

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39th AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
July 23, 2018
AGENDA**

1. Call to Order.
2. Roll Call.
3. Consider approval of the July 2 and July 9, 2018 Plan Commission meeting minutes.
4. Correspondence.
5. Citizen Comments.
6. New Business:
 - A. Consider approval of a **Memorandum of Understanding** between the Village of Pleasant Prairie and the Wisconsin Department of Transportation regarding the public and private improvements required pursuant to the Main Street Market Traffic Impact Analysis along STH 165, STH 31 and Old Green Bay Road.
 - B. **PUBLIC HEARING AND CONSIDERATION OF A FINAL CONDOMINIUM PLAT, DEVELOPMENT AGREEMENT AND RELATED EXHIBITS** for the request of Mark Eberle, P.E., of Nielson Madsen and Barber, on behalf of The Cottages at Village Green LLC, developer of the property located north of Main Street at 47th Avenue for the second phase of The Cottages at Village Green (41 condominium units, including 29 single unit buildings and 6 two unit buildings).
 - C. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT** for the request of Jonah Hetland of Bear Homes on behalf of Arbor Ridge Development Inc., for approval to use the home located at 7942 98th Circle as a sales and model home in the Arbor Ridge Subdivision.
 - D. Consider the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for approval of a **Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement** for the proposed Breeze Terrace Apartments development generally located on the east side of 116th Avenue south of Corporate Drive.
 - E. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS:** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the Breeze Terrace Apartment development (3-33 unit apartment buildings and 6-19 unit buildings for a total of 213 apartments with a club house) to be located at the on the east side of 116th Avenue south of Corporate Drive. Specifically the field delineated wetlands will be zoned C-1 Lowland Resource Conservancy District, the woodlands to remain will be zoned C-2, the remainder of the property will be zoned R-11, Multi-family Residential District and the entire property will be rezoned PUD, Planned Unit Development Overlay District. The FPO, Floodplain Overlay District will remain unchanged. In addition, a specific PUD Ordinance for said development will be created.
7. Adjourn.

It is possible that a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except the governing body noticed above. **The Village Hall is handicapped accessible. If you have other special needs, please contact the Village Clerk, 9915 39th Avenue, Pleasant Prairie, WI (262) 694-1400.**

**PLEASANT PRAIRIE SPECIAL PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
5:30 P.M.
July 2, 2018**

A meeting for the Pleasant Prairie Plan Commission convened at 5:35 p.m. on July 2, 2018. Those in attendance were Michael Serpe, Chairman; Wayne Koessl; Jim Bandura; Bill Stoebig; John Skalbeck (Alternate #1) Brock Williamson (Alternate #2) and Michael Pollocoff. Judy Juliana was excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; and Peggy Herrick, Assistant Village Planner and Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CORRESPONDENCE.

4. CITIZEN COMMENTS.

5. UNFINISHED BUSINESS.

- A. Consider approval of the tabled Development Agreement are related Exhibits for the proposed commercial development of the vacant property generally located north of STH 165 along 120th Avenue (East Frontage Road) to be known as The Gateway at LakeView Corporate Park.**

Jean Werbie-Harris:

Trustee Serpe and members of the Plan Commission, the petitioner is requesting to develop the vacant property identified as Tax Parcel Number 92-4-122-193-0166. It's the land generally located at the northeast corner of Highway 165 and 120th Avenue or the East Frontage Road. And this would be for commercial development that may include restaurants, a gas station, car wash, c-store and/or multi-tenant commercial buildings. This develop will be known as The Gateway at LakeView Corporate Park.

On June 18, 2018, the Board approved a Certified Survey Map, Development Plans, Comprehensive Plan Amendments, and Zoning Map and Text Amendments for the project. At this time the attached Development Agreement is being considered related to the public and private improvements which include sanitary sewer, street trees, street lights within 120th Avenue, pedestrian path, some site work, grading work and other obligations of the developer and the Village as specified in the Development Agreement.

Tax Increment District #5, Amendment #1 includes reimbursements of certain costs for the following developer funded projects in The Gateway development as set forth in the Development Agreement. A general listing of those developer obligated public and private

improvements in TID #5, Amendment 1 is set forth below. Generally it includes general construction, sanitary sewer construction, water main construction, storm sewer construction, electrical improvements, some site grading improvements, State Trunk Highway 165 improvements and signalization, public street trees and boulevard plantings within the East Frontage road, and to remove and replace asphalt and concrete turn lanes in the East Frontage Road and Highway 165.

The Village is planning to issue a developer revenue bond also known as a Pay Go, pay as you go, or a municipal revenue obligation to the WisPark, LLC developer who will, in turn, provide their own financing for the installation and warranty of the projects as I noted. Repayment to WisPark of any developer revenue bond will be limited. However, based upon the terms set forth in the Village/WisPark, LLC executed Development Agreement to be executed for the projects. It may include only a portion of the annual tax increments collected in TID 5 subject to the appropriation by the Village Board. To the extent that revenues collected are insufficient and upon expiration of the district, the Village would have no further obligation financially to the developer. The Pay Go debt instrument is not considered a general obligation of the Village and does not count against the Village's statutory bonding capacity.

The Village will be constructing a new sanitary sewer lift station to service the remaining vacant land west of the Des Plaines River between CTH C and the State Line including lands west of the I-94 in Pleasant Prairie and Bristol pursuant to the Boundary Agreement with Bristol in 1997). The TID #5, Amendment 1 will include financial provisions to pay for the installation of the new lift station so that the developer will not need to pay an assessment for the lift station construction. However, the developer is willing to donate the approximate 10,800 square foot of land for the new lift station immediately east of the existing lift station. And, again, that conveyance instrument will be completed by the developer with the Village.

The new public street lights installed in 120th Avenue will be added to the LakeView West Street Lighting District with the ongoing street light obligation for the costs for electrical and facility energy and maintenance charges to be borne by the lot owners through the association. These will be considered We Energies' lights. They will not be lights owned by the Village of Pleasant Prairie.

The Declarations of Covenants for The Gateway, the by-laws and articles of incorporation are all considered exhibits to the Development Agreement, and this development will be subject to compliance with all of these documents being completed within 45 days of approval. With that I think Nathan wants to just describe a few of the other specific elements of the Development Agreement for you.

Nathan Thiel:

So for the record just and everyone is aware is appreciate your willingness to come out today. We actually got the developer's agreement finalized this afternoon around 2 p.m. So we feel that it's a little bit prudent that we at least go through some of the basic tenets of the agreement for your benefit.

The municipal revenue obligation that's going to be paying for the public improvements is \$2.8 million. And that obligation will be paid through TID 5 with increment generated by The

Gateway parcels and then also parcels owned by the CDA and WisPark to the north. So as improvements are made on those properties that will pay down the \$2.8 million.

As a part of the agreement you should also be aware that to establish declarations of covenants, conditions and restrictions for this development within 45 days. Preferably we would have liked to have had those declarations before your eyes today. But as far as time frames and making sure that we were able to get Kwik Trip ready to go I believe they're having their precon tomorrow. It was prudent for us to get the Developer's Agreement before you today. And then specifically we added language to address the dark store loophole to prevent exposure during the life of the TID. Those are probably the primary points. But if there are further questions we'd want to address those.

Mike Pollocoff:

Just real quick, if you got 45 days for those documents to come into agreement, if they don't do we just go straight to breach or how is that resolved?

Nathan Thiel:

That's a wonderful question. I don't think that we're going to end up going to breaching of the contract. Right now Kwik Trip is mostly in the site ready or the site preparation. We're not too concerned about the Kwik Trip development in general, but we want to make sure that the other lots are aligned. And so if it came to that clearly that would be a little bit of a nightmare. Jean, any comments?

Jean Werbie-Harris:

So they have about 30 to 45 days of grading work to be completed. And one of the conditions is that we have this declaration finalized --

Nathan Thiel:

Before the building.

Jean Werbie-Harris:

-- before the building permit is issued. There were about two or three specific points that we need to reach agreement on. We just didn't have time to do that. And we've done this before where we try to finalize all the points prior to bringing it to you. So our intent is to work on it over the next 30 days and to have this completed before.

Nathan Thiel:

Thank you, Jean. That was a good clarification, too.

Michael Serpe:

Any other comments or questions? What's your pleasure?

Wayne Koessl:

Move approval, Chairman.

Jim Bandura:

Second.

Michael Serpe:

**MOTION MADE BY WAYNE KOESSL AND SECONDED BY JIM
BANDURA FOR APPROVAL OF THE DEVELOPMENT
AGREEMENT. ALL IN FAVOR SAY AYE.**

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

6. ADJOURN.

Jim Bandura:

So moved.

Wayne Koessl:

Second.

Michael Serpe:

Motion made and seconded for adjournment. All in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

Meeting Adjourned: 5:42 p.m.

**PLEASANT PRAIRIE PLAN COMMISSION MEETING
VILLAGE HALL AUDITORIUM
9915 39TH AVENUE
PLEASANT PRAIRIE, WISCONSIN
6:00 P.M.
July 9, 2018**

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on July 9, 2018. Those in attendance were Michael Serpe, Chairman; Wayne Koessler; Deb Skarda; Jim Bandura; Bill Stoebig; John Skalbeck (Alternate #1); Brock Williamson (Alternate #2); and Michael Pollocoff. Judy Juliana was excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CONSIDER APPROVAL OF THE JUNE 11, JUNE 18 AND JUNE 25, 2018 PLAN COMMISSION MEETING MINUTES.**

Bill Stoebig:

So moved.

Mike Pollocoff:

Second.

Michael Serpe:

MOTION MADE BY BILL STOEBIG AND SECOND BY MIKE POLLOCOFF FOR APPROVAL OF THE JUNE 11TH, 18TH AND 25TH MINUTES. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

- 4. CORRESPONDENCE.**

5. CITIZEN COMMENTS.

Michael Serpe:

We have one item on the agenda tonight and there's no public hearings. If anybody is wishing to speak now is your opportunity. Anybody wishing to speak? Anybody wishing to speak? We'll close citizen comments.

6. NEW BUSINESS

- A. Consider the request of John Huggett of the Boldt Company for approval of Preliminary Site and Operational Plans (Stage 2) for full civil plans for the installation of on-site utilities and footing and foundations for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building to be located at the northwest corner of 104th Street (CTH Q) and 120th Avenue (West Frontage Road) within the Prairie Highlands Corporate Park.**

Peggy Herrick:

Plan Commission Chairman and Plan Commissioners, this is the consideration of the request of John Huggett of the Boldt Company for approval of Preliminary Site and Operational Plans, Stage 2, which includes the full civil plans for the installation of on-site utilities and footing and foundations for the proposed Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building which is proposed to be located at the northwest corner of 104th Street which is County Trunk Highway Q and 120th Avenue, the West Frontage Road, within the Prairie Highlands Corporate Park.

The petitioner has purchased approximately 64 acres of land located at that northwest corner of 120th Avenue and 104th Street within the Prairie Highlands Corporate Park for the construction and development of the Aurora Health Center-Pleasant Prairie Ambulatory Care Center and Medical Office Building.

The proposed \$130 million development would include approximately 100,000 square foot ambulatory care center, a three story, 100,000 square foot professional office building and associated surface parking and open space. The building is situated on the site to accommodate future expansion as healthcare needs of the community evolve. The planning and design of the proposed facility would preserve the site's woodlands and natural wetlands providing care in a natural and healing environment.

The proposed healthcare facility would offer new and expanded services in an ambulatory care center and professional office building. The facility is intended to meet the rapidly growing health care needs of individuals residing in the Village and the surrounding communities ensuring access to high-quality, cost effective care in a convenient location. Within the facility there will be operating rooms, imaging rooms, rehabilitation equipment, prep/recovery rooms, clinic exams, food service, a laboratory, pharmacy, and sterilization equipment. The equipment used within the facility will support the previously identified departments and rooms.

It is estimated that this facility will provide at full build out 260 full-time and 28 part-time employees working two shifts. This would include approximately 140 new jobs. There are a

total of 737 parking spaces within the site, and there are two separate entries with two dock service court areas as shown on the west side of the building.

It is anticipated that the average daily automobile trips would be 2,565 per day with an average of four daily truck trips per day. Access to this development will be from an internal roadway that connects a boulevard entrance to 120th Avenue and extends between 128th Avenue and the Frontage Road. There will be no direct driveway access to 104th Street, and there will be a total of three access points to the proposed from 128th Avenue.

Outlot 1 of the CSM 2866 north of the property will provide regional basins for Prairie Highlands Corporate Park and will also handle storm water for Aurora and the southern end of the Corporate Park. The grading of the Aurora lot and the stormwater facilities within the outlot will be completed by Aurora pursuant to the Development Agreement, which specifies the obligations and other requirements of the Village and Aurora, including the required public and private improvements for the Aurora development. As you may recall, this Development Agreement was recently approved by the Plan Commission and subsequently approved by the Village Board.

All public roadway improvements and public utilities serving the Aurora site have been designed and constructed, and construction is set to begin in July. The public improvements are intended to be installed by the Village and are anticipated to be completed late fall of 2019. The Village is coordinating the electrical services needed for the Prairie Highlands Corporate Park street lights, and Aurora is coordinating their on-site gas and electric service needs directly from We Energies.

As noted above the wetlands and the woodlands on the property are being preserved. Previous approvals: On April 2, 2018, the Village Board conditionally approved the Master Conceptual Plan. On June 11, 2018 the Plan Commission conditionally approved the Preliminary Site and Operational Plans for Stage 1 which was for the mass grading of the site. The mass grading permit was issued last week Thursday or Friday because we did receive their notice of intent from the DNR, the DNR Chapter 30 permit and the DNR, actually the DOT permits. So those all have been submitted and permits have been issues. If the work hasn't commenced it will commence probably this week. On June 18th the Village Board approved the Development Agreement and related exhibits that were executed by all parties on June 21, 2018.

So this Preliminary Site and Operational Plan for Stage 2 is the approval of the full final civil plans and all underground utilities which will allow for those permits to be pulled along with footing and foundation permits which includes this substructure concrete and vertical concrete sheet walls. This excludes the structural steel and the exterior facade details.

As plans continue to be developed the following approvals are expected: For State 3 this will be a Final Site and Operational Plan. This will be for the building shell, detailed landscaping plan, lighting plans and their Digital Security Imaging Agreement and signage plans. The final stage, Stage 4, will be their Final Site and Operational Plans for the interior buildout of the plans. Both these two sets of plans will be plan before the Plan Commission as the project continues.

Early footing and foundation and underground utilities are expected to begin in late July with building construction anticipated to begin later this summer or fall with the approval of the Stage 3 plans. The entire project is anticipated to be completed in the summer of 2020. There is a representative here for Aurora if there are any specific questions, however this is not a public hearing.

Michael Serpe:

Does the petitioner have anything to add? Comments or questions?

Wayne Koessl:

Mr. Chairman, if there aren't any comments I'll move approval subject to the comments and conditions of the Village staff report of July 9, 2018.

Deb Skarda:

I'll second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECONDED BY DEB SKARDA FOR APPROVAL OF THE PRELIMINARY SITE AND OPERATIONAL PLANS. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Just another addition to the west side of the I that's going to be a great service to the community, and it's certainly going to enhance the appearance of I-94 west side that once held adult book stores and a military junk yard. Welcome. Thank you.

7. ADJOURN.

Jim Bandura:

So moved.

Deb Skarda:

Second.

Michael Serpe:

Motion made and seconded for adjournment. All those in favor say aye.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

Meeting Adjourned: 6:08 p.m.

- A. Consider approval of a **Memorandum of Understanding** between the Village of Pleasant Prairie and the Wisconsin Department of Transportation regarding the public and private improvements required pursuant to the Main Street Market Traffic Impact Analysis along STH 165, STH 31 and Old Green Bay Road.

Recommendation:

Village staff recommends that the Plan Commission send a favorable recommendation the Village Board to approve the approve the **Memorandum of Understanding** as presented at July 23, 2018 meeting.

DEV1801-001

Memorandum of Understanding
between
THE VILLAGE OF PLEASANT PRAIRIE,
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes the agreement between the Village of Pleasant Prairie (Village) and the Wisconsin Department of Transportation (WisDOT) for the construction of Main Street Market Traffic Impact Analysis (TIA) improvements along WIS 165 and WIS 31.

GENERAL

- Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the Village of Pleasant Prairie.
- This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the Village and WisDOT.
- This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
- This MOU may be signed in counterparts.
- The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT's highway.
- Nothing in this MOU referencing costs that could be or will be incurred by the Village is intended to limit the Village's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

VILLAGE RESPONSIBILITIES:

- Complete the submittal of the access modification request to WisDOT that would eliminate the private driveway access from the Main Street Market development site to WIS 165 between WIS 31 and Old Green Bay and add a public street access to WIS 31 opposite of Jelly Belly Lane prior to pursuing a permit for the Main Street connection to WIS 31.
- Implement all improvements on all roadways under State jurisdiction listed as the responsibility of the Village/Developer in the State letter dated July 11, 2018 (see attached Exhibit) for the Main Street Market development as described below:
 - Implement the Phase One improvements prior to the opening of the Froedtert South Pleasant Prairie Medical Office Building.
 - Implement the Phase Two improvements prior to the opening of the buildings on the two sites south of the Froedtert Building.
 - Implement the Phase Three improvements with the construction of the new Main Street connection to WIS 31 or prior to the opening of any building within the Phase Three area (sites north of the Froedtert Building), whichever comes first.
- Provide all necessary right-of-way and all necessary temporary limited easements required to install all of the improvements defined for the Main Street Market development in the State letter dated July 11, 2018.
- Update the traffic impact analysis (TIA) in accordance with State Guidelines if the proposed uses within the development area change and would generate increased trips to WIS 31 or WIS 165. The Village will not be responsible for the design and construction of any

improvements from future updates to the TIA that are identified as background improvements.

WISDOT RESPONSIBILITIES:

1. Review and issue necessary permits to the Village for the required improvements within State right-of-way. All permit work shall conform to the standards of the State's Facilities Development Manual (FDM).
2. Review any required land divisions and approve those meeting requirements of State Statutes.
3. Review any future updated TIAs for this development and accept those that are technically correct.

Village of Pleasant Prairie

By: _____ Date: _____

John P. Steinbrink, Village President

Attest: _____ Date: _____

Jane C. Snell, Village Clerk

Wisconsin Department of Transportation

By: _____

Title: _____

Date: _____



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Dave Ross, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

July 11, 2018

JEAN WERBIE-HARRIS
VILLAGE OF PLEASANT PRAIRIE
9915 39TH AVENUE
PLEASANT PRAIRIE WI 53158-6501

Subject: Log #1338 – Development Submittal
Main Street Market
WIS 165, WIS 31
Kenosha County

Dear Ms. Werbie-Harris:

The traffic impact analysis (TIA) performed by Traffic Analysis and Design, Inc. (TADI) covering the Main Street Market development area has allowed the Department to understand the impacts of the subject development area and identify the necessary improvements. The attached lists the improvements that are to be constructed as a result of developments in this area.

The project can now proceed to the Department's Permit Process. The permit plans will require design preparation (please see attached plan requirements). **All permits will be issued to the maintaining authority and the design consultant will need to forward permit plans for review and submittal.**

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator, at (262) 548-6704. Kevin Koehnke at (262) 548-5891 will coordinate any permit issuance for this project. Please reference the log number (#1338) when forwarding all correspondence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Attachments

Cc: Tony Barth / Robert Elkin / Don Berghammer, DOT
Dave Brantner / Cindy Vande Leest, DOT
Tom Heydel / Chris Squires / Rebecca Klein, DOT
Kevin Koehnke / Patricia Reikowski / Susan Voight, DOT
Michael May, TADI

Project: Log #1338 Main Street Market
WIS 165, WIS 31, Kenosha County
Review Unit: Traffic Operations
Reviewer: Art Baumann/Laura Zavadil/Samantha Pawlak/Dan Malicki – SE Region
Date: July 11, 2018

Improvement Measures

General Notes

Design

- 1) Contact the WisDOT permit coordinator (Kevin Koehnke at 262-548-5891) prior to plan submittal to identify the plans that are required and obtain any supplemental design guidelines. Incomplete submittals will be returned without review.
- 2) The design for the improvements at all WisDOT intersections shall be prepared in accordance with the FDM requirements for design and plan preparation. The design shall accommodate the appropriate design and check vehicles per the FDM. All lanes are to be a minimum of 12 feet in width, unless otherwise specified (final width to be determined during design). All left-turn lanes *should* be opposing. All necessary drainage, utility, signage and pavement marking improvements shall be provided. The signing plan (separate plan sheets from other roadway improvement plan sheets) shall include sign details and signs that require moving. WIS 165 is an over-size, over-weight (OSOW) route west of WIS 31. WIS 31 is an OSOW route in the development area. This must be taken into account when designing the permit plans.
- 3) For questions regarding signing or pavement marking, please contact Tom Heydel at tom.heydel@dot.wi.gov or (262) 548-6763.
- 4) For questions regarding work zone traffic control plans please contact Rebecca Klein (rebecca.klein@dot.wi.gov) or the permit coordinator.
- 5) Pedestrian/Bicycle accommodations and ADA requirements shall be addressed where appropriate. Please contact Chris Squires, WisDOT Pedestrian/Bicycle Facilities Coordinator, at (262) 521-4417 or christopher.squires@dot.wi.gov with questions regarding pedestrian/bicycle accommodations.

Right of Way

- 1) A party other than the WisDOT shall acquire any required right-of-way for the improvements.

Utilities

- 1) Utility coordination may be the responsibility of the municipality/developer consultant representative) constructing the work.
- 2) Utility relocations that occur as a result of this work may not be covered under Wisconsin Administrative Rule TRANS 220. The municipality/developer (or their consultant representative) requesting the work shall be responsible for all costs associated with the needed relocation of any utility facility as a result of the work.

Access

- 1) Access may be granted in the form of a connection to WIS 31 adjacent to Jelly Belly Lane. **Access at this location is currently restricted by plat. Please contact Susan Voight at 262-548-8788 to coordinate the revision of the plat restriction. This process can take up to six months to complete, so early coordination is critical.** The location and number of accesses to the Main Street Market Development property on local roads shall be determined by the Village. This document does not constitute approval of granting access not analyzed to current or future state roadways for these developments.

- 2) **The municipality/developer (or their consultant representative) shall be responsible for notifying any offsite property or business owners whose access or operations will be impacted as a result of the proposed development. The municipality/developer shall provide the department with written documentation verifying that all impacted property or business owners have been contacted prior to permit submittal.**

Traffic Signals

- 1) The WisDOT Traffic Operations team reserves the right of first refusal to design the traffic signal plans for all intersections owned and maintained by WisDOT. Please contact Dave Brantner at (262) 548-8736 to discuss who will be responsible for designing the traffic signals. Traffic signal plans prepared by a consulting firm shall be submitted to Cindy Vande Leest for final approval by a WisDOT signal engineer. Upon receiving final approval, the consultant shall submit an original signed and sealed hard copy to Dave Brantner at (262) 548-8736. **Traffic signal plans submitted for permit without a WisDOT signal engineer signature approval will be returned.** Final electronic (AutoCAD) traffic signal plan files shall be submitted to Cindy Vande Leest prior to issuance of permit.
- 2) The design consultant retained by the developer/municipality shall contact Dave Brantner to schedule a scoping meeting prior to the signal design/update.
- 3) An engineering services agreement shall be required for the traffic signals work by WisDOT. This agreement will cover WisDOT signal design work and plan preparation (if any), the cost of any State furnished signal control equipment (above ground) and WisDOT staff time for site visits, coordination, review, and field inspection. **Requests for the engineering services agreement shall be made to Dave Brantner a minimum of 15 days prior to the scoping meeting. The engineering services agreement shall be signed and submitted to Dave Brantner prior to the submission of the electronic intersection geometric plans. A signed Engineering Services Agreement shall be in place prior to WisDOT performing any engineering services.**
- 4) Traffic signal plans shall be prepared in accordance with MUTCD, FDM and TSDM (Traffic Signal Design Manual) standards for all signalized intersections (current or proposed) whose design and/or operational improvements will conflict with the location of existing traffic signal system infrastructure (including, but not limited to: conduit, pull boxes, cabinets, signal poles, hardwire, and loop detectors), require readjustments to the current timing or phasing plans, or require the installation of additional or new signal infrastructure or hardware. **Plans shall be submitted in the proper format per FDM standards requirements to WisDOT or the consultant firm preparing the traffic signal plans. Current template and block libraries can be found at <http://www.dot.wisconsin.gov/business/engrserv/roadway-design-civil3d.htm>. Plans submitted shall be in the county coordinate system.** If further verification of signal infrastructure or timing impacts based on recommended improvements is needed, questions or concerns should be directed to the WisDOT Signal Operations team (Dave Brantner) prior to permit issuance.
- 5) **If traffic signal loops are to be placed on private property as part of the signal installation, a maintenance easement to the benefit of WisDOT shall be obtained from the private property owner.** The easement shall allow the WisDOT to enter the property at its discretion to maintain the loops. The easement shall encompass an area equal to the width of the driveway and extend from the road right-of-way to 20 feet past the furthest loop detector.

Phase One On-Site Medical Office Only Improvements

Phase One covers the improvements required for the proposed Froedtert building only. Construction of any other building within the development will require the implementation of the Phase Two and/or the Phase Three improvements.

Phase One Improvements

The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to the Froedtert building of the on-site development opening. WisDOT recommends the implementation of the outlined improvements to Village roadways.

Old Green Bay Road & South Driveway

- 1) Install stop control on the west approach.
- 2) The north approach should have a single southbound shared through/right-turn lane.
- 3) Construct the west approach to have a single eastbound shared left/right-turn lane.
- 4) The south approach should have a single northbound through lane.

Old Green Bay Road & Center Driveway/102nd Street

- 1) Install stop control on the west approach, resulting in two-way stop control.
- 2) The north approach should have one southbound lane (one shared left-turn/through/right-turn lane).
- 3) The south approach should have one northbound lane (one shared left-turn/through/right-turn lane).
- 4) Construct the west approach to have two eastbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The eastbound left-turn lane should provide a minimum storage length of 100 feet with proper taper.

Phase Two & Three On-Site Development Improvements

The improvements listed assume the Main Street connection to WIS 31 adjacent to Jelly Belly Lane will occur. Phase Two consists of the construction of the building identified in Phase One and construction of buildings on the two sites to the south of the Phase One building.

Phase Two Improvements

The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to any building in Phase Two of the on-site development opening exclusive of the Froedtert Building. WisDOT recommends the implementation of the outlined improvements to Village roadways.

WIS 31 & 95th Street/Dabbs Farm Road

- 1) The east approach shall have two westbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The westbound left-turn lane shall be continuous back to the Old Green Bay Road & 95th Street/Dabbs Farm Road intersection.

WIS 165 & WIS 31

- 1) The east approach shall maintain three westbound lanes (one exclusive left-turn lane, one through lane, one shared through/right-turn lane). The westbound left-turn lane shall provide a minimum storage length of 225 feet with proper taper. The westbound shared through lane/right-turn lane shall maintain 475 feet of storage and existing taper.

WIS 165 & Old Green Bay Road

- 1) A traffic signal is expected to be warranted between 2018 and 2028 due to the development of the sites studied. The traffic signal shall be installed at the intersection upon meeting the warrants and WisDOT authorizing its installation. The traffic signal will not be installed until the warrants have been met and WisDOT authorizes its installation. The signal shall be fully actuated. The signal shall be coordinated with the signal at WIS 165 & WIS 31. The future traffic signal warrant study and the traffic signal installation shall be performed at a cost to the developer/Village of Pleasant Prairie.
- 2) Construct a raised median on the north, west and east approaches. The median on WIS 165 shall be a minimum width of 24 feet.
- 3) The north approach shall have two southbound lanes (one shared left-turn/through lane, one exclusive right-turn lane). The southbound right-turn lane shall provide a minimum storage length of 150 feet with proper taper.
- 4) No improvements are required on the south approach for Phase Two.
- 5) The east approach shall have two westbound lanes (one exclusive left-turn, one shared through/right-turn lane). The westbound left-turn lane shall provide a minimum storage of 225 feet with proper taper.
- 6) The west approach shall have two eastbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The eastbound left-turn lane shall provide a minimum storage length of 225 feet with proper taper.

Roundabout Alternative

If desired, a roundabout may be constructed in lieu of a traffic signal for Phase Two of the development. Please see Phase Three for improvement details.

Old Green Bay Road & South Driveway

- 1) Construct a raised median on the north and south approaches. The median should be configured to prohibit northbound left-turn movements.
- 2) The north approach should maintain a single southbound shared through/right-turn lane.
- 3) The west approach should maintain a single eastbound shared left/right-turn lane.
- 4) The south approach should maintain a single northbound through lane.

Old Green Bay Road & Center Driveway/102nd Street

- 1) Construct a raised median on the north and south approaches.
- 2) The north approach should have two southbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The southbound left-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 3) The south approach should have two northbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The northbound left-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 4) Construct the west approach to have two eastbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The eastbound left-turn lane should provide a minimum storage length of 100 feet with proper taper.

Phase 3 Improvements

The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to any building in Phase Three of the on-site development opening. WisDOT recommends the implementation of the outlined improvements to Village roadways.

WIS 31 & 95th Street/Dabbs Farm Road

- 1) The east approach shall have three westbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The westbound left-turn lane shall remain continuous back to the Old Green Bay Road & 95th Street/Dabbs Farm Road intersection. The westbound right-turn lane shall be continuous back to the Old Green Bay Road & 95th Street/Dabbs Farm Road intersection.
- 2) No additional improvements are required at this intersection.

WIS 31 & Jelly Belly Lane/Main Street

- 1) An actuated traffic signal shall be installed at the intersection. The signal shall be coordinated with the WIS 165 & WIS 31 signal.
- 2) The north approach shall have four southbound lanes (one exclusive left-turn lane, two through lanes, one shared through/right-turn lane). The southbound left-turn lane shall provide a minimum storage length of 225 feet with proper taper.
- 3) Construct an east approach with two westbound lanes (one shared left-turn/through lane, one exclusive right-turn lane). The westbound right-turn lane shall provide a minimum storage length of 125 feet with proper taper.
- 4) The south approach shall have five northbound lanes (one exclusive left-turn lane, three through lanes, one exclusive right-turn lane). The northbound left-turn lane shall maintain 180 feet of storage with the existing taper. The northbound right-turn lane shall provide a minimum storage length of 225 feet with proper taper.
- 5) The west approach shall have one shared left/through-right/turn lane.

WIS 165 & 72nd Avenue

- 1) The south approach shall maintain two northbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The northbound left-turn lane shall be repainted to provide a minimum storage length of 150 feet with proper taper.
- 2) No additional improvements are required at this intersection.

WIS 165 & WIS 31

- 1) The east approach shall have four westbound lanes (one exclusive left-turn lane, two through lanes, one exclusive right-turn lane). The westbound left-turn lane shall maintain 225 feet of storage with proper taper. The westbound right-turn lane shall provide a minimum storage length of 275 feet with proper taper.
- 2) The south approach shall maintain have four northbound lanes (one exclusive left-turn lane, two through lanes, one exclusive right-turn lane). The northbound left-turn lane shall maintain 425 feet of storage with existing taper. The northbound right-turn lane shall provide a minimum storage of 275 feet with proper taper.

WIS 165 & Old Green Bay Road

Traffic Signal Alternative

- 1) A fully actuated traffic signal shall be installed at the intersection upon meeting the warrants and WisDOT authorizes its installation. **The traffic signal will not be installed until the warrants have been met and WisDOT authorizes its installation.** Prior to installing the traffic signal, the side streets shall be stop sign controlled. The future traffic signal warrant study and the traffic signal installation shall be performed as a cost to the Village of Pleasant Prairie. The signal shall be coordinated with the WIS 165 & WIS 31 signal.
- 2) Install a raised median on the south approach that extends from the WIS 165 intersection to the southern limits of the left turn lane taper.

- 3) The north approach shall have three southbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The southbound left-turn lane shall provide a minimum storage length of 225 feet with proper taper. The southbound right-turn lane shall provide a minimum storage length of 225 feet with proper taper.
- 4) The east approach shall have three westbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The westbound left-turn lane shall maintain 225 feet of storage with proper taper. The westbound right-turn lane shall provide a minimum storage length of 250 feet with proper taper.
- 5) The south approach shall have two northbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The northbound left-turn lane shall provide a minimum storage length of 150 feet with proper taper.
- 6) The west approach shall have three eastbound lanes (one exclusive left-turn lane, one through lane, one exclusive right-turn lane). The eastbound left-turn lane shall be extended to provide a minimum storage length of 325 feet with a 100-foot taper. The eastbound right-turn lane shall provide a minimum storage length of 225 feet with proper taper.

Roundabout Alternative

- 1) Construct a roundabout with one circulating lane on all approaches.
- 2) The north approach shall have one southbound lane (shared left-turn/through/right-turn lane).
- 3) The east approach shall have one westbound lane (shared left-turn/through/right-turn lane).
- 4) The south approach shall have one northbound lane (shared left-turn/through/right-turn lane).
- 5) The west approach shall have one eastbound lane (shared left-turn/through/right-turn lane).

Old Green Bay Road & Center Driveway/102nd Street

- 1) Consider all-way stop control or traffic signal control when warrants are met.
- 2) No additional improvements are required at the intersection.

Old Green Bay Road & North Driveway

- 1) Install stop control on the west approach.
- 2) Construct a raised median on the north and south approaches.
- 3) The north approach should have two southbound lanes (one through lane, one exclusive right-turn lane). The southbound right-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 4) The south approach should have two northbound lanes (one exclusive left-turn lane, one through lane). The northbound left-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 5) The west approach should be constructed with two eastbound lanes (one exclusive left-turn lane, one exclusive right-turn lane). The eastbound left-turn lane should provide a minimum storage length of 125 feet with proper taper. The eastbound right-turn lane should provide a minimum storage length of 100 feet with proper taper.
- 6) No additional improvements are required at this intersection.

Old Green Bay Road & Main Street

- 1) Consider all-way stop control or traffic signal control when warrants are met. Until then, the west approach should be stop-controlled.
- 2) Construct a raised median on the north and south approaches.

- 3) The north approach should have two southbound lanes (one through lane, one exclusive right-turn lane). The southbound right-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 4) The south approach should have two northbound lanes (one exclusive left-turn lane, one through lane). The northbound left-turn lane should provide a minimum storage length of 225 feet with proper taper.
- 5) The west approach should be constructed with two eastbound lanes (one exclusive left-turn lane, one exclusive right-turn lane). Each lane should be continuous back to the WIS 31 & Jelly Belly Lane intersection.
- 6) No additional improvements are required at this intersection.

Old Green Bay Road & Gas Driveway

- 1) Install stop control on the west approach.
- 2) The north approach should have a single shared southbound lane (shared through/right-turn lane).
- 3) The south approach should have two northbound lanes (one exclusive left-turn lane, one through lane). The northbound left-turn lane should provide a minimum storage length of 150 feet with proper taper.
- 4) The west approach should have a single shared eastbound lane (shared left-turn/right-turn lane).
- 5) No additional improvements are required at this intersection.

2028 Off-Site Development Improvements

The following improvements shall be designed, constructed and paid for by the Village of Pleasant Prairie/Developer prior to any of the off-site development opening. WisDOT recommends the implementation of the outlined improvements to Village roadways.

WIS 165 & WIS 31

- 1) The east approach shall maintain four westbound lanes (one exclusive left-turn lane, two through lanes, one exclusive right-turn lane). The westbound left-turn lane shall maintain a minimum storage length of 275 feet with proper taper. The westbound right-turn lane shall provide a minimum storage length of 325 feet with proper taper.
- 2) The south approach shall have five northbound lanes (one exclusive left-turn lane, three through lanes, one exclusive right-turn lane). The northbound left-turn lane shall maintain 425 feet of storage with existing taper. The northbound right-turn lane shall provide a minimum storage length of 325 feet with proper taper.
- 3) No additional improvements are required at this intersection.

WIS 165 & Old Green Bay Road

Traffic Signal Alternative

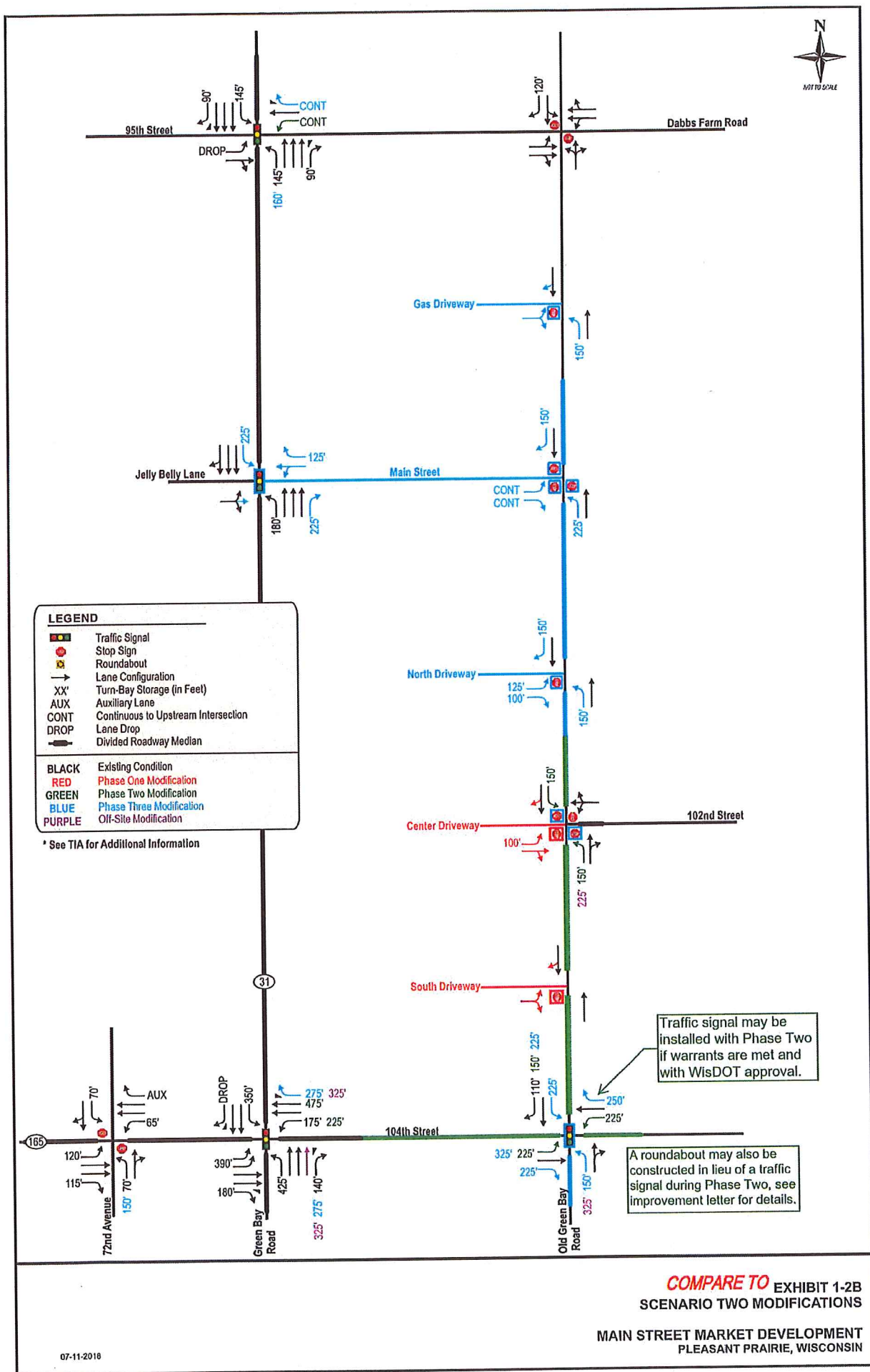
- 1) The south approach shall maintain two northbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The northbound left-turn lane shall provide a minimum storage length of 325 feet with proper taper.
- 2) No additional improvements are required at this intersection.

Roundabout Alternative

- 1) The west approach shall have two eastbound lanes (one shared left-turn/through lane, one exclusive right-turn bypass lane). The eastbound right-turn lane shall be constructed as a partial bypass lane, and shall provide a minimum storage length of 200 feet with proper taper.
- 2) No additional improvements are required at this intersection.

Old Green Bay Road & Center Driveway/102nd Street

- 1) The south approach shall maintain two northbound lanes (one exclusive left-turn lane, one shared through/right-turn lane). The northbound left-turn lane should provide a minimum storage length of 225 feet with proper taper.
- 2) No additional improvements are required at this intersection.



- B. **PUBLIC HEARING AND CONSIDERATION OF A FINAL CONDOMINIUM PLAT, DEVELOPMENT AGREEMENT AND RELATED EXHIBITS** for the request of Mark Eberle, P.E., of Nielson Madsen and Barber, on behalf of The Cottages at Village Green LLC, developer of the property located north of Main Street at 47th Avenue for the second phase of The Cottages at Village Green (41 condominium units, including 29 single unit buildings and 6 two unit buildings).

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the **Final Plat, Development Agreement and related Exhibits** subject to the comments and conditions of the July 23, 2018 Village Staff Report.

VILLAGE STAFF REPORT OF JULY 23, 2018

CONSIDERATION OF A FINAL CONDOMINIUM PLAT, DEVELOPMENT AGREEMENT AND RELATED EXHIBITS for the request of Mark Eberle, P.E., of Nielson Madsen and Barber, on behalf of The Cottages at Village Green LLC, developer of the property located north of Main Street at 47th Avenue for the second phase of The Cottages at Village Green (41 condominium units, including 29 single unit buildings and 6 two unit buildings).

Previous Approvals: On April 3, 2017, the Village Board conditionally approved the Conceptual Plan for The Cottages at Village Green Heights located north of Main Street at 47th Avenue and east of the extension of 98th Street. The Conceptual Plan included the development of a total of 72 condominium units (38 single unit buildings and 17 two unit buildings).

On June 5, 2017 the Village Board conditionally approved the Preliminary Condominium Plat (Resolution #17-21) for the development of 72 condominium units).

On August 21, 2017 the Village Board conditionally approved the Final Condominium Plat (Resolution #17-33) for the first phase of the development that included 31 condominium units (9 single unit buildings and 11 two unit buildings). In addition the Village Board also approved a Certified Survey Map, Development Agreement and The Cottages at Village Green Condominium Planned Unit Development (PUD) Ordinance (**attached**). The existing PUD allows for single unit buildings, more than one (1) building per property and slightly reduced setbacks. (Due to the reduced rear building setbacks, the decks will not be allowed to encroach into the setbacks and no fences will be allowed within the development). Provided that the buildings are all condominiums, all units will have individual entries with no common hallways, exterior materials are maintenance free and will include elements of natural stone or brick materials, and buildings types will provide a common theme without being monotonous.

Final Condominium Plat (Phase 2): At this time the petitioner is requesting approvals for the final phase of the development including 41 condominium units (29 single unit buildings and 6 two unit buildings). The proposed final phase of the development is consistent with the Village's Comprehensive Land Use Plan, including the Village Green Neighborhood Plan, the Conceptual Plan and the Preliminary Condominium Plat. The public roadways and all required easements were dedicated on CSM # 2841 and are also shown on the Condominium Plat. The wetlands on the property were zoned C-1, Lowland Resource Conservancy District and will remain protected. This entire development has a net density of 6 units per net acre. (Note: The net acres is calculated by excluding the public roadways and the wetlands from the total land area (12.915 acres minus 0.952 acre of wetlands=11.963 net residential acres).

The development will have four (4) different ranch condominium models ranging in size from 1,460 to 1,830 square feet and two 2-story (Cape Cod style) units ranging from 1,900 to 2,200 square feet. The housing units will provide for 2 or 3 bedrooms (with 1st floor master bedrooms), 2 or 2.5 bathrooms, full basements, 2 car garages, and covered porches. The site will be landscaped with lawn irrigation, foundation plantings and street trees. It is anticipated that the units will range in value from \$270,000 to \$370,000. The developer anticipates starting construction on the required public improvements this summer and projects that the development will be completed within 2 to 3 years.

Municipal sanitary sewer and water will be provided to service all of the condominium units within this development. As part of the Village Green Heights Addition #1 subdivision, sanitary sewer was installed in a portion of this area to service the development including

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within Main Street and along the 46th Court which connects to the sanitary sewer in the Meadowdale Estates Addition #1 Subdivision to the northeast. As part of the Phase 1 sewer and water were installed with South Cottage Lane and North Cottage Lane where other public roadway improvements were installed. Phase 2 will include the installation of sewer and water within 98th Street and water within a portion of 46th Court to service the remainder of the development.

The stormwater retention basin facility for this development has already been constructed and is located within the southeast corner of the site. The developer will be installing additional public storm sewer main and drainage system improvements to serve Phase 2 of the development.

The public roadways will be constructed pursuant to the Village specifications as noted in Chapter 405 of the municipal code, with a slight shifting with respect to the placement of the sidewalks as shown on the Plans.

Construction Site Access: The construction access to the development area for installing the roadway and utility infrastructure and building the condo units will continue to be from STH 165 going north on 47th Avenue into the development on 46th Court. The local roadways with the Village Green Heights development shall be avoided with heavy construction equipment when constructing the infrastructure and building the condominiums.

Transportation Improvement Fee: Pursuant to the ***attached*** Memorandum of Understanding executed in 2004 regarding contributions for STH 165 Corridor Improvements, the developer of this property is responsible for payment of \$50,000 to the Village at the time of final condominium plat approval. In addition, at the time that the each of the condo building permits is issued, the remaining \$50,000 shall be paid to the Village at a rate of \$694.44 per unit for future improvements to STH 165.

The Village staff recommends conditional approval of the Final Condominium Plat, Development Agreement and related Exhibits subject to the above comments and the following conditions:

1. **The following shall be finalized and submitted (*all documents shall also be submitted as a pdf*):**
 - a. The Original Final Condominium Plat, 5 full-size copies and the State DOA approval letter. Dedicated Public Street paragraph on Sheet 12 of 14 shall add the date of September 15, 2017 for the Development Agreement for Phase 1 and the date of _____, 2018 for the Addendum to the Development Agreement for Phase 2.
 - b. Five (5) copies of the Final Engineering Plans, Profiles and updated Specifications. **Update the project manual to include the Village Standard Specifications- 2018 Edition and make the following changes on Sheet 1 of the Engineering Plans.**
 - i. Remove Kristina Tranel and replace with Aaron Kramer as Deputy Planner/Deputy Zoning Administrator and update the email
 - ii. Remove Thomas Clark and replace with add Aaron Longrie as Deputy Fire Chief and update the email.
 - iii. Remove Richard Murphy.
 - iv. Modify Pre-Construction Note to identify that in addition to the names listed, the Owner, Project Superintendent and Site Utilities Contractor

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for the development shall be in attendance at the Pre-Construction meeting.

- c. The following shall be provided in paper and electronic format to the Village prior to the Pre-Construction meeting:
 - i. Pre-Construction Agenda
 - ii. Names, addresses, email addresses, phone numbers for the owner, project superintendent, engineer of record, GC, utilities contractor in the agenda.
 - iii. Emergency Contacts: names and phone numbers in the agenda.
 - iv. Site Logistics Plan shall identify job trailer location, gravel tracking pads, construction traffic route, contractor parking areas, site fencing, site signage, site security measures, etc.
 - v. Project Construction Schedule
- d. Executed copy of the First Amendment to the Declarations of Condominium for The Cottages at Village Green Condominium. **(Attach a copy of Exhibit A to the First Amendment).**
- e. An Addendum to the Development Agreement and Memorandum of Development Agreement shall be finalized.
- f. A copy of all of the signed contracts, certificates of insurance, and performance and payment bonds. **The contracts shall have the Property Owner's name as shown on the title of the property.** The certificates of insurance shall list the Property Owner's name and shall also list the Village of Pleasant Prairie as an insured party.
- g. A copy of the signed public street tree/landscaping contract, five (5) copies of the Public Street Tree/Landscaping Plan and certificate of insurance (listing the Village as an insured party).
- h. Five (5) copies of the private on-site Landscaping and Irrigation Plan.
- i. A copy of the We Energies contract and five (5) copies of the Street Lighting Plan.
- j. Street Signage Plan and cost estimate (to be provided by the Village Public Works Department).
- k. Cost estimate for the inspection and contract administration of the required public improvements (provided by the Village Public Works Department).
- l. Erosion Control Permit application, plans and related fee including the required Street Sweeping Cash Deposit.
- m. Work in the Right-of-Way application, plans and related fee.
- n. Five (5) copies of the Street Lighting Plan, including a copy of the We Energies electrical distribution system plan.
- o. A one year minimum Irrevocable Letter of Credit (LOC) or a Performance Bond (PB) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. The

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Itemized Cost Breakdown Exhibit will be prepared by the Village staff to determine the amount of the LOC/PB and the cash payments. *IMPORTANT: A draft LOC/PB equal to the cost breakdown analysis (need to verify proper format and dollar amount of prior submitting the Original).* The Cash payments and the "Final" LOC or PB shall be provided prior to the Village at the closing.

