeatedly violate any provision



of this chapter may be denied a license to operate the establishment or may have the license revoked.

**(2) WATER.** A temporary establishment shall have all of the following:

- (a) An approved toilet and handwashing facility.
- (b) Potable water under pressure.
- (c) Hot or tempered water for handwashing and cleaning.
- (d) Connection to an approved sewage collection system.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from

HFS 173.11, am. (intro.) Register January 2009 No. 637, eff. 2-1-09; correction made in (1) (a) under s. 13.92 (4) (b) 7., Stats., Register January 2009 No. 637.

**DHS 173.17 State fees.** Pursuant to s. 252.245 (9), Stats., a local health department serving as an agent of the department for purposes of administering this chapter shall include a state fee in each fee the agent establishes for a license issued under this chapter. The state fee shall be 10% of the department's license fee established under s. DHS 173.05 (2) (b) 1., and shall be forwarded to the department.

**History:** Cr. Register, July, 1998, No. 511, eff. 8-1-98; CR 08-073; renum. from HFS 173.13 and am. Register January 2009 No. 637, eff. 2-1-09.