- p. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Condominium Plat and Memorandum of Development Agreement.
- 2. The Final Engineering Plans and Final Condominium Plat shall be submitted to the Village in electronic format which satisfies the following acceptance criteria. If you have any questions contact Matt Fineour, Village Engineer at (262) 925-6778.
- 3. Upon Village Board approval of the Final Plat and within 30 days of said approval the Village will host a closing to have the Plat, the Addendum (1st Amendment) to the Development Agreement and Exhibits executed and financial security provided to the Village. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing proof of recording to the Village within 72 hours of closing with the Village.
- 4. Following the closing, the Developer's engineer of record shall conduct a pre-construction meeting at the Village Hall with the owner, the contractors, and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
- 5. 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, the Village Design Standards and Construction Specifications Ordinance and the State of Wisconsin Statutes.
- 6. All Village fees incurred by the Village Community Development Department, Village Engineering Department and/or expert legal assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. Any conflicts between the Village Design Standards and Construction Specifications, Land Division and Development Control Ordinance will require compliance with the Village Design Standards and Construction Specifications.
- 7. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
- 8. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and as-built utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.

ORDINANCE # 17-39
**ORDINANCE TO CREATE THE COTTAGES AT VILLAGE GREEN HEIGHTS CONDOMINIUM
PLANNED UNIT DEVELOPMENT
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, to create The Cottages at Village Green Heights Condominium Planned Unit Development (PUD) pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

The Cottages at Village Green Heights Condominium Planned Unit Development

- a. It is the intent that The Cottages at Village Green Heights Condominium development, on the properties as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Village Green Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The properties are collectively known as units 1 through 31 including the future expansion area (units 32-72) and the associated common area within The Cottages at Village Green Heights Condominium (See ***Exhibit 1***) as recorded at the Kenosha County Register of Deeds Office and located in U.S. Public Land Survey Section 23, Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
 - (ii) The DEVELOPMENT shall be in compliance with the Declaration of Condominium for The Cottages at Village Green Heights Condominium, as may be amended with approval of the Village Board, and as recorded at the Kenosha County Register of Deeds office.
 - (iii) All public and private improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with the Development Agreement as approved by the Village Board on August 21, 2017 which is on file with the Village.
 - (iv) The DEVELOPMENT, including but not limited to, the buildings, retaining wall(s), landscaping, stormwater drainage and basin, street trees, provide site landscaping, sidewalks, exterior site lighting, monument sign etc., and the DEVELOPMENT as a whole, shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis on the exterior of the buildings and the common site areas within the DEVELOPMENT.
 - (v) All buildings and site modifications (including general building and commons area site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
 - (vi) All buildings/structures and all exterior additions, remodeling or alterations to any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified

The Cottages at Village Green Condominium
Planned Unit Development

residential development, including signage, lighting, sidewalks, street trees and site landscaping, etc. as approved by the Village.

- (vii) The Developer shall provide a fountain in the retention basin within the DEVELOPMENT.
 - (viii) No truck parking [e.g. semi-cab, semi-trailer, commercial trucks, 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.] is allowed to be parked within the DEVELOPMENT.
 - (ix) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
 - (x) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
 - (xi) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
 - (xii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
 - (xiii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership.
 - (xiv) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-113 related to the R-8 Urban Two-Family Residential District regulations is amended to read as follows:
 - A. Primary purpose and characteristics. The DEVELOPMENT will provide for a mixture of single and two unit buildings wherein the net density shall not exceed 6 dwelling units per acre.
 - B. Permitted uses/structures:
 - (1) 38 single unit buildings which shall include a private garage attached to each unit.
 - (2) 17 two unit buildings which shall include a private garage attached to each unit.
 - (3) Home occupations per Article VII of Chapter 420 of the Village Municipal Code.
 - (4) Driveways per § 420-46 of the Village Zoning Ordinance.

The Cottages at Village Green Condominium
Planned Unit Development

- (5) Decks and porches are part of the building therefore shall meet all the required building setbacks specified in this PUD Ordinance.
 - (6) Residential communication structures per § 420-90 of the Village Zoning Ordinance.
 - (7) Signs per Article X of Chapter 420 of the Village Municipal Code.
 - (8) Essential services, which may be constructed on the lot prior to construction of the permitted principal structure.
- C. Conditional uses. Conditional uses are those uses that require a special review and approval process because of their potential impact upon adjacent properties (see Article XVIII).
- (1) Model unit and related temporary real estate sales offices or marketing center located within the model unit or as a separate structure [see also § 420-148B(65) of the Village Municipal Code].
 - (3) Common recreational facilities accessory to the DEVELOPMENT which are planned and developed as a coordinated whole and are unified by covenants running with the land and not open to the general public, such as but not limited to in-ground swimming pools, hot tubs, sport courts, clubhouses, recreational trails, walking trails and tot lots located within the common areas of the development, provided that they are compatible with the surrounding neighborhood and serve the needs of the residents.
- D. Unclassified uses. It is recognized that it is neither possible nor practical to list all of the permitted accessory uses and structures that are compatible with those listed above in Subsection B, and therefore it is intended that said list of accessory uses and structures be only illustrative. Any individual aggrieved by a failure to list a permitted accessory use or structure in said subsection shall have the right to file a petition with the Village Zoning Administrator for determination. The Village Zoning Administrator, in making the determination, shall find that an accessory use or structure is subordinate to the permitted principal use of a structure, land or water, is located on the same lot or parcel and serves a purpose customarily incidental to the permitted principal use in said district.
- E. Design standards (See **Exhibit 2**).
- (1) No building or parts of a building shall exceed 35 feet in height.
 - (2) The minimum floor area of each unit (excluding garages, decks and porches) shall be 1,400 square feet.
 - (3) The dwellings shall be set on an enclosed permanent foundation with a full basement.

The Cottages at Village Green Condominium
Planned Unit Development

- (4) Placement of each structure shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
- (5) The main roof of the dwelling shall have a minimum roof pitch of 6:12, and the eaves on the main roof shall extend beyond the nearest vertical wall a minimum of one foot, or the roof pitch and/or eave length may be reduced as approved by the Village Zoning Administrator.
- (6) Permitted roof surface materials (including garages) include wood shakes, asphalt, fiberglass, composition or wood shingles, clay tiles, concrete tiles, slate or other appropriate roofing material as approved by the Village Zoning Administrator.
- (7) Permitted exterior materials (including garages) include brick, stone, masonry, concrete, stucco, wood, aluminum or vinyl siding or other appropriate siding material as approved by the Village Zoning Administrator.
- (8) The front facade of the structure shall be placed parallel to the street property line, unless it is determined by the Zoning Administrator that aesthetics, dwelling configuration, layout of the neighboring structures, curve of the road or environmental features on the lot prohibit the structure from being placed parallel to the street property line.
- (9) No more than two overhead garage doors per structure shall face directly toward a public right-of-way; this includes two single overhead garage doors or one double garage door.
- (10) All exterior additions or alterations shall be constructed of the same or complementary colors and materials and in the same architectural style as the principal structure.
- (11) The condominium dwelling layouts/sizes shall be substantially similar to the plans as attached in **Exhibits 1 and 2**, unless expressly approved by the Zoning Administrator.
- (12) A minimum of 40% of the DEVELOPMENT shall remain as open space and the units shall have landscaping around the foundation perimeter of the buildings as shown on the approved Landscape Plans (**Exhibit 3**).
- (13) Efforts shall be taken to avoid a monotonous architectural and color building appearance within the DEVELOPMENT.

F. Setbacks.

- (1) Street setback: minimum of 19.5 feet.
- (2) Wetland setback: 25 feet minimum from any wetlands.

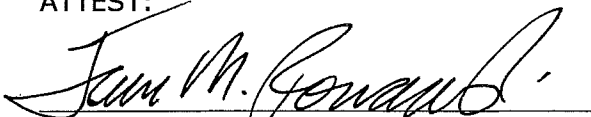
The Cottages at Village Green Condominium
Planned Unit Development

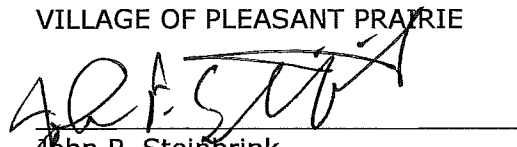
- (3) Side and rear setbacks: 10 feet minimum from the exterior boundaries of the DEVELOPMENT.
 - (4) Between buildings: 20 feet minimum.
 - G. Authorized sanitary sewer system. See § 420-32 of the Village Zoning Ordinance.
 - H. Authorized water supply system. See § 420-33 of the Village Zoning Ordinance.
- e. Amendments.
- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village 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 21st day of August 2017.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:


Jane M. Romanowski
Village Clerk


John P. Steinbrink
Village President

Posted: 10-17-2017
39-The Cottages PUD
CODE1706-006



EXHIBIT M

**MEMORANDUM OF UNDERSTANDING
REGARDING CONTRIBUTIONS FOR
WISCONSIN STATE TRUNK HIGHWAY 165 CORRIDOR IMPROVEMENTS**

THIS MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN TRUNK STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS (this "MOU") is entered into by and between **VILLAGE GREEN DEVELOPMENT, LLC**, a Delaware limited liability company, with a business address in care of Land & Lakes Development Co., 123 N. Northwest Highway, Park Ridge, IL 60068-0778 (together with its successors and assigns, hereinafter referred to as the "Developer"), and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin Municipal Corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village"), with regard to the following facts:

A. Developer is the owner of certain undeveloped property, consisting of 187 acres, legally described as follows:

THE SOUTHWEST QUARTER OF SECTION 23, AND THE WEST 30 ACRES OF THE SOUTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

(the "Property").

B. The Board of Trustees of the Village (the "Village Board") approved the Village Green Heights Final Plat of Subdivision on Feb. 2, 2004 (the "Final Plat of Subdivision"), subject to certain conditions, one of which is that the applicant and owner of the Property shall enter into a Development Agreement with the Village.

C. The Village and Land & Lakes Development Co., an Illinois corporation, the sole Manager of the Developer (the "Original Developer") have entered into a Development Agreement of even date herewith that sets forth the terms and conditions imposed by the Village in granting its approval of the Final Plat of Subdivision.

D. On the date hereof, but after executing and delivering the Development Agreement, and with the consent of the Village, the Original Developer conveyed its interest in the Property to the Developer and assigned to the Developer all of the Original Developer's right, title and interest in, to and under the Development Agreement, and the Developer assumed all of the obligations of the Original Developer under the Development Agreement.

E. The Development requires, among other things, that the Developer and Village shall enter into this MOU providing for the contribution by the Developer of funds for certain highway and roadway improvements hereinafter described in detail.

F. The Developer intends to develop the Property in stages as follows:

The first stage ("Stage 1") will, when the Final Plat of Subdivision is recorded in the Register of Deeds Office of Kenosha County, Wisconsin, consist of one hundred thirty-five (135) single-family lots to be shown on the Final Plat of Subdivision as Lots 1 through 135, inclusive, and two (2) "outlots" shown on the Final Plat of Subdivision as Outlot 4 and Outlot 6.

The second stage ("Stage 2"), subject to the approval by the Village of a Certified Survey Map and Plat of Condominium, will contain ten (10) buildings each containing four residential townhome units for a total of forty (40) residential townhome units with attached garages, all to be located on Outlot 1 (as shown on the Final Plat of Subdivision).

The third stage ("Stage 3"), subject to the approval by the Village of a Certified Survey Map and a Supplement to the Plat of Condominium, will contain seven (7) buildings each containing four residential townhome units for a total of twenty-eight (28) residential townhome units with attached garages, all to be located on Outlot 2 (as shown on the Final Plat of Subdivision).

The fourth stage ("Stage 4"), subject to the approval by the Village of a Plat of Resubdivision of Outlot 5 (as shown on the Final Plat of Subdivision) will contain eighty-three (83) single-family lots and two (2) "outlots," all to be located on Outlot 5 (as shown on the Final Plat of Subdivision).

The fifth stage ("Stage 5"), subject to the approval by the Village of a Certified Survey Map and a Plat of Condominium, will contain fifty (50) buildings each containing two residential townhome units for a total of one hundred (100) residential townhome units with attached garages on Outlot 3 (as shown on the Final Plat of Subdivision).

G. The southern portion of the Property abuts Wisconsin State Trunk Highway 165 ("STH 165"), a portion of which highway, from Wisconsin State Trunk Highway 31 ("STH 31") to Wisconsin State Trunk Highway 32 ("STH 32") (the "STH 165 Corridor") is, according to surveys and evaluations conducted by the Village, in general fair to poor condition. Based upon the traffic impact analysis prepared by the Developer's traffic engineer, with which the Village concurs, the Wisconsin Department of Transportation and the Village projects that increases in traffic attributable to development on the Property and on other property abutting or in the vicinity of the STH 165 Corridor will result in the need for improvements to STH 165.

H. The Village and the Wisconsin Department of Transportation desire to provide for the preparation of a corridor traffic study for the coordinated planning of the overall improvement of the STH 165 Corridor.

I. The Village's budget and public works schedule do not include the preparation of the STH 165 Corridor study or the installation of traffic-related improvements to the STH 165 Corridor that are reasonably necessary and required for the proposed development of the Property and certain other real property abutting or within the vicinity of the STH 165 Corridor, and there will be a substantial delay in the construction and installation of such improvements unless the Village apportions the cost thereof among the owners of such real estate, including, but not limited to, the Developer.

J. The Village has determined that there exists approximately 1,100 acres of developable real estate which either abuts or is within a one-half mile band on either side of the STH 165 Corridor (the

"Affected Property"), which, when developed, can be reasonably expected to generate additional traffic on the STH 165 Corridor, and receive the benefits of any traffic improvements thereto (the "Affected Property").

K. The Property is part of the Affected Property.

L. The Village has determined that development of the Affected Property would impose substantial burdens upon the Village which can be appropriately mitigated by the allocation of the cost of the STH 165 Corridor Improvements among the owners of land classified as Affected Property pursuant to agreements with owners of real estate classified as Affected Property substantially similar to this MOU.

M. The Village intends to enter into agreements similar to this MOU with the owners of other real estate that falls within the definition of "Affected Property" as a condition to the issuance of Village approval for development on such real estate (whether by rezoning, subdivision, the issuance of building permit(s) or otherwise).

THEREFORE, in consideration of the mutual provisions of this MOU and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village hereby agree as follows:

1. The recital Paragraphs set forth at the beginning of this MOU are incorporated as a part of this MOU as though fully set forth herein.

2. For purposes of this MOU, the following terms shall have the following meanings:

2.01 The "Transportation Improvement Fee" shall be calculated for a given parcel of real estate classified as Affected Property, including but not limited to, the Property, by multiplying the Cost Per Acre by the number of acres in such parcel.

2.02 The Cost per Acre shall be \$2,100.00, based on the Village's estimate of a total cost for the STH 165 Corridor Improvements of \$2,300,000.00, divided by the Village's estimate of 1,100 acres of developable land classified as Affected Property.

3. The Transportation Improvement Fee allocable to the Property by the formula set forth in Section 2.02 hereof is \$392,700.00, determined by multiplying \$2,100.00 by 187 acres. The Village has elected to give the Developer a credit of \$6,700.00 against the Transportation Fee in consideration of various concessions agreed to by the Developer in the Development Agreement which are not required under Village ordinances and regulations, resulting in a Transportation Improvement Fee for the Property equal to \$386,000.00.

4. The Developer and the Village have agreed that the Transportation Improvement Fee allocable to the Property shall be paid as follows:

4.01 The Transportation Improvement Fee for the entire Property shall be reallocated within the Property based upon the total number of dwelling units projected to be built in each stage of development on the Property, so long as the entire Transportation Improvement Fee for the Property is collected.

4.02 As a condition to the Village's approval of the Final Subdivision Plat:

(a) Developer shall pay to the Village \$67,500.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 135 dwelling units in Stage 1, at or prior to the time the Final Subdivision Plat is recorded; and

(b) The Village shall have the right to collect the remainder of the Transportation Improvement Fee attributable to the Development on the following basis: \$500.00 per single-

family lot for each of Lots 1 through 135, inclusive, shall be paid by the owner of such lot to the Village at the time of , and as a condition precedent to the issuance of a building permit for such lot.

4.03 As a condition to the Village's approval of a Plat of Condominium for Outlot 1:

(a) Developer shall pay to the Village \$20,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 40 condominium units in Stage 2, at the time that the Village approve the Plat of Condominium for Outlot 1; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 2 on the following basis: \$500.00 per condominium unit to be built on Outlot 1, which shall be paid by the owner of Outlot 1 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

4.04 As a condition to the Village's approval of a Supplemental Plat of Condominium for Outlot 2:

(a) Developer shall pay to the Village \$14,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 28 condominium units in Outlot 2 at the time that the Village approves the Supplemental Plat of Condominium for Outlot 2; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 3 on the following basis: \$500.00 per condominium unit to be built on Outlot 2 shall be paid by the owner of Outlot 2 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

4.05 As a condition to the Village's approval of a Plat of Resubdivision for Outlot 5:

(a) Developer shall pay to the Village \$41,500.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 83 dwelling units in Stage 4 at the time the Final Plat of Resubdivision for Outlot 5 is recorded; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 4 on the following basis: \$500.00 per single-family lot on resubdivided Outlot 5 shall be paid by the owner of such lot to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such lot.

4.06 As a condition to the Village's approval of a Plat of Condominium for Outlot 3:

(a) Developer shall pay to the Village \$50,000.00, constituting fifty percent (50%) of the Transportation Improvement Fee attributable to the 100 condominium units in Stage 5 at the time that the Village approves of the Plat of Condominium for Stage 5; and

(b) The Village shall have the right to collect the remaining fifty percent (50%) of the Transportation Improvement Fee attributable to Stage 5 on the following basis: \$500.00 per condominium unit to be built on Outlot 3 shall be paid by the owner of Outlot 3 to the Village at the time at the time of , and as a condition precedent to the issuance of a building permit for such condominium unit.

\$ 50,000 / 72 units
\$ 694.44 per unit
at time of building
permit

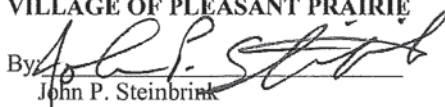
5. The Village shall enter into agreements substantially similar to this MOU with the owners of other real estate that falls within the definition of "Affected Property" as a condition to the issuance by the Village of approval for development on such real estate (whether by rezoning, subdivision, the issuance of building permit(s) or otherwise); provided, however, that the Village may, in its discretion, allocate the Transportation Improvement Fee for a given property among parcels subparcels constituting such property, or based upon the number or square footage of buildings on such property, or any other basis agreed to by the Village and the owner of such property, so long as the entire Transportation Improvement Fee for such property is collected.

6. The Village shall establish a separate fund (the STH165 Improvement Fund") into which shall be paid the amounts paid by the Developer pursuant to this MOU and paid by the owners of other real estate classified as Affected Property which shall be used by the Village solely for the planning, design and construction (but not the maintenance) of the STH 165 Corridor Improvements. The STH 165 Corridor Improvements shall include, but are not limited to: (a) improvements of the intersection of STH 165 and County Trunk Highway ML; (b) improvements of the intersection of STH 165 and County Trunk Highway EZ; (c) improvements of the intersection of STH 165 and STH 31; (d) acquisition of right-of-way in connection with the foregoing; (e) widening and resurfacing of STH 165; and (f) planning, engineering and administrative costs associated with the foregoing.

7. If the Village fails or is prohibited by law from requiring any owner of property which is Affected Property to enter into an agreement substantially similar to this MOU or to collect when due the Transportation Improvement Fee from any owner of property which is Affected Property, then Developer and any other person or entity which has paid a portion of the Transportation Improvement Fee with respect to the Property, shall be entitled to a refund of the amount therefore paid.

IN WITNESS WHEREOF, the Developer and the Village have caused this **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS** to be signed and dated as of this 2nd day of February, 2004.

VILLAGE OF PLEASANT PRAIRIE

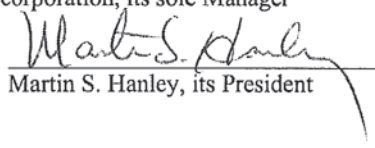
By: 
John P. Steinbrink
Village President

ATTEST:

By: 
Jane M. Romanowski, CMC
Village Clerk

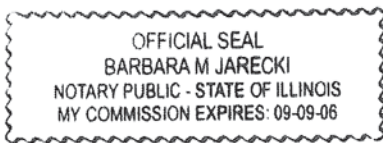
VILLAGE GREEN DEVELOPMENT, LLC, a Delaware limited liability company

By: **LAND & LAKES DEVELOPMENT CO.**, an
Illinois corporation, its sole Manager

By: 
Martin S. Hanley, its President

STATE OF Illinois)
)SS:
Cook COUNTY)

This **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS**
FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS was
acknowledged before me this 2nd day of February, 2004 by Martin S. Hanley, President of
Land & Lakes Development Co., an Illinois corporation, in its capacity as the sole Manager of Village
Green Development, LLC, a Delaware limited liability company.



Barbara M. Jarecki
Print Name: Barbara M. Jarecki
Notary Public, Cook County, State of Illinois
My Commission expires: 09-09-06

STATE OF WISCONSIN)
)SS:
KENOSHA COUNTY)

This **MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS**
FOR WISCONSIN STATE HIGHWAY 165 CORRIDOR IMPROVEMENTS was
acknowledged before me this 2nd day of Feb., 2004 by John P. Steinbrink, Village President and
Jane M. Romanowski, Village Clerk.

Jean M. Werbie
Print Name: Jean M. Werbie
Notary Public, Kenosha County, State of Wisconsin
My Commission expires: 2/12/06



This Agreement Drafted by:
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

**ADDENDUM (1st AMENDMENT) TO THE DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND
THE COTTAGES AT VILLAGE GREEN, LLC REGARDING THE
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS FOR THE
THE COTTAGES AT VILLAGE GREEN**

JULY 18, 2018

DRAFT

**ADDENDUM (1st AMENDMENT) TO THE DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND
THE COTTAGES AT VILLAGE GREEN, LLC REGARDING THE
REQUIRED PUBLIC AND PRIVATE IMPROVEMENT OBLIGATIONS
FOR THE EXPANSION PHASE (PHASE 2)
OF THE COTTAGES AT VILLAGE GREEN CONDOMINIUM DEVELOPMENT**

This is an Addendum (1st Amendment) to the Development Agreement (hereinafter referred to as the "Amendment") for the Required On-Site Private Improvement and Public Improvement obligations for N. Cottage Lane, S. Cottage Lane, 46th Court and 98th Street (Expansion Phase 2 or Phase 2) and for The Cottages at Village Green Condominium Development, which was entered into by and between The Cottages at Village Green, LLC, Douglas K. Stanich, Managing Member with a business office address located at P.O. Box 580412, Pleasant Prairie, WI 53158 (hereinafter referred to as the "Developer") and the Village of Pleasant Prairie, a Wisconsin Municipal Corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (hereinafter referred to as the "Village") on September 15, 2017. This Amendment to the Development Agreement modifies the legal description to include additional land area or Expansion Phase 2 area for The Cottages Condominium Development Phase 2 (hereinafter referred to as the "Development") regarding the Developer's obligations for the completion of the public and private infrastructure and site related improvements.

Expansion Phase 2 Property described as follows:

The Cottages at Village Green Condominium Development as recorded at the Kenosha County Register of Deeds Office and further identified as Lots 2, 3, and 4 of Certified Survey Map No. 2841, a Re-Division of Outlot 9 of the Village Green Heights Addition #1, being that part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of U.S. Public Land Survey Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, Kenosha County, WI and further identified as Tax Parcel Numbers 92-4-122-233-2032, 92-4-122-233-2033, and 92-4-122-233-2034.

Witnesseth:

WHEREAS, the Developer has requested an Amendment to the referenced September 15, 2017 Development Agreement in order to include additional land area (Expansion Phase 2 area) within the Development in order to commence public and private infrastructure improvements for the development of 35 additional buildings containing 41 additional condominium units in The Cottages at Village Green Phase 2 Condominium (Units 32-72); and

WHEREAS, the Amendment modifies the September 15, 2017 Development Agreement by the inclusion of Phase 2 Property. All obligations set forth in the September 15, 2017 Development Agreement shall be extended to include the Phase 2 Property, including, but not limited to the site and roadway grading, public and private utility work, water, storm sewer and sanitary sewer system work, along with the storm water improvements; the public roadway work including proof roll of subgrade within the public rights-of-way, and installation of the base and surface courses for the roadway and curb and gutter, sidewalks, street trees, street lights and street signage shall be completed, inspected and accepted by the Village Public Works Department pursuant to the Village's Ordinances and approved Construction Specifications, Plans and Profiles on file with the Village; and

WHEREAS, the Amendment modifies the Development Agreement to include the Village's approvals for the Expansion Area Condominium Plat; contractor executed proposals, performance and payment bond and insurance certificates; cost breakdown estimate of probable construction and inspection costs spreadsheet and financial security; updated public street signage plan; amended Condominium Declarations; and conditional approvals by the Village Plan Commission and Village Board Resolution.

NOW, THEREFORE, in consideration of the mutual provisions of the previously executed Development Agreement for The Cottages at Village Green Condominium and approval of this Amendment, the Developer and the Village hereby agree as follows:

1. The Developer shall be responsible for any damages to any of the existing Phase 1 Development required public improvements during the warranty period that were installed and Village inspected until to the Village's Resolution of final acceptance.
2. The Developer shall be responsible for costs associated with the installation, construction and the Village's inspection and acceptance of the required public and private improvements in Phase 2 pursuant to the approved Construction Plans, Specifications and Profiles, Village Ordinances and approved Exhibits that are on file with the Village.

3. Unless specifically modified by this Amendment, all other provisions and covenants contained within the September 15, 2017 Development Agreement and Memorandum of Development Agreement file with the Village and said Agreements shall remain in full force and effect for the Development.
4. The following Development Agreement Exhibits are included in this Amendment by reference and are noted as being On File at the Village offices for the Expansion Phase 2 Condominium Development. The new Exhibits for Phase 2 are bolded and included as attachments to this Agreement:

EXHIBIT A

Construction Related Documents: On File.

1. Engineering Construction Plans, Profiles and Specifications dated August 24, 2017;
2. Development Agreement Memorandum for the Water, Storm Sewer and Sanitary Sewer Lateral Exceptions and for Sidewalks and Street Tree Installations;
3. Village Work in the Right-of-Way and Erosion Control and Notice of Intent Permits;
4. Sanitary Sewer and Water Approval Letters from the Village, Kenosha Water Utility (KWU), Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Wisconsin Department of Natural Resources (WI DNR);
5. Vacation of Sanitary Sewer, Access and Maintenance Easement (sanitary sewer is now in dedicated right of-way);
6. Temporary Water Main, Access and Maintenance Easement for The Cottages at Village Green, LLC (east of Main Street); and
7. Water Main, Access and Maintenance Easement for the Village of Pleasant Prairie (east of Main Street).
8. Master Site Grading Plan with Temporary Topsoil Stockpile (east of 98th Street).

EXHIBIT B

Certified Survey Map # 2841. On File.

EXHIBIT C

The Cottages at Village Green Condominium Plat and Village Board of Trustees Resolution # 17-33. On File.

The Cottages at Village Green Condominium Plat and Village Board of Trustees Resolution # 18-__.

EXHIBIT D

Public and Private Landscaping Plan (Landscaping Plan with Executed Breezy Hill's Contract for Public Street Trees and Certificate of Insurance listing both The Cottages at Village Green LLC and the Village of Pleasant Prairie as insured parties). On File.

EXHIBIT E	Public Street Lights Plan (3 Paragon fixtures with 15' concrete poles) (Street Lighting Plan, We Energies (Night Aura) Executed Contract for Public Street Lights, NMB estimate for street pole staking and the Gas and Electric Distribution Plans). <u>On File.</u>
EXHIBIT F	Public Street Signage Plan (Street Signage Plan prepared by the Village Public Works Department).
EXHIBIT G	Public Improvements Executed Contract (Reesman's Excavating), Performance and Payment Bond and Certificate of Insurance (Executed Contracts, Performance and Payment Bonds and Certificate of Insurance listing both The Cottages at Village Green, LLC and the Village of Pleasant Prairie as insured parties).
EXHIBIT H	Copy of the original Letter of Credit (LOC) for Public Improvements (original in safe at Village Hall) and Cash Payments Receipt for: <ol style="list-style-type: none">1. STH 165 Transportation Improvement Fees Developer Contribution - \$50,000.00;2. Finance Department Administrative Fee - \$_____;3. Street Sweeping and Erosion Control Permit - \$4,150.00; and4. Work in the Right-of-Way Permit Fee - \$150.00
EXHIBIT I	Itemized Letter of Credit and Cash Payments Cost Breakdown (Cost Breakdown for Improvements including Sewer Cleaning, Televising, Street Signage, Street Lights, Street Trees, Construction related Services-Field Staking, Inspections and Administration Cost Estimate, Contingency, and Transportation Improvement Fees).
EXHIBIT J	Village Board Ordinance #17-38 and # 17-39 for Planned Unit Development (PUD) Text and Map Amendments (PUD Documents). <u>On File.</u>
EXHIBIT K	Executed Declaration of Condominium for The Cottages at Village Green Amendment (Declarations).
EXHIBIT L	Executed By-Laws of The Cottages at Village Green Condominium (By-Laws). <u>On File.</u>
EXHIBIT M	Recorded Articles of The Cottages at Village Green Condominium Association, Inc. (Articles). <u>On File.</u>

- EXHIBIT N Memorandum of Understanding Agreement regarding Village Green Development Transportation Improvement Fees as amended. On File.
- EXHIBIT O **Estimate of Probable Costs for:**
1. Village Public Works Public Inspection and Administrative Related Services for Public Improvements (*Cost Estimates per DPW*).
2. Nielsen Madsen Barber Private Engineering Services/Surveying (*Cost Estimates per NMB*).
- EXHIBIT P Executed Ownership/Operating Documents for The Cottages at Village Green, LLC (Operating documents). On File.
- EXHIBIT Q Executed Memorandum of Development Agreement (Memorandum to be recorded). On File.
- EXHIBIT R **Village Board Staff Memorandum and Conditions of Approval for The Cottages dated August __, 2018 (Board and Staff Comments).**

IN WITNESS WHEREOF, the Developer and the Village have caused this Amendment to be signed and dated as of this ____ day of _____, 2018.

Signatures are on the next pages.

THE COTTAGES AT VILLAGE GREEN, LLC

By: _____

Name: Douglas K. Stanich

Title: Managing Member

STATE OF Wisconsin)
)SS
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie, WI on _____, 2018, by Douglas K. Stanich as the duly authorized Managing Member of The Cottages at Village Green, LLC.

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public: Kenosha County, State of WI
My Commission (expires) on: _____

Additional signatures on the next page.

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN

By: _____

Name: John P. Steinbrink

Title: Village President

ATTEST:

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____
____, 2018 by John P. Steinbrink and Jane C. Snell, as duly authorized Village President and
Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin Municipal
Corporation.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public: Kenosha County, State of
Wisconsin

My Commission expires: _____

This document drafted by:
Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Residential/Cottages at Village Green/1st amendment.docx
PP1710-001

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

The undersigned, being the Declarant for The Cottages At Village Green Condominium, a residential condominium community created pursuant to that certain Declaration of Condominium for The Cottages At Village Green Condominium, dated September 13, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 29, 2017 as Document No. 1805201, and amended by an Affidavit of Correction dated December 12, 2017 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 15, 2017 as Document No. 1810239 (together the "Declaration"), which established The Cottages at Village Green Condominium (the "Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 2 of this First Amendment to the Declaration of Condominium; to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"); and to establish additional limited common area, all pursuant to the provisions of the Declaration.

1. Address of Condominium

The address of the condominium, after this Amendment, shall be as set forth in **Exhibit A** which is attached hereto and incorporated by reference herein.

2. Description of Land

The land owned by the Declarant and added to the Condominium as described in Section 1 of the Declaration is the entire expansion area described in Exhibit D which was attached to the original Declaration. The legal description of the expansion area which is being added to the Condominium by this Amendment is contained in **Exhibit B** which is attached to this Amendment and incorporated by reference herein.

3. Description of Buildings, Units, Common Elements, and Limited Common Elements

35 additional buildings containing a total of 41 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as **Exhibit B**. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. The construction and boundaries of the Units being added by this Amendment shall be as described in Sections 3 and 4 of the Declaration, and the floor plans attached to this Second Amendment as part of **Exhibit B**. The location of the added Units shall be as set forth in **Exhibit B** which is attached to this Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on **Exhibit B** attached to this Amendment. After the recording of this Amendment, the Condominium shall consist of a total of 72 residential Units and attached garages located in 55 buildings.

4. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-seventy-second (1/72) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

5. Easements / Restrictions / Dedications / Notices

Unit Owners are notified of the existence of various easements, restrictive covenants, dedications and notices which affect the Condominium. This information is detailed in the Declaration of Condominium; the Condominium Plat; the First Addendum to the Condominium Plat; the recorded Certified Survey Map; and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin. Unit Owners are directed to carefully review these documents to determine the extent and location of easements and public dedications, and to determine how the Condominium and the individual units are affected by the restrictions and notices.

6. Continuing Effect of Declaration

Except as amended by this First Amendment, the Declaration as herein defined shall remain in full force and effect.

Executed this _____ day of _____, 2018.

The Cottages At Village Green, LLC

By: _____
Douglas K. Stanich Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2018, the above named Douglas K. Stanich, to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

*

NOTARY SEAL

Notary Public - State of Wisconsin

My commission expires: _____

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Address of Condominium

EXHIBIT B

First Addendum To Condominium Plat



FINAL PLAT AND FINAL CONDOMINIUM PLAT APPLICATION

Development Name: The Cottages at Village Green Condominium

General Location of Development: Main Street & 47th Avenue

Tax Parcel Number(s): 92-4-122-233-0029

Number of Lots: 4 Number of Outlots: _____

Size of Development: 17.9 acres. Zoning District(s): R-8

Select All that Apply:

- ☐ The Development abuts or adjoins State Trunk Highway _____
- ☐ The Development abuts or adjoins County Trunk Highway _____
- ☐ The Development abuts the Kenosha County Bike Trail

Number of Copies Submitted: 21 (See below for required number)

Plat Copies required	# of Copies	To be Sent by the Village to:
All Plat	3	Village Staff
All Plats	1	Building Inspection Dept. for address map
All Plats	3	Kenosha County Planning and Development
All Plats	2	Kenosha County Division of Highways
All Plats	2	Wisconsin Department of Commerce*
If Development abuts/adjoins a STH	3	Wisconsin Department of Transportation
If the Development is within 500 feet of a shoreland/floodplain jurisdictional area or includes wetlands.	1	Wisconsin Department of Natural Resources
All Plats	1	U.S. Army Corp of Engineers
All Plats	1	Southeastern WI Regional Planning Commission
All Plats	1	WE Energies—Gas Operations
All Plats	1	WE Energies—Electric Operations
All Plats	2	AT & T
All Plats	2	Kenosha Unified School District
All Plats	1	Time Warner Cable
All Plats	1	Pleasant Prairie Post Office

* Applicant is responsible for sending the Plat and required application and review fee to the State.

In addition, the following shall be submitted:

- ☒ 1 PDF copy of the Final Plat
- ☒ Final Plat application fee
- ☒ 3 sets of Final Engineering Plans, Profiles and Specifications and a PDF copy
- ☒ 3 sets of Landscape Plans and a PDF copy
- ☒ 3 sets of Street Lighting Plan and a pdf copy
- ☒ 3 sets of Signage Plans and a pdf copy
- ☒ Ownership and Operating Documents and a PDF copy
- ☒ Declarations of Covenants, Restrictions and Easements and a PDF copy
- ☒ Articles of Incorporation for the Neighborhood Association and a PDF copy
- ☒ By-Laws and a PDF copy
- ☒ Contracts, Performance Bonds and Certificate of Insurance and a PDF copy
- ☒ PDF color rendering of the Final Plat, Landscape Plans and any other renderings to explain the project
- ☒ Any other information as specified by the Village

Upon receipt of a complete application, the Village will schedule the required Public Hearing. The Village will notify adjacent property owners, within 300 feet of the property, of the public hearing, publish an official notice at least 10 days prior to the hearing in the Kenosha News and post the notice in three public places within the Village. The Village Plan Commission will hold a public hearing and make a recommendation to the Village Board who will make a final determination of the proposal. **The applicant shall appear at the Village Plan Commission meeting for the Public Hearing and shall appear for final action on the application at the Village Board Meeting.**

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

I (We), have submitted a draft Final Plat for an initial review by the Village Community Development Director prior to submitting this application.

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

PROPERTY OWNER:

Print Name: Laddie Investments, LLC.

Signature: 

Address: 123 N. NW Highway

Park Ridge IL 60068
(City) (State) (Zip)

Phone: (847) 825-5000

Fax: (847) 825-0887

Email: mhanley@land-and-lakes.com

Date 6-20-17

APPLICANT/AGENT:

Print Name: Mark D. Eberle

Signature: 

Address: 1458 Horizon Blvd. STE. 200

Racine WI 53406
(City) (State) (Zip)

Phone: 262-634-5588

Fax: 262-634-5024

Email: meberle@nmbssc.net

Date: June 20, 2017

DEVELOPER:

Print Name: Douglas K. Stanich

Signature: 

Address: P.O. Box 580412

Pleasant Prairie WI 53158
(City) (State) (Zip)

Phone: (262) 925-3020

Fax: N/A

Email: douglasstanich@gmail.com

Date June 20, 2017

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

SITE SURVEY / BUILDING EXTERIOR
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

Legal Description

Certified Survey Map No. 2841 a Re-Division of Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

Certification

I, Mark R. Madsen, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

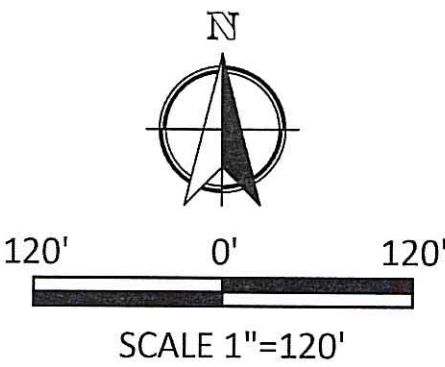
This plat is a correct representation of The Cottages at Village Green Condominium - Phase 2 as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Saab Design Architectural Services, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Mark R. Madsen
Nielsen Madsen + Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
(262) 634-5588



Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08" E	276.80
C3	20.00	31.70	S42° 57' 32" E	28.48
C4	20.00	31.70	N47° 51' 19" E	28.48
C5	3750.00	179.45	S85° 22' 00" E	179.43
C6	333.00	29.65	N87° 15' 23" E	29.64
C7	267.00	23.78	N87° 15' 23" E	23.77
C8	383.00	187.66	N81° 15' 30" W	185.79

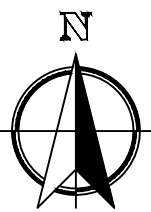
LEGEND

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927.

- CONC. MON. W / BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

DIMENSIONED SITE PLAN
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



120' 0' 120'
SCALE 1"=120'



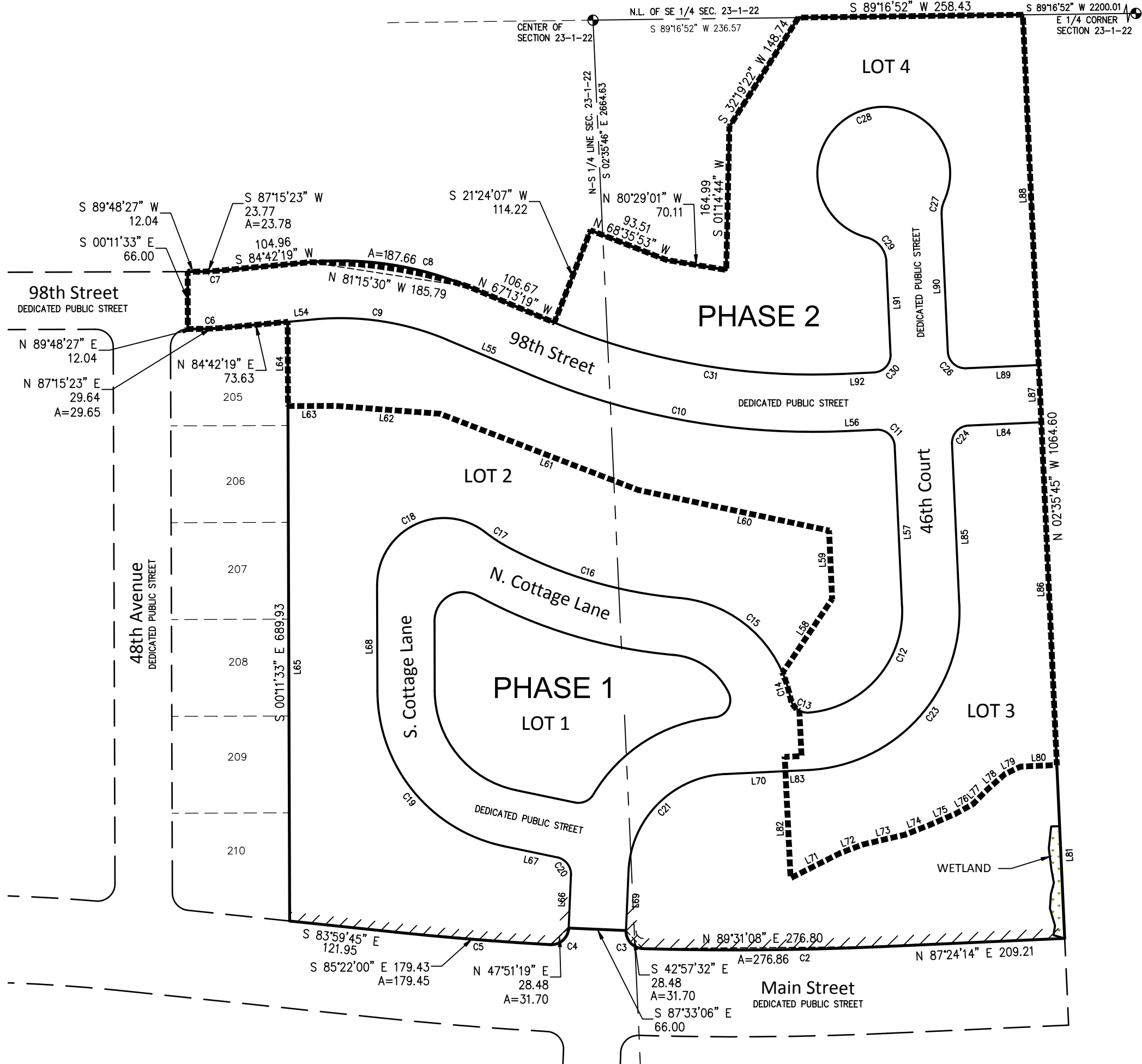
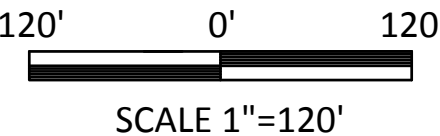
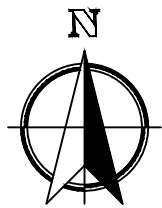
LEGEND

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927.

- CONC. MON. W / BRASS CAP FOUND
- NO VEHICULAR ACCESS
- PHASE LINE

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

PHASE 2 AREA
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



Curve Table				
Curve #	Radius	Arc	Chord Direction	Chord Length
C2	3750.00	276.86	N89° 31' 08"E	276.80
C3	20.00	31.70	S42° 57' 32"E	28.48
C4	20.00	31.70	N47° 51' 19"E	28.48
C5	3750.00	179.45	S85° 22' 00"E	179.43
C6	333.00	29.65	N87° 15' 23"E	29.64
C7	267.00	23.78	N87° 15' 23"E	23.77
C8	383.00	187.66	N81° 15' 30"W	185.79
C9	317.00	155.32	N81° 15' 19"W	153.77
C10	836.00	368.89	N79° 54' 35"W	365.90
C11	20.00	31.42	N47° 35' 45"W	28.28
C12	117.00	179.27	N41° 17' 58"E	162.24
C13	20.00	29.25	S52° 54' 18"E	26.71
C14	144.00	31.12	S17° 11' 44"E	31.06
C15	144.00	154.64	N54° 09' 02"W	147.31
C16	517.00	204.96	N73° 33' 26"W	203.62
C17	181.50	32.90	N57° 00' 25"W	32.85
C18	77.00	172.53	S63° 59' 48"W	138.64
C19	183.00	249.10	S39° 11' 17"E	230.31
C20	20.00	28.15	S37° 52' 04"E	25.88
C21	117.00	173.17	N44° 50' 55"E	157.79
C23	183.00	286.96	S42° 19' 36"W	258.45
C24	20.00	31.42	S42° 24' 15"W	28.28
C26	20.00	31.42	N47° 35' 45"W	28.28
C27	30.00	14.44	N11° 11' 47"E	14.30
C28	76.50	374.28	S64° 49' 42"W	98.02
C29	30.00	38.08	S38° 57' 50"E	35.58
C30	20.00	31.42	S42° 24' 15"W	28.28
C31	770.00	339.76	N79° 54' 35"W	337.01

Parcel Line Table		
Line #	Length	Direction
L54	31.32	S84° 42' 19"W
L55	106.67	N67° 13' 19"W
L56	36.35	S87° 24' 15"W
L57	184.94	N02° 35' 45"W
L58	102.45	S33° 55' 11"W
L59	78.93	S02° 35' 45"E
L60	224.44	S78° 01' 05"E
L61	244.60	S68° 57' 26"E
L62	120.03	S85° 40' 02"E
L63	55.50	N89° 48' 27"E
L64	97.00	S00° 11' 33"E
L65	592.93	N00° 11' 33"W
L66	61.07	S02° 26' 54"W
L67	62.77	S78° 11' 01"E
L68	122.11	S00° 11' 33"E
L69	68.34	N02° 26' 54"E
L70	69.54	N87° 14' 57"E
L71	63.99	N63° 15' 28"E
L72	27.64	N69° 08' 17"E
L73	50.25	N76° 50' 43"E
L74	31.14	N68° 25' 05"E
L75	31.62	N66° 37' 51"E
L76	23.58	N60° 52' 44"E
L77	19.47	N43° 53' 01"E
L78	30.49	N48° 24' 48"E

Parcel Line Table		
Line #	Length	Direction
L79	19.83	N64° 25' 12"E
L80	41.99	N87° 24' 15"E
L81	199.87	S02° 35' 45"E
L82	123.27	S02° 43' 56"E
L83	26.11	S87° 14' 57"W
L84	83.88	S87° 24' 15"W
L85	184.94	S02° 35' 45"E
L86	395.02	N02° 35' 45"W
L87	66.00	N02° 35' 45"W
L88	403.71	N02° 35' 45"W
L89	83.88	S87° 24' 15"W
L90	159.35	N02° 35' 45"W
L91	106.96	S02° 35' 45"E
L92	36.35	S87° 24' 15"W

LEGEND

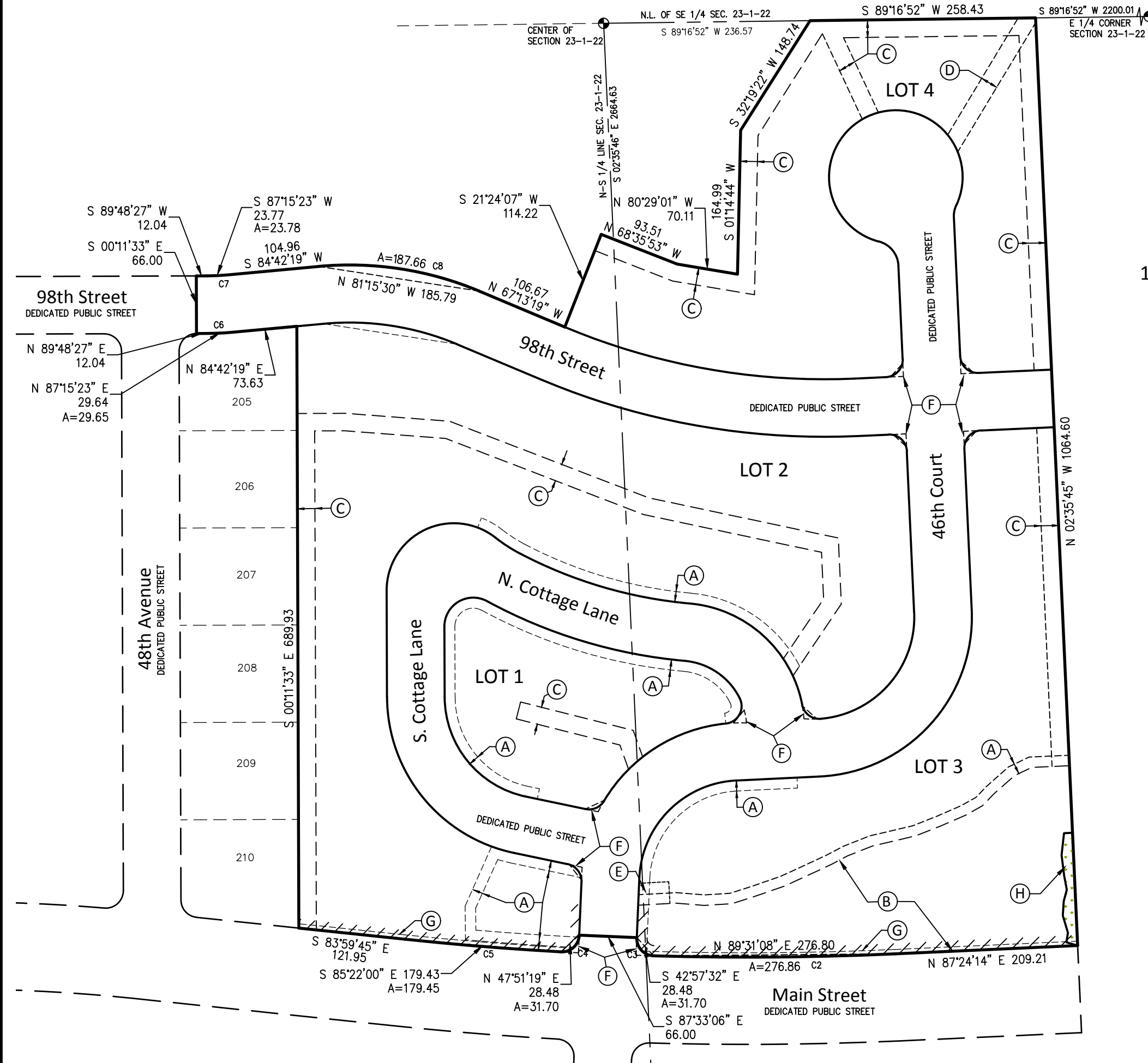
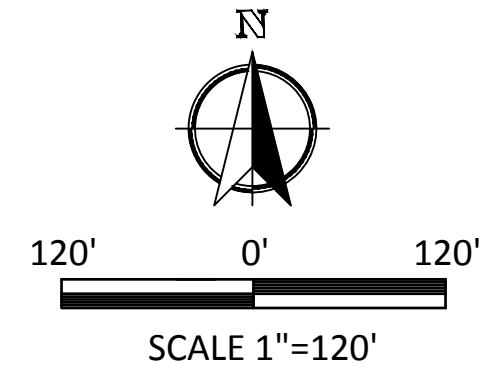
BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927.

//// NO VEHICULAR ACCESS
■■■■ PHASE LINE

mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbssc.net

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

EASEMENTS
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



- (A) DEDICATED 12' UTILITY, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (D) DEDICATED 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT. (PER CSM NO. 2841)

LEGEND

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE.
BASED UPON NAD 1927.

● CONC. MON. W / BRASS CAP FOUND
//// NO VEHICULAR ACCESS

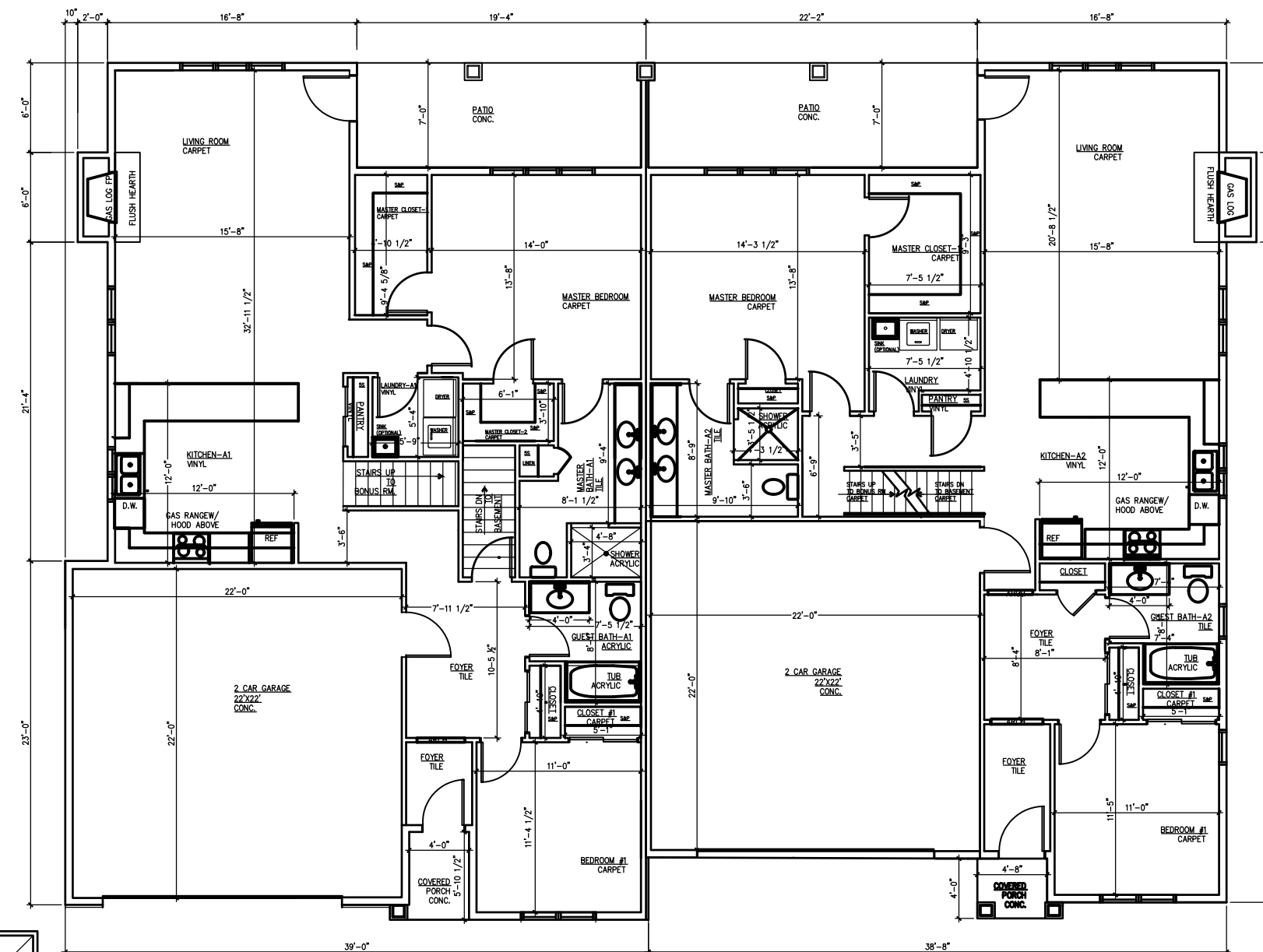
Nielsen Madsen + Barber
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Tele: (262)634-5588 Website: www.nmbssc.net

SHEET 4 OF 14

2012.0111.08

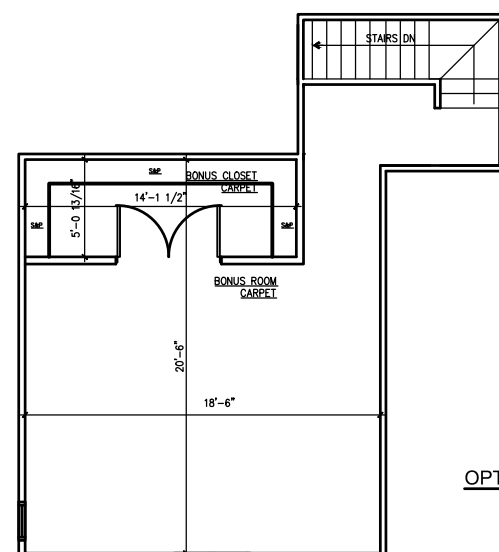
THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - A
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

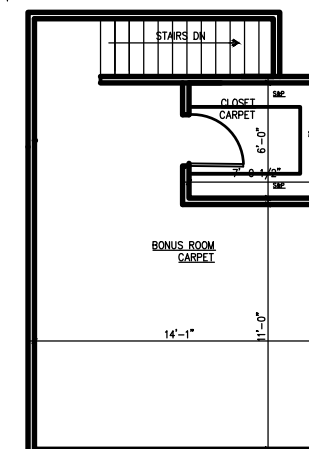


FIRST FLOOR PLAN - UNIT 'A1'
AREA: 1,441 S.F.
GARAGE AREA: 509 S.F.

FIRST FLOOR PLAN - UNIT 'A2'
AREA: 1,443 S.F.
GARAGE AREA: 503 S.F.



OPTIONAL BONUS ROOM-UNITA-1
AREA:451 S.F.



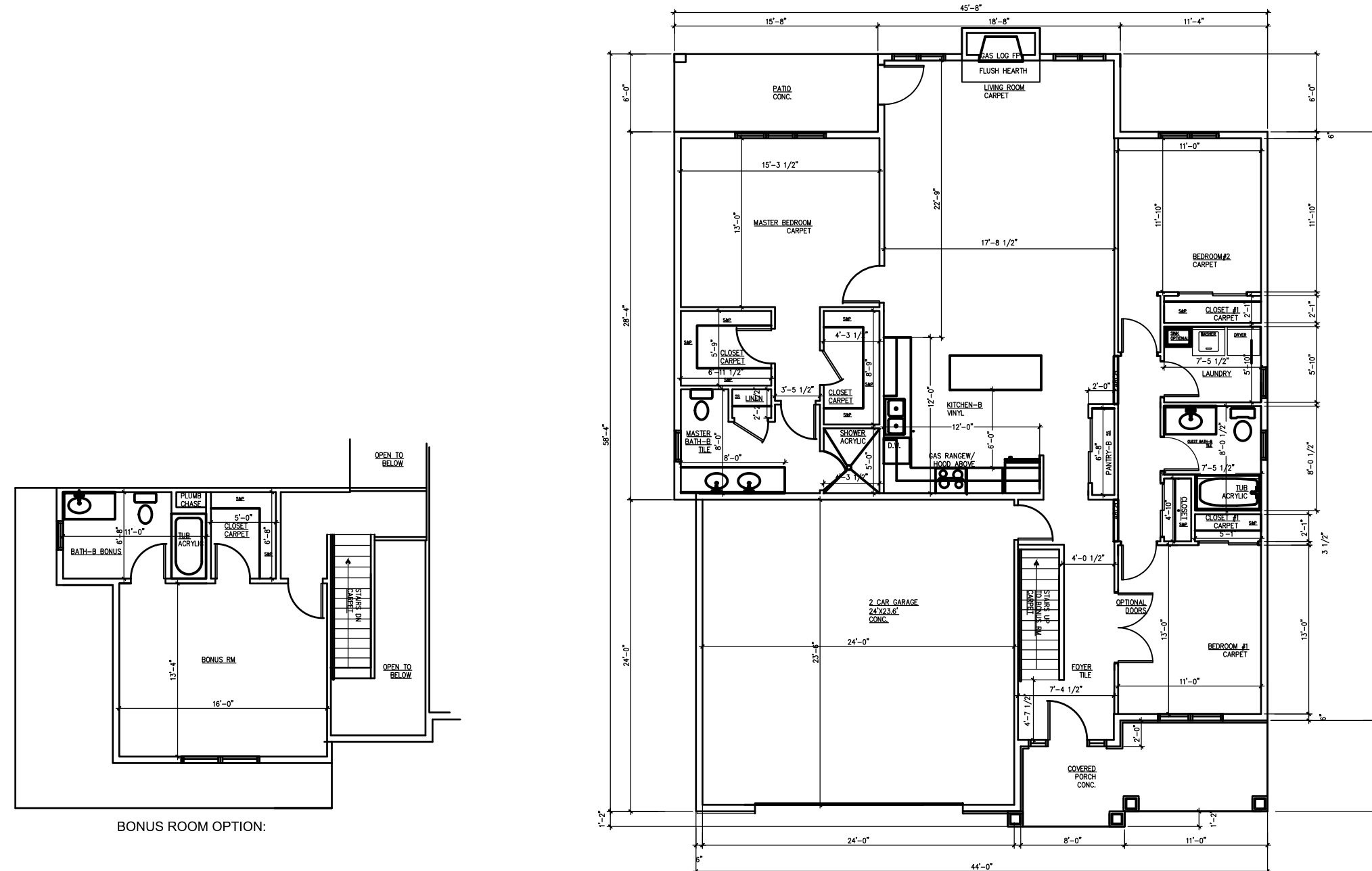
OPTIONAL BONUS ROOM- UNIT A-2
AREA: 315 S.F.

1 FIRST FLOOR FRONT ENTRY PLAN
SCALE: 1/4"=1'-0"

PROTOTYPE-A

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

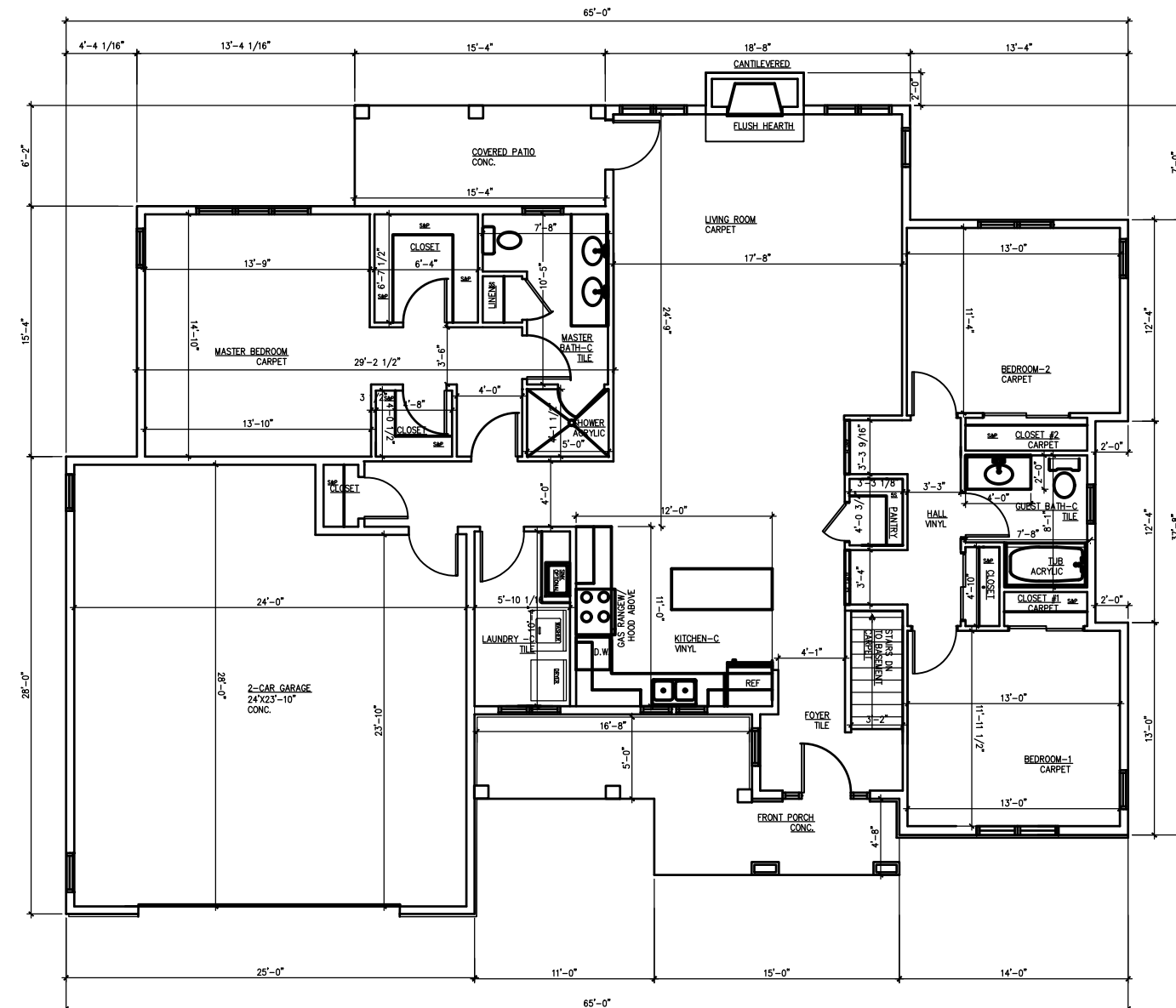
BUILDING PROTOTYPE - B
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



RANCH PLAN-1,753 SF
PROTOTYPE-B

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - C
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



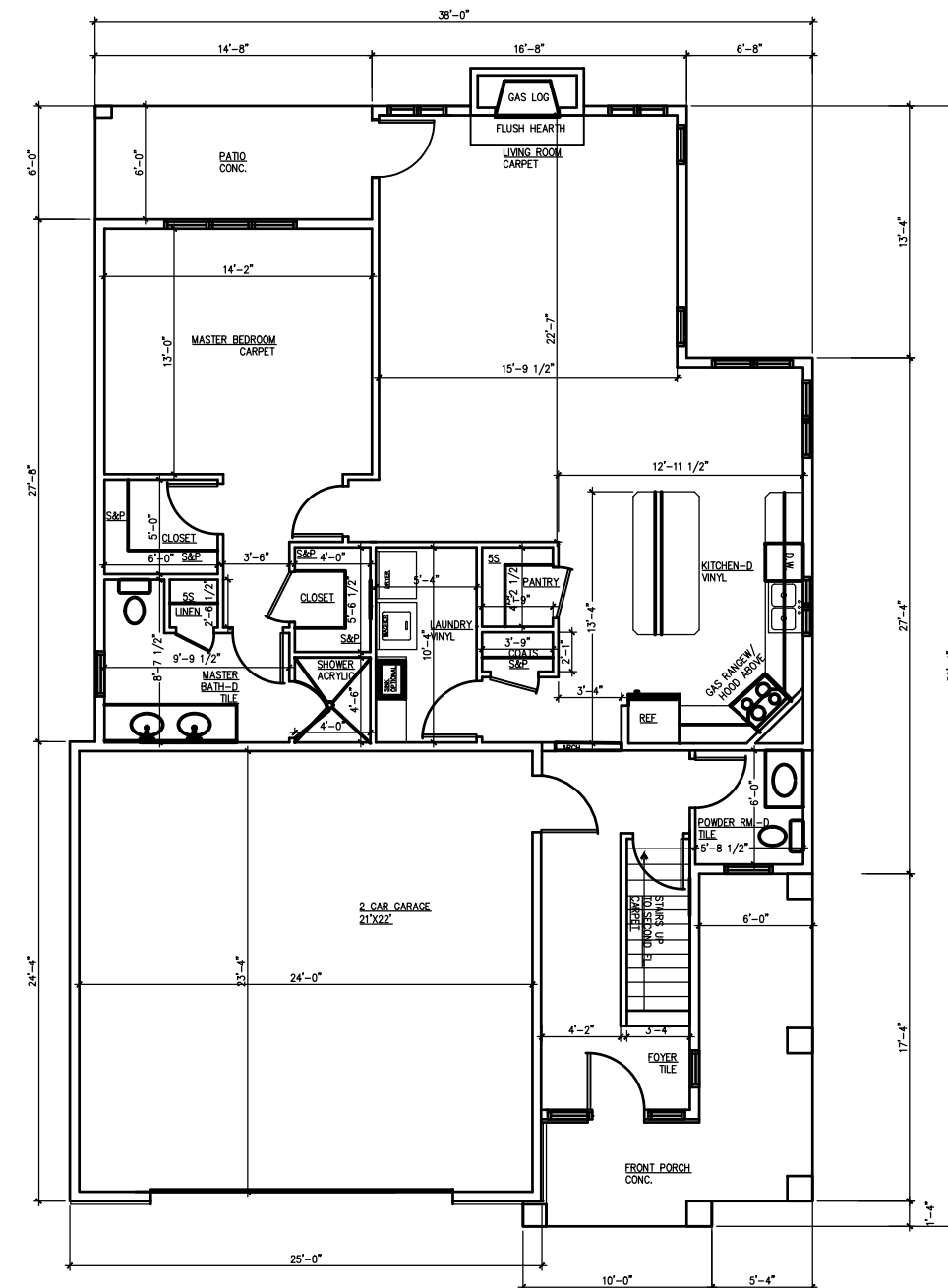
1 FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

FIRST FLOOR AREA: 1,836 S.F.
GARAGE AREA: 642 S.F.

ONE STORY- 1,825 S.F
PROTOTYPE-C

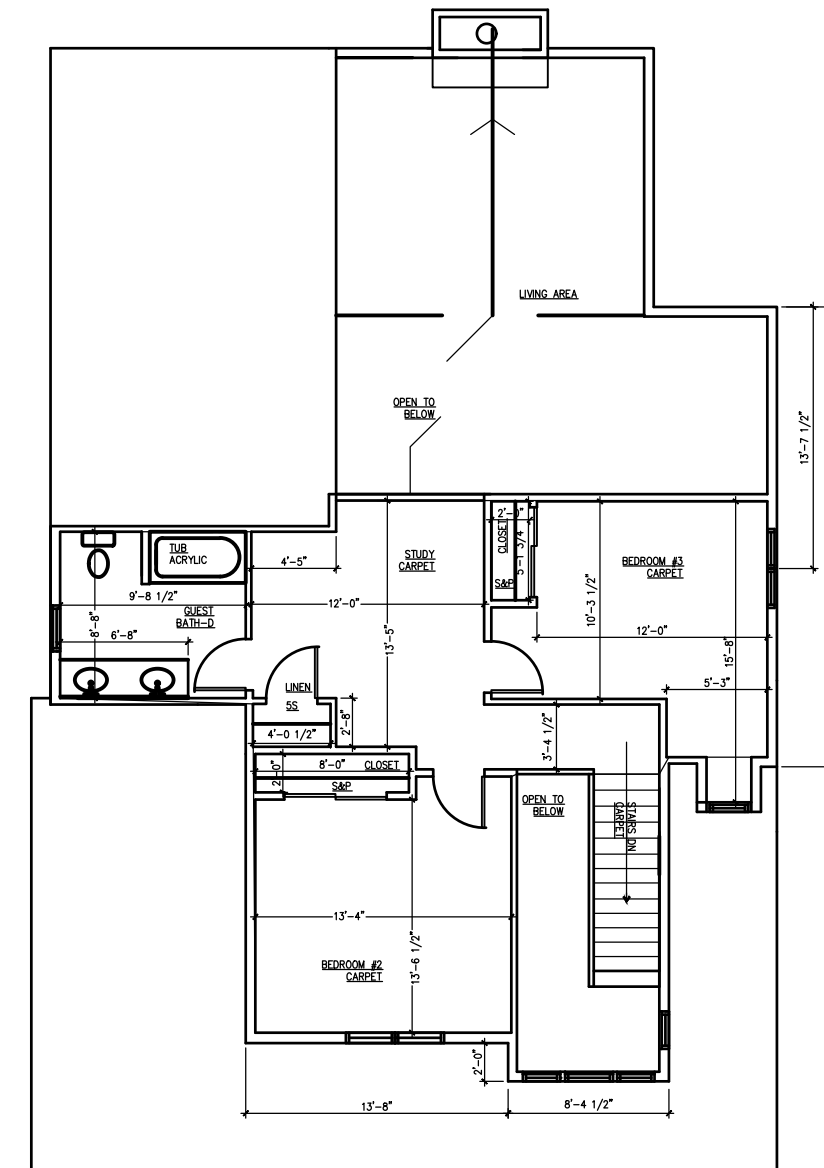
THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

BUILDING PROTOTYPE - D
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



① FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

FIRST FLOOR AREA: 1,312 S.F.
SECOND FLOOR AREA: 638 S.F.
TOTAL LIVING AREA: 1,950 S.F.
GARAGE AREA: 607 S.F.

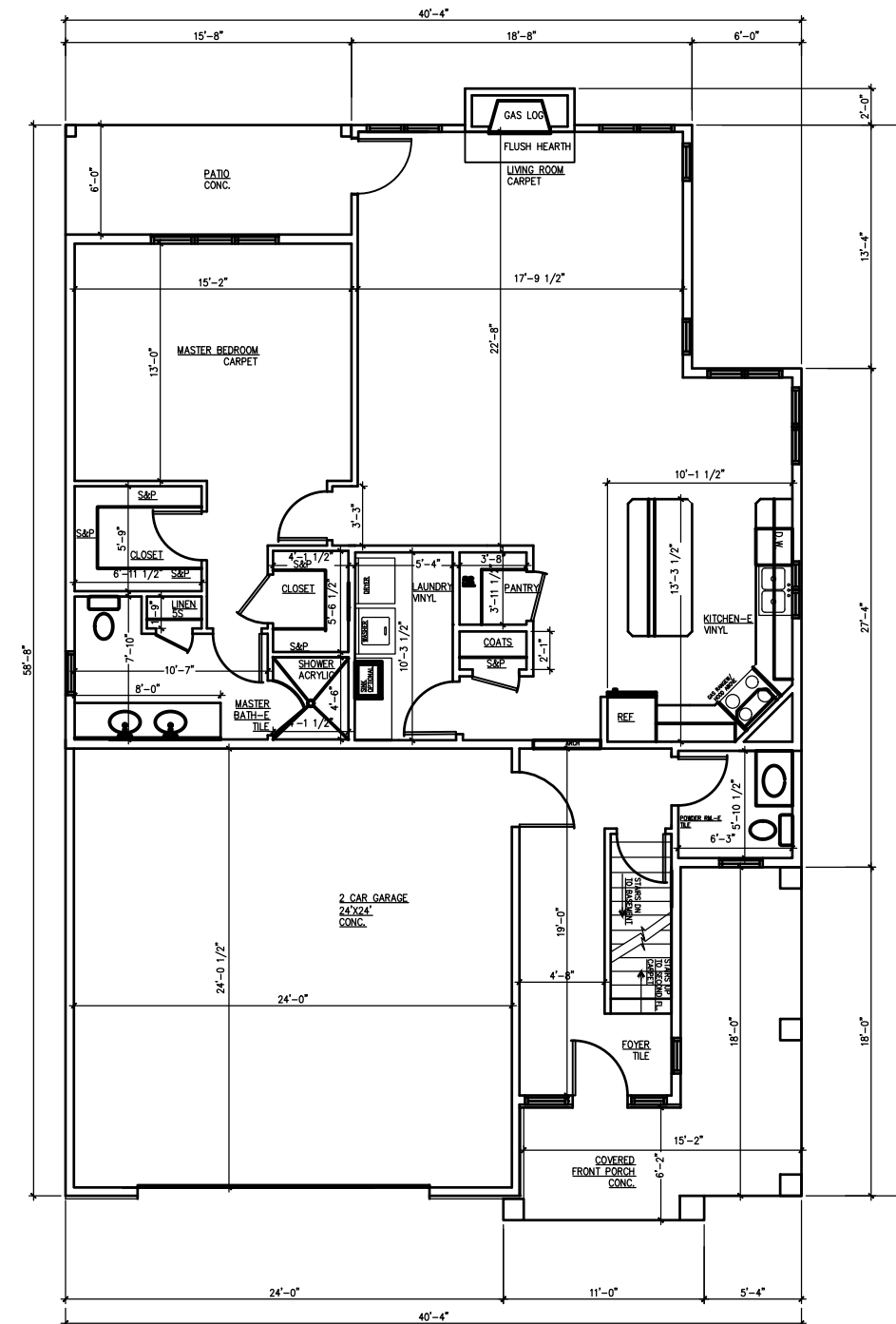


② SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

TWO STORY- 1,950 S.F.
PROTOTYPE-D

THE COTTAGES AT VILLAGE GREEN CONDOMINIUM - PHASE 2

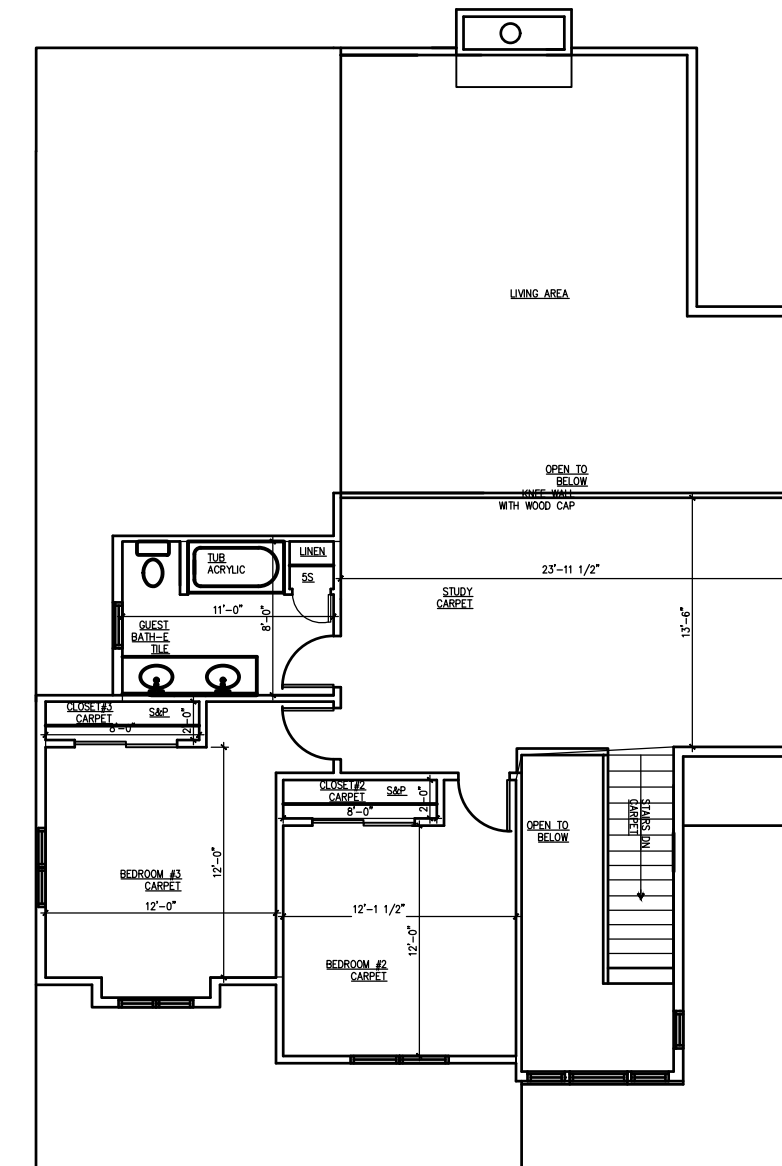
BUILDING PROTOTYPE - E
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



① FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

FIRST FLOOR AREA: 1,407 S.F.
SECOND FLOOR AREA: 793 S.F.
TOTAL LIVING AREA: 2,200 S.F.
GARAGE AREA: 607 S.F.

TWO STORY- 2,200 S.F.
PROTOTYPE-E



② SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"



KENOSHA

CONSTRUCTION PLANS for THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

for
THE COTTAGES AT VILLAGE GREEN, LLC.
Village of Pleasant Prairie, Kenosha County, Wisconsin

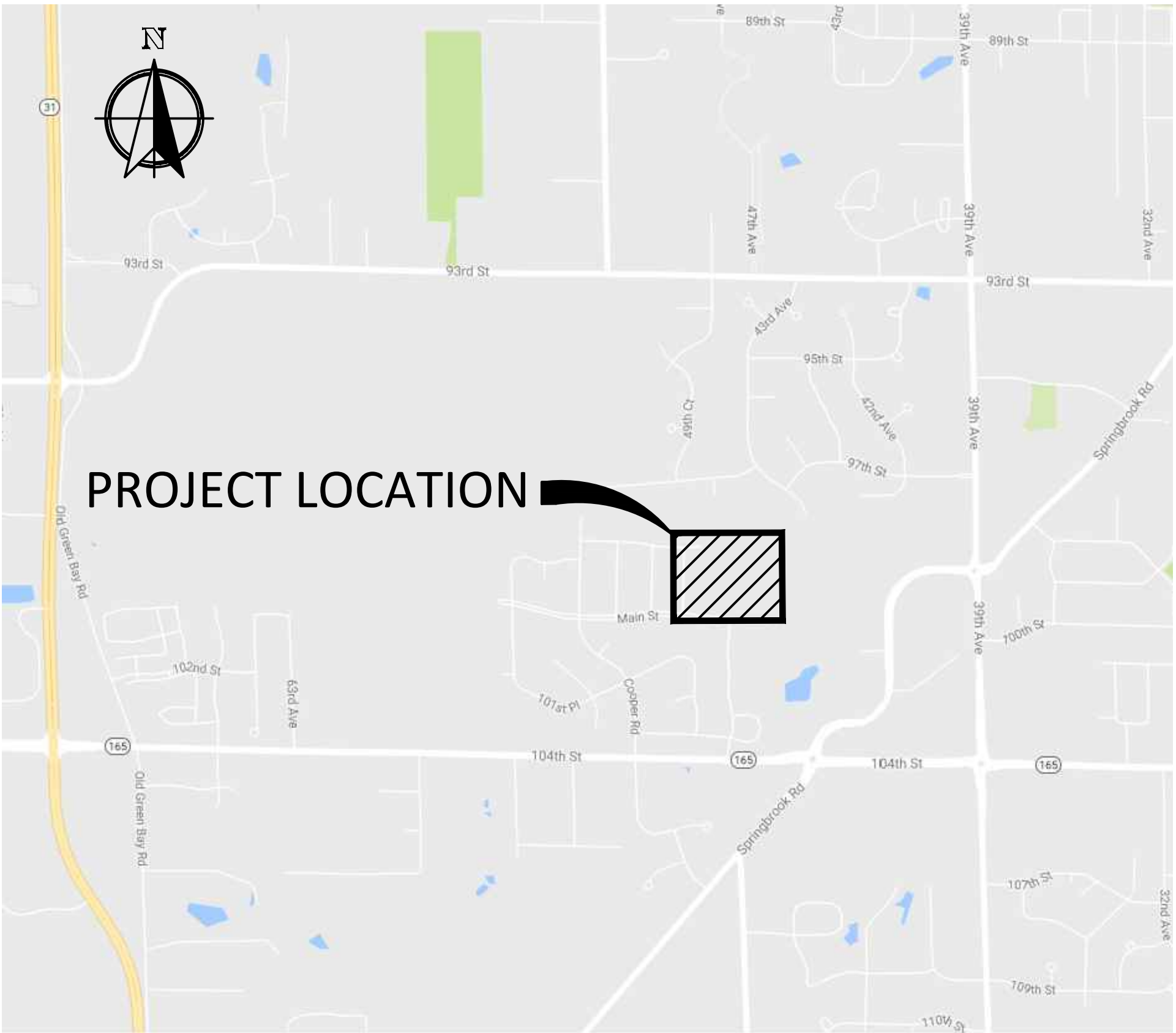
LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS		WATER SHUT OFF		
DECIDUOUS TREE		WATER MAIN VALVE		
DECIDUOUS TREE REMOVAL		HYDRANT		
CONIFEROUS TREE		WATER MAIN REDUCER		
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE		
BUSH		SANITARY CLEAN OUT		
SOIL BORING		STORM MANHOLE		
TELEPHONE BOX		CATCH BASIN		
GUY WIRE		LIGHT POLE		
UTILITY POLE		ENDWALL		
GAS VALVE		STORM SEWER		
GAS METER		SANITARY SEWER		
SEPTIC VENT		WATERMAIN		
ELECTRIC MANHOLE		CONTOURS		
COMMUNICATION MANHOLE		FIRE PROTECTION		
WATER MANHOLE		UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT		
SECTION CORNER		RAILROAD TRACKS		
MAIL BOX		FENCE		
GUARD POST		NO VEHICULAR ACCESS		
STREET SIGN		UNDERGROUND ELECTRIC		
ELECTRIC PEDESTAL		UNDERGROUND GAS MAIN		
ELECTRIC METER		UNDERGROUND COMMUNICATIONS		
PAD MOUNT TRANSFORMER		SILT FENCE		
FOUND IRON PIPE		OVERHEAD ELECTRIC		
SET IRON PIPE		FORCE MAIN		



ABBREVIATIONS

BASE LINE	BL	INVERT ELEVATION	IE
LONG CORD OF CURVE	CHD	LENGTH OF CURVE	ARC
CURB AND GUTTER	C&G	MANHOLE	MH
CATCH BASIN	CB	NORMAL WATER LEVEL	NWL
CENTERLINE	CL	POINT OF CURVATURE	PC
EDGE OF PAVEMENT	EOP	POINT OF TANGENCY	PT
FINISHED FIRST FLOOR	FFF	TANGENCY OF CURVE	TAN
FINISHED GRADE	FG	POINT OF VERTICAL INTERSECTION	PVI
FLOW LINE	FL	RADIUS	R
FLOODPLAIN	FP	RIGHT OF WAY	ROW
ORDINARY HIGH WATER MARK	OHWM	SANITARY SEWER	SAN
TOP OF BANK	TOB	STORM SEWER	STM
TOP OF CURB	TOC	TOP OF FOUNDATION	TOF
TOP OF WALK	TOW	WATER MAIN	WM



SPECIFICATION NOTE

THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE PROJECT MANUAL INCLUDING ALL CONSTRUCTION SPECIFICATIONS ON-SITE DURING TIMES OF CONSTRUCTION. THE CONSTRUCTION SPECIFICATIONS ARE AN INTEGRAL PART OF THE CIVIL ENGINEERING PLANS.

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 HELD AT THE VILLAGES OFFICES. THE PRE-CONSTRUCTION CONFERENCE SHALL BE SCHEDULED AND MODERATED BY THE DESIGN ENGINEER OF RECORD.

CONCRETE JOINTING NOTE

CONTRACTOR TO PROVIDE A CONCRETE JOINTING PATTERN TO THE VILLAGE OF PLEASANT PRAIRIE PRIOR TO PRE CONSTRUCTION MEETING.

UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

PUBLIC UTILITY CONTACTS

AMERICAN TRANSMISSION COMPANY BRIAN MCGEE OFFICE: 262-506-6700 EMAIL: bmcgee@atcllc.com EMERGENCY NUMBER: (800) 972-5341	TIME WARNER CABLE STEVE CRAMER - UTILITY COORDINATOR OFFICE: 414-277-4045 EMAIL: steve.cramer@twcable.com EMERGENCY NUMBER: (800) 627-2288
WISCONSIN D.O.T. SOUTHEAST REGION OFFICE: (414) 266-1167	WE-ENERGIES ALLIE MILLER KENOSHA SOUTH OFFICE: 262-552-3227 EMAIL: allie.miller@we-energies.com
AT&T MIKE TOYEK OFFICE: 262-636-0549 EMAIL: mt1734@att.com	NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797
TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142	PLEASANT PRAIRIE PUBLIC WORKS JOHN STEINBRINK, JR., - DIRECTOR ROGER PRANGE MUNICIPAL BUILDING 8600 GREEN BAY ROAD OFFICE: (262) 925-6768 EMAIL: jsteinbrink@plprairiewi.com

SHEET INDEX

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DEVELOPER

THE COTTAGES AT VILLAGE GREEN, LLC.
DOUG STANICH (MANAGING MEMBER)
9110 PRAIRIE VILLAGE DRIVE
KENOSHA, WI 53142
PHONE: (262) 925-3003
EMAIL: douglasstanich@gmail.com

PROPERTY OWNER

LADDIE INVESTMENTS, LLC.
MARTY HANLEY
123 N. NORTHWEST HIGHWAY
PARK RIDGE, IL 60068
OFFICE: (847) 825-0887
EMAIL: mhanley@land-and-lakes.com

GOVERNING AGENCY CONTACTS

PLEASANT PRAIRIE VILLAGE HALL 9915 39TH STREET PLEASANT PRAIRIE, WI 53158 OFFICE: (262) 694-1400	PLEASANT PRAIRIE FIRE DEPARTMENT CRAIG ROEPKE - CHIEF OF FIRE & RESCUE 8044 88TH AVENUE DIRECT: (262) 948-8981 EMAIL: croepke@plprairiewi.com
- ADMINISTRATION THOMAS SHIRCEL - INTERIM VILLAGE ADMINISTRATOR OFFICE: (262) 925-6721 EMAIL: tshircel@plprairiewi.com	THOMAS CLARK - LIEUTENANT FIRE & RESCUE DEPARTMENT DIRECT: (262) 948-8982 EMAIL: tclark@plprairiewi.com
- COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS, DIRECTOR - PLANNER, ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: jwerbie-harris@plprairiewi.com	PLEASANT PRAIRIE PUBLIC WORKS JOHN STEINBRINK, JR., - DIRECTOR ROGER PRANGE MUNICIPAL BUILDING 8600 GREEN BAY ROAD OFFICE: (262) 925-6768 EMAIL: jsteinbrink@plprairiewi.com
PEGGY HERRICK - ASSISTANT PLANNER & ZONING ADMINISTRATOR OFFICE: (262) 925-6716 EMAIL: pherrick@plprairiewi.com	RICK MURPHY - CONSTRUCTION MANAGER OFFICE: (262) 948-8947 EMAIL: rmurphy@plprairiewi.com
KRISTINA TRANEL - DEPUTY PLANNER & DEPUTY ZONING ADMINISTRATOR OFFICE: (262) 925-6717 EMAIL: ktranel@plprairiewi.com	STEVE WLAHOVICH - ENGINEERING TECHNICIAN OFFICE: (262) 925-6767 EMAIL: swlahovich@plprairiewi.com
- ENGINEERING DEPARTMENT MATT FINEOUR - VILLAGE ENGINEER OFFICE: (262) 925-6778 EMAIL: mfineour@plprairiewi.com	WI DEPARTMENT OF NATURAL RESOURCES ELAINE JOHNSON - WATER RESOURCE SPECIALIST OFFICE: 262-884-2136 EMAIL: elaine.johnson@wisconsin.gov
KURT DAVIDSEN - ASSISTANT VILLAGE ENGINEER OFFICE: (262) 925-6728 EMAIL: kdavidsen@plprairiewi.com	PETER WOOD - WATER RESOURCES ENGINEER OFFICE: 262-884-2360 EMAIL: peter.wood@wisconsin.gov
- BUILDING INSPECTION DEPARTMENT SANDRO PEREZ - BUILDING INSPECTION SUPERINTENDENT OFFICE: (262) 694-9304 DIRECT: (262) 925-6722 EMAIL: sperez@plprairiewi.com	



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

1458 Horizon Blvd. Suite 200, Racine, WI. 53406
Tele: (262)634-5588 Website: www.nmbasc.net

THE COTTAGES AT VILLAGE GREEN

CONDOMINIUM

SITE GRADING, DRAINAGE, UTILITY &
PAVEMENT IMPROVEMENTS

FOR

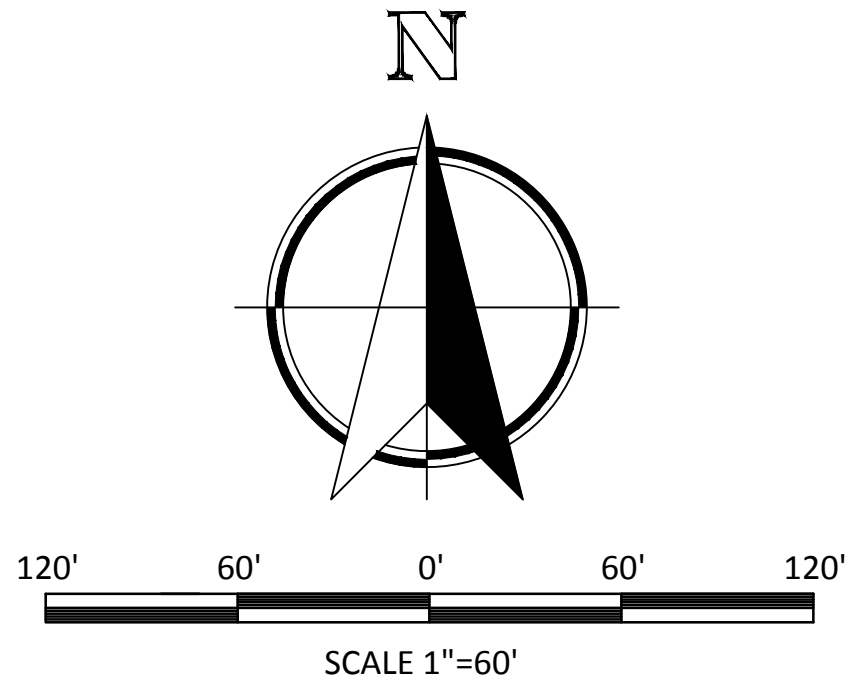
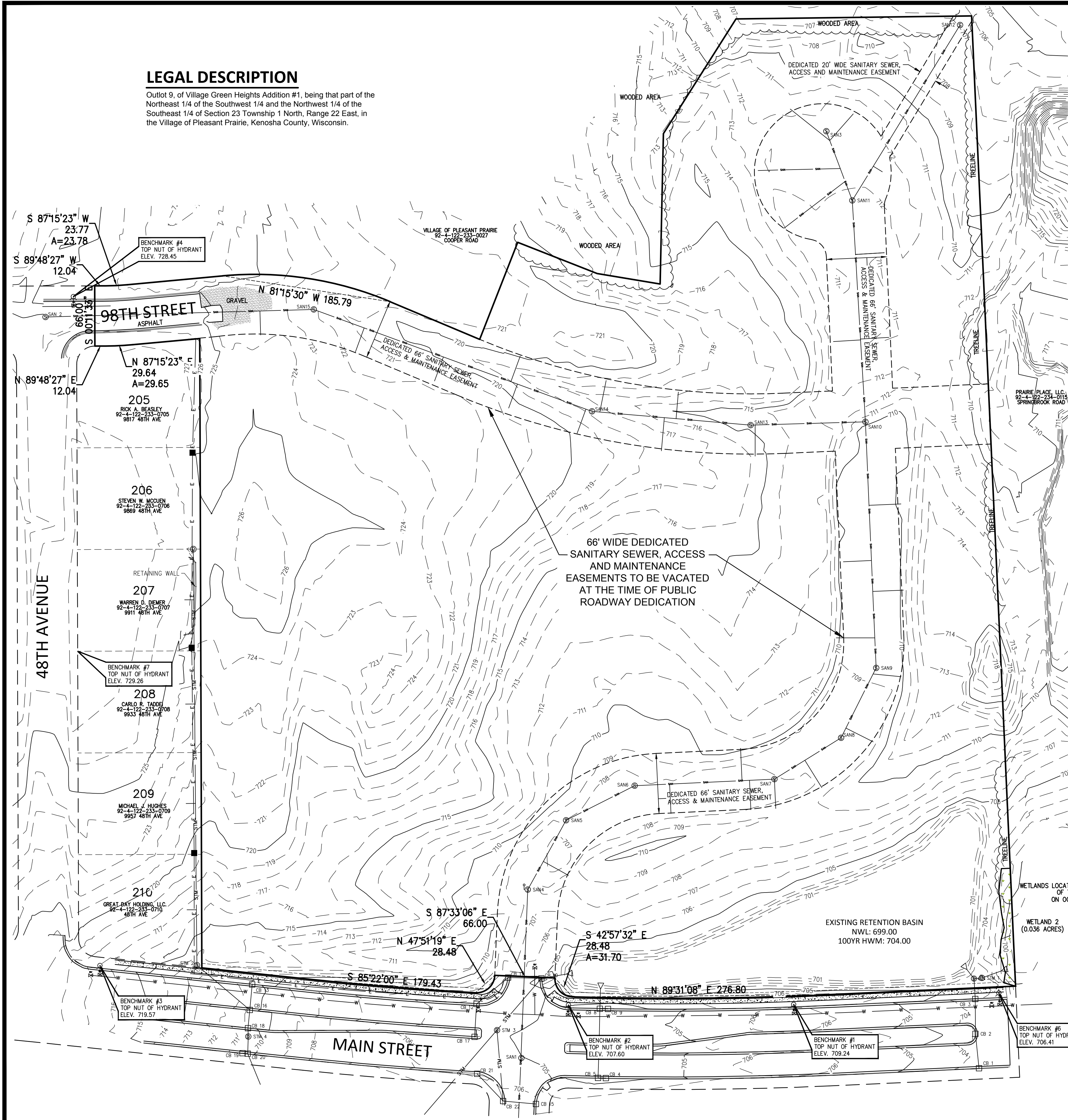
THE COTTAGES AT VILLAGE GREEN, LLC.

ISSUE FOR CONSTRUCTION - 9-5-2017

NO.	1	DATE	5/8/18
REVISION	PHASE 2 UPDATE		
PROJ. MGR:	MDE		
DRAFTED:	NDB		
DATE:	2-15-2017		
CHECKED:	MDE		
DATE:	4-19-2017		
2012.0111.05			
SHEET 1 OF 47			

LEGAL DESCRIPTION

Outlot 9, of Village Green Heights Addition #1, being that part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



BENCH MARKS

1. TOP NUT OF HYDRANT LOCATED ON NORTH SIDE OF MAIN ST, EAST OF 47TH AVE AND DEAD END. ELEVATION: 709.24
2. TOP NUT OF HYDRANT LOCATED ON NORTHEAST CORNER OF MAIN ST AND 46TH COURT. ELEVATION: 707.60
3. TOP NUT OF HYDRANT LOCATED ON NORTHEAST CORNER OF MAIN ST AND 48TH AVE. ELEVATION: 719.57
4. TOP NUT OF HYDRANT LOCATED ON NORTH OF 98TH ST AND 48TH AVE INTERSECTION . ELEVATION: 728.48
6. TOP NUT OF HYDRANT LOCATED ON NORTH SIDE OF MAIN ST AT EAST DEAD END. ELEVATION: 706.41
7. TOP NUT OF HYDRANT LOCATED ON EAST SIDE OF 48TH AVE BETWEEN MAIN ST AND 98TH ST. ELEVATION: 729.26

EXISTING UTILITY DATA

STM 1 RIM 705.24 IE. 30" W 698.34 IE. 30" E 698.44	CB 6 RIM 704.18 IE. 15" S 701.38 IE. 15" N 701.18	CB 16 RIM 710.31 IE. 15" N 707.26 IE. 15" NW 707.26 IE. 15" S 707.21	SAN 1 RIM 704.97 IE. 8" N&S 695.32	SAN 11 RIM 712.99 IE. 8" S&NE 690.39 IE. 8" NW 703.24
STM 2 RIM 713.11 IE. 15" N 709.76 IE. 15" SE 709.71	CB 7 RIM 703.91 IE. 15" S 701.01 IE. 15" N 700.96	CB 17 RIM 705.00 IE. 15" NE 702.35	SAN 2 RIM 725.74 IE. 8" E 710.59	SAN 12 RIM 706.86 IE. 8" SW 689.56
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BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.
ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

⊙	STORM MANHOLE	⊙	SANITARY MANHOLE	⊐	SIGN	⊗	GUARD POST
□	CATCH BASIN	— SAN —	SANITARY SEWER	✱	YARD LIGHT	○	FOUND IRON PIPE
— STM —	STORM SEWER	⌒	CLEAN OUT	⌒	DECIDUOUS TREE	⌒	WELL
□	MAILBOX	⌒	HYDRANT	⌒	CONIFEROUS TREE	Web	SOIL CLASSIFICATION
▲	HVAC	⌒	WATER VALVE	⌒	WATER CONTROL VALVE	⌒ 1	SOIL BORING
⌒	POWER POLE	— W —	WATER MAIN	— OH —	OVERHEAD WIRES	■	PAD MOUNT TRANSFORMER

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THE COTTAGES AT VILLAGE GREEN

CONDOMINIUM

EXISTING CONDITIONS SURVEY

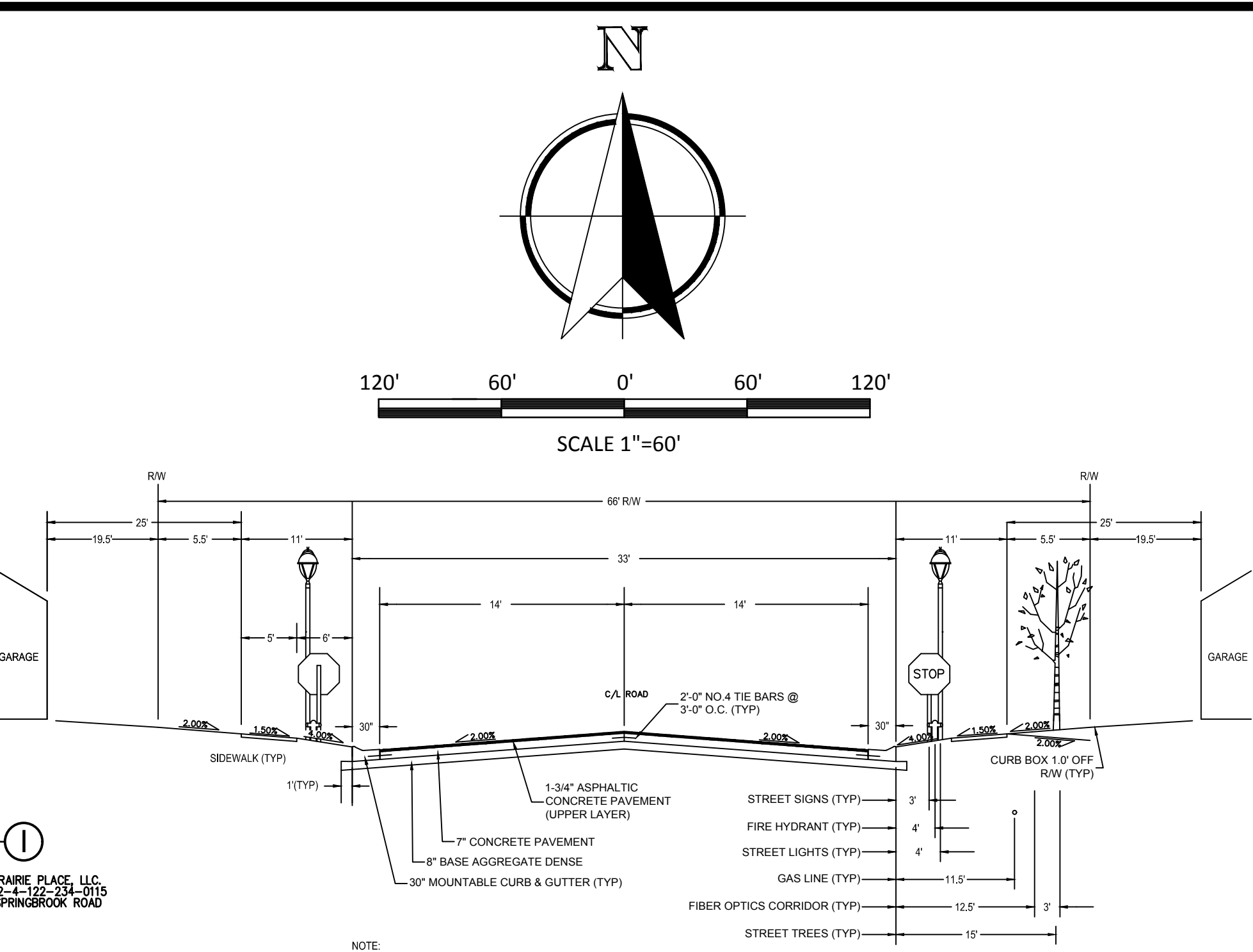
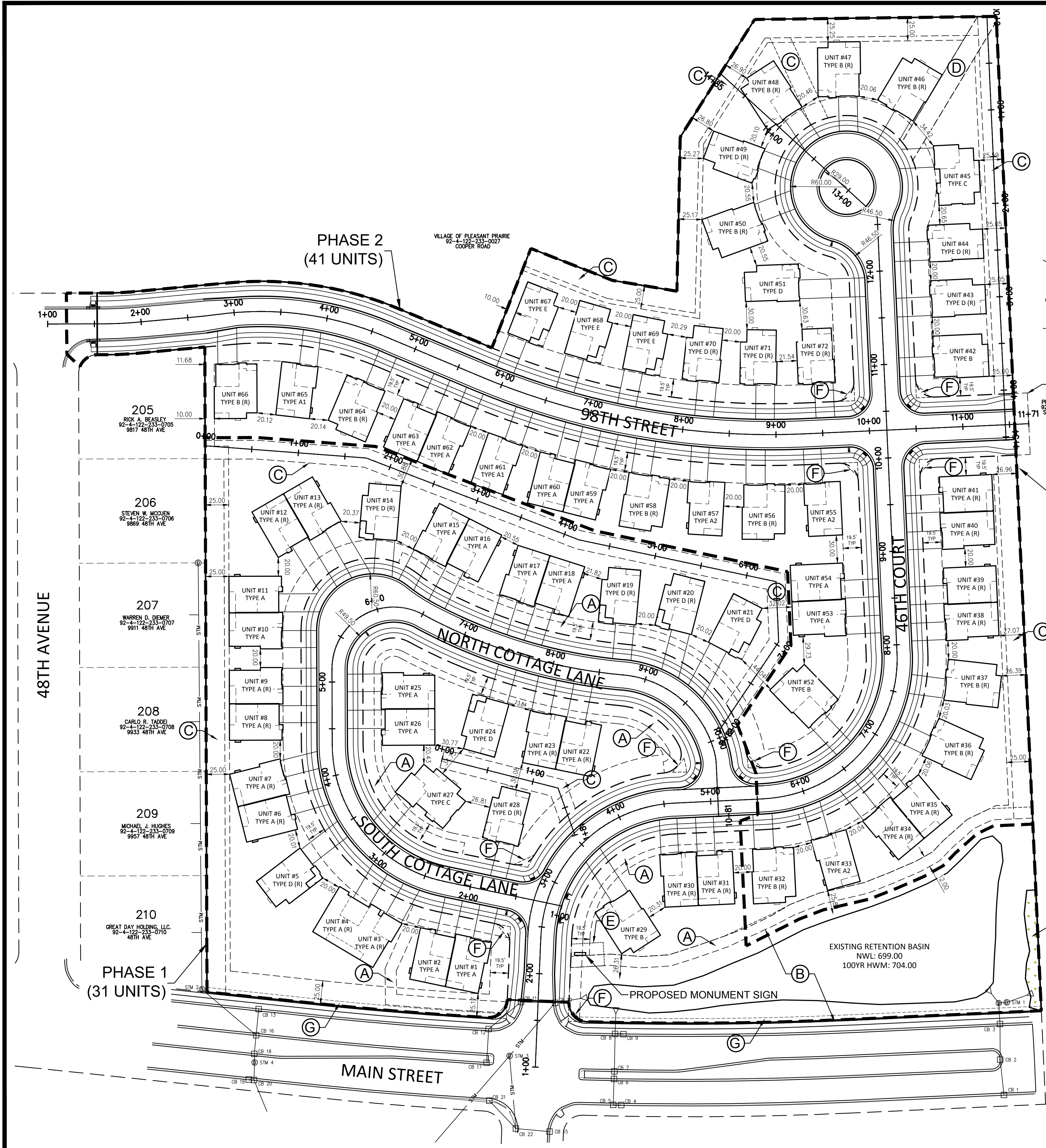
FOR
THE COTTAGES AT VILLAGE GREEN, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	DATE
1	PHASE 2 UPDATE	5/8/18

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 2-15-2017
CHECKED: MDE
DATE: 4-19-2017

2012.0111.05

SHEET
2 OF 47



MODIFIED RESIDENTIAL MINOR STREET CROSS SECTION
DETAIL: RD - 1.1
SCALE: N.T.S.

SITE DATA

TAX ID NO: 91-4-122-233-0029

PARCEL AREA: 17.9 ACRES

PROPOSED ZONING: R-8 (PUD) & C-1

TOTAL UNITS: 72

- EASEMENTS**
- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
 - (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
 - (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
 - (D) DEDICATED EXISTING 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
 - (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT
 - (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT
 - (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT
 - (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT
 - (I) DEDICATED 15'x66' WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, BASED UPON NAD 1927.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

LEGEND:

⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SIGN	⊙ GUARD POST
□ CATCH BASIN	— SAN — SANITARY SEWER	⊙ YARD LIGHT	⊙ FOUND IRON PIPE
— STM — STORM SEWER	⊙ CLEAN OUT	⊙ DECIDUOUS TREE	⊙ WELL
⊙ MAILBOX	⊙ HYDRANT	⊙ CONIFEROUS TREE	⊙ SOIL CLASSIFICATION
⊙ HVAC	⊙ WATER VALVE	⊙ WATER CONTROL VALVE	⊙ SOIL BORING
⊙ POWER POLE	— W — WATER MAIN	— OH — OVERHEAD WIRES	⊙ PAD MOUNT TRANSFORMER

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THE COTTAGES AT VILLAGE GREEN

CONDOMINIUM

DIMENSIONED SITE PLAN

FOR

THE COTTAGES AT VILLAGE GREEN, LLC.

VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	1	PHASE 2 UPDATE	DATE	5/8/18
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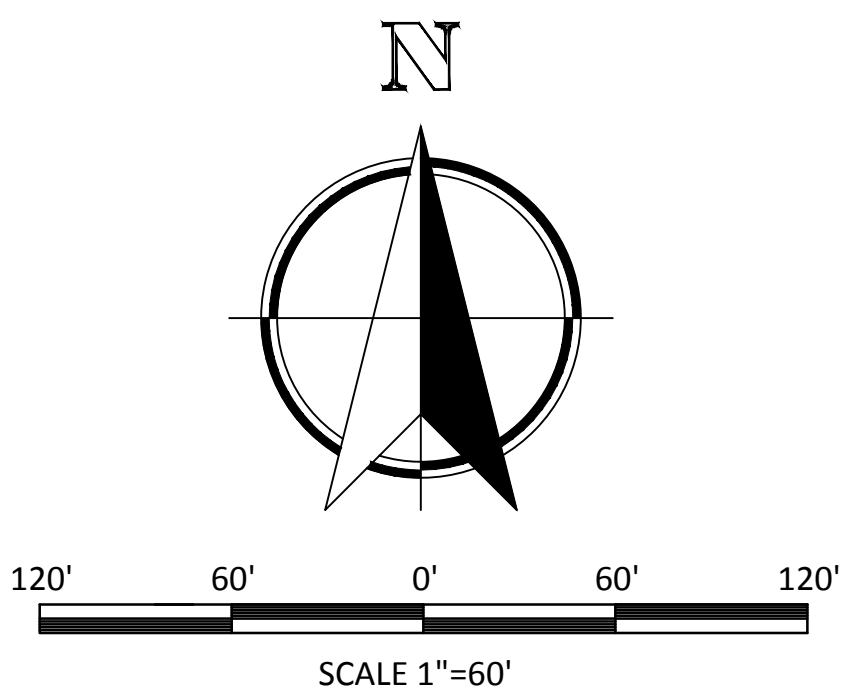
PROJ. MGR: MDE
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DATE: 2-15-2017
CHECKED: MDE
DATE: 4-19-2017

2012.0111.05

SHEET
3 OF **47**

ISSUE FOR CONSTRUCTION - 9-5-2017

Tuesday, May 08, 2018 11:43:12 AM



SITE UTILITY LEGEND

- SAN — EXISTING 8" SANITARY SEWER
- S — PROPOSED STORM SEWER (VARIOUS SIZES)
- S — PROPOSED 8" SANITARY SEWER
- W — PROPOSED 8" WATERMAIN
- ① EXISTING 6" SANITARY LATERAL (TO BE UTILIZED)
- ② EXISTING 6" SANITARY LATERAL (TO BE REMOVED)
- ③ EXISTING SANITARY MANHOLE TO BE RECONSTRUCTED USING NO MORE THAT 8" OF ADJUSTING RINGS TO ACHIEVE FINAL GRADE
- ④ LIGHT POLE LOCATION

EXISTING UTILITY DATA

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BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE. BASED
UPON NAD 1927.
ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.



- LEGEND:
- | | | | |
|---------------------|------------------------|-----------------------|-------------------------|
| ⊙ STORM MANHOLE | ⊙ SANITARY MANHOLE | ⊙ SIGN | ⊗ GUARD POST |
| □ CATCH BASIN | — SAN — SANITARY SEWER | ✱ YARD LIGHT | ○ FOUND IRON PIPE |
| — STM — STORM SEWER | ⊙ CLEAN OUT | ⊙ DECIDUOUS TREE | ⊙ WELL |
| □ MAILBOX | ⊙ HYDRANT | ⊙ CONIFEROUS TREE | Web SOIL CLASSIFICATION |
| ⊙ HVAC | ⊙ WATER VALVE | ⊙ WATER CONTROL VALVE | ⊙ SOIL BORING |
| ⊙ POWER POLE | — W — WATER MAIN | — OH — OVERHEAD WIRES | ■ PAD MOUNT TRANSFORMER |



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THE COTTAGES AT VILLAGE GREEN
CONDOMINIUM
MASTER SITE UTILITY PLAN
FOR
THE COTTAGES AT VILLAGE GREEN, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

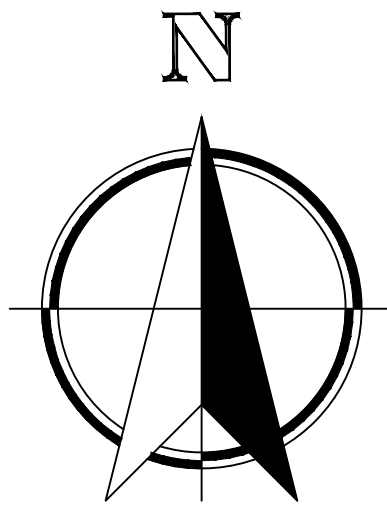
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SHEET
4 OF 47

ISSUE FOR CONSTRUCTION - 9-5-2017

Tuesday, May 08, 2018 11:43:22 AM



80' 40' 0' 40' 80'
SCALE 1"=40'

CONSTRUCTION SEQUENCING

1. OBTAIN ALL APPLICABLE PERMITS.
2. ATTEND PRE-CONSTRUCTION MEETING AT VILLAGE HALL.
3. NOTIFY WDNR OF PROJECT START DATE.
4. INSTALL SILT FENCE, TEMPORARY GRAVEL TRACKING PAD, INLET PROTECTION AND CONSTRUCTION STAGING AREA.
5. STRIP & STOCKPILE TOPSOIL. STABILIZE TOPSOIL STOCKPILE PER WDNR TECHNICAL STANDARDS.
6. ROUGH GRADE ROADWAYS TO SUBGRADE ELEVATION.
7. INSTALL UTILITY IMPROVEMENTS.
8. FINE GRADE ROADWAY SUBGRADE AND CONDUCT PROOF ROLL.
9. CORRECT DEFICIENT AREAS VIA UNDERCUTTING AND INSTALLING 3" T.B..
10. INSTALL AGGREGATE BASE COURSE, CURB AND GUTTER AND PAVEMENT SECTIONS.
11. FINISH GRADING INDIVIDUAL BUILDING PADS AND RESTORE DISTURBED AREAS.
12. INSTALL SIDEWALKS, FINAL GRADE WITH TOPSOIL AND INSTALL LANDSCAPING FOR INDIVIDUAL LOTS AS THEY ARE COMPLETED (BY OWNER).
13. REPEAT STEPS 7 THRU 14 PER PHASE 2 AND 3.
14. REMOVE ALL EROSION CONTROL DEVICES ONCE APPROVED BY VILLAGE.

CLEAR AND GRUB WITHIN
PROPERTY LIMITS

VILLAGE OF PLEASANT PRAIRIE
92-4-122-233-0027
COOPER ROAD

CONTRACTOR TO
GRADE OFFSITE
TO ALLOW FOR
PROPER DRAINAGE

TEMPORARY
TOPSOIL
STOCKPILE AREA

PRAIRIE PLACE, LLC.
92-4-122-234-0115
SPRINGBROOK ROAD

UTILITY NOTE

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LEGEND:			
⊙ STORM MANHOLE	⊙ SANITARY MANHOLE	⊙ SIGN	⊙ GUARD POST
□ CATCH BASIN	— SAN — SANITARY SEWER	⊙ YARD LIGHT	⊙ FOUND IRON PIPE
— STM — STORM SEWER	⊙ CLEAN OUT	⊙ DECIDUOUS TREE	⊙ WELL
□ MAILBOX	⊙ HYDRANT	⊙ CONIFEROUS TREE	W&B SOIL CLASSIFICATION
⊙ HVAC	⊙ WATER VALVE	⊙ WATER CONTROL VALVE	⊙ SOIL BORING
⊙ POWER POLE	— W — WATER MAIN	— OH — OVERHEAD WIRES	■ PAD MOUNT TRANSFORMER

EARTHWORK NOTE

AN ESTIMATED 16,000 CY OF MATERIAL WILL NEED TO BE HAULED OFF THE PROPERTY UPON COMPLETION OF THE 55 BUILDINGS (AN AVERAGE OF 220 CY OF MATERIAL PER BASEMENT).

EASEMENTS

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
- (C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- (D) DEDICATED EXISTING 20' SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT
- (E) DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT
- (F) DEDICATED 15'x15' VISION TRIANGLE, ACCESS AND MAINTENANCE EASEMENT
- (G) DEDICATED 5' PUBLIC STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- (H) DEDICATED WETLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT
- (I) DEDICATED 15'x66' WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

LEGEND

- 604.88 — FINISHED SPOT GRADES
- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- — PROPOSED DRAINAGE SWALE
- ⊙ STORM INLET PROTECTION
- S — SILT FENCE
- ▨ RETAINING WALL
- FFF: FINISHED FIRST FLOOR / TOP OF FOUNDATION (FINISHED YARD GRADE = FFF-0.67')



Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS

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Tele: (262)634-5588 Website: www.nmbasc.net

THE COTTAGES AT VILLAGE GREEN
CONDOMINIUM
MASTER SITE GRADING PLAN (N)

FOR
THE COTTAGES AT VILLAGE GREEN, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

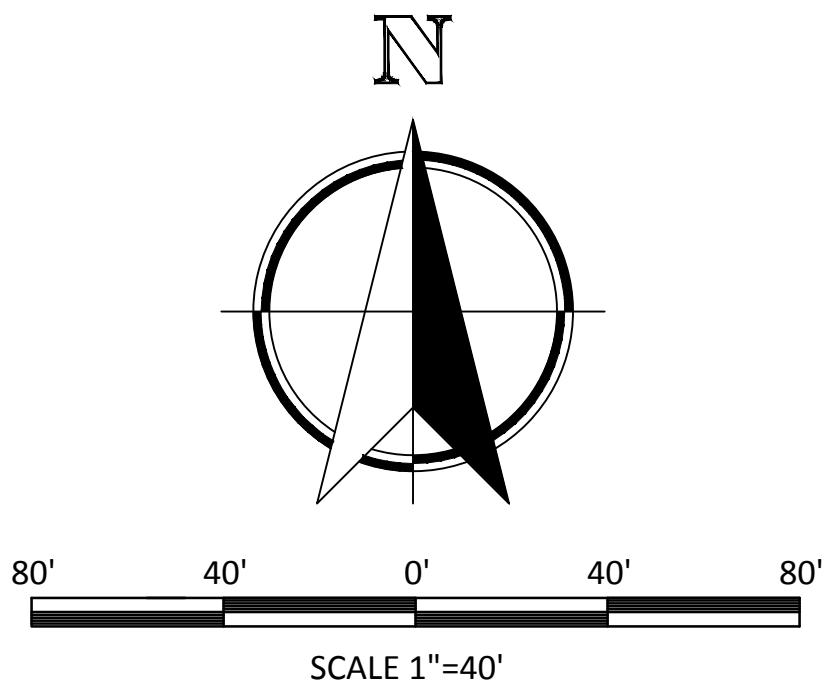
ISSUE FOR CONSTRUCTION - 9-5-2017

NO.	REVISION	DATE
1	PHASE 2 UPDATE	5/8/18

PROJ. MGR: MDE
DRAFTED: NDB
DATE: 2-15-2017
CHECKED: MDE
DATE: 4-19-2017

2012.0111.05

SHEET
5 OF 47



48TH AVENUE

209
MICHAEL J. HUGHES
92-4-122-233-0709
9957 48TH AVE

210
GREAT DAY HOLDING, LLC.
92-4-122-233-0710
48TH AVE

UTILITY NOTE

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BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE. BASED
UPON NAD 1927.

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.



LEGEND:

- | | | | |
|---------------------|------------------------|-----------------------|---------------------------|
| ⊕ STORM MANHOLE | ⊙ SANITARY MANHOLE | ⊐ SIGN | ⊗ GUARD POST |
| □ CATCH BASIN | — SAN — SANITARY SEWER | ✱ YARD LIGHT | ○ FOUND IRON PIPE |
| — STM — STORM SEWER | ⚡ CLEAN OUT | ⌘ 6" DECIDUOUS TREE | ⦿ WELL |
| ✉ MAILBOX | ⚡ HYDRANT | ⌘ 6" CONIFEROUS TREE | ⦿ WeB SOIL CLASSIFICATION |
| ⏏ HVAC | ⚡ WATER VALVE | ⚡ WATER CONTROL VALVE | ⦿ 1 SOIL BORING |
| ⏏ POWER POLE | — W — WATER MAIN | — OH — OVERHEAD WIRES | ■ PAD MOUNT TRANSFORMER |

EARTHWORK NOTE

AN ESTIMATED 16,000 CY OF MATERIAL WILL NEED TO BE HAULED OFF THE PROPERTY UPON COMPLETION OF THE 55 BUILDINGS (AN AVERAGE OF 220 CY OF MATERIAL PER BASEMENT).

EASEMENTS

- (A) DEDICATED 12' PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT
(B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
(C) DEDICATED 20' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
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LEGEND

- 604.88 — FINISHED SPOT GRADES
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— — PROPOSED DRAINAGE SWALE
⊕ STORM INLET PROTECTION
— SILT FENCE
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FFF: FINISHED FIRST FLOOR / TOP OF FOUNDATION
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THE COTTAGES AT VILLAGE GREEN CONDOMINIUM

MASTER SITE GRADING PLAN (S)

FOR
THE COTTAGES AT VILLAGE GREEN, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	REVISION	DATE
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SHEET
7 OF 47

ISSUE FOR CONSTRUCTION - 9-5-2017

Tuesday, May 08, 2018 11:43:53 AM

BEARING BASE: GRID NORTH, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE. BASED
UPON NAD 1927.

ALL ELEVATIONS REFER TO NATIONAL
GEODETIC DATUM OF 1929.

LEGEND:

- | | | | |
|---------------------|------------------------|-----------------------|-------------------------|
| ⊕ STORM MANHOLE | ⊕ SANITARY MANHOLE | ⊕ SIGN | ⊕ GUARD POST |
| □ CATCH BASIN | — SAN — SANITARY SEWER | ✱ YARD LIGHT | ○ FOUND IRON PIPE |
| — STM — STORM SEWER | ⚡ CLEAN OUT | ⊕ DECIDUOUS TREE | ⊕ WELL |
| □ MAILBOX | ⚡ HYDRANT | ⊕ CONIFEROUS TREE | ⊕ SOIL CLASSIFICATION |
| ⊕ HVAC | ⚡ WATER VALVE | ⊕ WATER CONTROL VALVE | ⊕ SOIL BORING |
| ⊕ POWER POLE | — W — WATER MAIN | — OH — OVERHEAD WIRES | ■ PAD MOUNT TRANSFORMER |

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

INTERIM GRADING / RESTORATION NOTE

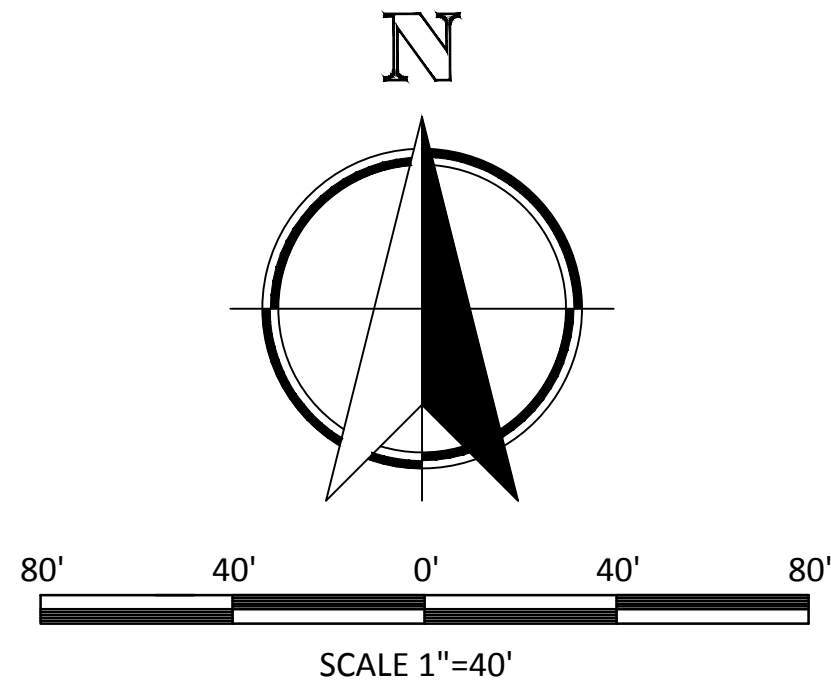
INTERIM GRADING SHOWN INDICATES FINAL GRADE UP TO TEN FEET (10') OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS AREA SHALL BE GRADED TO WITHIN FOUR INCHES (4") OF FINAL GRADE (MINUS TOPSOIL) EXCEPT SIDEWALKS WHICH SHALL BE GRADED TO SUBGRADE.

INTERIM GRADING BEYOND TEN FEET (10') OUTSIDE THE RIGHT-OF-WAY INDICATES TEMPORARY ELEVATIONS.

ALL AREAS SHOWN TO BE COVERED WITH EROSION MAT ARE TO FINAL GRADE AND SHALL BE COVERED WITH 6" OF SALVAGED TOPSOIL, GRADED TO MATCH PROPOSED GRADES (UNLESS SHOWN OTHERWISE) WITH A MAXIMUM OF 4:1 SLOPE AND RESTORED WITH SEED, FERTILIZER AND EROSION MAT PER SPECIFICATIONS.

UTILITY NOTE

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CLEAR AND GRUB WITHIN
PROPERTY LIMITS.

VILLAGE OF PLEASANT PRAIRIE
92-4-122-233-0027
COOPER ROAD

ROAD TO BE ROUGH
GRADED TO
PROPOSED SUBGRADE

98TH STREET

46TH COURT

CONTRACTOR TO
GRADE OFFSITE
TO ALLOW FOR
PROPER DRAINAGE

ROAD TO BE ROUGH
GRADED TO
PROPOSED SUBGRADE

CLEAR AND GRUB ALL EXISTING
BRUSH ON EAST PROPERTY LINE

EASEMENTS

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LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- ⊕ STORM INLET PROTECTION
- SILT FENCE
- ⊕ GRAVEL TRACKING PAD
- ⊕ EROSION MAT CLASS 1, TYPE B
- ⊕ EROSION BALES



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**THE COTTAGES AT VILLAGE GREEN
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INTERIM SITE GRADING & EROSION CONTROL PLAN
FOR
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VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

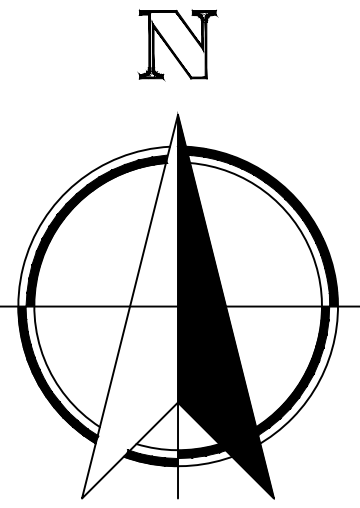
NO.	REVISION	DATE
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DATE: 6-20-2017

2012.0111.05

SHEET
8 OF **47**

ISSUE FOR CONSTRUCTION - 9-5-2017



80' 40' 0' 40' 80'
SCALE 1"=40'

INTERIM GRADING / RESTORATION NOTE:

INTERIM GRADING SHOWN INDICATES FINAL GRADE UP TO TEN FEET (10') OUTSIDE THE PUBLIC RIGHT-OF-WAY. THIS AREA SHALL BE GRADED TO WITHIN FOUR INCHES (4") OF FINAL GRADE (MINUS TOPSOIL) EXCEPT SIDEWALKS WHICH SHALL BE GRADED TO SUBGRADE.

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48TH AVENUE

209
MICHAEL J. HUGHES
92-4-122-233-0709
9957 48TH AVE

210
GREAT DAY HOLDING, LLC.
92-4-122-233-0710
48TH AVE

PORTABLE SALES TRAILER

LEGEND

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- STORM INLET PROTECTION
- — SILT FENCE
- GRAVEL TRACKING PAD
- EROSION MAT CLASS 1, TYPE B

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

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DIGGERS HOTLINE
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- LEGEND:**
- | | | | |
|---------------|------------------|---------------------|-----------------------|
| STORM MANHOLE | SANITARY MANHOLE | SIGN | GUARD POST |
| CATCH BASIN | SANITARY SEWER | YARD LIGHT | FOUND IRON PIPE |
| STORM SEWER | CLEAN OUT | DECIDUOUS TREE | WELL |
| MAILBOX | HYDRANT | CONIFEROUS TREE | SOIL CLASSIFICATION |
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SILT FENCE NOTE

UPON COMPLETION OF THE PAVEMENT INSTALLATION, SILT FENCE SHALL BE INSTALLED TIGHT TO THE BACK OF THE CURB FOR ALL PAVEMENT IN PHASE 1. (2,470 L.F.)

RETENTION BASIN DREDGING NOTE

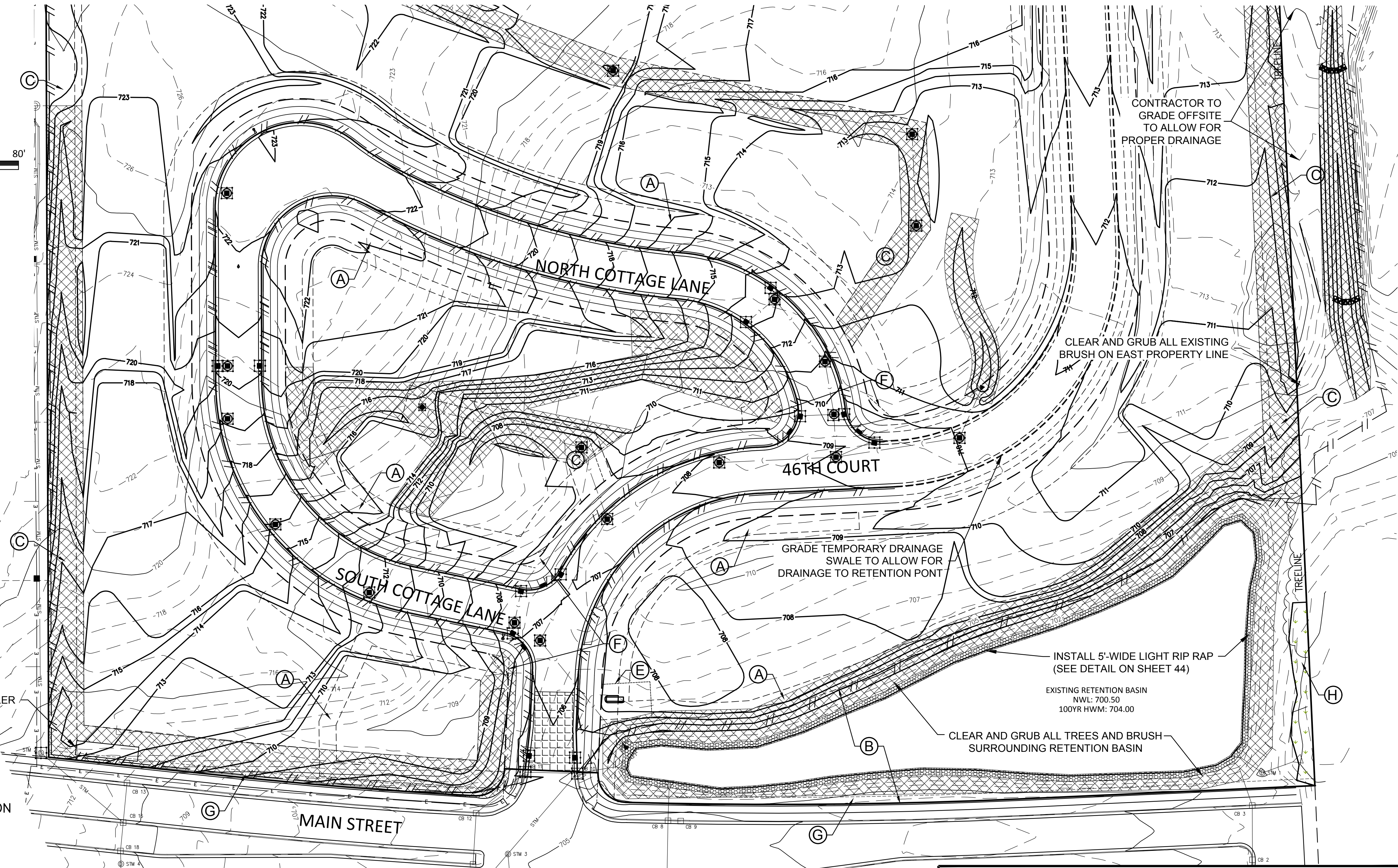
UPON COMPLETION OF THE CLEARING AND GRUBBING OPERATION, THE CONTRACTOR SHALL PUMP DOWN THE BASIN AND REMOVE UP TO 12-INCHES (12") AVERAGE OF SEDIMENT FROM THE BASIN BOTTOM (DESIGN BOTTOM OF POND @ 693.50). THIS MATERIAL SHALL BE SPREAD ON SITE AS FILL MATERIAL (UP TO 1,250 CY)

UPON COMPLETION OF THE DREDGING OPERATION, THE BASIN'S SIDE SLOPES AND EMBANKMENTS SHALL BE RE-GRADED AS NECESSARY TO REMOVE ALL RUTS AND ROUGH AREAS, RE-TOPSOILED (AS NECESSARY) AND RESTORED WITH SEED, FERTILIZER AND STABILIZED WITH EROSION MAT.

CONTRACTOR IS TO COORDINATE WITH THE LANDSCAPER TO ENSURE TREES ARE INSTALLED PRIOR TO SIDE SLOP RESTORATION.

EASEMENTS

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- (B) DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT AREA
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CONTRACTOR TO GRADE OFFSITE TO ALLOW FOR PROPER DRAINAGE

CLEAR AND GRUB ALL EXISTING BRUSH ON EAST PROPERTY LINE

GRADE TEMPORARY DRAINAGE SWALE TO ALLOW FOR DRAINAGE TO RETENTION POINT

INSTALL 5'-WIDE LIGHT RIP RAP (SEE DETAIL ON SHEET 44)

EXISTING RETENTION BASIN
NWL: 700.50
100YR HWM: 704.00

CLEAR AND GRUB ALL TREES AND BRUSH SURROUNDING RETENTION BASIN



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**THE COTTAGES AT VILLAGE GREEN
CONDOMINIUM**

INTERIM SITE GRADING & EROSION CONTROL PLAN

FOR
THE COTTAGES AT VILLAGE GREEN, LLC.
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

NO.	1	PHASE 2 UPDATE	REVISION	DATE
				5/8/18

PROJ. MGR: MDE
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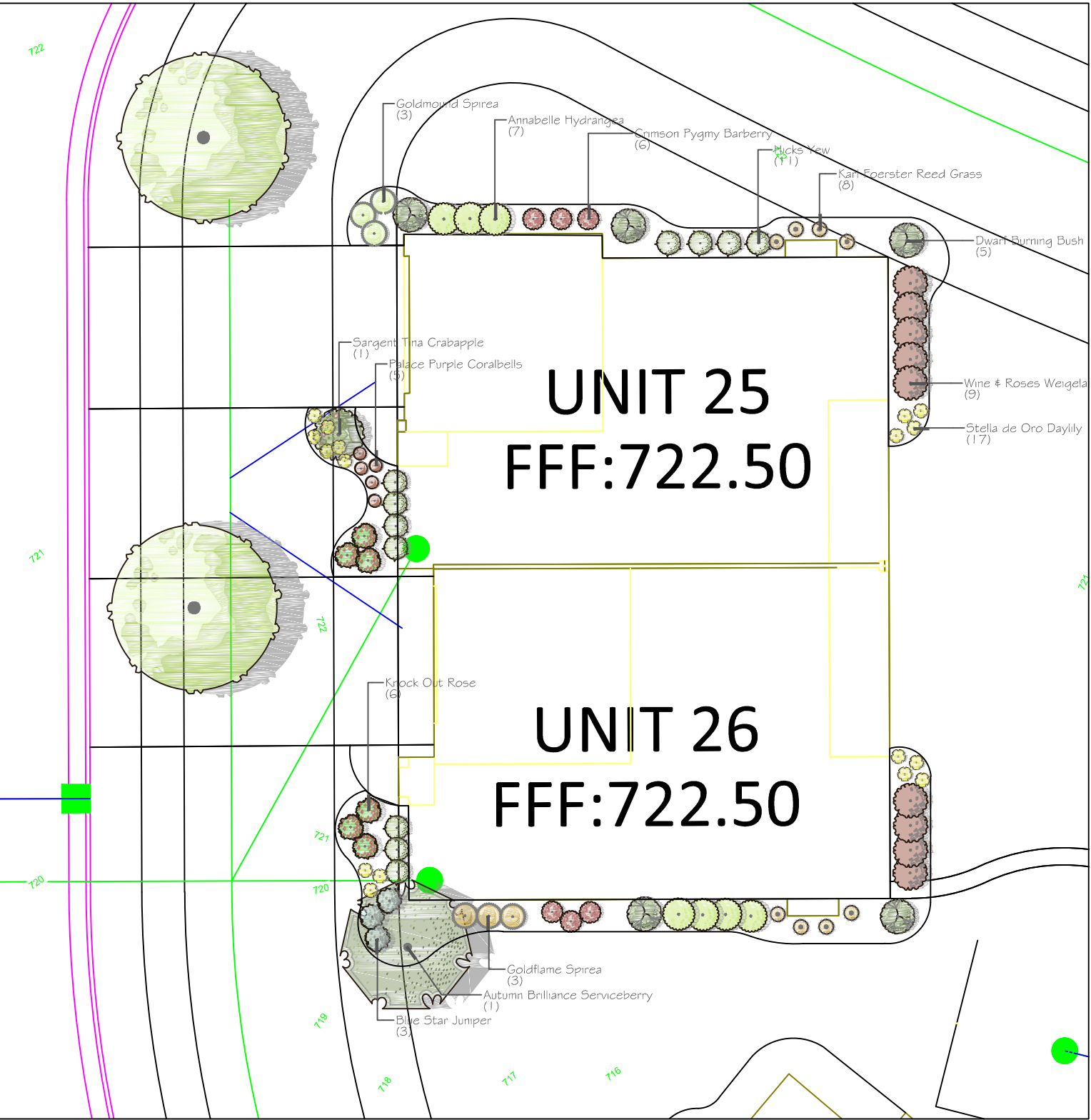
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SHEET
9 OF **47**

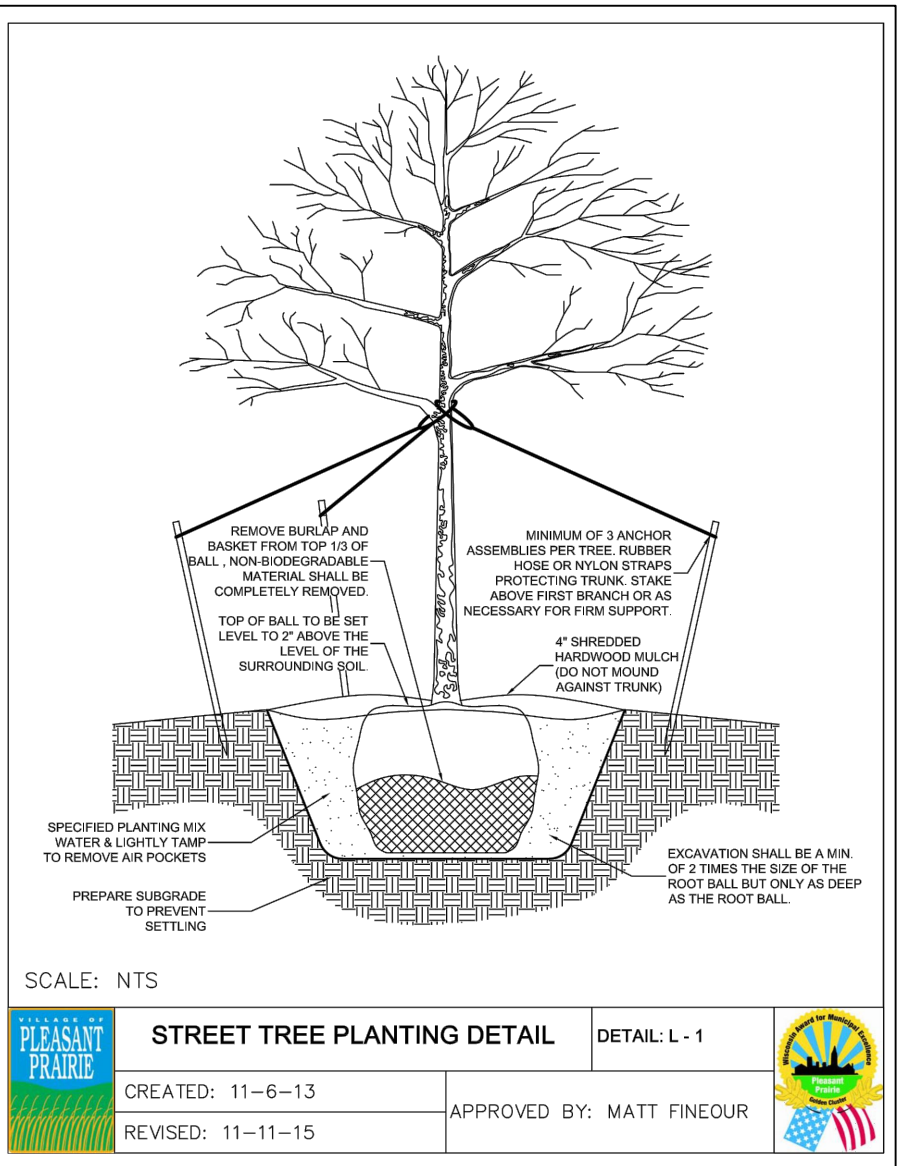
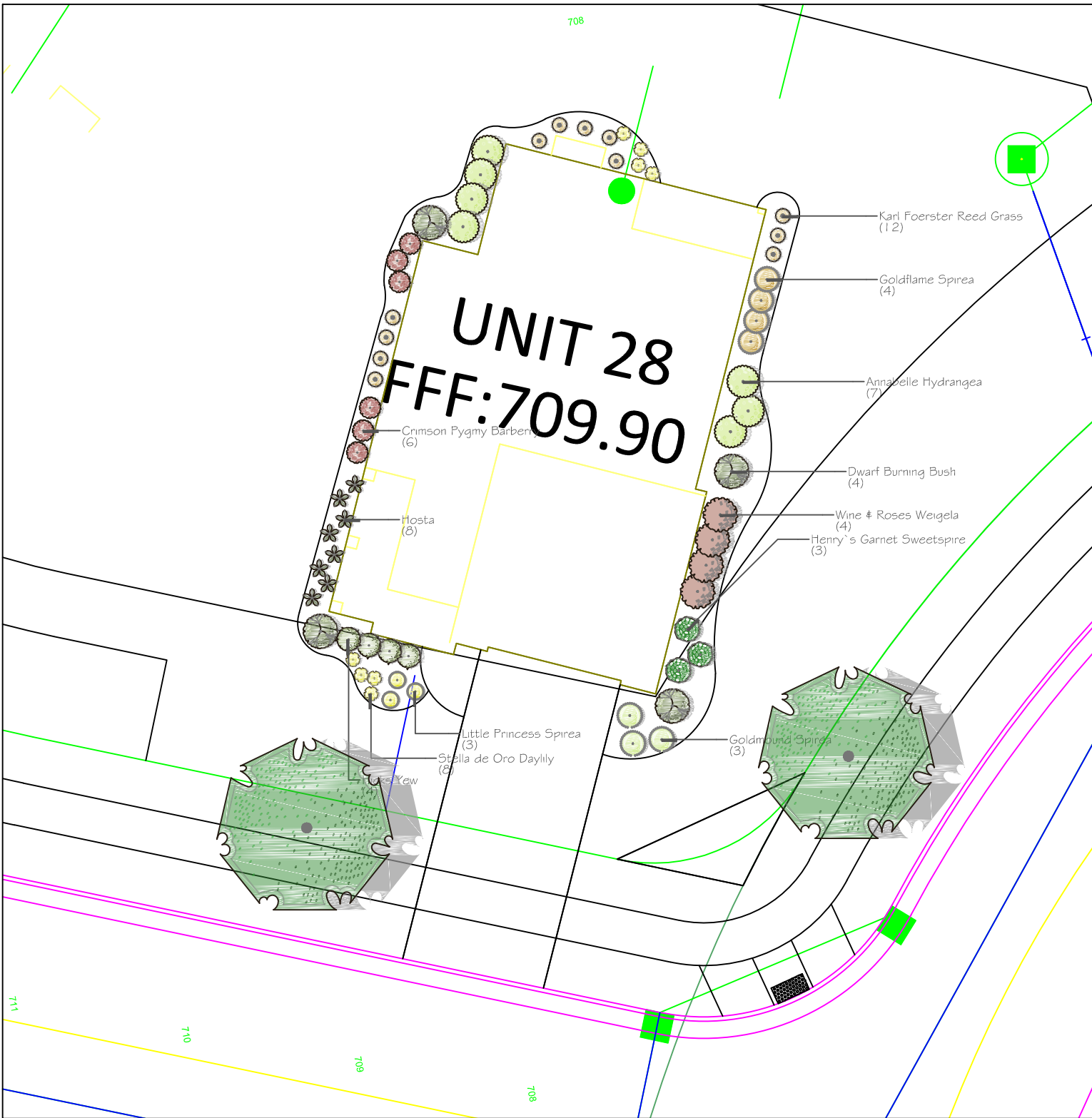
ISSUE FOR CONSTRUCTION - 9-5-2017

This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.

Typical Duplex

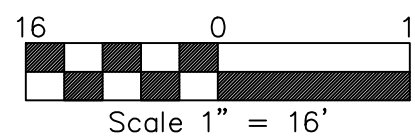
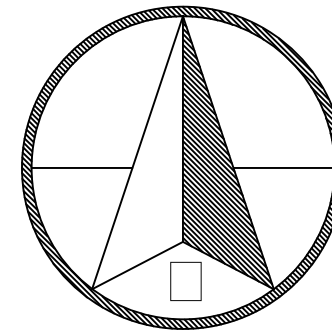


Typical Single



The Cottages of Village Green

9110 Prairie Village Green Drive, Pleasant Prairie, WI



16 0 16
Scale 1" = 16'

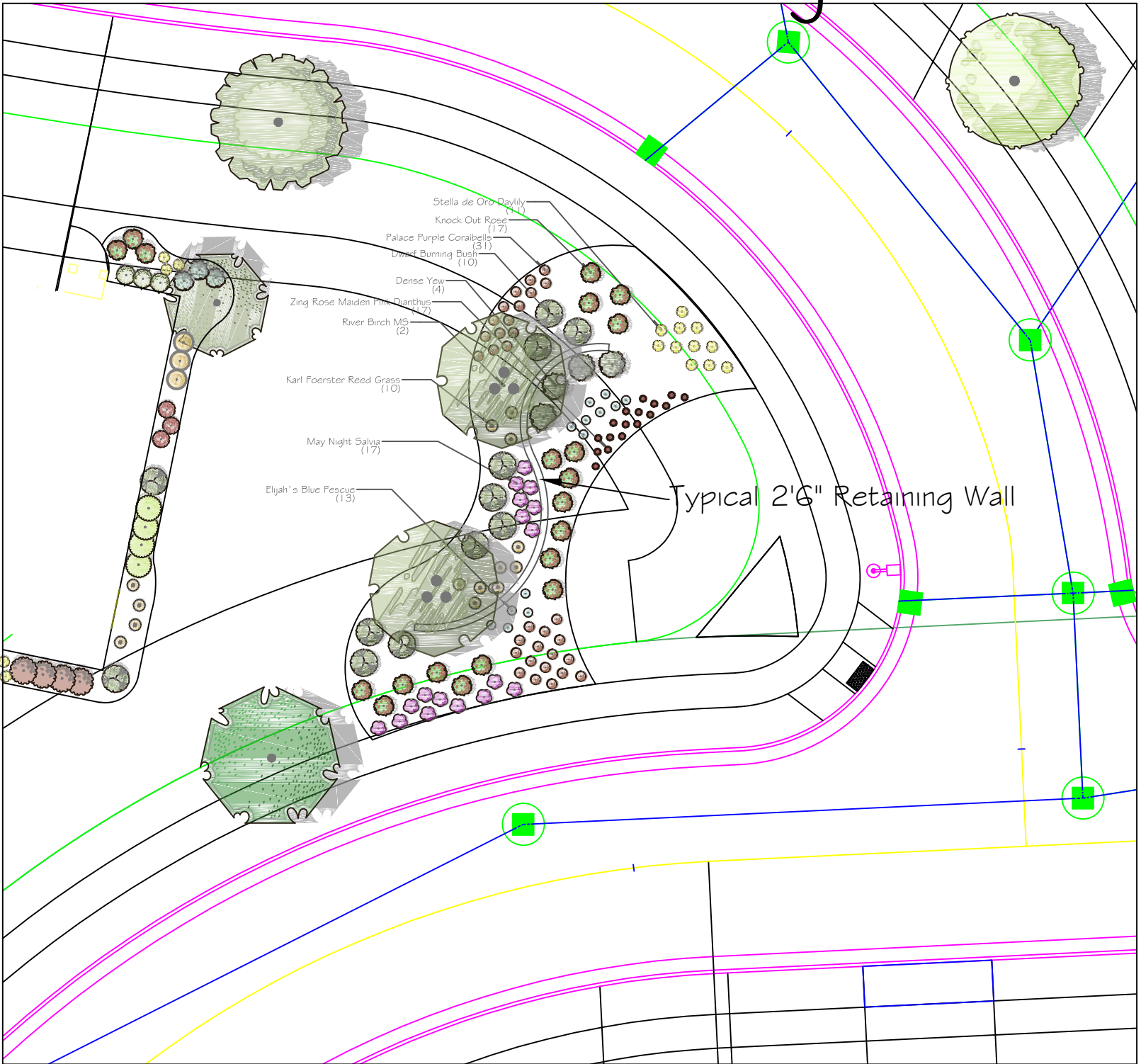
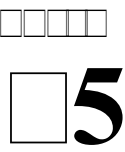
16 0 16
Scale 1" = 16'

4

This plan as an instrument of service is the property of Breezy Hill Nursery, Inc. and may not be used in whole or part without our written consent. Violators are subject to prosecution.



9110 Prairie Village Green Drive, Pleasant Prairie, WI



- C. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT** for the request of Jonah Hetland of Bear Homes on behalf of Arbor Ridge Development Inc., for approval to use the home located at 7942 98th Circle as a sales and model home in the Arbor Ridge Subdivision.

Recommendation:

Village staff recommends that the Plan Commission approve the **Conditional Use Permit** subject to the attached comments and conditions of the Village Staff Report of July 23, 2018.

VILLAGE STAFF REPORT OF JULY 23, 2018

CONSIDERATION OF A CONDITIONAL USE PERMIT for the request of Jonah Hetland of Bear Homes on behalf of Arbor Ridge Development Inc., for approval to use the home located at 7942 98th Circle as a sales and model home in the Arbor Ridge Subdivision.

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** to use the home located at 7942 98th Circle that is currently under construction as a model home/sales office for the Arbor Ridge Subdivision. (**Exhibit A**).
2. The subject property is known as Lot 37 in the Arbor Ridge Subdivision 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 91-4-122-084-0637.
3. The property is zoned R-4.5 (PUD) Urban Single Family Residential District with a Planned Unit Development Overlay District. Pursuant to Section 420-109 C (1) (b) of the Village Zoning Ordinance, model homes and related temporary real estate sales offices or marketing centers are allowed in the R-4.5 District with the approval of a Conditional Use Permit issued by the Plan Commission.
4. Pursuant to Section 420-148 B (67) of the Village Zoning Ordinance, the Model Units/ Sales Center are allowed with the following conditions:
 - a. The model home/sales office is allowed for two years and shall not be used until an occupancy permit is obtained.
 - b. The model home/sales office shall be handicapped accessible and meet all ADA requirements.
 - c. The model home/sales office shall not be open past 9:00 p.m. The application indicates that the model home will be open Tuesday and Thursdays from 4:00 p.m. to 7:00 p.m., Saturdays and Sundays from 11:00 a.m. to 3:00 p.m. or by appointment.
 - d. Proper exterior maintenance of the property shall be provided, such as but not limited to lawn and yard maintenance and snow removal.
 - e. The lot shall be completely landscaped prior to occupancy.
 - f. The off-street parking area shall be completed with either a gravel base or a paved surface prior to verbal occupancy. Parking shall be required within the driveways and allowed on to public streets adjacent to the units. Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency and shall not hinder traffic visibility.
5. Notices were sent to adjacent property owners via regular mail on July 2, 2018 and the required notice was published in the Kenosha News on July 9 and 16, 2018.
6. The petitioner was emailed a copy of the Plan Commission Memorandum on July 20, 2018.

7. According to the Village's Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit.

Village Staff Conclusions and Recommendation:

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

- does not impede the traffic patterns on the site or cause traffic congestion or traffic circulation problems and the traffic patterns on the site do not hinder, harm or distract the provisions of public services;
- does not impair an adequate supply of light and air to the adjacent properties;
- does not increase danger of fire;
- does not create storm water flooding or drainage, create obnoxious odors, problems or otherwise endanger the public health, safety or welfare;
- has no existing identified hazard, danger, harm, noxiousness, offensiveness, nuisance or other adversity or inconsistency that would endanger the public's health, safety or welfare related to the proposed use;
- the proposed and applied for use on this particular parcel is not inherently inconsistent with either the R-4.5 District in which it is located or the adjoining residential neighborhood; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water services, storm water management, streets and highways and fire protection.

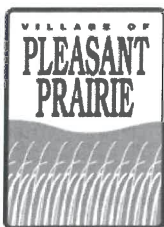
Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit as specified above; then approval of the Conditional Use Permit to use the condominium units as model units/sales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

1. The model home/sales office may operate from this location for a period not to exceed two (2) years from the date of this approval or until all lots are sold or until this house is sold, whichever occurs first.
2. The property shall be completely landscaped and the driveway shall be paved prior to using the home as a model home/sales center.
3. The garage shall not be converted for use as a showroom or sales office without property permits.
4. The petitioner is responsible to ensure that any brochures or informational marketing materials used to market the model home that are distributed on-site do not blow onto adjacent properties. All litter or debris generated at the site shall be picked up at the end of every business day.
5. Proper exterior maintenance of the property shall be provided, such as but not

limited to lawn and yard maintenance and snow removal.

6. Said model home shall be handicapped accessible and meet all ADA requirements.
7. Parking shall be provided on the driveway and on the adjacent to the lot. Vehicular parking shall not block any driveways or fire hydrants and shall not be allowed on the street during a snow emergency or hinder traffic visibility.
8. The model home/sales office shall not be open past 9:00 p.m. and is proposed to be open the days and times noted in the application: Tuesday and Thursdays from 4:00 p.m. to 7:00 p.m., Saturdays and Sundays from 11:00 a.m. to 3:00 p.m. or by appointment.
9. The model home shall **not** be used as living quarters pursuant to the Conditional Use Permit.
10. Prior to any model home sign being installed, the property owner shall obtain the required sign permit.
11. **The model home site shall not display any streamers, banners, triangle flags, pennants, strings of pennants, pinwheels, etc., at any time on the property. No off-lot directional, marketing or off-premise advertising signage is allowed during the week or on the weekends. Violation of this requirement may result in immediate revocation of this conditional use permit.**
12. No use on site shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
13. No changes to the exterior site or house conditions shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved model home operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
14. The Conditional Use Grant shall become effective upon the execution and recording of the document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the Conditional Use Permit(s) or zoning violation prosecution, or both.
15. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.

DEV1806-005



CONDITIONAL USE PERMIT APPLICATION

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

I (We), the undersigned do hereby petition the Village Plan Commission to approve a Conditional Use Permit as hereinafter requested.

Project Name: Arbor Ridge Model Home

Property Location: 7942 98th Circle

Legal Description: Lot 37 Arbor Ridge Subdivision

Tax Parcel Number(s): 91-4-122-084-0637

Existing Zoning District(s): R-10 (UHO)

The Proposed Use for this Property is:

Model Home within residential subdivision.

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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

PROPERTY OWNER:

Print Name: S.R. Mills

Signature: [Signature]

Address: 4011 80th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: 262-694-2327

Fax: _____

Email: smills@beardevelopment.com

Date: 06/26/2018

APPLICANT/AGENT:

Print Name: Jonah Hetland

Signature: [Signature]

Address: 4015 80th Street

Kenosha WI 53142

(City) (State) (Zip)

Phone: 262-942-3500

Fax: 262-942-3505

Email: jonah@cmaofwi.com

Date: 06/26/2018



June 25th, 2018

Attn: Peggy Herrick
Village of Pleasant Prairie

Dear Mrs. Herrick,

The following is a brief narrative related to our proposed model home in the Arbor Ridge Subdivision:

We are proposing to operate the two story home located on lot 37 Arbor Ridge as a model home for Bear Homes, LLC. We will furnish the home with some furniture, appliances and a small office area.

We intend on having the model home “open” during designated hours throughout the week so that potential clients can stop in and meet with one of our sales agents.

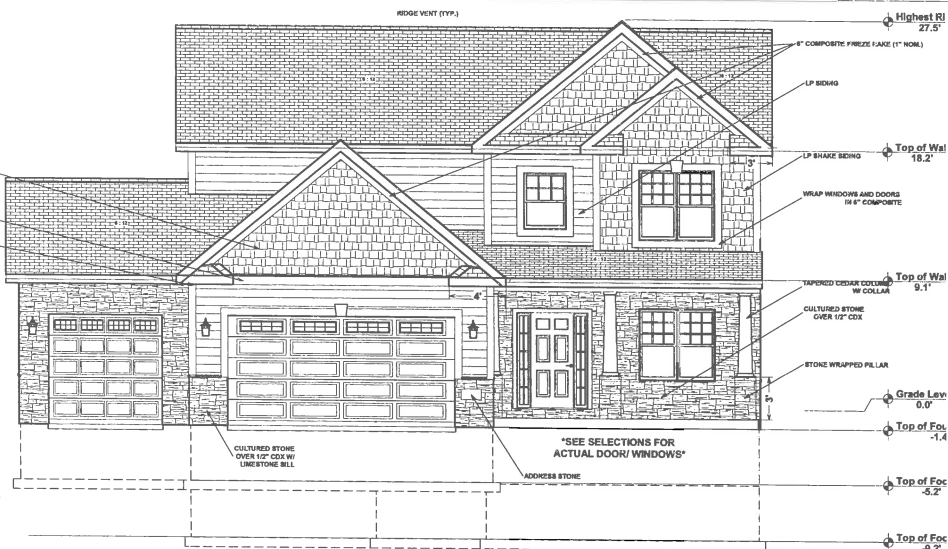
We are proposing the following hours:

Tuesday 4p to 7p
Thursday 4p to 7p
Saturday 11a to 3p
Sunday 11a to 3p
*other hours would be by appointment only

Bear Homes proposes to operate this model for 2 – 3 years. Bear Homes currently has a model home located in Bristol which can be viewed on our website www.bearhomes.com

Sincerely,

Jonah P. Hetland
C.O.O.



FRONT ELEVATION
1/4 in = 1 ft

USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



REAR ELEVATION
1/4 in = 1 ft

USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



focus on energy

Partnering with Wisconsin utilities

FOCUS ON ENERGY

NEW HOMES PROGRAM NOTES:

- HOME MUST BE A MINIMUM 10% MORE EFFICIENT THAN THE SAME HOME DESIGNED TO CURRENT UNIFORM DWELLING STANDARDS.
- BUILDING AIR TIGHTNESS (20 TIMES TOTAL BUILDING SHELL AREA MAX - CFM 50)
- SEALED SHIP BARN/CROCK.
- SEALED PLUMBING ROUGH-IN THROUGH BASEMENT FLOOR (AIR TIGHT).
- FULL COVERAGE FOUNDATION INSULATION (R-5, 1" FOAM BOARD MIN.)
- WHOLE HOUSE VENTILATION (PER ASHRAE 62-2, LOCATE FAN IN A CENTRAL BATH.
 - 110 CFM, WITH 8 INCH METAL DUCT TO EXTERIOR OF HOME.
 - WHOLE HOUSE FAN TO HAVE SWITCH IN BATHROOM AND OUTSIDE IN HALLWAY TO BE WIRED IN PARALLEL.
- ALL OTHER BATHROOMS MUST HAVE A 70 CFM EXHAUST FAN WITH 4 INCH METAL DUCT TO EXTERIOR OF HOME.
- WATER HEATER MUST BE POWER VENTED OR CLOSED COMBUSTION TYPE WITH AN ENERGY FACTOR EQUAL TO OR GREATER THAN .875.
- FURNACE MUST BE CLOSED COMBUSTION, WITH INTAKE AND EXHAUST VENTED TO EXTERIOR OF BUILDING.
- FIREPLACE MUST BE DIRECT VENT GAS WITH CLOSED COMBUSTION AIR INTAKE CONNECTED DIRECTLY TO THE EXTERIOR OF BUILDING (SEALED COMBUSTION WOOD BURNERS ALSO ALLOWED, CONTACT ENERGYLINK, LLC. 262-388-5500).
- ATTIC HATCH MUST BE GASKETED AND HAVE A MINIMUM OF R-20 INSULATION ATTACHED.
- ON-GRADE SLAB MUST HAVE R-5 INSULATION AT EXPOSED EDGE.
- HEATING/COOLING DUCTS LOCATED IN THE ATTIC MUST BE INSULATED PER CODE AND HAVE ALL JOINTS SEALED.

ROUGH CARPENTER NOTE:

- NOTE LOCATION OF TOILET AND R.V. PIPE. DO NOT PLACE FLOOR JOISTS DIRECTLY IN THIS AREA. ALLOW 8" TO THE CENTER ON BOTH SIDES AND 15" FROM THE WALL FOR THE TOILET AND 8" TO THE CENTER ON BOTH SIDES OF THE R.V. PIPE.
- ALL EXTERIOR OPENINGS (WINDOWS, DOORS, ETC.) ON THE FIRST FLOOR ARE TO BE A MINIMUM OF (2) 2"x12" HEADERS, UNLESS IT IS OTHERWISE NOTED AS SUCH ON THE PLAN. ALL EXTERIOR OPENINGS ON THE SECOND FLOOR UP TO A 8'0" SPAN ARE TO BE A MINIMUM OF (2) 2"x12" HEADERS, ANY (BEARING) OPENING ON FIRST OR SECOND FLOOR OVER 8'0" SPAN ARE TO BE A MINIMUM OF 2-PLY MICROLAM HEADERS AS NOTED PER THE PLAN.
- 1ST FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-30 MIN. BATT INSULATION IN THE CLOS. (WHERE APPLICABLE), R-19 BATT INSUL. IN BOX SILL, AND 3/4" PRESSURE TREATED PLYWOOD (NO R-BOARD IS TO BE USED ON 1ST FLOOR CANTILEVERS). 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION WITH 7/16" O.S.B. SHEATHING PRIOR TO INSTALLATION OF EXTERIOR FINISH.
- ALL DIMENSIONS SHOWN ON THE PLAN ARE FOR ROUGH DIMENSIONS, THESE ARE FROM THE FACE OF THE STUD TO THE FACE OF THE STUD.
- ALL INTERIOR HEADERS ON NON-BEARING WALLS ARE TO BE LAUDER HEADERS (SEE DETAIL, ALL BEARING WALLS WILL BE NOTED AS TO THE SIZE ON THE PLAN).
- METAL WINDBRACING IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED.
- 7/16" O.S.B. IS TO BE USED AS EXTERIOR WALL SHEATHING ALL GABLE ENDS, FIREPLACE CHIMNEYS AND ALL HANDING WINDOW BOXES NAILED W/ 8/00 8" TO 16" O.C.
- ALL HEADERS (INTERIOR BEARING AND ALL EXTERIOR) ARE TO BE NAILED WITH 16D NAILS AT 16" O.C. STAGGERED ON EACH SIDE. (ALL MICROLAM HEADERS ARE TO BE NAILED W/ 16D NAILS @ 12" O.C. STAGGERED ON EACH SIDE AND GLUED).

EXTERIOR MATERIALS NOTES:

- ALL WINDOWS TO BE PELLA 300 SERIES' VINYL WITH DRYWALL RETURNS, COLOR: WHITE.
- TRADITIONAL GRILLS.
- ARCHITECTURAL ROOF WITH CLOSED VALLEYS.
- HOUSEWRAP TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.
- SIDING TO BE APPLIED TO ENTIRE PERIMETER OF BUILDING EXTERIOR WALLS.
- CULTURED STONE WAINSCOT WITH LIMESTONE CAP AT FRONT ELEVATION.
- 1" - R-4 RIGID INSULATION, FULL HEIGHT, AT ALL BASEMENT EXTERIOR WALLS.

SPECIAL NOTE:

THE BUYER(S) ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION, DEVIATIONS MAY OCCUR FROM THE PRINT. THEREFORE, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FIXTURES (I.E. HVAC, PLUMBING, ELEC, AND DOWNSPOUTS.)

X. _____ / /
X. _____ / /

PERSON TABLE
DATE: REV BY: DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

BEAR HOMES

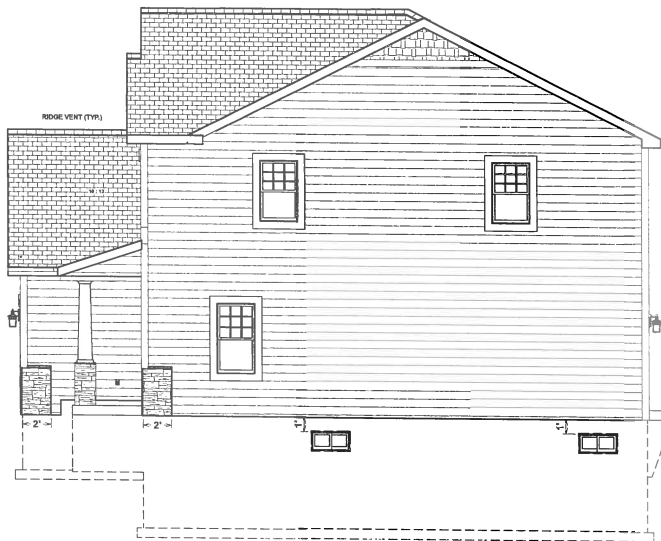
STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ABBOT RIDGE LOT
37

DATE:
2/20/2018
SCALE:
SHEET:
1 OF 9



LEFT ELEVATION
1/4 in = 1 ft

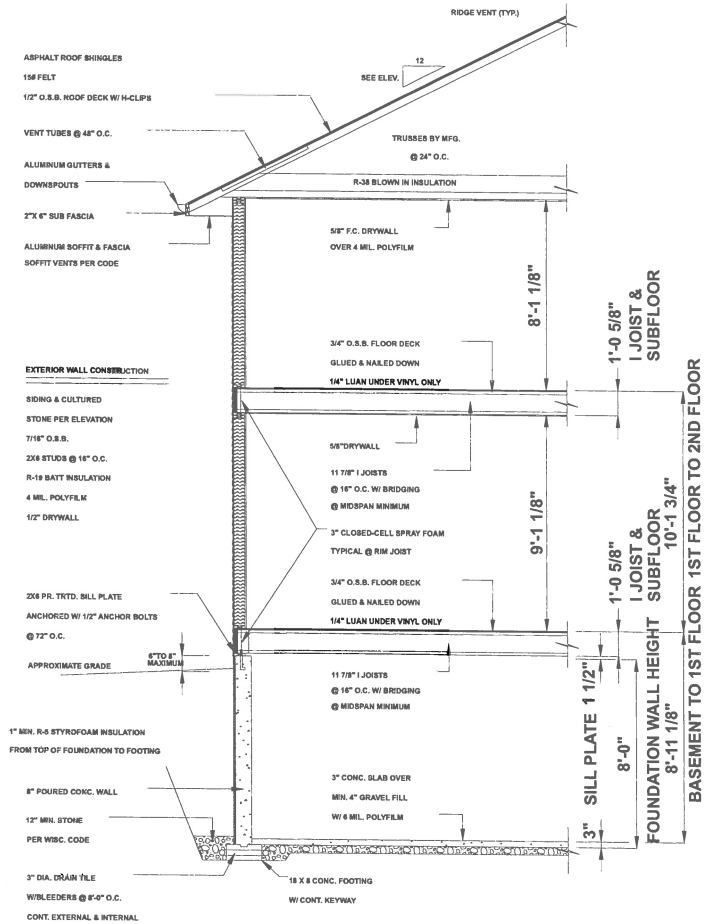
USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS



RIGHT ELEVATION
1/4 in = 1 ft

USE DIMENSIONS SHOWN-DO NOT SCALE DRAWINGS

EXTERIOR WALL CONSTRUCTION
LP SIDING
& CULTURED STONE
PER ELEVATION
7/16" O.S.B. OVER
2X6 STUDS @ 16" O.C.
R-19 BATT INSULATION
4 MIL. POLYFILM
1/2" DRYWALL



TYPICAL SECTION

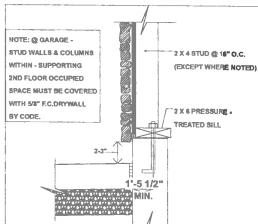
REVISION TABLE
DATE REV BY DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

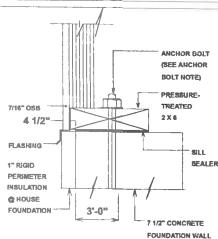
BEAR HOMES

STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT 27

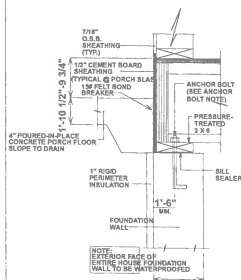
DATE:
2/20/2018
SCALE:
SHEET:
2 OF 9



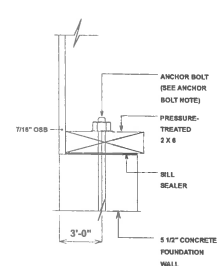
A SECTION - CULTURED STONE @ GARAGE
SCALE: NONE



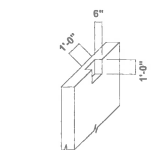
B SILL PLACEMENT @ HOUSE FOUNDATION
SCALE: NONE



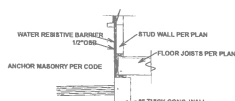
C SILL PLACEMENT @ PORCH
SCALE: NONE



D SILL PLACEMENT @ GARAGE FOUNDATION
SCALE: NONE



BEAM POCKET DETAIL
SCALE: 1/4\"/>



STONE VENEER DETAIL
SCALE: 1/2\"/>

CONCRETE NOTES:

1. ALL BASEMENT WINDOWS ARE TO BE INSTALLED 1'-0\"/>

ANCHOR BOLT NOTE:

ANCHOR BOLTS IN GARAGE TO BE PLACED 2\"/>

CARPENTERS:

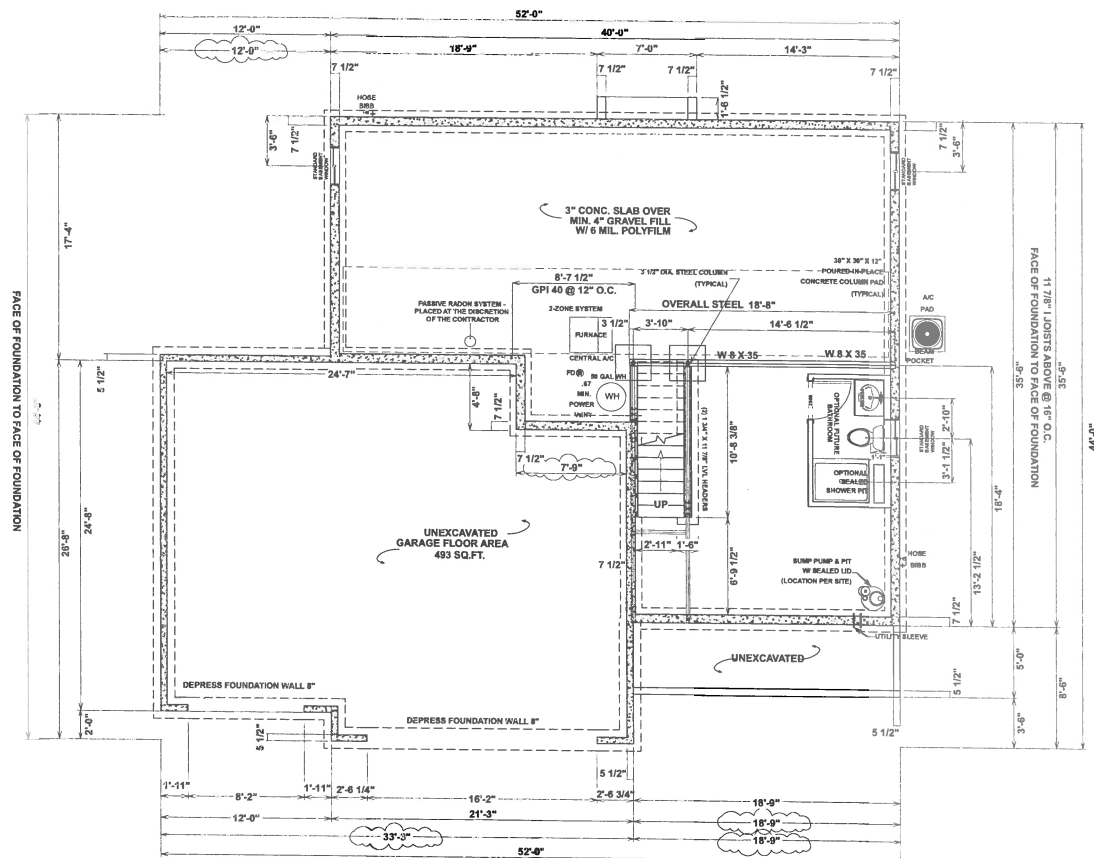
PLEASE NOTE THE LOCATION OF CENTERLINES FOR PLUMBING & ALLOW 3\"/>

NOTE:

EXTERIOR FACE OF ENTIRE HOUSE FOUNDATION WALL TO BE WATERPROOFED.

NOTE:

PELLA WINDOW DESIGNATIONS EQUAL ROUGH OPENING SIZES. 250 SERIES VINYL SINGLE HUNG DRYWALL RETURNS



FACE OF FOUNDATION TO FACE OF FOUNDATION
TOTAL AREA:
986 S.Q. F.T.

BASEMENT FLOOR PLAN

1/4 in = 1 ft

DATE	REVISION	DESCRIPTION
1-2-18	NO	CHANGED DIMENSIONS

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

BEAR HOMES

STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT 37

DATE:

2/20/2018

SCALE:

SHEET:

3 OF 9

Diagram illustrating the Master Shower Detail. The shower pan is 36" x 48" and features a 36" x 12" niche shelf centered on the wall. Corner shelves are shown per selection. The shower pan is labeled "SHOWERHEAD LOCATION" and "FRAMELESS GLASS SHOWER DOOR - HINGED LEFT". Dimensions are provided for the shower pan (36" x 48") and the niche shelf (36" x 12").

Diagram of a 6' x 6' x 6' enclosure. The diagram shows a side view of the enclosure with dimensions: 1'-6" for the top rail height, 5'-8" for the base width, 5'-0" for the main body height, 5'-2 1/2" for the total height, and 9'-0 1/2" for the total height including the top rail. The label "FACE OF GYP. BD. (TO FACE OF GYP. BD. (FIELD VERIFY))" is shown at the bottom.

A MUD ROOM OPENING

B BATH ARCH

NOTE:
INSTALL 1/2"
O.S.B. UNDER
ALL EXTERIOR
DOOR OPENINGS

[illegible]

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500


BEAR HOMES

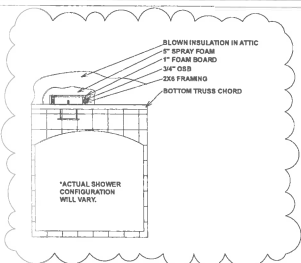
STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT
37

DATE: 2/20/2018

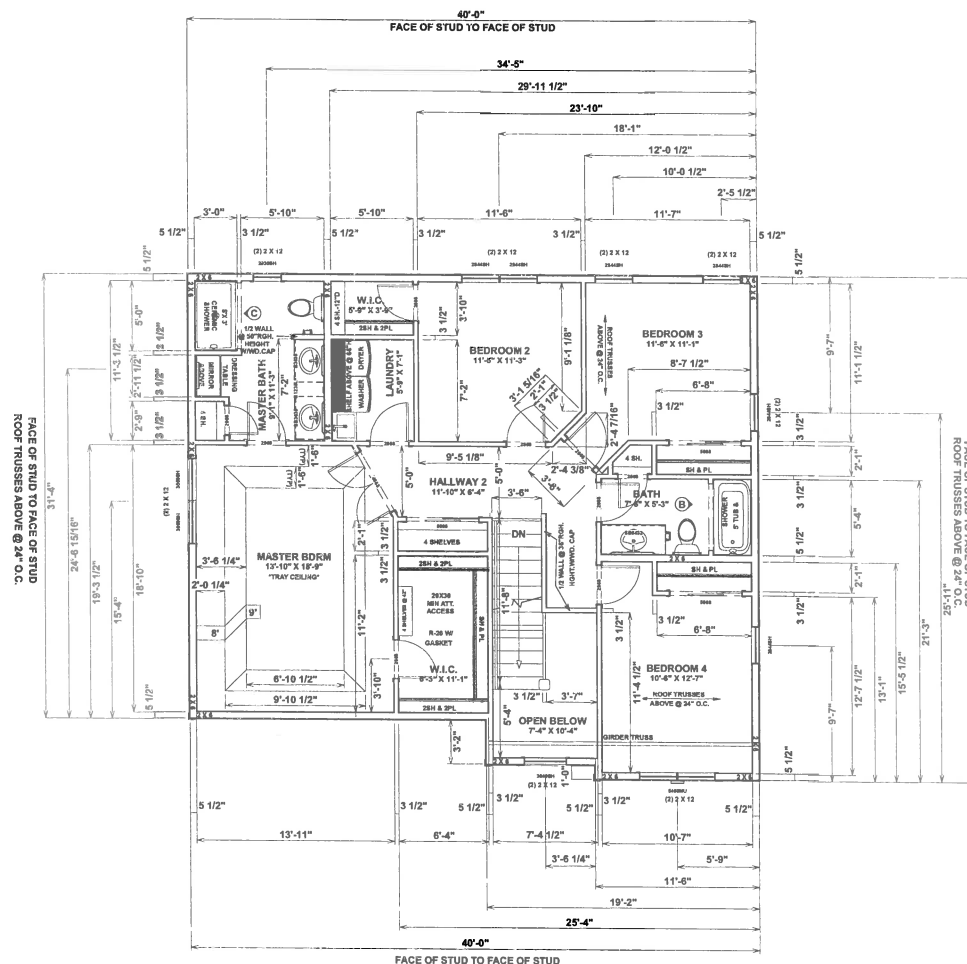
SCALE:

SHEET:

4 OF 9



MASTER SHOWER DETAIL



TOTAL AREA:
1325 S.Q. F.T.

SECOND FLOOR PLAN
1/4 in = 1 ft

CARPENTERS:
PLEASE NOTE THE LOCATION OF
CENTERLINES FOR PLUMBING &
ALLOW 3" MINIMUM OF SPACE
ON BOTH SIDES OF CENTERLINE
@ FLOOR JOISTS.

NOTE:
PELLA WINDOW DESIGNATIONS
EQUAL ROUGH OPENING SIZES.
250 SERIES VINYL SINGLE HUNG
DRYWALL RETURNS

NOTE:
INSTALL 1/2"
O.S.B. UNDER
ALL EXTERIOR
DOOR OPENINGS

Required alternates:
• Trusses - cost for tray & cathedral where shown
• Trim materials - cost for doors, boot bench, spindle & railing
• Fireplace - options for 35" & 40" models, masonry upgrade (El Dorado or eq.)
• Windows - as called out on plan
• Flooring - break down by matrix, upgrades for bath tile
• Add pantry in lieu of powder room - deduct or add based on scope of work
• Counter tops - cost for flush or raised island

DATE	REV	DESCRIPTION
2-28-18	NJ	ADD MASTER SHOWER DETAIL

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



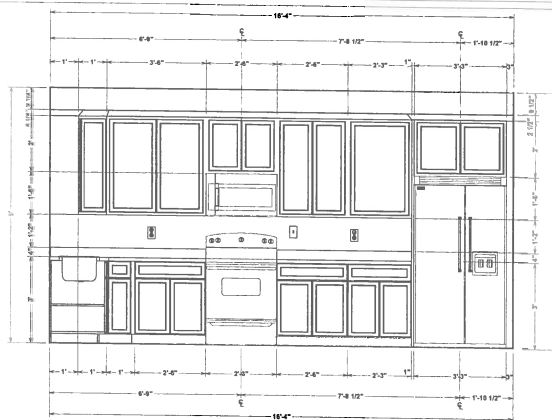
STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT
37

DATE:
2/20/2018

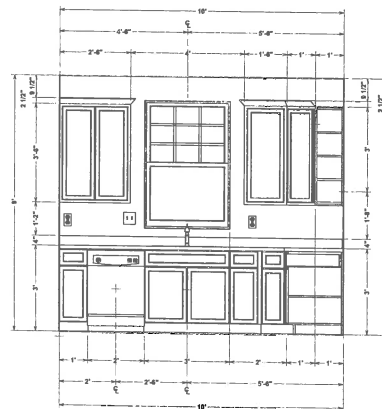
SCALE:

SHEET:

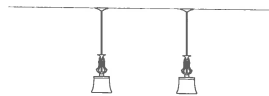
5 OF 9



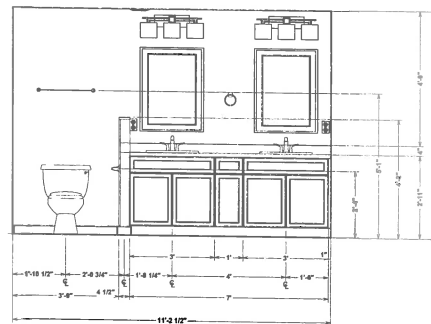
KITCHEN ELEVATION (RIGHT)
1/2 in = 1 ft



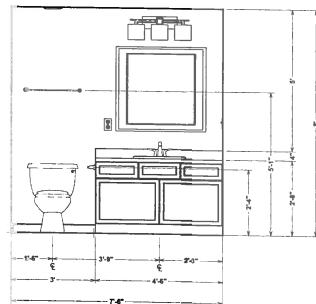
KITCHEN ELEVATION (REAR)
1/2 in = 1 ft



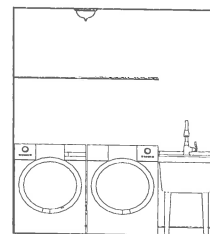
KITCHEN ISLAND ELEVATION
1/2 in = 1 ft



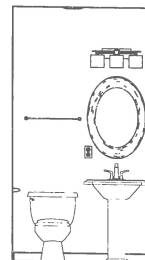
MASTER BATH (RIGHT)
1/2 in = 1 ft



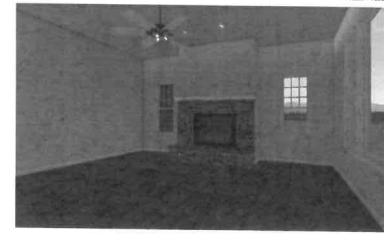
HALL BATH ELEVATION (FRONT)
1/2 in = 1 ft



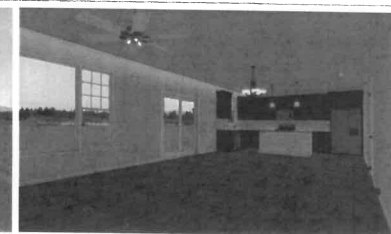
LAUNDRY ROOM (RIGHT)
1/2 in = 1 ft



POWDER ROOM (REAR)
1/2 in = 1 ft



GREAT ROOM CAMERA VIEW



KITCHEN CAMERA VIEW



HALL BATH CAMERA VIEW



MASTER BATH CAMERA VIEW



MASTER BATH CAMERA VIEW 2



POWDER ROOM CAMERA VIEW



LAUNDRY ROOM CAMERA VIEW

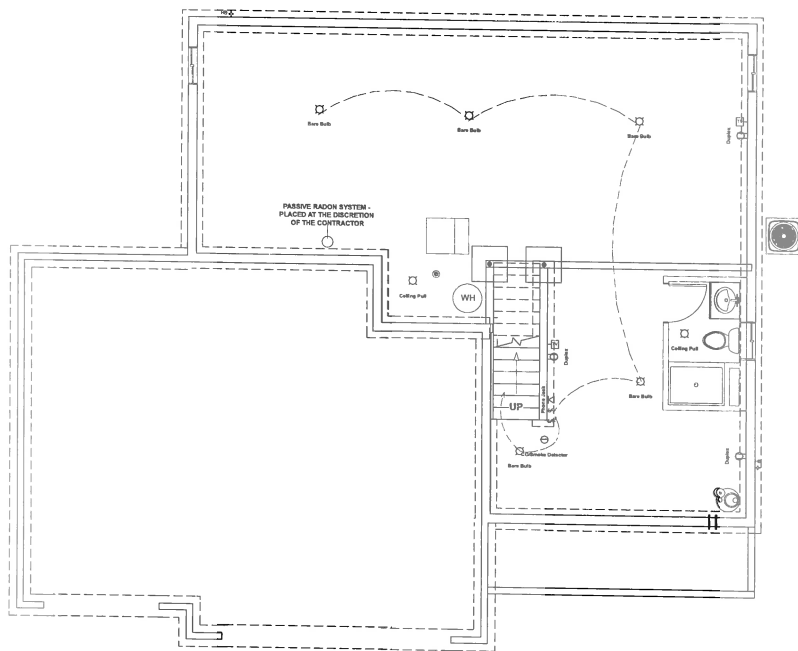
DATE	REV	DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

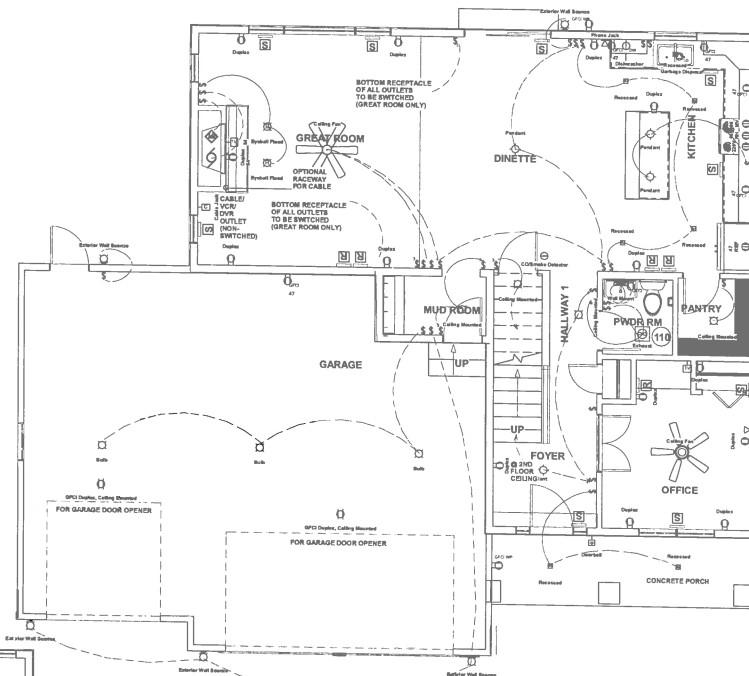
BEAR HOMES

STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT 37

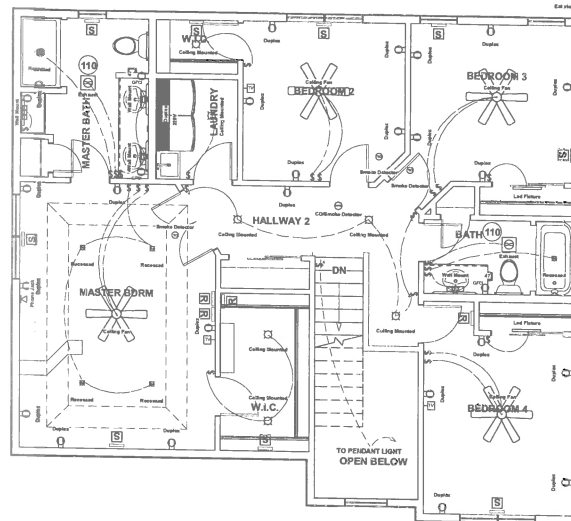
DATE:
2/20/2018
SCALE:
SHEET:
6 OF 9



BASEMENT ELECTRICAL/ HVAC PLAN
1/4 in = 1 ft



FIRST FLOOR ELECTRICAL/ HVAC PLAN
1/4 in = 1 ft



SECOND FLOOR ELECTRICAL/ HVAC PLAN
1/4 in = 1 ft

DATE	REVISION/DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500



STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT
37

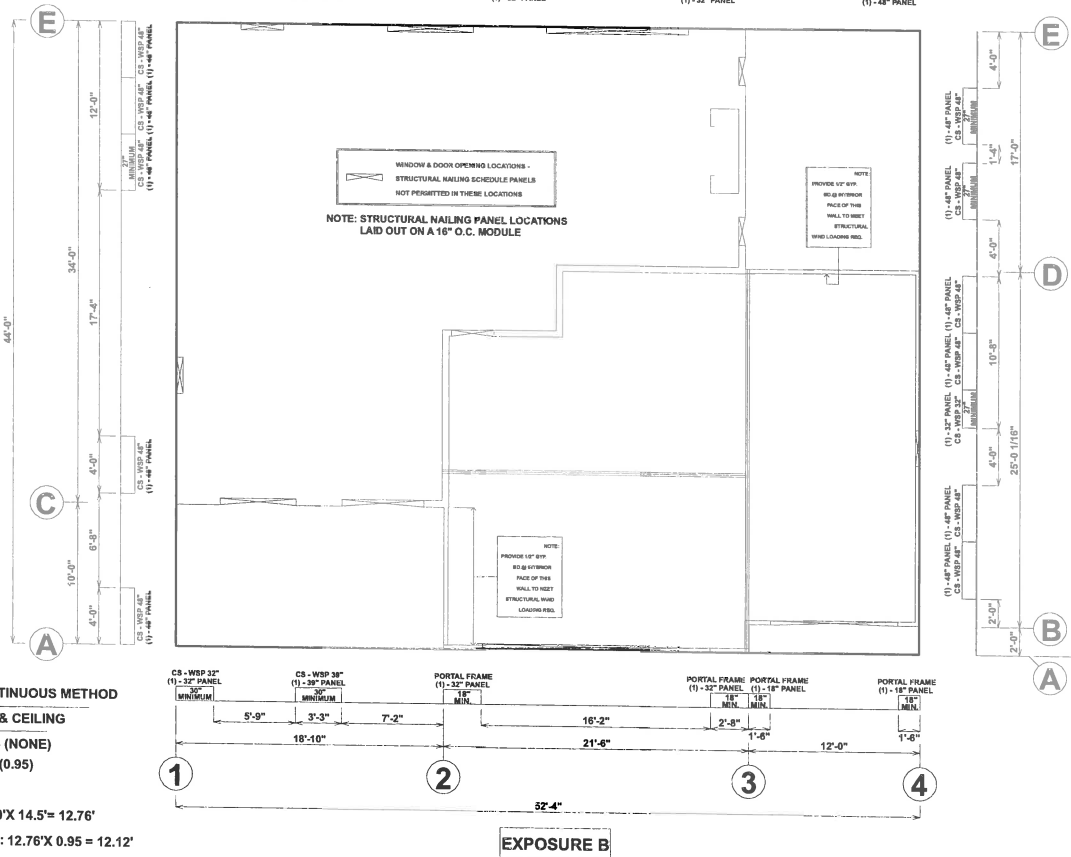
DATE:
2/20/2018
SCALE:
SHEET:
7 OF 9

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: B (NONE)
WALL HEIGHT: @ 9' (0.95)
QUALIFIERS: 0.95
REQ.LENGTH: 44'/50'X 14.5' = 12.76'
QUALIFIER.LENGTH: 12.76'X 0.95 = 12.12'

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: C (1.3)
WALL HEIGHT: @ 9' (0.95)
QUALIFIERS: 1.3 X 0.95 = 1.235
REQ.LENGTH: 52.33'/50'X 14.5' = 15.176
QUALIFIER LENGTH: 15.176'X 1.235 = 18.74'
FULL HEIGHT BRACE LENGTH: 20'-0"

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: B (NONE)
WALL HEIGHT: @ 9' (0.95)
QUALIFIERS: 0.95
REQ.LENGTH: 52.33'/50'X 14.5' = 15.176
QUALIFIER LENGTH: 15.176'X 0.95 = 14.42'
EXPOSURE C RULES

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: B (NONE)
WALL HEIGHT: @ 9' (0.95)
QUALIFIERS: 0.95
REQ.LENGTH: 44'/50'X 14.5' = 12.76'
QUALIFIER.LENGTH: 12.76'X 0.95 = 12.12'



EXPOSURE SIDE OF RECTANGLE	BRACE SIDES OF RECTANGLE	BRACE MATERIAL	BRACE METHOD	LENGTH REQ.	LENGTH PROVIDED	MAXIMUM OPENING HGT.	MINIMUM PANEL WIDTH	EXPOSURE	REMARKS
4/A - E	E/1 - 4	7/16" OSB SHEATHING	CONTINUOUS	12.12 L.F.	13'-4" L.F.	6'-8"	30"	B	
	A/1 - 4	7/16" OSB SHEATHING	CONTINUOUS/PORTAL	12.12 L.F.	14'-3" L.F.	6'-8"	30"	B	
1/A - E	E/1 - 4	7/16" OSB SHEATHING	CONTINUOUS	12.12 L.F.	13'-4" L.F.	6'-8"	30"	B	
	A/1 - 4	7/16" OSB SHEATHING	CONTINUOUS/PORTAL	12.12 L.F.	14'-3" L.F.	6'-8"	30"	B	
E/1 - 4	1/A - E	7/16" OSB SHEATHING	CONTINUOUS	20.60 L.F.	20'-0" L.F.	5'-0"	27"	C	
	4/A - E	7/16" OSB SHEATHING	CONTINUOUS	26.24 L.F.	26'-3" L.F.	5'-0"	27"	C	
A/1 - 4	1/A - E	7/16" OSB SHEATHING	CONTINUOUS	14.42 L.F.	20'-0" L.F.	5'-0"	27"	B	
	4/A - E	7/16" OSB SHEATHING	CONTINUOUS	20.18 L.F.	26'-3" L.F.	5'-0"	27"	B	EXPOSURE C RULES 1.4 NO GYP. BD. FACTOR

FIRST FLOOR WALL BRACING
1/4 in = 1 ft

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: C (1.3)
WALL HEIGHT: @ 9' (0.95)
NO GYP. BD. @ GARAGE: (1.4)
QUALIFIERS: 1.3 X 0.95 X 1.4 = 1.729
REQ.LENGTH: 52.33'/50'X 14.5' = 15.176'
QUALIFIER LENGTH:
FULL HEIGHT BRACE LENGTH: 26'-3"

TABLE 321.25J CONTINUOUS METHOD
ONE FLOOR, ROOF & CEILING
WIND EXPOSURE: B (NONE)
WALL HEIGHT: @ 9' (0.95)
NO GYP. BD. @ GARAGE: (1.4)
QUALIFIERS: 0.95 X 1.4 = 1.330
REQ.LENGTH: 52.33'/50'X 14.5' = 15.176'
QUALIFIER LENGTH:
EXPOSURE C RULES

DATE	REV BY	DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

BEAR HOMES

STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT
37

DATE:
2/20/2018

SCALE:

SHEET:

8 OF 9

TABLE 321.25J CONTINUOUS METHOD

ROOF & CEILING ONLY

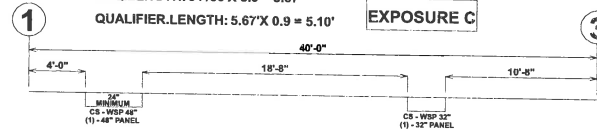
WIND EXPOSURE: B (NONE)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 0.9

REQ.LENGTH: 34'30"X 5.0' = 5.67'

QUALIFIER.LENGTH: 5.67'X 0.9 = 5.10'



EXPOSURE C

TABLE 321.25J CONTINUOUS METHOD
ROOF & CEILING ONLY

WIND EXPOSURE: C (1.3)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 1.3 X 0.9 = 1.17

REQ.LENGTH: 40'40"X 6.0' = 6.0'

QUALIFIER LENGTH: 6.0'X 1.17 = 7.02'

FULL HEIGHT BRACE LENGTH: 8'-0"

TABLE 321.25J CONTINUOUS METHOD
ROOF & CEILING ONLY

WIND EXPOSURE: B (NONE)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 0.9

REQ.LENGTH: 40'40"X 6.0' = 6.0'

QUALIFIER LENGTH: 6.0'X 0.9 = 5.40'

EXPOSURE C RULES

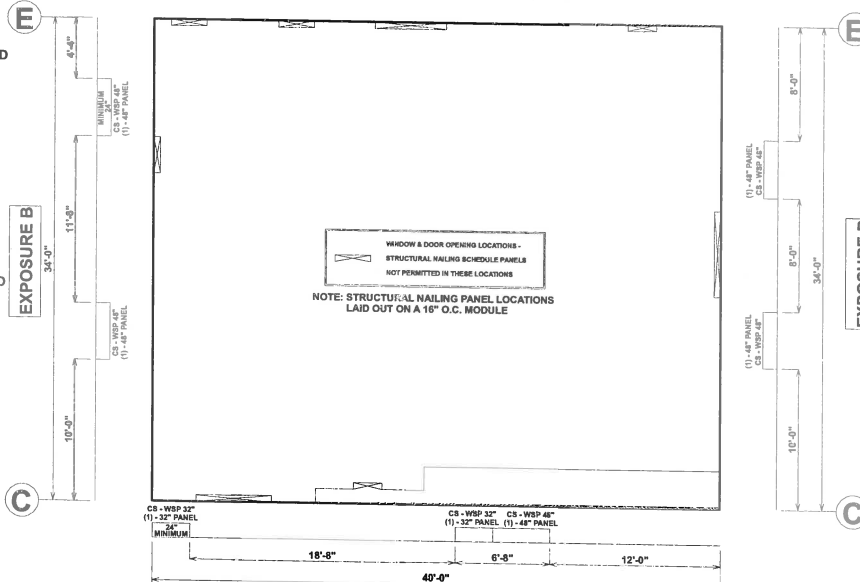


TABLE 321.25J CONTINUOUS METHOD

ROOF & CEILING ONLY

WIND EXPOSURE: B (NONE)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 0.9

REQ.LENGTH: 34'30"X 5.0' = 5.67'

QUALIFIER LENGTH: 5.67'X 0.9 = 5.10'

EXPOSURE B

TABLE 321.25J CONTINUOUS METHOD
ROOF & CEILING ONLY

WIND EXPOSURE: C (1.3)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 1.3 X 0.9 = 1.17

REQ.LENGTH: 40'40"X 6.0' = 6.0'

QUALIFIER LENGTH: 6.0'X 1.17 = 7.02'

FULL HEIGHT BRACE LENGTH: 8'-0"

TABLE 321.25J CONTINUOUS METHOD
ROOF & CEILING ONLY

WIND EXPOSURE: B (NONE)

WALL HEIGHT: @ 8' (0.9)

QUALIFIERS: 0.9

REQ.LENGTH: 40'40"X 6.0' = 6.0'

QUALIFIER LENGTH: 6.0'X 0.9 = 5.40'

EXPOSURE C RULES

SECOND FLOOR WALL BRACING SCHEDULE

EXPOSURE SIDE OF RECTANGLE	BRACE SIDES OF RECTANGLE	BRACE MATERIAL	BRACE METHOD	LENGTH REQ.	LENGTH PROVIDED	MAXIMUM OPENING HGT.	MINIMUM PANEL WIDTH	EXPOSURE	REMARKS
3/C - E	E/1 - 3	7/16" OSB SHEATHING	CONTINUOUS	5.10 L.F.	6'-8" L.F.	5'-0"	24"	B	
	C/1 - 3	7/16" OSB SHEATHING	CONTINUOUS	5.10 L.F.	7'-4" L.F.	5'-0"	24"	B	ADDITIONAL NAILING PANEL LENGTH DUE TO MAX PANEL BRACING REQUIREMENTS
1/C - E	E/1 - 3	7/16" OSB SHEATHING	CONTINUOUS	5.10 L.F.	6'-8" L.F.	5'-0"	24"	B	
	C/1 - 3	7/16" OSB SHEATHING	CONTINUOUS	5.10 L.F.	7'-4" L.F.	5'-0"	24"	B	ADDITIONAL NAILING PANEL LENGTH DUE TO MAX PANEL BRACING REQUIREMENTS
E/1 - 3	1/C - E	7/16" OSB SHEATHING	CONTINUOUS	7.02 L.F.	8'-0" L.F.	5'-0"	24"	C	
	3/C - E	7/16" OSB SHEATHING	CONTINUOUS	7.02 L.F.	8'-0" L.F.	5'-0"	24"	C	
C/1 - 3	1/C - E	7/16" OSB SHEATHING	CONTINUOUS	5.40 L.F.	8'-0" L.F.	5'-0"	24"	B	
	3/C - E	7/16" OSB SHEATHING	CONTINUOUS	5.40 L.F.	8'-0" L.F.	5'-0"	24"	B	EXPOSURE C RULES

SECOND FLOOR WALL BRACING
1/4 in = 1 ft

REVISION TABLE
DATE REV BY DESCRIPTION

4015 80TH STREET
KENOSHA, WI,
53142
262-942-3500

BEAR HOMES

STYLE: WELLINGTON 3-CAR
CUSTOMER: SPEC
LOCATION: ARBOR RIDGE LOT 37

DATE:
2/20/2018

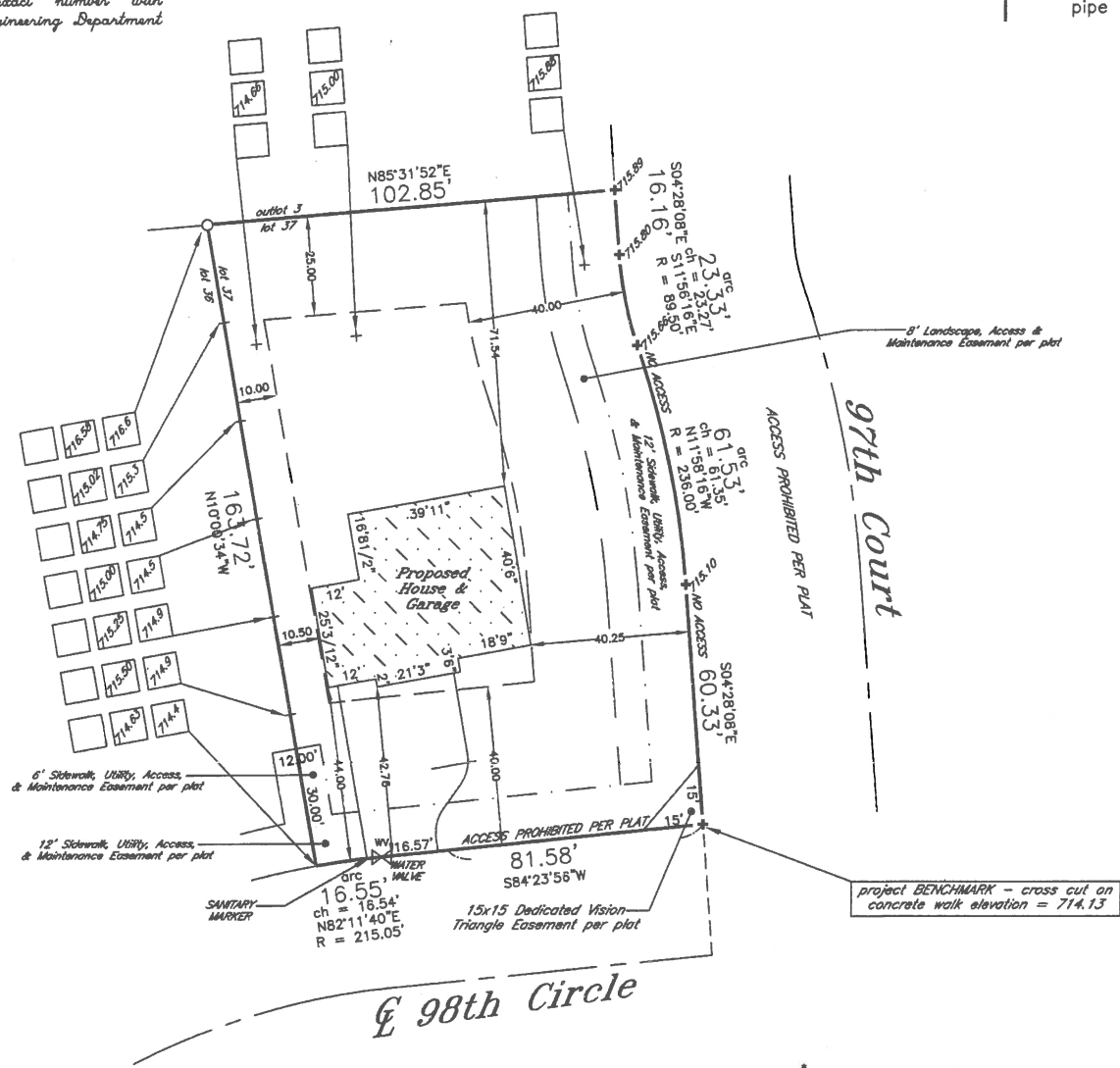
SCALE:

SHEET:

9 OF 9

* Verify exact number with
City Engineering Department

denotes iron
pipe



* existing
proposed
final

* outside finish grade = EL 716.80
(advisory only) - top of foundation = EL 717.30 (advisory only) unless otherwise determined in writing by City Engineering Department

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

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

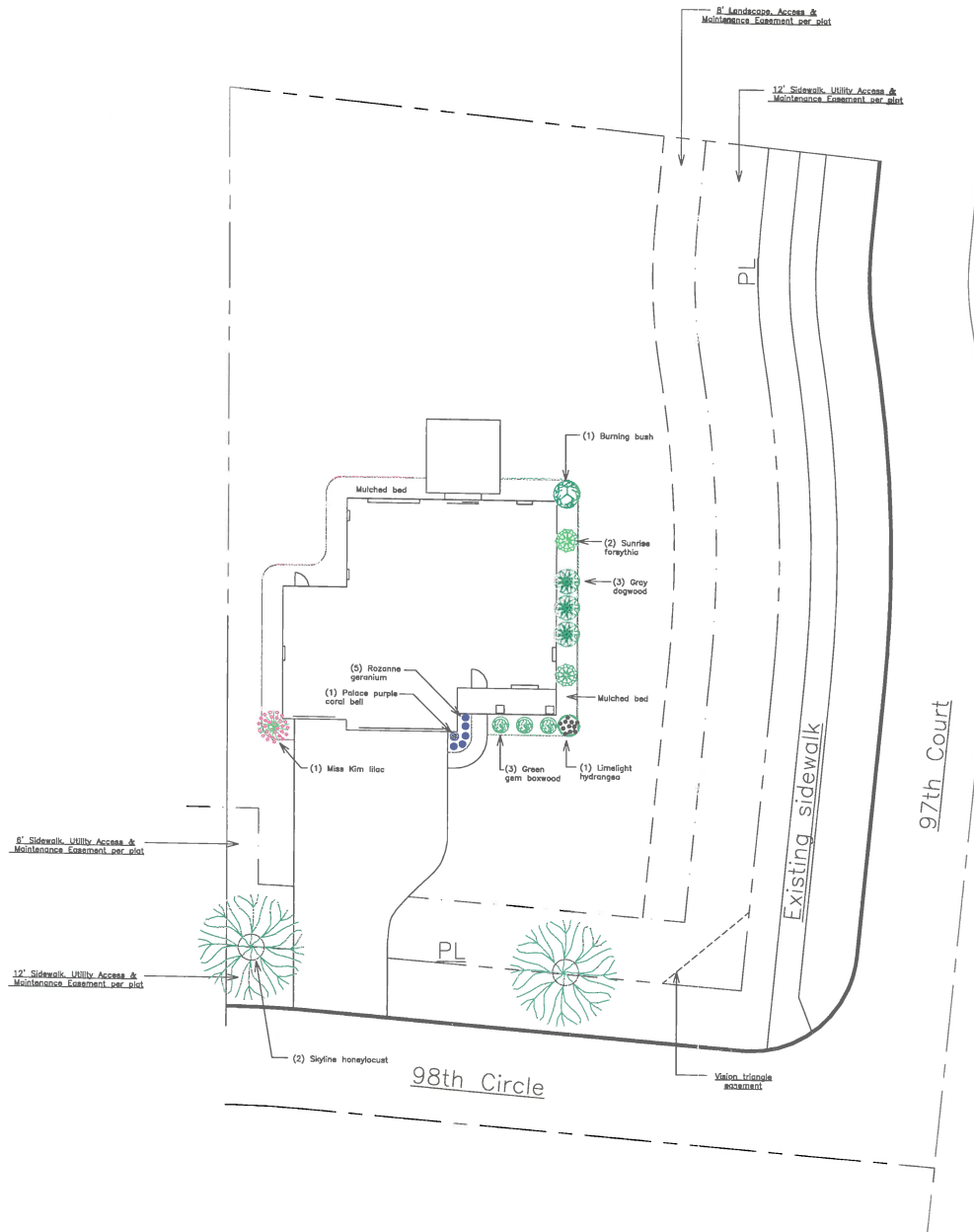


I hereby certify that
this property was
surveyed under my
direction and this
plat is a true representation thereof.
Reg. Land Surveyor
December 6, 2017

Scale
1" = 30'



Plat of Survey of
LOT 37 IN
ARBOR RIDGE
in NW1/4 Section 8-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.
-for-
Bear Development



GROWRITE
1000 Northgate Blvd.
Pleasant Prairie, WI 53158
(262) 966-8800

Our design services include site analysis, conceptual design, master plan, landscape architecture, and construction documents. We also provide ongoing maintenance and irrigation services. Our team has over 20 years of experience in the industry and we are committed to providing the highest quality service to our clients.

TERRY J. KLEIN
Landscape Designer

DATE: 10-10-2017
DRAWN BY: TJK
CHECKED BY: TJK

CMA Arbor Ridge Lot #37
98th Circle
Pleasant Prairie, WI



SCALE: 1/4"=1'-0"

1000
Landscape Plan
And Details

Client: CMA
Sheet No.: L-1
Job No.: 100019-01

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

- D. Consider the request of request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for approval of a **Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement** for the proposed Breeze Terrace Apartments development generally located on the east side of 116th Avenue south of Corporate Drive.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board regarding the **Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement** subject to the Village Staff Report of July 23, 2018.

- E. **PUBLIC HEARING AND CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS:** for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the Breeze Terrace Apartment development (3-33 unit apartment buildings and 6-19 unit buildings for a total of 213 apartments with a club house) to be located at the on the east side of 116th Avenue south of Corporate Drive. Specifically the field delineated wetlands will be zoned C-1 Lowland Resource Conservancy District, the woodlands to remain will be zoned C-2, the remainder of the property will be zoned R-11, Multi-family Residential District and the entire property will be rezoned PUD, Planned Unit Development Overlay District. The FPO, Floodplain Overlay District will remain unchanged. In addition, a specific PUD Ordinance for said development will be created.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board regarding the Zoning Map and Zoning Text Amendments subject to the comments of the July 23, 2018 Plan Commission Village Staff Report.

VILLAGE STAFF REPORT OF JULY 23, 2018

Consider the request of request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for approval of a **Certified Survey Map, Memorandum of Understanding, Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement** for the proposed Breeze Terrace Apartments development generally located on the east side of 116th Avenue south of Corporate Drive.

CONSIDERATION OF A ZONING MAP AND ZONING TEXT AMENDMENTS: for the request of Francis Brzezinski, agent on behalf of Interstate Partners II-WI LLC for the Breeze Terrace Apartment development (3-33 unit apartment buildings and 6-19 unit buildings for a total of 213 apartments with a club house) to be located at the on the east side of 116th Avenue south of Corporate Drive. Specifically the field delineated wetlands will be zoned C-1 Lowland Resource Conservancy District, the woodlands to remain will be zoned C-2, the remainder of the property will be zoned R-11, Multi-family Residential District and the entire property will be rezoned PUD, Planned Unit Development Overlay District. The FPO, Floodplain Overlay District will remain unchanged. In addition, a specific PUD Ordinance for said development will be created.

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

The developer is requesting approval of the following items for the Breeze Terrace Apartment development: Certified Survey Map; Memorandum of Understanding; Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement; and Zoning Map and Zoning Text Amendments (including the Residential Development Plans) for the proposed Breeze Terrace Apartment development.

Previous Approvals: On May 7, 2018, the Village Board approved the following items:

- Comprehensive Plan Amendments (Ord. #18-18) to amend a portion of the Lakeview West Neighborhood Plan and to amend the 2035 Comprehensive Land Use Plan Map 9.9 to change the land use plan from the Freeway Office Commercial land use designation to High Density Residential with an Urban Reserve land use designated which would allow the average lot area per dwelling unit to be lower than 6,200 square feet per dwelling unit for the following Tax Parcel Numbers: 92-4-122-302-0161 and 92-4-122-302-0162 to accommodate 213 multi-family residential apartment units in nine (9) buildings to be known as Breeze Terrace. In addition, Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan was updated to reference said changes to the Land Use Plan Map 9.9.
- Conceptual Plan for the development of 213 apartments (3-33 unit apartment buildings and 6-19 unit apartment buildings) with a club house and associated parking and site improvements on 16.75 acres as shown on the Neighborhood Plan amendment.

Discontinuance (Vacation) of 110th Street right-of-way: The request for the discontinuance (vacation) of 110th Street right-of-way located to the south has been submitted and the Village Board approved an initial Resolution to initiate this process on July 2, 2018. The required public hearing has been set for August 20, 2018. Upon the vacation of the right-of-way, this land will be part of this development, since the land was dedicated for right-of-way when the two affected parcels were created in the 1990's.

Environmental Features: There are four (4) small wetlands (totaling 0.55 acre) on the properties that have been field delineated as wetlands on April 21, 2016 by Dave Meyer of Wetland and Waterway Consulting. The wetlands on the site will be preserved and protected and will be rezoned into the C-1, Lowland Resource Conservancy District as further described below. In addition, as shown on the tree survey, a small portion of the trees within the Primary

Environmental Corridor (PEC) are proposed to be removed to allow for the development. The woodlands that will remain (132,559 sq. ft. or 3 acres) and the existing 100-year floodplain (7,615 sf ft. or 0.18 ac.) on the eastern side of the site will remain protected. The woodlands will be rezoned C-2, Upland Resource Conservancy District and the 100-year floodplain will remain in the FPO, Floodplain Overland District as discussed below.

Certified Survey Map. The CSM will combine the properties and dedicate all required easements, dedicate additional right-of-way and specify restrictive covenants for the development.

Public/Private Improvements: All required public and private improvements shall be made by the Developer, at the Developer's expense. The development shall be serviced by municipal sanitary sewer and municipal water. In addition the storm sewer and on-site storm water retention facility will be provided.

The **attached** Memorandum of Understanding (MOU) related to the public related improvements for the project shall be executed prior to the issuance of any permits. In general the MOU outlines the timing of the public improvements required to be installed with this development. At this time it is recommended that only a portion of the public sidewalks adjacent to 116th Avenue be installed (from a just north of the main driveway to the southern property boundary) prior to occupancy, and the remainder of the sidewalk to the north property line be installed at the time that the roadway improvements are completed (at the property owners cost) along with the public street lights that will be installed as part of the 116th Avenue right-of-way improvements to be done with the roundabout project. Street trees may be required to be installed by the Developer when the roadway is completed. This will be evaluated by the Village when the roundabout roadway projects are completed.

TID #2: The Breeze Terrace development is located within the existing Tax Increment Finance District (TID) #2. While no further expenditures are anticipated in TID #2, the property tax revenues generated from this residential development will not be put into the general operating expenses but rather would be utilized to repay the outstanding debt of TID #2 until TID #2 is closed, which is anticipated for about 5 years from now or 2023, unless it retires early.

TID #5, Amendment 1: The Breeze Terrace development, along with all of the adjacent commercial and industrial land uses will also be a beneficiary of TID #5, Amendment 1, LakeView West Roundabout and lift station improvements. The new sanitary sewer lift station and related improvements will be constructed in 2019 to service the remaining vacant lands west of the Des Plaines River, between CTH C and the State Line including lands west of the I-94 in Pleasant Prairie and Bristol (per the 1997 Boundary Agreement with Bristol). The costs associated with the new lift station is part of the TID 5 improvement costs. However, the owner/developer will be responsible for their fair share of the cost for the required roundabout improvements. **Attached** is a draft Waiver of Special Assessment Notice and Hearing that will need to be finalized, executed and recorded at the Kenosha County Register of Deeds Office (recording fees to be paid by Developer). The estimated cost for the roadway improvements is \$177,000.

Deed Restriction regarding Shooting. The adjacent property to the west has executed a deed restriction to restrict hunting/shooting within 60 feet of his western lot line of the Breeze Terrace development. The deed restriction has been reviewed by the Village Attorney and it acceptable as presented. The restriction shall be recorded at the Kenosha County Register of Deeds Office and a recorded copy shall be provided to the Village prior to the issuance of any permits.

Residential Development Plans: The Breeze Terrace Apartment development will be on 17.9 acres (including the 110th Street vacation area) with approximately 63% of the site or 11.32 acres of the site will remain in open space. The open space includes 3 acres of woodland area in the primary environmental corridor, 0.55 acres of wetlands and 0.18 ac. acres of 100-year floodplain. (Note the area in the floodplain is also wetlands and a small wetland area is located

within the woodlands area.) In addition, the required stormwater facilities is located within the open space area.

The development will provide the following two different multi-family building types:

- 3-33 unit buildings will provide for a 12-2 bedroom units and 21-1 bedroom units with common entrances and hallways within 3 story buildings. The buildings will also include 33 underground parking spaces (1 space for each unit). The units range in size from 751 square feet to 1,134 square feet.
- 6-19 unit buildings will provide for a 6-2 bedroom units and 13-1 bedroom units with individual entrances within 2 story buildings. The buildings will also include 19 attached garages (however, five (5) of the garages do not have direct access to the apartment). The units range in size from 780 square feet to 1,264 square feet.
- A clubhouse building is proposed at the main entrance of the site.

The entire development is proposed to be fenced with a gated with secure entry adjacent to the club house and a second gated emergency access is to 116th Street.

The Developer has identified that there is a need for multi-family apartments in the Village due to several economic development projects recently being announced in Kenosha and Racine Counties. He further indicated that the rental rates would be based upon market rates.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for a 1 bedroom unit is 1.5 spaces for each unit with 50% with an enclosed structure and the minimum parking spaces for a 2 bedroom unit is 2.5 spaces for each unit with 75% of the spaces shall be within an enclosed garage structure. In addition, 1 space for every 8 units for guest parking and the required handicapped accessible parking spaces per the state code. Parking spaces behind garages are not counted in the minimum parking requirements.

- 141-1 bedroom units require 212 parking spaces (106 required to be enclosed)
- 72-2 bedroom units require 180 parking spaces (135 required to be enclosed)
- Guest Parking: 29 parking spaces
- Handicapped accessible parking spaces: 10 spaces

Based on the foregoing, 431 parking spaces are required of which 241 spaces are required to be enclosed. The Development includes 351 parking spaces of which 213 parking spaces are enclosed (1 per unit) and 10 handicapped accessible parking. In addition to the 351 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings. The developer believes that the parking as shown is adequate for development as proposed.

Digital Securing Imaging Systems (DSIS): The *attached* Agreement and Easement shall be finalized, executed prior to the issuance of any permits. The DSIS System shall be operational, inspected and approved by the Village IT Department prior to occupancy of any buildings/units within the Development.

Zoning Map Amendments: The properties are currently zoned B-5, Freeway Office District, C-1, Lowland Resource Conservancy District, C-2, Upland Resource Conservancy District and FPO, Floodplain Overlay District.

The properties are proposed to be rezoned as follows:

- The wetlands as field delineated on the properties and within the right-of-way proposed to be vacated will be rezoned into the C-1 District.
- The woodland areas being preserved in the northeast corner of the site (excluding the wetland area) will be rezoned into the C-2 District.

- The remainder of the properties including the right-of-way area to be vacated will be rezoned into the R-11, Multi-Family Residential District.
- The location of the 100-year floodplain will remain unchanged and will remain within the FPO District.
- The properties will be rezoned into the PUD, Planned Unit Development Overlay District.

Zoning Text Amendments. Developing the apartment buildings and clubhouse as a Planned Unit Development (PUD) allows for flexibility with some of the requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The PUD also referenced the detailed Residential Development Plans that include the site/civil plans, architectural plans for all of the buildings, Landscaping Plan, Lighting Plan (including parking lot photometric plan) for the development. The **attached** PUD Ordinance includes the following items dimensional variations:

- To increase the residential net density from 9.6 to 21.1 units per acres;
[Net Residential Density is calculated by the total number of units divided by the lands within the development (17.9 acres), excluding floodplains, wetlands, lands with primary environmental corridors (6.95 acres) or $231 \text{ units}/10.95 \text{ ac}=21.1 \text{ units per acre}$]
- To allow 10 buildings on the property;
- To increase the number of apartment units allowed per building to allow 3 33-unit buildings and 6 19-unit buildings;
- To increase the building height from 35 feet to a 38 feet for the 3 story 33 unit buildings;
- To reduce the street setback to 116th Avenue from a minimum of 65 feet to a minimum of 40 feet for the apartment building and the clubhouse;
- To allow agricultural field fence on the north and west side of the woods; and
- To reduce the number of required parking spaces for the development. 431 parking spaces are required of which 241 spaces are required to be enclosed. The Development includes 351 parking spaces of which 213 parking spaces are enclosed (1 per unit) and 10 handicapped accessible parking. In addition to the 351 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings. No parking shall be allowed in private roadways, fire lanes or on 116th Avenue.

The following community benefits are being identified/offered by the Developer and are referenced in the PUD Ordinance:

- The site shall be entirely fenced and gated.
- A minimum one (1) parking space per unit will be provided in an enclosed garage attached to the building.
- A minimum of 20 feet between buildings or greater distance if required by the building code will be provided.
- The 19 unit buildings shall have a pitched roof of 5/12.
- The windows on the west side of apartment buildings A and D will be soundproofed by using triple pane windows to mitigate adjacent commercial noises.
- All of the units will be offered at market rate rents.
- All apartment buildings and club house will be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department (NFPR 13R system will be installed which will not require sprinklers in the attics).
- The landscaping and exterior turf shall be irrigated.
- An on-site security system--Digital Security Imaging System (DSIS) shall be installed and made and kept operational which meets the Village Security Ordinance Chapter #410 requirements for the entire development pursuant to the DSIS Agreement.
- Pet free apartment units and certain entire buildings will be provided and identified. A minimum of 4 of the 9 buildings shall be pet-free (2 of the 33 unit buildings and 2 of the 19-unit buildings-Buildings A, B D and E as shown as being pet free). A maximum number of one (1) pet per unit, except within the pet free units, with a maximum weight not to

exceed 40 pounds (at full grown/maturity). In addition, the developer has agreed to restrict breeds such as mastiff, pitbull, german shepherd, rottweiler and wolf-dog hybrid.

Comprehensive Land Use Map Amendments: The Zoning Map and the Comprehensive Land Use Map are required to be consistent; therefore the following amendments to the Comprehensive Land Use Plan Map are required. The required public hearing to consider these changes to the Land Use Map will be held on August 13, 2018.

- The woodland area on the site that is being preserved in the northeast corner and the wetland/floodplain area in the south eastern area of the site shall be placed within the Primary Environmental Corridor and the wetlands within these two areas shall be shown with a field delineated wetland land use designation.
- The other two wetland areas in the southwestern portion of the site shall be placed within a Park Recreation and Other Open Space land use designation with a field delineated wetland land use designation.
- The location of the 100-year floodplain will remain without changes.
- The remainder of the properties shall remain in the High Density Residential land use designation.
- The urban reserve designation on the properties shall be removed.

Recommendations:

Item D: Village Staff recommends that Certified Survey Map, Memorandum of Development Agreement and the DSIS Agreement and DSIS Access Easement be approved subject to the following comments and conditions:

1. As soon as the property is purchased from WisPark new ownership verification documents shall be submitted so that agreements can be finalized.
2. The ***attached*** changes shall be made to the CSM and resubmitted for Village staff review prior to executing and recording the CSM.
3. The adjacent property to the west has executed a deed restriction to restrict hunting/shooting within 60 feet of his western lot line of the Breeze Terrace development. The deed restriction has been reviewed by the Village Attorney and it acceptable as presented. The restriction shall be recorded at the Kenosha County Register of Deeds Office and a recorded copy shall be provided to the Village prior to the issuance of any permits.
4. The ***attached*** DSIS Agreement and DSIS Access Easement shall be finalized, executed prior to the issuance of any permits. The following changes and information shall be submitted so that the Agreement and Easement can be finalized:
 - Plans need to show current conditions of site.
 - Cameras are needed for underground parking entrances as it is a point of entry.
 - Elevator cameras are required.
5. The ***attached*** draft MOU shall be finalized and executed prior to the issuance of any permits for the development.
6. Verification that all outstanding taxes and special assessments shall be paid prior to recording the CSM. According to the Village Finance Department as of June 4, 2018 Tax Parcel Number 92-4-122-302-0161 has Outstanding Real Estate Taxes \$7321.22 (through 07/31/2018) and Tax Parcel Number 92-4-122-302-0162 has Outstanding Real Estate Taxes \$5369.87 (through 07/31/2018).

7. The **attached** Waiver of Special Assessment Notice and Hearing for the proposed roadway/roundabout improvements shall be finalized and executed and recorded prior to recording the Certified Survey Map.
8. The CSM shall be recorded and a recorded copy provided to the Village within 30 days of Village Board approval and prior to the issuance of any permits.

Item E: Village staff recommends approval of the Zoning Map and Text Amendments subject to the following conditions:

1. The Waiver of Special Assessment Notice and Hearing, CSM, Memorandum of Development Agreement and DSIS Agreement and DSIS Access Easement, shall be approved and executed and the Waiver, CSM, DSIS Access Easement and the hunting/shooting restriction shall be recorded at Kenosha County Register of Deeds Office and a recorded copy submitted to the Village prior to the Zoning Map and Text Amendments being executed and effective.
2. The Village staff has reviewed the Residential Development Plans and the following comments/changes are required and resubmitted for final review. These plans incorporated into the PUD by reference. **The following changes/comments shall be made to these plans and three (3) full size plans and a pdf with written narrative explaining specifically how and where each comment below was addressed:**
 - a. See **attached** comments from the Village Engineering Department dated July 18, 2018.
 - b. On Sheet C2.0 add Inlet protection to curb inlets north of construction entrance.
 - c. Additional comments forthcoming from the Village Public Works Director.
 - d. Revise all plan sheets to show the area to be vacated on the south and the right-of-way being dedicated on the CSM. Show and label these areas on all plans. Some of the plans these areas are not shown and labeled.
 - e. On Sheet C1.0 label the 100-year floodplain. Provide the elevation and reference the FEMA Source for the elevation.
 - f. On Sheet C1.0 label and dimension all buildings, dumpsters, and paved surfaces (from back of curb) to the property lines. In addition, show the separate distance between buildings and the setback distance of the entry sign to the property line.
 - g. On Sheet C1.0 show and label the no shooting deed restriction area on the adjacent property. Also show the distance between the eastern most building and the outer edge of the no shooting area to verify the minimum 300 foot separation distance is being met.
 - h. The agricultural field fence is a fencing material that is not allowed in residential areas; however, this will be allowed in the wooded area on the north and east sides of the property (included in the PUD); however, the decorative fence is required along the south side of the woods. Revised the plans.
 - i. Provide a site data chart on the sheet C1-0 that includes the following:
 - i. Total lot area (without street vacation area)
 - ii. Total lot area (with street vacation)
 - iii. Area and % of impervious surfaces (building and pavement)
 - iv. Area and % of open space and landscaped areas
 - v. Area of wetland on the site
 - vi. Area of woodlands (in the C-2 area) on the site
 - vii. Area of 100-year floodplain on the site

- j. Sheets C1-0 and SP1.1a shall be identical—update Sheet SP1.1a to reflect all changes required to sheet C1-0.
- k. The parking count on Sheet SP1.1a does not match the parking count on Sheet G001. Revised the sheets so that they are consistent.
- l. An entry gate detail shall be shown at the main entrance and at the secondary entrance to the south. Jean they shown the fence details—are you ok with a agricultural field fence in the woods—if so we need to include in the PUD since this type of fence is not allowed in residential areas –I did not see a detail regarding the entry gate to ensure that this works for the fire department
- m. Sheets C1-0 indicates that the Monument Sign details are shown on the architectural plans-details are not shown on the architectural plans. Also only one (1) Sign is allowed for the development. This sign should be located at the main entrance. Revised the plans.

The Multifamily residential development identification sign shall meet the following requirements pursuant to Section 420-76 Q of the Village Zoning Ordinance. In addition, the Village recommends the address of the facility be shown on the sign.

- i. Maximum number: one such sign may be permitted per development, except that if there is more than one entrance to such development from an arterial street or highway, then an additional sign may be approved at each such entrance.
- ii. Minimum setback: five feet from any right-of-way line and shall not be located within any easements without written permission from the easement holder.
- iii. The sign may be placed within a boulevard island at the entrance to a development, subject to the following requirements:
 - (a.) Shall be located a minimum of 15 feet from the back of the curb of the center boulevard island adjacent to the intersecting street;
 - (b.) Shall be located a minimum of four feet from the back of the curb of the center boulevard island
- iv. Maximum height: eight feet.
- v. Maximum area: 36 square feet per face.
- vi. Landscaping shall extend a minimum of three feet in every direction from the base or other support structure of the sign, except if the sign is located in a boulevard island, then the landscaping shall not extend closer than two feet from the back of the curb of the boulevard island.
- vii. May be illuminated.
- viii. May be placed on two supports or may be placed on a solid-appearing decorative base which supports a minimum of 75% of the display of the sign.
- ix. The sign supports or base shall be constructed of materials that complement the materials used in the development.
- x. Maximum height of base under display: four feet.
- n. An aerator or fountain shall be provided in the pond. Revise the plans.
- o. Add additional irrigation between building D and 116th Avenue.

- p. Provide cross section detail of the retaining wall.
 - q. The revised plans submittal did not include the revised Electrical Plan (photometric plan and exterior lighting plans) Provide a correct base map for the electrical (photometric) plan. Include lighting details and specifications on the plan for all parking lot and pedestrian lighting and any building lighting proposed. The maximum height of the parking lot lights is 20 feet and located within landscaped areas. Also the concrete base shall not be more than 12" high. The concrete bases shall not be painted and the bolts on the bases shall be covered. The light fixture shall be ornamental and not a shoe box fixture. The poles shall be black to match the other details on the site. The location of the lights on the plan shall be shown more clearly.
 - r. The following comments relate to the Landscaping Plan:
 - i. Clearly show the area of 116th Avenue proposed to be dedicated.
 - ii. The evergreen planting are a good barrier to the future commercial development to the north, however, additional landscaping shall be added- shade trees and some shrub/perennial beds.
 - iii. The ornamental trees that are proposed have a minimum size specified as 1.5" caliper shall be increased to a minimum of 2".
 - iv. Provide an illustration of each plant type proposed.
 - v. Add a note on the landscape plan that any existing trees and plantings along 116th Avenue that are damaged or removed shall be replaced.
 - s. Further discussion is warranted related to the addresses of each building. It is the intension of the Village assign a building address to each of the buildings. The address will be required to be shown on the building not vinyl letters on the building window or door. Provide a detail and location of the proposed building addresses for review.
 - t. Further discussion related to the location of mail boxes is needed prior to discussion with the post office. If the mail boxes are proposed to be grouped outside of the buildings then these shall be shown on the plans, under a covering and landscaped appropriately.
3. See **attached** comments from the Village Fire & Rescue Department dated June 14, 2018.
4. **The following is required to be submitted for final review and issuance of permits within 30 days of Village Board approval:**
- a. Upon approval of the revised plans, the Village will host a closing to have the CSM, DSIS Agreement, DSIS Easement, the Waiver of Special Assessment Notice and Hearing, and the Memorandum of Agreement and any other related Exhibits and documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and providing a recorded copy (PDF) of all documents to the Village within 72 hours of closing with the Village.
 - b. Upon approval of the Residential Development Plans and documents by Village staff to ensure compliance with the above noted plan changes as conditionally approved by the Village Board, then the following shall be submitted for review and issuance of permits and hold the required pre-construction meeting.
 - i. Two (2) full size paper plans and a pdf of the final Residential Development Plans shall be submitted.

- ii. The required Fire Compliance letter as noted in the Fire & Rescue memorandum shall be submitted to the Fire and Rescue Department and a copy of the letter shall be provided to the Village Community Development Department.
- iii. The Erosion Control Permit application, plans and application/permit fees. The required temporary construction fence and the driveway permits will be issued as part of the Erosion Control Permit.
- iv. A copy of the required WI DNR N.O.I.
- v. Work in the Right-of-Way application, plans and related application/permit fees. Note all the contractor installing the public sidewalks shall be a pre-approved contractor by the Village.
- vi. The Street Sweeping Cash Deposit.
- vii. State approved plans and approval letter with a building permit application for. One application is required for each building.
- viii. Any temporary development signs require a permit prior to installation.
- ix. Fence permit shall be submitted for the required temporary construction fence and the permanent fence/gate.

5. **Prior to work commencing on the site a preconstruction meeting shall be scheduled (coordinate a date and time with Jean Werbie-Harris, Community Development Director).** The Design Engineer of Record shall coordinate, moderate and prepare minutes of the pre-construction meeting. At a minimum the GC and Utility Contractors shall attend the pre-construction meeting. The Design Engineer of Record shall prepare and distribute the following items to all attendees (owners, engineer, contractors, utilities, and Village staff) at the pre-construction meeting:

- Pre-construction agenda (A sample agenda will be provided by the Village to Design Engineer to modify and use for the meeting).
- Project construction schedule.
- List of all contractors, names, address and all contact information.
- Emergency contact information for all – project superintendent, owner, architect, contractors etc.
- A pre-construction meeting shall be coordinated prior to any earth movement and issuance of the erosion control permit, shall be scheduled after Residential Development Plans and documents noted are completed, approved by the Village and executed.

The Design Engineer of Record shall email and distribute the minutes to all attendees within 7 days of the pre-construction meeting.

Following the pre-construction meeting all necessary permits and fees shall be paid for and permits obtained from Village Building Inspection Department and construction may commence.

6. General Comments:

- a. Compliance with the **attached** comments from the Village Building Inspection Department dated June 13, 2018.
- b. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Zoning Codes, the Village Construction

Site Maintenance and Erosion Control Ordinance and other Municipal Codes as well as the State of Wisconsin Statutes.

- c. All Village fees incurred by the Village Engineering Department or Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
- d. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per apartment unit.
- e. Prior to work commencing on the site, all required permits shall be issued by the Village, all required erosion control measures and 6' construction fences around the perimeter of the site shall be in place and inspected and maintained.
- f. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be allowed from Monday through Friday from 7:00 a.m. to 9:00 p.m. and Saturday and Sunday from 7:00 a.m. to 6:00 p.m.
- g. There shall be no construction vehicle parking or equipment storage permitted on 116th Avenue, Corporate Drive, 108th Street or 120th Avenue. On-site (off-street) parking areas shall be designed to accommodate all construction related workers and site visitors.
- h. The Village shall approve of the location of any construction trailers parked on the site during construction activities. No construction trailers shall be parked in Village rights-of-way.
- i. All construction related signage, the required temporary construction fencing and the construction trailers (s) shall be approved and permitted by the Village.
- j. **After the installation of the footings and foundations and prior to constructing the building framing, an as-built survey as stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that the buildings meets all of the required setbacks (pdf copy).**
- k. Prior to occupancy, the DSIS shall be inspected, operational and accepted by the Village. Contact Ryan Marquart for inspection and approval at 262-948-8915.
- l. Prior to occupancy of any of the units, all public improvements pursuant to the Memorandum of Agreement shall be completed, inspected and accepted by the Village.
- m. Prior to occupancy, all required landscaping, fencing and screening for the development shall be installed. A written letter verification and certification shall be provided to the Village by the landscape installer that all landscaping has been installed in accordance with the approved landscape plan. However, if cold 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 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.

- n. Prior to occupancy, all signage shall be installed and inspected. All signs shall comply with Article X of Chapter 420 of the Village Zoning Ordinance. A written letter of verification and certification shall be provided to the Village by the signage installer that all signage has been installed in accordance with the approved signage plan/permit.
- o. Prior to occupancy, one (1) electronic copy of an as-built plan, stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were installed per the approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans.
- p. Prior to occupancy, one (1) electronic copy of the as-built record drawings of all graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village in order 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.
- q. 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.
- r. 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.
- s. The site shall not be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/unlicensed vehicles that are parked overnight will be issued citations.
- t. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
- u. There shall be no long-term semi-truck/trailer, commercial or box truck parking permitted on the site, except for deliveries.
- v. 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.

CODE1806-001
DEV1806-001

**MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN
INTERSTATE PARTNERS WI II, LLC AND VILLAGE OF PLEASANT PRAIRIE
REGARDING THE BREEZE TERRACE APARTMENT DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (this "Memorandum of Understanding") is made and entered into as of the _____ day of _____, 2018, by and between **INTERSTATE PARTNERS WI II, LLC**, a Wisconsin limited liability company (the "Developer/Owner"), and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation, (the "Village").

WHEREAS, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. _____, (**Exhibit A** - CSM) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. _____, is a Redivision of Parcels 19 and 20 of Certified Survey Map # 1699, located in part of the Southeast One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. The Property, having Village Tax Parcel Number 92-4-122-302-_____ is known as the "Developer's or Owner's Property" in this Agreement; and

WHEREAS, the Owner desires to construct nine (9) apartment buildings and a club house/leasing office referred to as the Breeze Terrace development on the Owner's Property generally located east of 116th Avenue and south of the intersection of 116th Avenue and Corporate Drive in the Village. Breeze Terrace consists of three 33-unit apartment buildings, six 18-unit buildings, a clubhouse and associated parking. The apartments will provide a variety of efficiency, 1-bedroom, and 2-bedroom units and will be located on a 16.7492-acre development site (**Exhibit B** – Residential Development Site and Civil Plans); and

WHEREAS, the Developer's Property is primarily zoned R-11, Multi-Family Residential with a Planned Unit Development (PUD) Zoning Overlay District, which zoning classification allows for the development of multi-family residential rental housing with garage and surface parking and a club house in accordance with Village Zoning PUD Ordinance #18-__ (**Exhibit C**). In addition, portions of the Property are also zoned the following environmental designations: C-1, Lowland Resource Conservancy District, C-2 Upland Resource Conservancy District and FPO, Floodplain Overlay District; and

WHEREAS, the Village Plan Commission conditionally approved the Final Residential Site and Civil Development Plans (**Exhibit B**) for Breeze Terrace on July 23, 2018 and these Plans and the PUD were approved by the Village Board of Trustees (the "Village Board") on _____, __, 2018 (**Exhibit C**) subject to a number of conditions, one of which was the execution of this Memorandum of Understanding

(MOU) Agreement, which requires in addition to the required private improvements, the installation of certain required public improvements to serve the Owner's Property. Subject to the timing of the Village's 116th Avenue/108th Street Roundabout Design completion, the following required public improvements as noted below are to be designed by the Developer's consultants and reviewed and approved by the Village and installed by the Developer and inspected by the Village at the Developer's costs; and

WHEREAS, this MOU Agreement sets forth the Developer's obligations to complete the required private improvements within the Development and the required public improvements for the completion of required 116th Avenue public infrastructure in connection with the specific proposed apartment development approved by the Village as follows;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and promises and Village approvals contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Plans and Specifications. Developer agrees to construct the public Infrastructure Improvements and private improvements, including site work and grading, storm water work, water work, sanitary sewer work and roadway work, to service and benefit the Development and surrounding portions of the Property pursuant to the plans and specifications therefor attached as **Exhibit B** hereto and incorporated herein in accordance with the requirements set forth in the Village Board's approvals and Village Ordinances.

2. Easements. Developer agrees to grant to the Village the dedications and easements as set forth on the CSM, (**Exhibit A**) attached hereto and incorporated herein, recorded in the Register of Deeds records of Kenosha County, Wisconsin, in accordance with the requirements set forth in the Village's approvals.

3. Private Landscaping and Public Street Trees. Developer agrees to provide and construct the private landscaping in the Development shown on the landscaping plan, which is attached hereto as a part of **Exhibit B** and agrees to provide and install the Public Street Trees in the adjoining 116th Avenue, as may be required by the Village following the construction of the Village's 116th Avenue/108th Street Roundabout completion, in accordance with the Village's Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

4. Private Sidewalks and Public Sidewalks. Developer agrees to provide and construction private sidewalks in the Development shown on the civil plans, which is attached hereto as Exhibit B and agrees to provide and install the public sidewalks adjacent to 116th Avenue from a point just north of the main driveway to the southern property boundary prior to occupancy and the remainder of the sidewalks extending to the north property boundary shall be installed following the construction of the Village's 116th Avenue/108th Street Roundabout completion, in accordance with the Village's

Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

5. Pre-approved Contractors and Financial Security Deposit. Developer shall agree to utilize only Village pre-approved contractors and to post financial security with the Village prior to the commencement of the required public sidewalk and public street tree improvements in accordance with the Village's Chapter 405, Standards Specifications and Construction Standards Ordinance and set forth in the Village Board's conditions of approval.

6. Binding Effect. This MOU Agreement shall bind the parties hereto and their respective successors and assigns.

7. Governing Law. This MOU Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding Agreement as of the date and year first above written.

THE DEVELOPER:

INTERSTATE PARTNERS WI II, LLC
A Wisconsin limited liability company

By: _____
Francis Brzezinski
Title: CEO

STATE OF WISCONSIN)
)
COUNTY OF _____) ss.

Personally came before me this ____ day of _____, 2018 the above-named Francis Brzezinski, the _____ of INTERSTATE PARTNERS WI II, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the aforesaid limited liability companies.

Print Name: _____
Notary Public, _____ County, _____
Commission Expires: _____

VILLAGE:

VILLAGE OF PLEASANT PRAIRIE,
a Wisconsin municipal corporation

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

By: _____
Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA) ss.

Personally came before me this ____ day of _____, 2018 the above-named John P. Steinbrink and Jane C. Snell to me known to be the Village President and Village Clerk of the Village of Pleasant Prairie, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same on behalf of said municipal corporation.

Jean M. Werbie-Harris, Notary Public,
Kenosha County, Wisconsin
My Commission Expires _____

EXHIBIT A
CERTIFIED SURVEY MAP
(CONTAINS LEGAL DESCRIPTION OF THE PROPERTY)

LOT 1 CERTIFIED SURVEY MAP #_____ RECORDED AS DOCUMENT #_____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND FURTHER IDENTIFIED AS BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP 1699, LOCATED IN THE SOUTHEAST PNE QUARTER OF THE NORTHWEST ONE QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 16.7492 ACRES MORE OR LESS.

EXHIBIT B

RESIDENTIAL DEVELOPMENT SITE AND CIVIL PLANS AND SPECIFICATIONS

EXHIBIT C
PLANNED UNIT DEVELOPMENT ORDINANCE



DRAFT

**WAIVER OF SPECIAL ASSESSMENT
NOTICE AND HEARING UNDER
Section 66.0703, Wisconsin Statutes**

We, the undersigned, being the Owners
of lands commonly known and
designated as:

Return to:

Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Number:

92-4-122-302-0161 and
92-4-122-302-0162

LEGAL DESCRIPTION: Parcels 19 and 20 of CSM 1699 recorded at the Kenosha County Register of Deeds Offices as Document #934874 located in a part of the Northwest One Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin.

In consideration of the construction by the Village of Pleasant Prairie, Wisconsin, of the future Lakeview West road/roundabout improvements identified as the result of a traffic analysis that was completed by the Village considering existing and anticipated future traffic within the corridor along the East Frontage Road south of STH 165 which was analyzed in order to provide and maintain acceptable levels of traffic operation a fair share cost of the improvement is due by this property. The public road improvements within this area include 120th Avenue (Wisconsin Department of Transportation East Frontage Road), Corporate Drive (114th Avenue), 108th Street and 116th Avenue and the proposed improvements include:

- Incorporation of divided roadway medians;
- Intersection reconfiguration for 120th Avenue, Corporate Drive, and 116th Street;
- Additional travel lane on 120th Avenue;
- Intersection improvements at STH 165 and Corporate Drive and at Corporate Drive and the private roadway;
- Intersection improvements at STH 165 and 120th Avenue;
- Utility relocations to accommodate road reconfiguration(s); and
- Future traffic signalization at Corporate Drive and STH 165.

We, the undersigned, hereby admit that these improvements will specifically benefit said property located in the Village of Pleasant Prairie and the Owners hereby consent to the levying of special assessments for the cost of this improvement against our premise under Section 66.0703 of the Wisconsin Statutes. The Owners hereby agree that:

A fair share cost of the total cost to complete the aforementioned improvements may be levied by the Village to complete said improvements benefiting the land herein described.

In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, we hereby waive all special assessment notices and hearings required by Section 66.0773(7)(b) of the Wisconsin Statutes, and we further agree and admit that the benefit to said property from the construction of these public improvements is in based on existing plus future area traffic count allocation is \$177,000.

TOTAL ASSESSMENT: \$ 177,000.00*

* The Village is currently planning for the capital improvements and looking into financing options. The estimated costs are subject to change based on actual project costs, project financing, and any grants received. The property will be subject to the actual assessment established in the Assessment Schedule and Engineers Report for the project.

This waiver shall be construed as a covenant running with the land embraced herein and shall be binding upon the Owners, their successors and assigns, and successors in-title.

WE FURTHER certify that the undersigned constitutes the record Owners of the lands commonly known as the above-mentioned tax parcel number.

Dated this ____ day of _____, 2018.

OWNERS: _____

Name:

Title:

STATE OF WISCONSIN)
COUNTY OF KENOSHA)

This instrument was acknowledged and signed before me in

_____, WI on _____, 2018, by _____
_____ **on behalf of the owners of said property.**

Print Name: _____
Notary Public, _____, _____
My Commission Expires: _____

This instrument was drafted by:

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

**DEED RESTRICTION
REGARDING SHOOTING**

Document Number

THIS DEED RESTRICTION REGARDING SHOOTING is being placed by Conservation Education LLC ("Conservation Education") on the real estate described on the Exhibit A and as shown on Exhibit B attached hereto and incorporated herein by reference (the "Property").

WHEREAS, the Property is a portion of a larger wooded and wetland parcel of land (the "Larger Parcel") owned by Conservation Education;

WHEREAS, Conservation Education is an organization dedicated to the preservation of the Property and Larger Parcel in their natural state for purposes of wildlife conservation, hunting, other recreational purposes, and the education of the public about the benefits of these activities;

WHEREAS, Conservation Education and its predecessors have engaged in various forms of hunting on the Property and the Larger Parcel for decades;

WHEREAS, Conservation Education wishes to continue to maintain the Property and the Larger Parcel in their natural state and to continue gun hunting and shooting on the Larger Parcel, while at the same time ensuring the safety of individuals on adjoining properties and reducing the possibility of disturbances to those individuals;

THEREFORE, Conservation Education, which is the owner of the Property and the Larger Parcel, for the benefit of the owners of the parcel adjacent to the western boundary of the Property, agrees on behalf itself and all future owners of the Property, that the Property is subject to the following conditions and restrictions:

1. The Property shall not be used for purposes of shooting guns, although hunters may carry guns on the Property and retrieve animals that cross into the Property; and
2. Conservation Education agrees that any conveyance of the Property shall be made expressly subject to the above restriction, that this Deed Restriction runs with the land, and shall apply to all successors, assigns and future owners of the Property.

[Signatures on Following Page]

Record this document with the Register of Deeds

Name and Return Address:

Attorney Jeffrey A. Simmons
Foley & Lardner LLP
150 East Gilman Street
Madison, Wisconsin 53703

PIN: 92-4-122-301-0200

Dated this 12 day of June, 2018.

GRANTOR:

CONSERVATION EDUCATION, LLC
A Wisconsin Limited Liability Company

By: David Moore

Its: Managing Member

By: [Signature]
David Moore, President

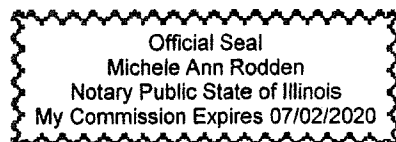
ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Lake

On this 12 day of June, 2018, before me personally appeared David Moore as Managing Member of Conservation Education, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.



Michele Ann Rodden
Print Name:
Notary Public, State of Wisconsin
My Commission expires: 7/2/2020

EXHIBIT A

No Shooting Zone

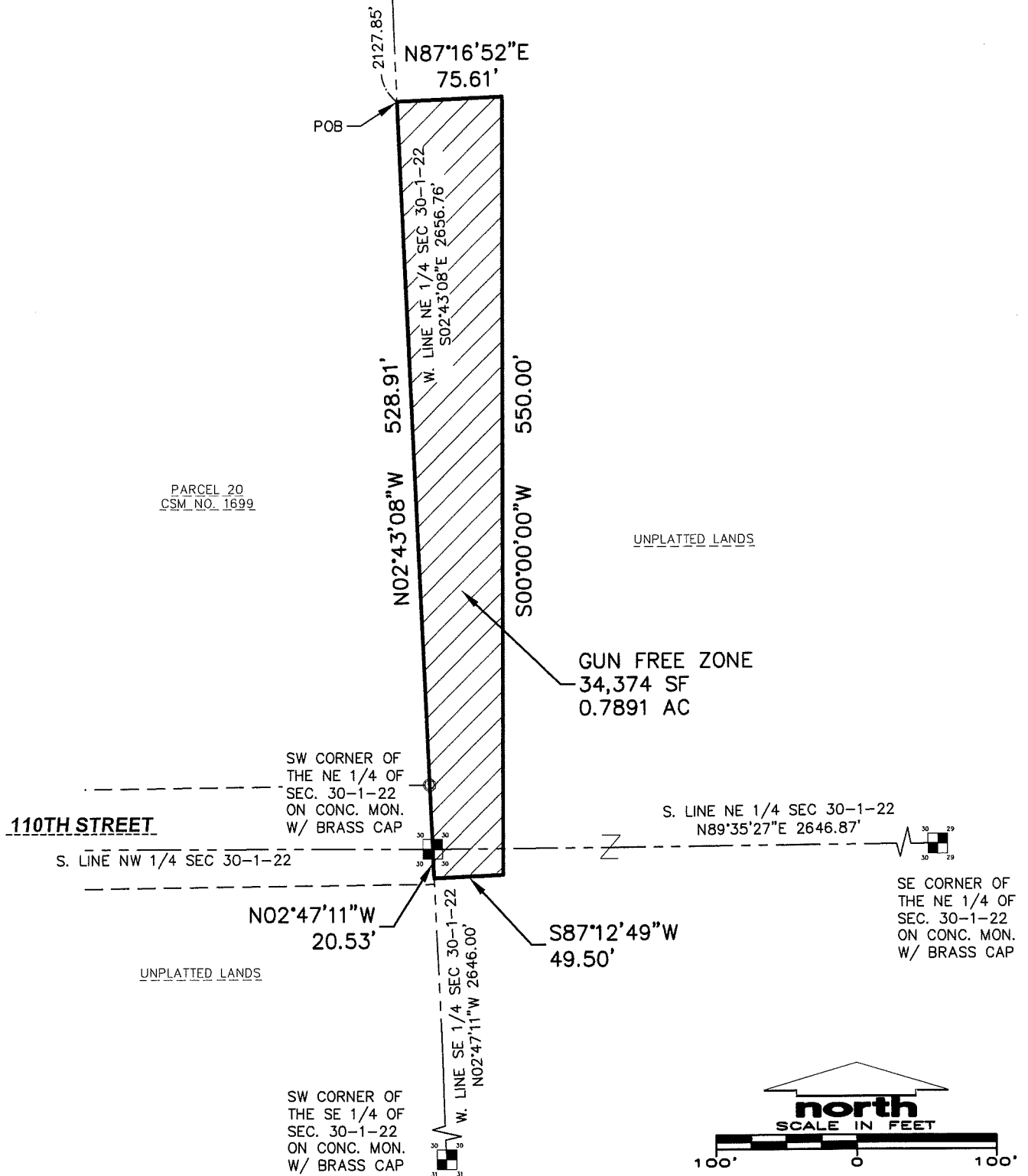
All that part of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 1 North, Range 22 East, located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follow:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 02°43'08" East along the west line of said Northeast 1/4 section, 2127.85 feet to the point of beginning;

Thence North 87°16'52" East, 75.61 feet; thence South 00°00'00" West, 550.00 feet; thence South 87°12'49" West, 49.50 feet to the west line of the Southeast 1/4 of said Section 30; thence North 02°47'11" West along said west line, 20.53 feet to the southwest corner of the Northeast 1/4 of said Section 30; thence North 02°43'08" West along the west line of said Northeast 1/4 section, 528.91 feet to the point of beginning.

Containing in all 34,374 square feet (0.7891 acre) of lands, more or less.

NW CORNER OF
THE NE 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP
N: 197,703.13
E: 2,554,726.62 } GRID



JSD Professional Services, Inc.
a Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
262.513.0666 PHONE | 262.513.1232 FAX

www.jsdinc.com

PROJECT:

**BREEZE TERRACE
VILLAGE OF PLEASANT PRAIRIE**

SHEET TITLE:

**GUN FREE ZONE
EXHIBIT**

JSD PROJECT NUMBER:

17-8209

DRAWN BY: CHECKED BY:

RWI TAG

DATE:

05-20-18

SHEET NUMBER:

EX-1

DRAFT 07/02/2018

**AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM
("DSIS")
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE
AND INTERSTATE PARTNERS WI II, LLC**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this ____ **day of _____, 2018**, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and INTERSTATE PARTNERS WI II, LLC, a Wisconsin limited liability company with a business address of N16 W23217 Stone Ridge Drive, Suite 200 Waukesha, WI 53188 (referred to as "Breeze Terrace Property"). In this Agreement, the Breeze Terrace Developer is also referred to as the "Owner".

WITNESSETH:

WHEREAS, the Owner of the real estate commonly known as Lot 1 of Certified Survey Map No. _____, (**Exhibit A - CSM**) recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. _____, is a Redivision of Parcels 19 and 20 of Certified Survey Map # 1699, located in part of the Southeast One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 30, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. The Property, having Village Tax Parcel Number 92-4-122-302-_____ is known as the "Owner's Property" in this Agreement; and

WHEREAS, The Owner desires to proceed with the development of the Breeze Terrace apartments on the Owner's Property with nine (9) apartment buildings and a club house/leasing office with the following Pleasant Prairie addresses; and

_____ 116 th Avenue	_____ 116 th Avenue
_____ 116 th Avenue	_____ 116 th Avenue
_____ 116 th Avenue	_____ 116 th Avenue
_____ 116 th Avenue	_____ 116 th Avenue
_____ 116 th Avenue	_____ 116 th Avenue

Breeze Terrace development consists of three 33-unit apartment buildings and six 18-unit buildings and associated parking and providing a variety of efficiency, 1-bedroom, and 2-bedroom units located on a 16.7492-acre development site (**Exhibit B – Residential Development Site Plan**); and

WHEREAS, the Village Plan Commission conditionally approved the revised **Final Residential Development Plans (Exhibit B)** for the Breeze Terrace development on _____, 2018 subject to a number of conditions, one of which was the execution of this Agreement and the installation and operation of a DSIS for the Property. Said Plans are on file in the Village's Community Development Department; and

WHEREAS, The Owner's Property is primarily zoned R-11, Multi-Family Residential with a Planned Unit Development (PUD) Zoning Overlay District, which zoning classification allows for the development of multi-family residential rental housing with garage and surface parking and a club house in accordance with **Village Zoning PUD Ordinance #18-__ (Exhibit C)**. In addition, portions of the Property are also zoned the following environmental designations: C-1, Lowland Resource Conservancy District, C-2 Upland Resource Conservancy District and FPO, Floodplain Overlay District. The Final Residential Development Plans and the PUD were approved by the Village Board of Trustees (the "Village Board") on _____, __, 2018 **(Exhibit C)**; and

WHEREAS, the Village has asserted and the Owner agrees that the development of the Breeze Terrace development will require additional security provisions pursuant to Village regulations in order to maintain a safer environment for their residents and for the protection of their personal 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 the **DSIS Plan (Exhibit D)** attached hereto, that monitors the exterior public access areas, underground parking 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 the residential apartment buildings, garages and club house areas within the Breeze Terrace Property 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 also 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 of the camera security system, ownership and easement requirements of the DSIS; and

WHEREAS, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS per the Village's Security Ordinance requirements, except as may be modified by this Agreement. Further, the Owner shall grant a Property **Access Easement (Exhibit E)** to the Village allowing installation, 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 install and 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 installation, 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 Breeze Terrace apartments or club house 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 John Goes, of ClearCom, Inc. with offices located at 8338 Washington Avenue, Suite 108, Racine, WI 53406 (office 262-898-2020 cell 262-977-1533), for the Owner, with the revised plans and video surveillance hardware specifications proposal dated **July __, 2018**, 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 and the Village inspection and system testing are 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 or adds onto the buildings, garages, or club house 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 exterior DSIS cameras 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 apartment buildings and club house entrances, site access driveway entrances, underground parking areas, building elevator areas and parking lot areas within the development. The DSIS as described in **Exhibit D** shall adequately cover the Owner's Property as the Village deems 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 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 buildings of the Owner's Property and attached via non-penetrating mounts as shown on **Exhibit D**. Interstate Partners WI II, LLC 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 considered to be aesthetically tasteful, architecturally harmonious and satisfactory to all parties (Dome style cameras no bullet style cameras).

(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 Breeze Terrace development on the Owner's Property that will be accessible for inspection and electronically accessed via a VPN internet connection with the assistance of the Owner. The Owner shall provide access

as provided herein upon reasonable verbal or written advance notice to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

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

(v) All digital video recorded by such system shall be archived in the secured area for a period of not less than four (4) weeks and shall be available to the Village for public safety purposes directly through a static Internet Protocol (IP) transmission via the Village's area-wide data network. The connection must possess upload speeds of no less than 5 mbps and download speeds of no less than 5 mbps (business class connection). The DSIS 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 shall 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 30 business days following written invoice 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 D** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be 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 not change the password for Village connection without first providing notification and the new password to 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:

Interstate Partners WI II, LLC
Attn: John Heller, _____
N16 W23217 Stone Ridge Drive
Waukesha, WI 53188
(262) 506-1000

If to the Owner:

Interstate Partners WI II, LLC
Attn: Fran Brzezinski, _____
N16 W23217 Stone Ridge Drive
Waukesha, WI 53188
(262)506-6201

If to the Village:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Nathan Thiel, Village Administrator
9915 39th Avenue
Pleasant Prairie, WI 53158
(262) 925-6721

And to the Village:

Village of Pleasant Prairie
Community Development Department
9915 39th Avenue
Pleasant Prairie, WI 53158
Attn: Jean M. Werbie-Harris
Community Development Director
(262) 925-6717

And to the Village:

Village of Pleasant Prairie
Police Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: Police Chief David Smetana
(262) 694-7353

And to the Village:

Village of Pleasant Prairie
Information Technology Department
8600 Green Bay Road
Pleasant Prairie, WI 53158
Attn: Ryan Marquart
Technical Services Manager
(262) 948-8915

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, INTERSTATE PARTNERS II WI, LLC has executed this DSIS Agreement on this ____ day of July, 2018.

Notarized signatures are on the following pages.

INTERSTATE PARTNERS WI II, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

 This instrument was acknowledged before me in Pleasant Prairie, WI
on July ____, 2018, by _____, as the duly
authorized _____ of Interstate Partners WI II,
LLC, a Wisconsin limited liability company.

Signature of Notary Public

Jean M. Werbie-Harris
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: December 27, 2021

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

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

ATTEST:

Name: Jane C. Snell
Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on _____, 2018 by John P. Steinbrink and Jane C. Snell as the duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Signature of Notary Public

Jean M. Werbie-Harris
Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of Wisconsin
My Commission expires: December 27, 2021

This document drafted by:
Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT A

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**COPY OF CERTIFIED SURVEY MAP NO. _____ WITH LEGAL
DESCRIPTION OF LANDOWNER'S PROPERTY**

[CSM attached hereto]

LOT 1 CERTIFIED SURVEY MAP # _____ RECORDED AS
DOCUMENT # _____ AT THE KENOSHA COUNTY REGISTER
OF DEEDS OFFICE AND FURTHER IDENTIFIED AS BEING A
REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP 1699,
LOCATED IN THE SOUTHEAST PNE QUARTER OF THE NORTHWEST
ONE QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 30,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL
MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA
COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 16.7492 ACRES
MORE OR LESS.

EXHIBIT B

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

BREEZE TERRACE APARTMENTS
RESIDENTIAL DEVELOPMENT SITE PLAN

(Attached hereto)

EXHIBIT C
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE #18-__
(Attached hereto)

EXHIBIT D

TO AGREEMENT REGARDING DSIS SECURITY SYSTEM

**DSIS PLAN, HARDWARE DETAILS, EXECUTED DSIS CONTRACT AND
WITTEN NARRATIVE**

(On file with Village Police Department)

[Attached hereto]

EXHIBIT E
TO AGREEMENT REGARDING DSIS SECURITY SYSTEM
SITE ACCESS EASEMENT
[Attached hereto]

DSIS ACCESS EASEMENT

This ACCESS EASEMENT is entered into this ____ day of July, 2018 by and between the Grantor, Interstate Partners WI II, LLC, a Wisconsin Limited Liability Company (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE, A Wisconsin municipal corporation (the "Easement Holder").

RECITALS

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

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

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

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for an apartment development which will consists of a nine 3-story, apartment buildings providing a variety of efficiency, 1-bedroom and 2-bedroom units and a club house/leasing office on a 16.7492-acre development site, commonly known as Breeze Terrace, and the Easement Holder shall not unreasonably interfere with said uses and operations of the Landowner's Property.

GRANT OF ACCESS EASEMENT

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

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

Recording Area

Name and Return Address:

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

Parcel Identification Number:

92-4-122-302-016____

exterior of the camera security system 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 the secured and restricted area within the Breeze Terrace club house building 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 business 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 Village of Pleasant Prairie (Easement Holder) and the Landowner dated on or about July ____, 2018 (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 residents/occupants, and that its equipment shall not impair the architectural and landscaping designs of the development.

3. Improvements. The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible, insofar as the Landowner fails to construct, install and maintain said improvements. 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 Breeze Terrace development 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 tenants' use of the Landowner's Property may include if permitted by the Village, outdoor activities and other events that may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary Village permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

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

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

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

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

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

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

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

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

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

(Signatures are on the next pages).

IN WITNESS WHEREOF, INTERSTATE PARTNERS WI II, LLC has executed this Access Easement this ____ day of July, 2018.

INTERSTATE PARTNERS WI II, LLC

By: _____
Name: _____
Title: **Managing Member**

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

This instrument was acknowledged before me in Pleasant Prairie, WI on July ____, 2018, by as the duly authorized **Managing Member of INTERSTATE PARTNERS WI II, LLC**.

Signature of Notary Public

Jean M. Werbie-Harris
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission expires:
December 27, 2021

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN:

By: _____

Name: John P. Steinbrink

Title: Village President

ATTEST:

Name: Jane C. Snell

Title: Village Clerk

STATE OF WISCONSIN)
) SS:
KENOSHA COUNTY)

This Agreement was acknowledged before me in Pleasant Prairie, WI on July ____, 2018 by John P. Steinbrink and Jane C. Snell, as duly authorized Village President and Village Clerk, respectfully, of the Village of Pleasant Prairie, a Wisconsin municipal corporation.

Signature of Notary Public

Jean M. Werbie-Harris

Typed or Printed Name of Notary Public

Notary Public, Kenosha County, State of
Wisconsin

My Commission expires:

December 27, 2021

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.

_____ Bank

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS:

_____ COUNTY)

This instrument was acknowledged before me on _____, 2018
by _____, (Name) the _____
(Title) of the _____ (Bank).

Signature of Notary Public

Type or Print Name of Notary Public

Notary Public, State of _____

My Commission expires: _____

This instrument drafted by:

Jean M. Werbie-Harris
Community Development Director
9915 39th Avenue
Pleasant Prairie, WI 53158
262-925-6718

EXHIBIT A

Legal Description of Landowner's Property

LOT 1 CERTIFIED SURVEY MAP #_____ RECORDED AS DOCUMENT
#_____ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND
FURTHER IDENTIFIED AS BEING A REDIVISION OF PARCEL 19 AND 20 OF
CERTIFIED SURVEY MAP 1699, LOCATED IN THE SOUTHEAST PNE QUARTER OF
THE NORTHWEST ONE QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 30,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN
THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS
APPROXIMATELY 16.7492 ACRES MORE OR LESS.

ORDINANCE # 18-
ORDINANCE TO CREATE THE BREEZE TERRACE APARTMENTS
PLANNED UNIT DEVELOPMENT
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 Chapter 420 Attachment 3 Appendix C be amended to create the Breeze Terrace Apartments Planned Unit Development to read follows:

Breeze Terrace Apartments Planned Unit Development

- a. It is the intent that the Breeze Terrace Apartments development on the property as legally described below is in conformity with the Village of Pleasant Prairie (Village) adopted Comprehensive Land Use Plan and the Village adopted Prairie Ridge Neighborhood Plan; would not be contrary to the general health, safety, welfare and economic prosperity of the community; and that the architectural, building and site design, property management, landscaping, grading and drainage, lighting and general site development will result in an attractive and harmonious residential environment of sustained desirability and economic stability and will not adversely affect the property values of the surrounding neighborhood.
- b. Legal Description: The property is known as Lots 1 of CSM [REDACTED] as recorded at the Kenosha County Register of Deeds Office as Document # [REDACTED] and located in U.S. Public Land Survey Section 30, Township 1 North, Range 22 East in the Village of Pleasant Prairie is hereinafter referred to as the "DEVELOPMENT".
- c. Requirements within the DEVELOPMENT:
 - (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations except as expressly modified in subsection (d) below.
 - (ii) All public improvements for this DEVELOPMENT shall be installed and constructed by the DEVELOPER in accordance with the Memorandum of Understanding as approved by the Village Board on [REDACTED], 2018 on file with the Village.
 - (iii) All private improvements for this DEVELOPMENT shall be installed and constructed by the Developer and all private improvements shall be maintained by the Owners of the DEVELOPMENT as shown on approved Residential Development Plans as conditionally approved by the Village Board on [REDACTED], 2018 on file with the Village.
 - (iv) The perimeter of the DEVELOPMENT is required to be fenced. The fence shall be installed and maintained by the owner of the DEVELOPMENT. Agricultural field fence is allowed adjacent to the north and east side of the woods as shown on the Residential Development Plans.
 - (v) The DEVELOPMENT, including but not limited to, the buildings, accessory structure garbage enclosures, sign(s), fence(s), landscaping, parking lots, exterior site lighting, monument sign etc., and the site as a whole, shall be maintained both inside and outside in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. Maintenance shall be conducted on a regular basis both inside and outside of the buildings and site.

Breeze Terrace Apartments
Planned Unit Development

- (vi) A Digital Security Imaging System Agreement (DSIS) shall be installed and remain operational by the owners of the DEVELOPMENT pursuant to an incompliance with the DSIS Agreement as approved by the Plan Commission on July 23, 2018.
- (vii) The apartment buildings and the club house within the DEVELOPMENT shall be fully sprinklered regardless of State requirements as approved by the Fire & Rescue Department (NFPR 13R system will be installed which will not require sprinklers in the attics).
- (viii) Residential communication structures pursuant to Article XIV of the Village Zoning Ordinance are prohibited within the DEVELOPMENT.
- (ix) All buildings and site modifications (excluding general building and site maintenance) within the DEVELOPMENT shall be made in accordance with the applicable Village Ordinance and Codes at the time the modification is proposed.
- (x) All buildings/structures and all exterior additions, remodeling or alterations to 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. as approved by the Village.
- (xi) All exterior site, fence, signage, pavement, buildings and landscaping maintenance shall be performed regularly by the owners or managers of the DEVELOPMENT. Copies of any property inspection reports along with exterior and interior building inspection reports shall be made available to the Village upon request.
- (xii) On-site management and maintenance and cleaning staff shall be provided for all apartment buildings and clubhouse.
- (xiii) The Developer shall provide and maintain a fountain or aerator in the retention basin within the DEVELOPMENT.
- (xiv) Apartment buildings A, B, D and E within the DEVELOPMENT shall remain pet free buildings. The other apartment buildings within the DEVELOPMENT are allowed to have a maximum number of one (1) pet per unit with a maximum weight not to exceed 40 pounds (at full grown/maturity). In addition, the following dog breeds are not allowed within the DEVELOPMENT: mastiff, pitbull, german shepherd, rottweiler and wolf-dog hybrid.
- (xv) No truck parking [e.g. semi-cab, semi-trailer, commercial trucks, 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.] is allowed within the DEVELOPMENT.
- (xvi) Temporary or permanent storage containers (some having brand names such as P.O.D.S., S.A.M.S., etc.) are not allowed within the DEVELOPMENT.
- (xvii) No flags, pennants, streamers, inflatable 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.

Breeze Terrace Apartments
Planned Unit Development

- (xviii) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
 - (xix) The DEVELOPMENT shall not be used for any outside parking (neither overnight nor during the day) of junked, inoperable, dismantled or unlicensed vehicles. All junked, inoperable, dismantled or unlicensed vehicles that are parked outside will be issued citations if not removed in a timely manner.
 - (xx) In the event that public transportation to service the DEVELOPMENT is requested, it shall be the responsibility of the property owner to fund the cost of providing such public transportation to and from the DEVELOPMENT.
 - (xxi) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.
 - (xxii) The DEVELOPMENT shall be operated and maintained in a uniform manner, and shall continue to comply with this PUD, which may be amended from time to time regardless of property ownership. If the DEVELOPMENT, or any portion of the DEVELOPMENT, is sold to another entity(s), the DEVELOPMENT shall continue to operate and be maintained as a unified residential development. No brick or stone exterior materials shall be painted. All of the building exteriors shall be maintained and shall be painted, other than the brick or stone, only with the approved colors on the approved Residential Development Plans, unless expressly approved by the Village.
 - (xxiii) No further land divisions shall be allowed within the DEVELOPMENT unless approved by the Village.
- d. Specific Modifications to the Village Ordinance and Regulations and Specific Requirements for the DEVELOPMENT:
- (i) Section 420-116 A related to the Primary Purpose and characteristics in the R-11 Multiple-Family Residential District is amended to read as follows:
 - A. Primary purpose and characteristics. The DEVELOPMENT will provide a multiple-family residential development wherein the net density shall not exceed 21.1 dwelling units per acre.
 - (ii) Section 420-116 B (1) (a) related to the number of principal structures is amended to read as follows:
 - (a) Three 33-unit buildings with a mixture 1-bedroom and 2-bedroom units with a minimum of 33 underground parking spaces per building; Six 19-unit buildings with a mixture of 1 bedroom and 2 bedroom units with each building having a minimum of 1 attached garage per unit; and a club house building.
 - (iii) Section 420-116 B F related to design standards is amended to read as follows:
 - F. Design Standards
 - (1) The sites and the buildings shall be constructed pursuant to the Residential Development Plans as conditionally approved by the Village Board on _____, 20__.

Breeze Terrace Apartments
Planned Unit Development

Any alterations shall require approval of the Village Board by an amendment of this ordinance. Minor modifications may be approved in writing by the Zoning Administrator.

- (2) The 33-unit apartment building shall not exceed 40 feet in height and the 19 unit buildings and the clubhouse shall not exceed 35 feet in height.
 - (3) The units in the apartment building shall meet the following requirements:
 - (a) One-bedroom units shall have a minimum floor area of 700 square feet; and
 - (b) Two-bedroom units shall have a minimum floor area of 1,000 square feet.
 - (4) Placement of each structure shall provide for proper drainage away from the foundation and shall accommodate drainage on and through the existing property by not negatively affecting the existing drainage patterns or the capabilities of draining the abutting properties.
 - (5) The main roof of the 19 unit apartment buildings and the club house shall have a minimum roof pitch of 5:12.
 - (6) A minimum of 45% of the DEVELOPMENT shall remain as open space and the landscaping and exterior turf shall be irrigated.
- (iv) Section 420-116 B F related to building setbacks is amended to read as follows:
- F. Setbacks.
 - (1) Street setback: minimum of 40 feet from the property line adjacent to 116th Avenue.
 - (2) Shore setback: 35 feet minimum adjacent to any navigable waterway.
 - (3) Wetland setback: 25 feet minimum from the wetlands on the same property and 10 feet minimum from the wetlands on adjacent properties.
 - (4) Side and rear setback: 50 feet minimum.
 - (5) Between buildings: 20 feet minimum.
- (v) Section 420-50 related to minimum on-site parking requirements for multifamily dwellings is amended to read as follows:
- Multifamily dwellings: The on-site parking in the DEVELOPMENT as shown on the Residential Development Plan is acceptable. The DEVELOPMENT includes 351 parking spaces of which 213 parking spaces are enclosed (1 space per unit) and 10 handicapped accessible

Breeze Terrace Apartments
Planned Unit Development

parking. In addition to the 351 parking spaces an additional 102 parking spaces are shown in front of garages in the 19 unit buildings.

e. Amendments

- (i) The PUD regulations for said DEVELOPMENT may be amended pursuant to Section 420-13 of the Village 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 _____ 2018.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

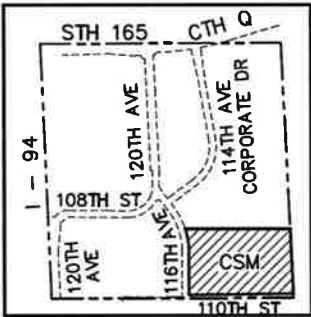
Jane C. Snell
Village Clerk

Posted: _____
____-Breeze Terrace PUD
CODE1806-001

VOPP ENG REVIEW
PLAN MARK UP
JULY 18, 2018

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



LOCATION MAP
NW 1/4 SEC 30-1-22
SCALE: 1"=2000'

PREPARED FOR:
INTERSTATE PARTNERS WI II LLC
N16 W23217 STONE RIDGE DRIVE
SUITE 120
WAUKESHA, WI 53188
PREPARED BY:

JSD Professional Services, Inc.
Surveyors • Engineers • Planners
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE RD., SUITE 100
WAUKESHA, WISCONSIN 53188
262.513.0666 PHONE / 262.513.1232 FAX

NOTE: CERTIFIED SURVEY MAP NO. 1699 WAS RECORDED IN KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON AUGUST 3, 1993 IN VOLUME 1609 OF RECORDS, PAGES 129-132, AS DOCUMENT NO. 934874.

C1
ARC=244.61'
RAD=750.00'
CRD. BRG.=N08°59'39"W
CHD. L=243.62'
Δ=17°51'14"

SEE SHEET 6 FOR UTILITY EASEMENT
DEDICATED TO THE PUBLIC FOR
RIGHT-OF-WAY PURPOSES
2,939 SQ. FT.
0.0675 ACRES

NE CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP
N: 197,703.13
E: 2,554,726.62 } GRID

SEE CIVIL PLAN
COMMENTS...NEED
EXHIBIT WITH
ROUNDAABOUT TO
REVIEW DEDICATED
ROW LIMITS

PARCEL 21
CSM NO. 1699

DEDICATED TREE
PRESERVATION AND
PROTECTION ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
4 OF 9

DEDICATED WETLAND
PRESERVATION AND
PROTECTION, ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
2 OF 9

LOT 1
729,594 SQ. FT.
16.7492 ACRES

DEDICATED WETLAND
PRESERVATION AND
PROTECTION, ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
3 OF 9

DEDICATED
FLOODPLAIN
PRESERVATION
AND PROTECTION
ACCESS AND
MAINTENANCE
EASEMENT SEE
SHEET 2 OF 9

20' GENERAL UTILITY
EASEMENT PER
CSM NO. 1699

116TH AVENUE
DEDICATED PUBLIC STREET

PARCEL 3
CSM NO. 1819

PARCEL 2
CSM NO. 1442

N00°04'02"W 166.85'
N00°04'02"W 448.05'
N00°04'02"W 448.55'(R)

20' GENERAL UTILITY
EASEMENT PER
CSM NO. 1699

S89°16'46"W 1085.48'
S. LINE NW 1/4 SEC 30-1-22 N89°55'58"E 2517.00'

110TH STREET

DEDICATED PUBLIC STREET - 70' WIDE
UNPLATTED LANDS

DEDICATED STORMWATER
DRAINAGE, RETENTION BASIN
AND ACCESS AND MAINTENANCE
EASEMENT. SEE SHEET 5 OF 9

SE CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP

SEE SHT 5 FOR
COMMENT.

PROVIDE ACCESS
EASEMENT FROM
116TH AVE TO POND

SW CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP



BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, WAS USED AS SOUTH 02°43'08" EAST

PROJECT CONVERSION FACTOR: GRID/1.00002087 = GROUND
SUBJECT TO EASEMENTS OF RECORD.

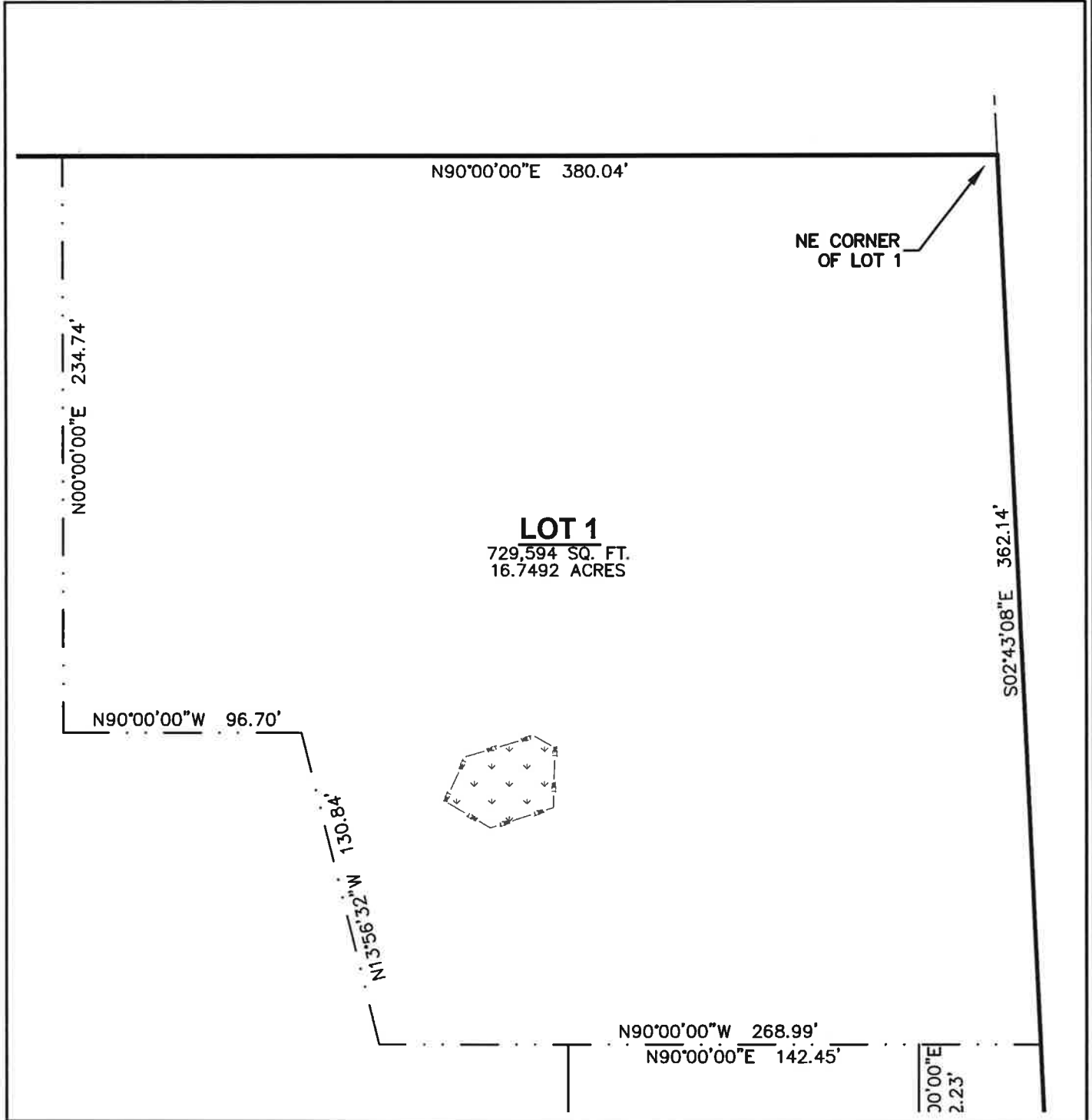
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS _____ DAY OF JUNE, 2018
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2017\178209 Breeze Terrace\DWG\17-8209 CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



NOTE: WETLAND AS DELINEATED
BY DAVE MEYER OF WETLAND &
WATERWAY CONSULTING ON
APRIL 21, 2016. FIELD LOCATED
BY JSD PROFESSIONAL INC. ON
APRIL 25, 2016

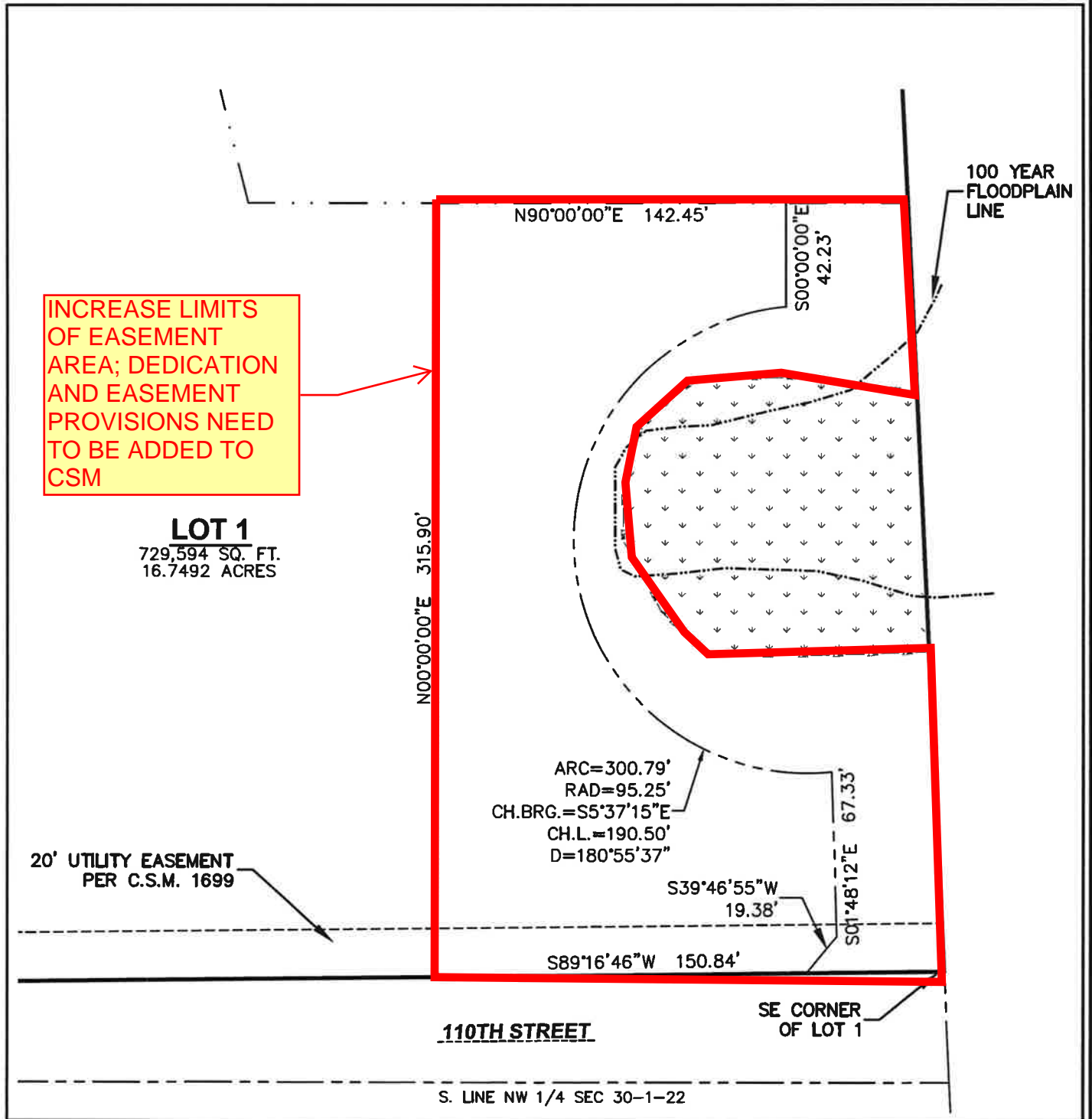
DEDICATED TREE PRESERVATION
AND PROTECTION, ACCESS AND
MAINTENANCE EASEMENT DETAIL



EASEMENT
DEDICATION AND
PROVISIONS NEED
TO BE ADDED TO
CSM

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



INCREASE LIMITS
OF EASEMENT
AREA; DEDICATION
AND EASEMENT
PROVISIONS NEED
TO BE ADDED TO
CSM

LOT 1
729,594 SQ. FT.
16.7492 ACRES

20' UTILITY EASEMENT
PER C.S.M. 1699

110TH STREET

SE CORNER
OF LOT 1

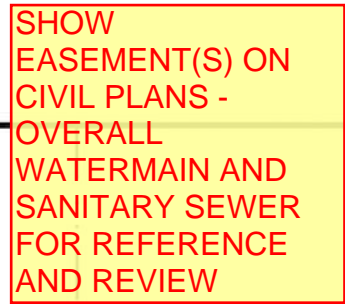
S. LINE NW 1/4 SEC 30-1-22

NOTE: WETLAND AS DELINEATED
BY DAVE MEYER OF WETLAND &
WATERWAY CONSULTING ON
APRIL 21, 2016. FIELD LOCATED
BY JSD PROFESSIONAL INC. ON
APRIL 25, 2016

DEDICATED STORMWATER DRAINAGE
RETENTION BASIN ACCESS AND
MAINTENANCE EASEMENT DETAIL



BEING A REDIVISION OF PARCEL 19 AND PARCEL PRIVATE ED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SEC. PRIVATE TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L13	S00°00'18"E	241.77'
L14	S00°00'00"E	279.99'
L15	N90°00'00"E	19.75'
L16	N45°00'00"E	4.24'
L17	S00°00'00"E	13.50'
L18	S00°00'00"E	13.23'
L19	S00°00'00"E	15.56'

DEDICATION AND
EASEMENT
PROVISIONS NEED
TO BE INCLUDED
WITH MAINTENANCE
REQUIREMENTS
FOR PRIVATE
SEWER AND WATER
MAINS

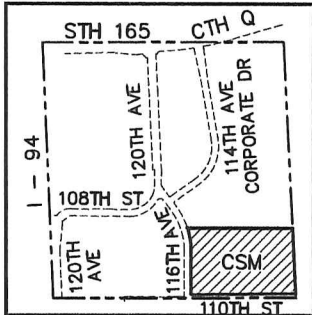


7/20/18 ~~not~~ *revised*

→ see noted
changes and
dedication
language
in word

CERTIFIED SURVEY MAP No.

BEING A REDIVISION OF PARCEL 19 AND 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



LOCATION MAP

NW 1/4 SEC 30-1-22
SCALE: 1"=2000'

PREPARED FOR:
INTERSTATE PARTNERS WII LLC
N16 W23217 STONE RIDGE DRIVE
SUITE 120
WAUKESHA, WI 53188

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE RD., SUITE 100
WAUKESHA, WISCONSIN 53188
262.513.0666 PHONE | 262.513.1232 FAX

NOTE: CERTIFIED SURVEY MAP NO. 1699
WAS RECORDED IN KENOSHA COUNTY
REGISTER OF DEEDS OFFICE ON AUGUST 3,
1993 IN VOLUME 1609 OF RECORDS, PAGES
129-132, AS DOCUMENT NO. 934874.

C1

ARC=244.61'
RAD=750.00'
CRD. BRG.=N08°59'39"W
CHD. L=243.62'
Δ=17°51'14"

SEE SHEET 6 FOR UTILITY EASEMENT
DEDICATED TO THE PUBLIC FOR
RIGHT-OF-WAY PURPOSES
2,939 SQ. FT.
0.0675 ACRES

NE CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP
N: 197,703.13
E: 2,554,726.62 } GRID

PARCEL 21
CSM NO. 1699

DEDICATED TREE
PRESERVATION AND
PROTECTION ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
4 OF 910

DEDICATED WETLAND
PRESERVATION AND
PROTECTION, ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
2 OF 910

LOT 1
729,594 SQ. FT.
16.7492 ACRES

DEDICATED WETLAND
PRESERVATION AND
PROTECTION, ACCESS
AND MAINTENANCE
EASEMENT. SEE SHEET
3 OF 910

DEDICATED
FLOODPLAIN
PRESERVATION
AND PROTECTION
ACCESS AND
MAINTENANCE
EASEMENT SEE
SHEET 2 OF 910

20' GENERAL UTILITY
EASEMENT PER
CSM NO. 1699

PARCEL 3
CSM NO. 1619

116TH AVENUE
DEDICATED PUBLIC STREET

PARCEL 2
CSM NO. 1442

N00°04'02"W 166.85'
N00°04'02"W 448.05'

20' GENERAL UTILITY
EASEMENT PER
CSM NO. 1699

C2
ARC=73.85'
RAD=1068.50'
CRD. BRG.=N02°02'49"W
CHD. L=73.83'
Δ=03°57'35"

70'

S89°16'46"W 1085.48'

S. LINE NW 1/4 SEC 30-1-22 N89°55'58"E 2517.00'

110TH STREET

DEDICATED PUBLIC STREET - 70' WIDE
UNPLATTED LANDS

DEDICATED STORMWATER
DRAINAGE, RETENTION BASIN
AND ACCESS AND MAINTENANCE
EASEMENT. SEE SHEET 5 OF 910

SE CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP

SW CORNER OF
THE NW 1/4 OF
SEC. 30-1-22
ON CONC. MON.
W/ BRASS CAP



LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" IRON REBAR FOUND & ACCEPTED
- SET 1"X18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.

BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE. THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 22 EAST, WAS USED AS SOUTH 02°43'08" EAST

PROJECT CONVERSION FACTOR: GRID/1.00002087 = GROUND
SUBJECT TO EASEMENTS OF RECORD.

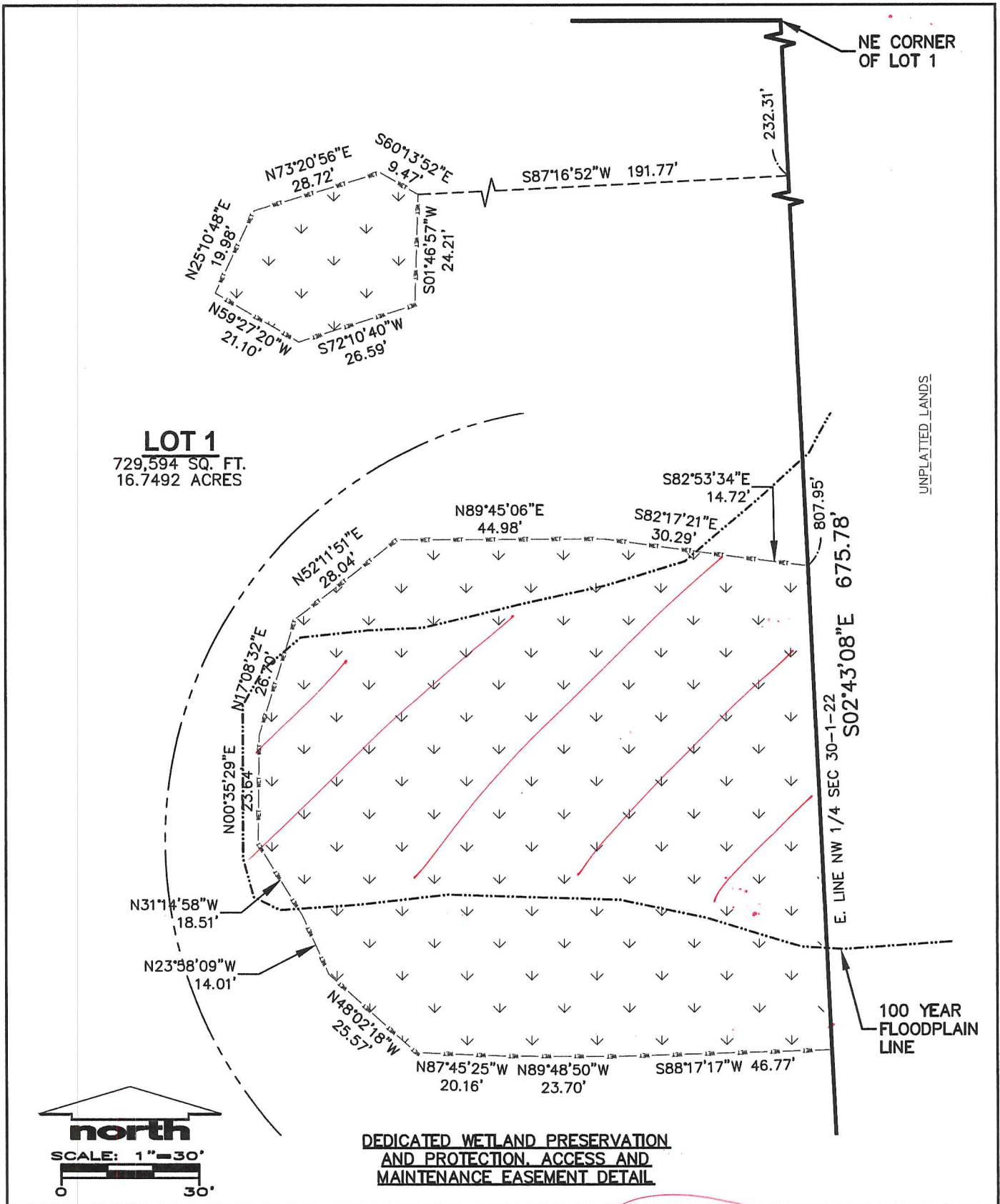
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS _____ DAY OF JUNE, 2018
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

show a
Dedicated
Access Easement
to storm water
Retention Basin
see sheet - of -
SHEET 1 OF 10

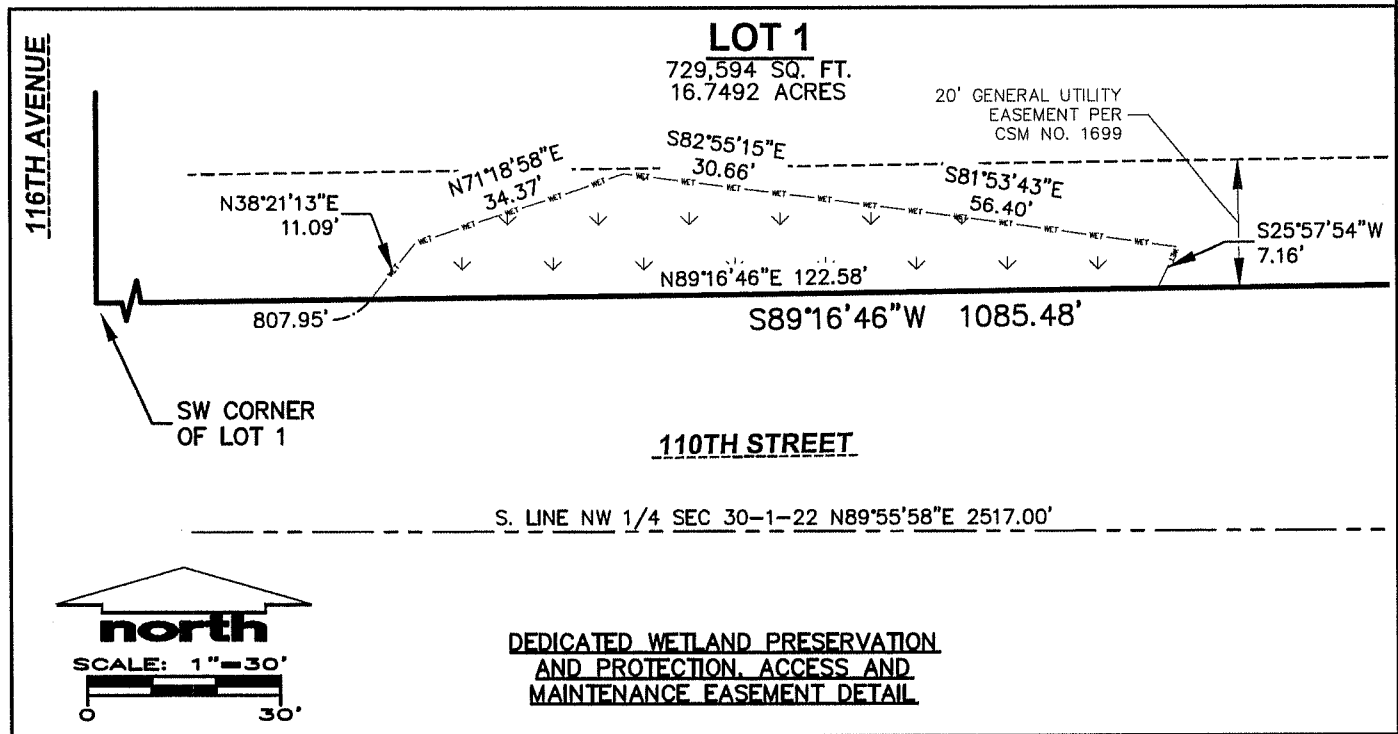
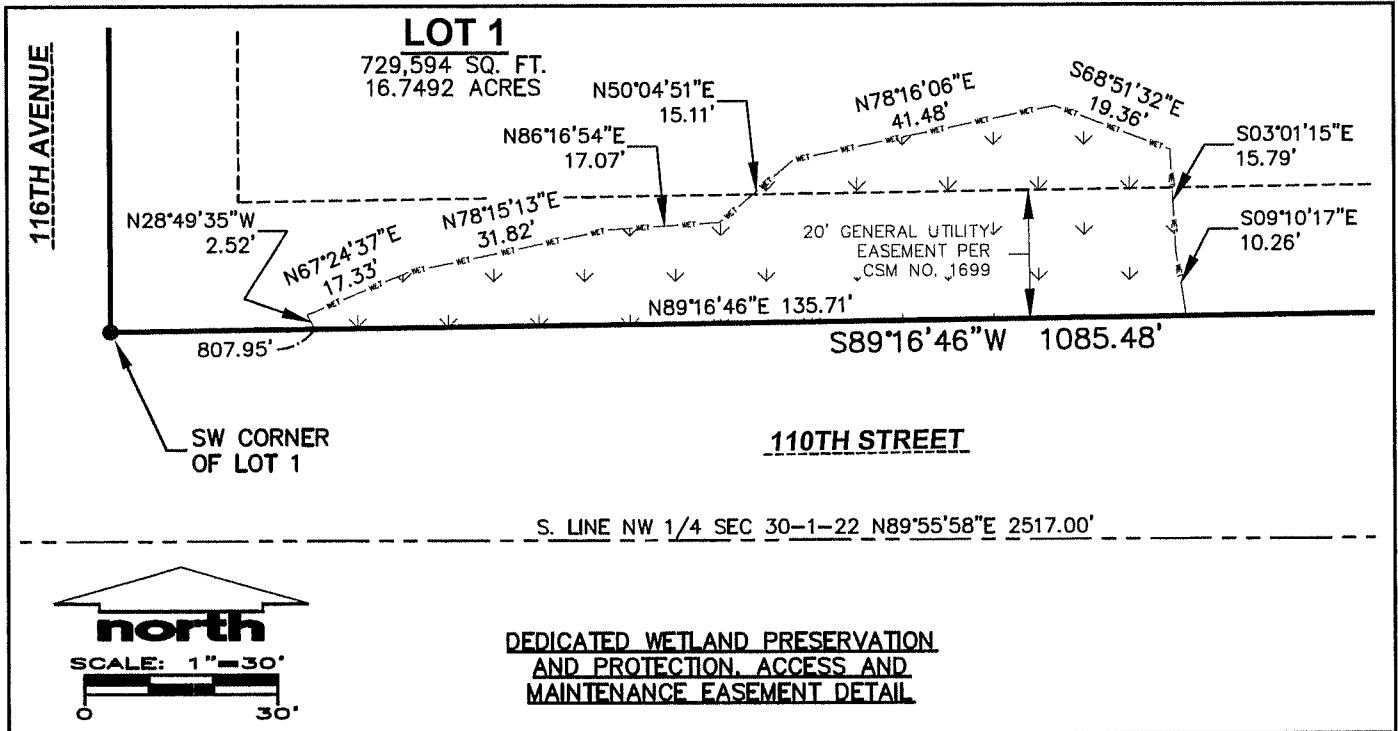
CERTIFIED SURVEY MAP No. _____

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CERTIFIED SURVEY MAP No. _____

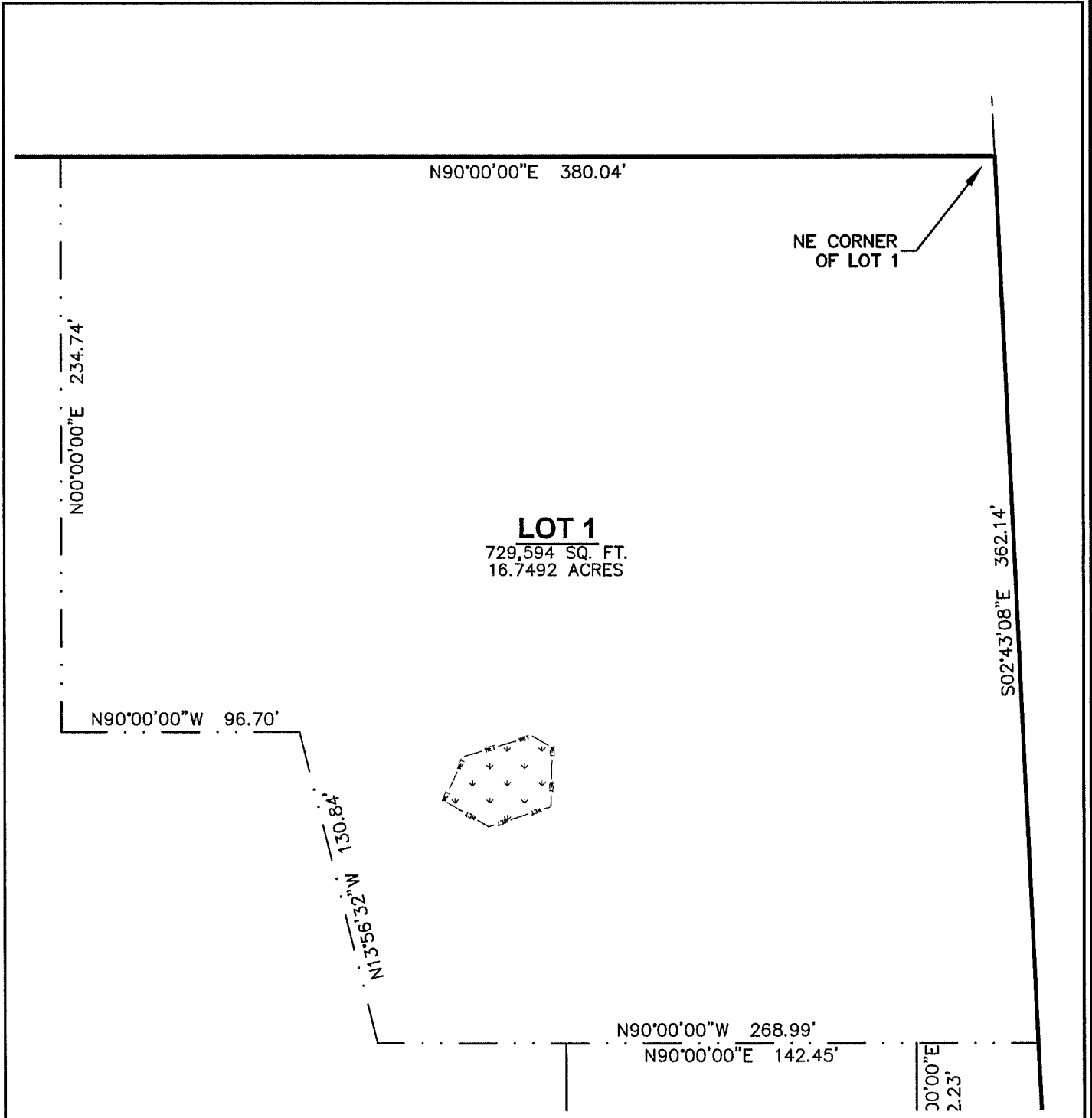
BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



NOTE: WETLAND AS DELINEATED
BY DAVE MEYER OF WETLAND &
WATERWAY CONSULTING ON
APRIL 21, 2016. FIELD LOCATED
BY JSD PROFESSIONAL INC. ON
APRIL 25, 2016

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
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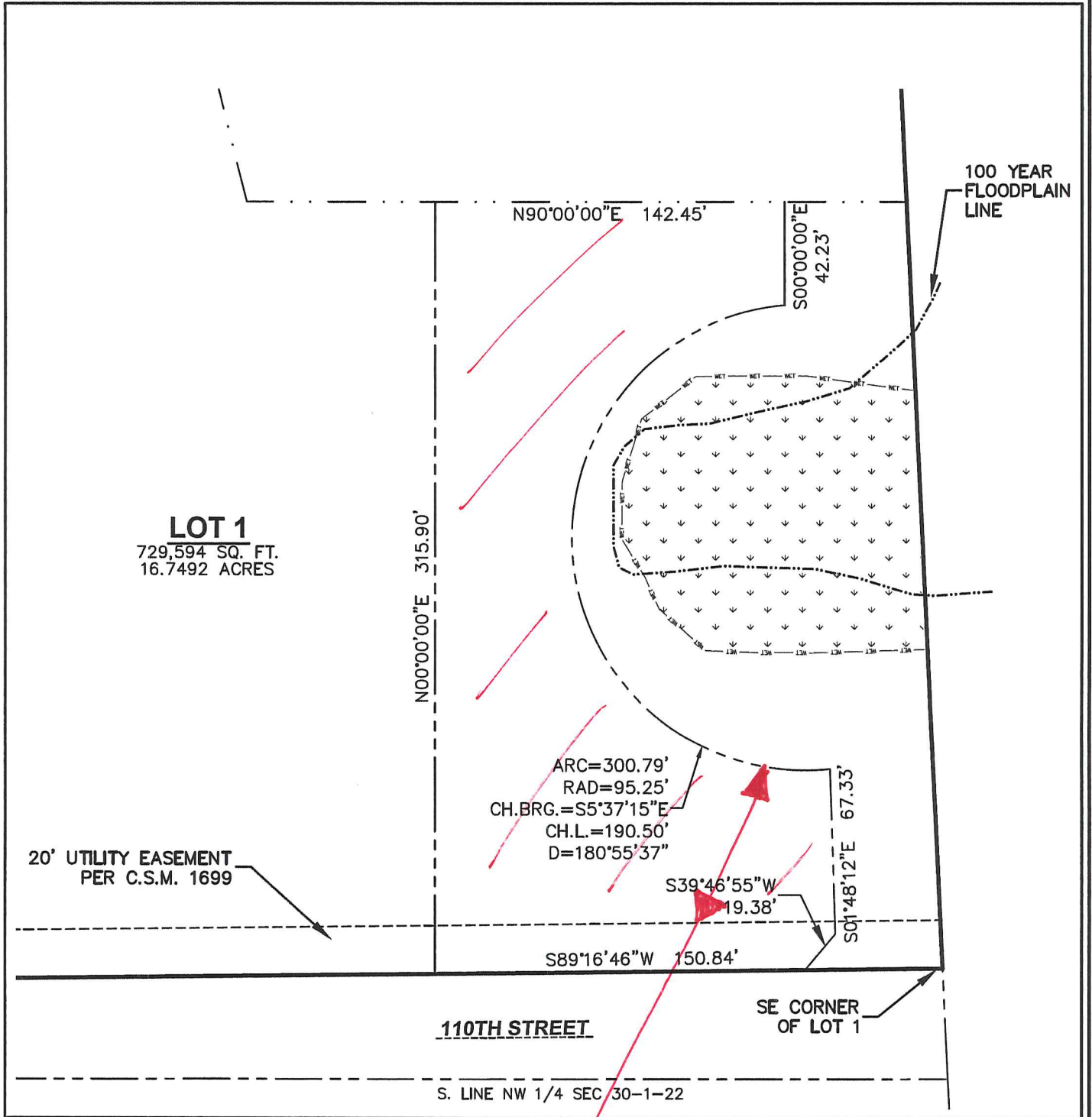
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APRIL 21, 2016. FIELD LOCATED
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APRIL 25, 2016

DEDICATED TREE PRESERVATION
AND PROTECTION. ACCESS AND
MAINTENANCE EASEMENT DETAIL



CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
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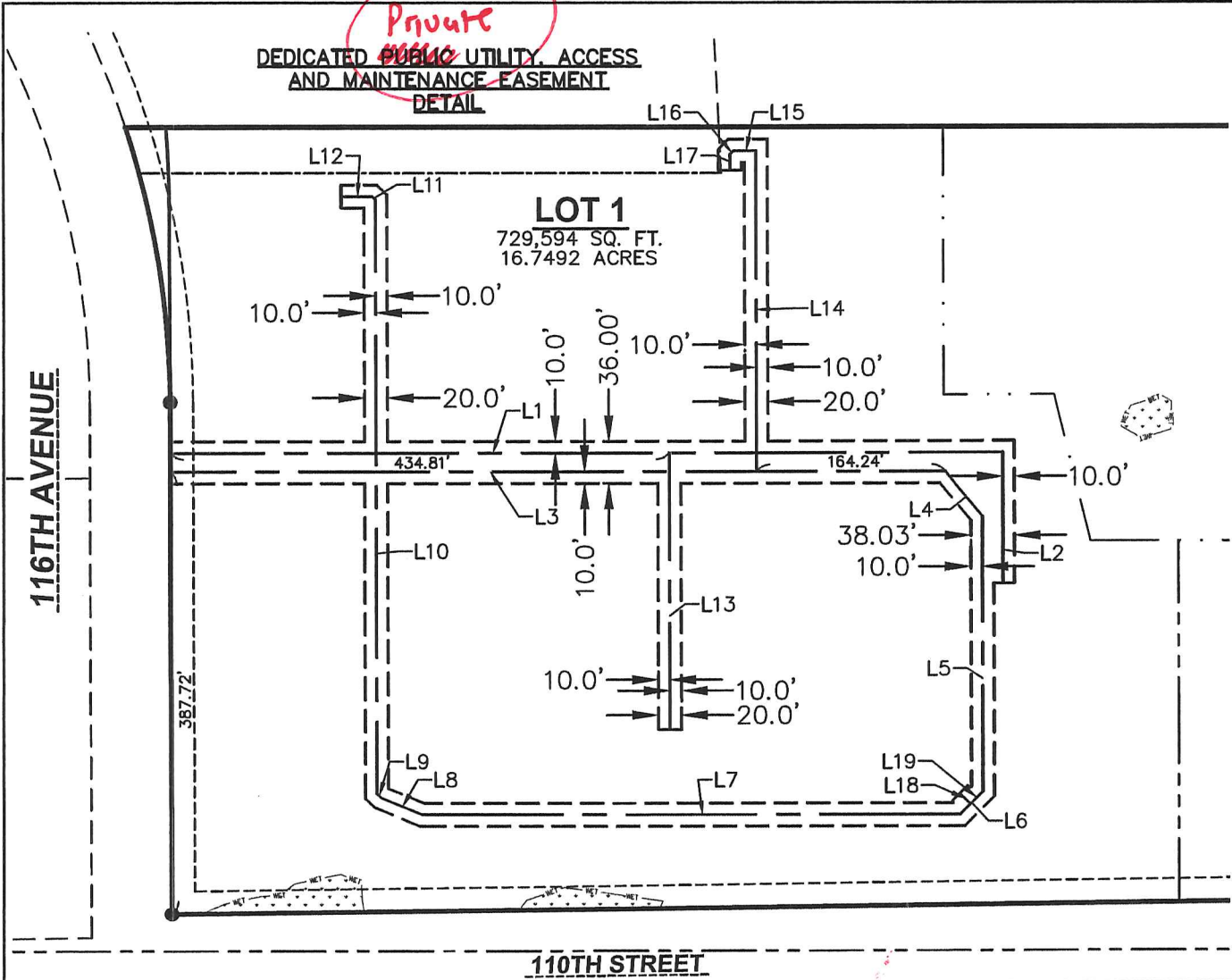


DEDICATED STORMWATER DRAINAGE,
RETENTION BASIN, ACCESS AND
MAINTENANCE EASEMENT DETAIL

Clearly show a
symbol in legend
for easement area

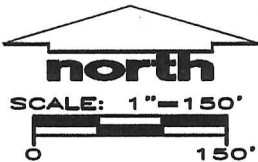
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LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N89°59'42"E	725.53'
L2	S00°00'00"E	113.53'
L3	S89°59'42"W	675.08'
L4	N39°20'34"W	51.11'
L5	N00°00'25"W	240.66'
L6	N44°59'35"E	28.29'
L7	N89°59'35"E	468.71'
L8	S67°29'44"E	38.74'
L9	S45°00'25"E	5.00'
L10	S00°00'25"E	519.36'
L11	S45°00'25"E	4.16'
L12	N89°59'35"E	26.96'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L13	S00°00'18"E	241.77'
L14	S00°00'00"E	279.99'
L15	N90°00'00"E	19.75'
L16	N45°00'00"E	4.24'
L17	N00°00'00"E	13.50'
L18	S45°00'00"E	13.23'
L19	S44°59'47"W	15.56'



CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

DEDICATION AND EASEMENT PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by the landowner to the Village of Pleasant Prairie, its successors and assigns (the "Village") as it pertains to 110th Street and 116th Avenue for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks or bike lanes, if required by the Village, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the Owner of Lot 1 shown on this CSM which are adjacent to the public street areas for the required planting, mowing, watering and maintenance of grass within the grassy street terrace areas, for the maintenance and replanting of public street trees and the construction, maintenance and snow plowing of private driveways and sidewalks if required and constructed, in the area between the roadway pavement and the Lot 1. In the event of any conflict between the rights of the Village under its existing fee interest in the Dedicated Public Street areas shown on this CSM and the rights of the Lot 1 Owner or of the LakeView Corporate Park Owners' Association, Inc. pursuant to the dedication retained herein, the rights of the Village shall be deemed to be superior.

The Lot 1 Owner shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement of the snow removal of the private driveways and sidewalks, if required and constructed; grading, placing of topsoil, seeding or sodding and mowing of the street terrace area; public street tree pruning, watering, mulching, staking and other public street tree maintenance and replacements; payment of public street lights energy and maintenance costs benefiting Lot 1; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities, maintenance of the private storm water drainage and their fair share costs associated with the off-site retention basin to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Site and Operational Plan approvals.

2. Perpetual nonexclusive easements coextensive with the areas shown as a 20' General Utility Easement (as shown in the recorded CSM No. 1699, as Document #934874), shown on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the respective utilities including, but not limited to, those commonly known as WE Energies (f/k/a W.E.P.CO), AT & T (f/k/a Wisconsin Bell) 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 Lot 1 and for any related ingress and egress. The Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered in accordance with separate agreement between Utility and Communications Grantees and Lot 1 Owner and as may be approved by the Village. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement area on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the Lot 1 Owner and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

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 Lot 1 Owner shall be ultimately responsible for the costs of such restoration and may pursue its 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.

Rewritten - see attached word document.

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

DEDICATION AND EASEMENT PROVISIONS

3. Perpetual nonexclusive easements coextensive with the areas shown as a 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement (as shown in the recorded CSM No. 1699, as Document #934874), shown on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the Village, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and other related facilities to serve Lot 1 and upstream lands and for any related ingress and egress. The Dedicated 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility use of the easement areas. To the extent possible, all such utility and facilities shall be installed underground. Upon the installation of the utility lines and related appurtenances, the elevation of the existing ground surface within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas shall only be altered in accordance with separate agreement between the Village and Lot 1 Owner. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area on which such easements are located as does not interfere with the purpose of the utility and the use of such easements by the Village. Unless there is a separate agreement entered into between the Lot 1 Owner and Village regarding the transfer of the restoration and maintenance responsibilities to the Utility, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas without the prior written approval of the Village.
4. A nonexclusive easement coextensive within the area shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by Interstate Partners WI II, LLC to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this easement.

RESTRICTIVE COVENANTS

1. Interstate Partners WI II, LLC hereby covenant that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the public street trees located within the 110th Street and 116th Avenue right-of-way areas shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the public street trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the public street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such public street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree related maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2. Interstate Partners WI II, LLC hereby covenants that the Lot 1 Owner shall be responsible for all costs associated with the and snow removal of the private driveways and sidewalks, if required and constructed; grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of the Lot 1 Owner fair share cost of the public street lights energy and maintenance costs; installation and maintenance of mailboxes; extensions and maintenance of private utility and communications facilities; on-site storm water drainage and the fair share costs of the off-site retention basin and related improvements to handle storm water from the development site; and other required construction, installation, repair, alteration, replacement, planting and site maintenance in accordance with the terms and conditions of the Village's Municipal Ordinances and the requirements of the Site and Operational Plan and Development Agreement approvals, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the Owner of Lot 1 of this CSM, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors and assigns or other 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 as referenced on this CSM, the Village shall have no obligation to do anything pursuant to its rights under the easement dedications.

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Parcel 19 and 20 of Certified Survey Map No. 1699, located in the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 30; thence South 02°43'08" East along the east line of said Northwest 1/4 section, 1935.70 feet to the southeast corner of Parcel 21 of said Certified Survey Map No. 1699 and the point of beginning;

Thence continuing South 02°43'08" East along said east line, 675.48 feet to the north line of 110th Street; thence South 89°16'46" West along said north line, 1085.48 feet to the east line of 116th Avenue; thence North 00°04'02" West along said east line, 448.05 feet to a point of curve thence northwesterly 243.62 feet along said east line and along the arc of said curve to the left whose chord bears North 08°59'39" West, 243.62 feet to the southwest corner of Parcel 18 of said Certified Survey Map No. 1699; thence South 90°00'00" east along the south line of said Parcel 18 and then along the south line of said Parcel 21, 1091.95 feet to the point of beginning.

Containing in all 732,563 square feet (16.8173 acres) of lands, more or less.

All subject to easements and restrictions of record, ~~many~~ *many*

That I have made such survey, land division and map by the direction of INTERSTATE PARTNERS WI II, LLC, owners of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS _____ DAY OF JUNE, 2018

Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF PARCEL 19 AND PARCEL 20 OF CERTIFIED SURVEY MAP NO. 1699, LOCATED IN THE
SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF
PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE

INTERSTATE PARTNERS WI II, LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping.

INTERSTATE PARTNERS WI II, LLC

_____(sign) _____(date)
_____(print)
_____(title)

_____(sign) _____(date)
_____(print)
_____(title)

State of _____)
_____) SS
_____ County)

Personally came before me this _____ day of _____, 2018, the above named _____,
_____, and _____, _____ of the above named company, to me
known to be such _____ and _____ of said company, and acknowledged that they
executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Notary Public, _____ County, _____
My Commission Expires _____

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this
_____ day of _____, 2018.

MICHAEL J. SERPE
Chairman of Village Plan Commission

VILLAGE BOARD APPROVAL

Resolved that this Certified Survey Map, being a redivision of Parcel 19 and 20 of Certified Survey Map No. 1699, located in the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this _____ day of _____, 2018.

JOHN P. STEINBRINK
Village President

ATTEST:

JANE C. SNELL
Village Clerk

DEDICATION AND EASEMENT PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street on this Certified Survey Map (CSM) was dedicated, given, granted and conveyed by the previous landowner and Interstate Partners WI II, LLC (the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") as it pertains to 116th Avenue for the construction, installation, repair, alteration, replacement, planting and maintenance of public roadway improvements, uses and purposes, including, without limitation, roadway pavement, curbs and gutters, sidewalks or bike lanes, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, roadway improvements, storm sewer and drainage system improvements, utility and communications facilities, street tree landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: a nonexclusive easement hereby reserved by the Village for the Owner of Lot 1 within the public street terrace area of the right-of-way for the Lot 1 Owner's required planting, mowing, watering and maintenance of grass, for the maintenance and replanting of public street trees and the construction, maintenance and snow plowing of private driveways and sidewalks, installation and maintenance of mailboxes and the payment of public street lights energy and maintenance costs benefiting Lot 1. In the event of any conflict between the rights of the Village under its existing fee interest in the Dedicated Public Street area shown on this CSM and the rights of the Lot 1 Owner pursuant to the Public Street dedication easements identified herein, the rights of the Village shall be deemed to be superior.

2. The Lot 1 Owner shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement of the snow removal of the private roadways, driveways and sidewalks; site grading; placing of topsoil, seeding or sodding and mowing of the street terrace area; installation, maintenance and replacement of public streets; installation of communications facilities; extensions and maintenance of private sanitary sewer and water utilities; maintenance of the private storm water drainage and storm water retention basins; and other required construction, installation, repair, alteration, replacement, planting and development maintenance in accordance with the terms and conditions of the Village Municipal Code and the specific requirements of the Site and Operational Plan approvals.

3. Perpetual nonexclusive easements coextensive with the areas shown as a 20' General Utility Easement (as shown in the recorded CSM No. 1699, as Document #934874), shown on this CSM were dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the respective utilities including, but not limited to, those commonly known as WE Energies (f/k/a W.E.P.CO), AT & T (f/k/a Wisconsin Bell) 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 Lot 1 and for any related ingress and egress. The Dedicated General Utility Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility lines, utility cables and related appurtenances, the elevation of the existing ground surface within the General Utility Easement areas shall only be altered

in accordance with separate agreement between Utility and Communications Grantees and Lot 1 Owner and as may be approved by the Village. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the General Utility Easement area on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees. Unless there is a separate agreement entered into between the Lot 1 Owner and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Utility and Communications Grantees, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the General Utility Easement areas without the prior written approval of the Utility and Communication Grantees.

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 Lot 1 Owner shall be ultimately responsible for the costs of such restoration and may pursue its 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.

4. Perpetual nonexclusive easements coextensive with the area shown as a 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement, as shown in the recorded CSM No. 1699, as Document #934874, was dedicated, given, granted, conveyed by the former landowner at the Kenosha County Register of Deeds to the Village, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and other related facilities to serve Lot 1 and upstream lands and for any related ingress and egress. The Dedicated 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement shall also include the right to trim or cut down trees, bushes, branches, and roots as may be reasonably required, that are interfering with the Utility use of the easement areas. To the extent possible, all such utility and facilities shall be installed underground. Upon the installation of the utility lines and related appurtenances, the elevation of the existing ground surface within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas shall only be altered in accordance with separate agreement between the Village and Lot 1 Owner. Upon the installation of the required utilities, the Lot 1 Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the conditions existing prior to installation of such utilities within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement area on which such easements are located as does not interfere with the purpose of the utility and the use of such easements by the Village. Unless there is a separate agreement entered into between the Lot 1 Owner and Village regarding the transfer of the restoration and

maintenance responsibilities to the Utility, the Grantor shall be responsible for all maintenance. No buildings, fences, or structures of any kind shall be placed within the 40' Wide Storm Sewer, Sanitary Sewer and Watermain Easement areas without the prior written approval of the Village.

5. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated Private Water Mains and Private Sanitary Sewer Mains, Access and Maintenance Easements on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for private water system and private sanitary sewer system improvements, uses and purposes, construction, installation, repair, alteration, replacement and maintenance activities and for all related ingress and egress. The Easements granted to the Village shall be exclusive, except for: the Lot 1 Owner's responsibilities for the construction, installation, repair, alteration and replacement and maintenance of the private water main and private sanitary sewer main and related appurtenances and the use, cleaning, televising and sampling and parking lot maintenance of the Easement land areas. In the event of any conflicts between the rights of the Village pursuant to these Easements and the rights of any other persons or entities with respect to these Easements, the Village's rights under these Easements shall be deemed to be superior.

6. A perpetual nonexclusive easement coextensive the areas shown as a Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement and a Property Access Easement leading from 116th Avenue to the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement on this CSM are hereby dedicated, given granted and conveyed by the Developer to the Village for the purposes of storm water drainage, storm sewer and retention basin(s) grading, construction, installation, planting, lighting, irrigation, related maintenance and for all related ingress and egress of the drainage areas benefitting the development. This Easement shall be exclusive, except for: (1) other such easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use for the retention basin and storm sewer installation; grading, planting, mowing and maintenance responsibilities and related ingress and egress in the Easement areas, which shall be required of the Lot 1 Owner. Unless the Village exercises the Easement rights granted to it hereunder with respect to the Easement, the Village shall have no obligation to do anything pursuant to its rights under this Easement. In the event of any conflict between the rights of the Developer, Lot 1 Owner and the rights of the Village or of other entities with respect to the Easements, the Village's rights under this Easement shall be deemed to be superior.

7. A nonexclusive easement coextensive within the areas shown as a Dedicated Wetland Preservation and Protection, Access and Maintenance Easement on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for wetland conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to the Easement areas, the Village shall have no obligation to do anything related to its rights under this easement.

8. A nonexclusive easement coextensive within the area shown as a Dedicated Floodplain Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for floodplain conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this easement.

9. A nonexclusive easement coextensive within the area shown as a Dedicated Tree Preservation and Protection, Access and Maintenance Easement on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village for tree conservancy preservation, protection, and maintenance purposes and uses and for related ingress and egress. Unless the Village exercises the rights granted to it pursuant to this Easement area, the Village shall have no obligation to do anything related to its rights under this easement.

RESTRICTIVE COVENANTS

1. Interstate Partners WI II, LLC (the "Developer") hereby covenant that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the public street trees located within the 116th Avenue right-of-way terrace area shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the public street trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-way areas, which might damage the public street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such public street tree planting and maintenance shall be performed regularly, without compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such public street tree related maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors 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 this paragraph.

2. The Developer hereby covenants that the Lot 1 Owner shall be responsible for all costs associated with the construction and snow removal of the private driveways and public sidewalks, grading, placement of topsoil, seeding or sodding and mowing of the street terrace area; payment of the public street lights energy and maintenance costs; installation and maintenance of private mailboxes. Such obligations shall be completed to the satisfaction of the Village.

To the extent that the Village performs any such maintenance activities on behalf of the Owner of Lot 1 of this CSM, the Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors and assigns or other 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 this paragraph.

3. The Developer hereby covenants that the Lot 1 Owner shall have the obligation of maintaining and replacing the private Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement areas on this CSM in a functional, neat and nuisance-free condition to handle storm water in

the development. Such maintenance shall include, without limitation and as needed, seeding or sodding, maintaining erosion control methods to protect the drainage ways; ditching to re-establish design capacity; installing, repairing and replacing the aerator/fountain, removing of trash and debris leaves, and brush; clearing and repairing basin structures; and mowing and weeding to prevent nuisance conditions. No driveways, patios, fences, signage or structures shall be erected within the storm water drainage and retention basin easement areas which blocks, diverts or re-routes the storm water drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. This covenant shall run with the land, shall be binding upon the Developer and Lot 1 Owner, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot 1 Owner and shall benefit and be enforceable by the Village. Such storm water drainage, storm sewer and retention basin maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, storm sewer or retention basin related maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owners as special assessments or special charges under Section 66.0627 (or successors 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 this paragraph.

4. The Developer hereby covenants that the Lot 1 Owner shall have the obligation of maintaining and replacing the private Dedicated Private Water and Private Sanitary Sewer, Access and Maintenance Easement areas shown on this CSM in a functional, maintenance-free condition to handle private water and sanitary sewer in the development. Such private water main system and appurtenances maintenance shall include, without limitation: fire hydrant and water main flushing, water sampling, exercising the water main valves, and inspecting, repairing, replacing and maintaining the private water system pursuant to a regular maintenance schedule as may be approved or prescribed by the Village. Such private sanitary sewer main system and appurtenances maintenance shall include, without limitation: sanitary sewer main cleaning and televising, and inspecting, repairing and replacing and maintaining the sanitary sewer system pursuant to a regular maintenance schedule as may be approved or prescribed by the Village. No driveways, patios, fences, signage or structures shall be erected over the private water and sanitary sewer mains. An annual report shall be provided to the Village Public Works Department regarding the annual maintenance of the private sanitary sewer and water system improvements. This covenant shall run with the land, shall be binding upon the Lot 1 Owner, their successors, assigns and successor-in-title of the Lots, in their capacity as the Lot 1 Owner and shall benefit and be enforceable by the Village. Such water main and sanitary sewer main system improvements maintenance shall be performed regularly, without public compensation, and to the satisfaction of the Village.

To the extent that the Village performs any such private water or sanitary sewer system related maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot 1 Owner as special assessments or special charges under Section 66.0627 (or successors 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 this paragraph.

5. The Developer hereby covenants that the area shown as a “Wetlands Protection and Preservation, Access and Maintenance Easement” area within the Development on this CSM which shall be protected and maintained as a tree protection and preservation area that no filling, dredging, plant cutting, plant removal or other activity or condition detrimental to its function as a Wetland Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such wetland maintenance or protection activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors 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 respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

6. The Developer hereby covenants that the area shown as a “Floodplain Protection and Preservation, Access and Maintenance Easement” area within the Development on this CSM which shall be protected and maintained as a floodplain protection and preservation area that no filling, dredging, or plant removal or other activity or condition detrimental to its function as a Floodplain Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village, the Wisconsin Department of Natural Resources or the Federal Emergency Management Agency. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such floodplain maintenance or protection activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors 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 respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.

7. The Developer hereby covenants that the area shown as a “Tree Protection and Preservation, Access and Maintenance Easement” area within the Development on this CSM which shall be protected and maintained as a tree protection and preservation area that no filling, dredging, tree cutting, tree removal or other activity or condition detrimental to its function as a Primary Environmental Corridor and Tree Preservation and Protection area shall occur or exist within such area or on any surrounding land without written approval of the Village. This covenant shall run with the land, shall be binding on the Developer, its successors, assigns and successors-in-title in their capacity as the Lot 1 Owner.

To the extent that the Village performs any such tree maintenance or protection activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors 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 respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this paragraph.



MEMORANDUM

Office of the Village Engineer
Matthew J. Fineour, P.E.

TO: Peggy Herrick, Assistant Planner / Zoning Administrator

FROM: Matthew Fineour, P.E., Village Engineer

SUBJ: Breeze Terrace – Engineering Plans

DATE: July 18, 2018

Peggy,

The Engineering Department has completed a review of the submitted plans for the subject development. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

See comments on attached mark-up plan sheets.

1. Only plan sheets with comments are included.
2. Comments that apply to multiple locations are not repeated for every occurrence.

Outstanding Items

3. Earthwork calculations still need to be submitted with the engineer's estimate of the amount of import or export of fill needed for the site-grading plan. Offsite borrow areas and surplus disposal areas must be addressed and identified.
4. An exhibit showing the site plan with the roundabout cad file still needs to be provided. Provide enough right-of-way for a 10-foot terrace between the curb and sidewalk.
5. A sanitary master meter facility still needs to be provided. The design / layout / location of the master meter facility shall be coordinated with and approved by the Department of Public Works.

Additional Comment: The sanitary sewer lateral from 116th Avenue up to and including the metering manhole shall be public, unless otherwise determined by DPW. This segment shall be covered with a public sanitary sewer and water main access and maintenance easement.

6. The design engineer shall evaluate the water main profile. We recommend that utilities be adjusted to better accommodate the water main to be at or near a depth of 6-feet. There are several areas where the water main is much deeper. In addition, we recommend water main crossings to be above the sanitary sewer. **If the design is to remain, the engineer shall explain / clarify why it is designed as such.**

7. The design engineer shall coordinate with the Village Public Works Department regarding the meter/vault facility design. – The design / layout of the water meter facility will need Department of Public Works approval.

Additional Comment: The water lateral from 116th Avenue up to and including the metering facility shall be public, unless otherwise determined by DPW. The segment shall be covered with a public sanitary sewer and water main access and maintenance easement.

8. A Village approved maintenance agreement is required for the maintenance of the private sanitary and water main facilities. The maintenance agreement shall be based on the maintenance plan developed for the life of the facilities. The agreement shall also state reporting requirements by the owner to the Village for the facilities.
9. A future force main along 116th Avenue is needed for the industrial development to the south (Interstate 94). The design and location of the force main has not been completed by the Interstate 94 developer. Breeze Terrace shall coordinate with Interstate 94 regarding the future force main and provide the planned location to the Village. Any additional ROW, easements, plan adjustments, or other accommodations needed for the force main shall be identified and provided for. **–Provide Coordination Update and results.**
10. Drainage along the north property line shall be routed to the existing storm sewer system. Clarify if new inlets are being provided or will the area be graded to existing inlets. – See Plan Mark Up.

Additional / New Comments

11. The Developer shall construction the sidewalk along 116th Avenue starting just north of the main entrance drive to the south lot line. The Village will construct the remaining sidewalk along the property frontage at the time that 116th Street roadway improvements are completed, at the property owner's expense.
12. Pick up additional identified downspouts in storm water collection system. – see plan mark up
13. Check / Revise sanitary rim elevations and adjust hydrants / valves as indicated on the plan mark up.
14. Provide separate project manual to include relevant standard construction specifications sections of Chapter 405 for the sanitary sewer and water main construction.

The engineering 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 as additional information is provided.

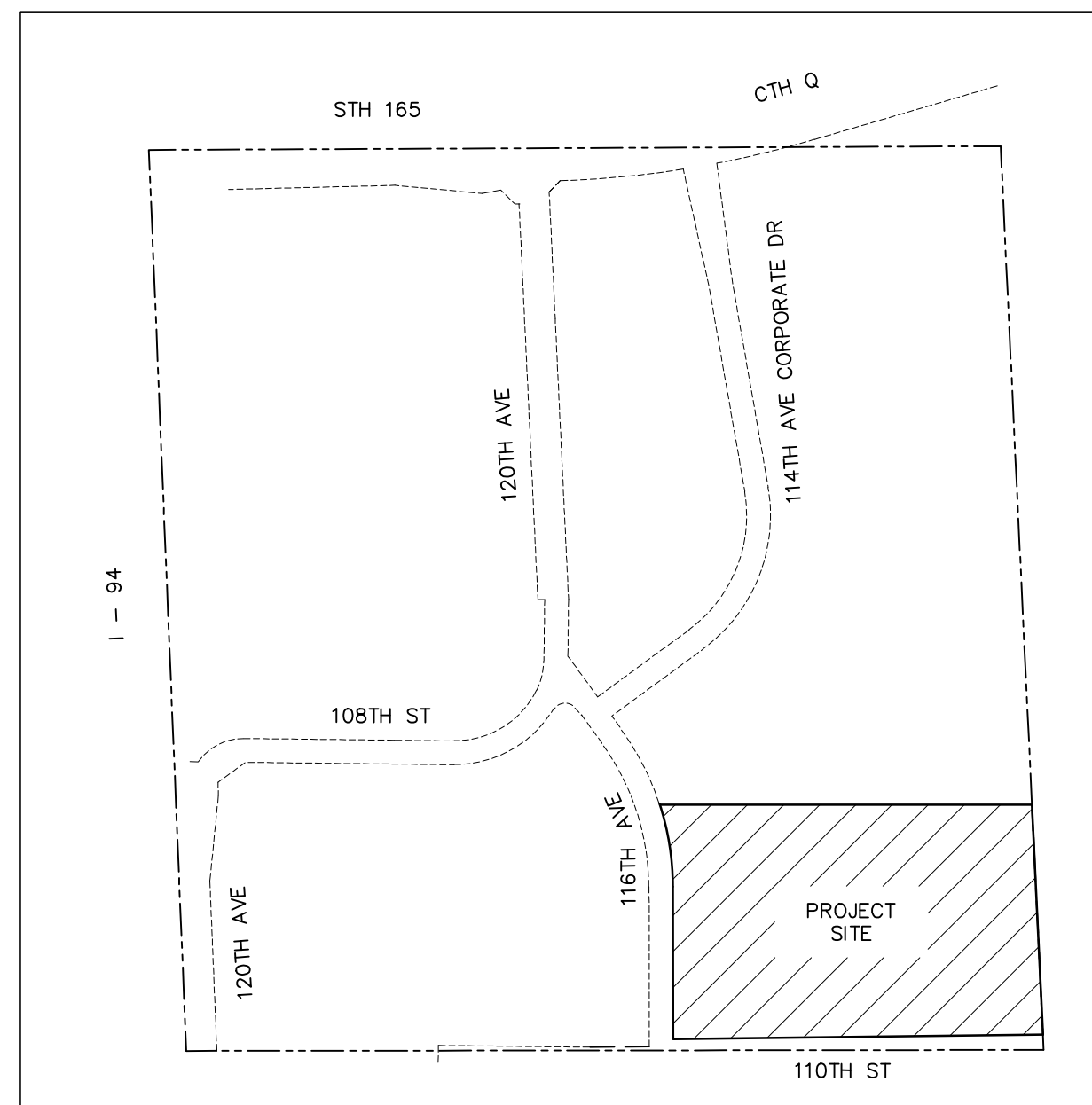
Attachment: Plan Mark Up

C01.0	TITLE SHEET
CS1.0	EXISTING CONDITIONS
C1.0	OVERALL PAVEMENT ID AND DIMENSIONAL PLAN
C1.1	NORTHWEST PAVEMENT ID AND DIMENSIONAL PLAN
C1.2	NORTHEAST PAVEMENT ID AND DIMENSIONAL PLAN
C1.3	SOUTHWEST PAVEMENT ID AND DIMENSIONAL PLAN
C1.4	SOUTHEAST PAVEMENT ID AND DIMENSIONAL PLAN
C2.0	OVERALL GRADING AND EROSION CONTROL PLAN
C2.1	NORTHWEST GRADING AND EROSION CONTROL PLAN
C2.2	NORTHEAST GRADING AND EROSION CONTROL PLAN
C2.3	SOUTHWEST GRADING AND EROSION CONTROL PLAN
C2.4	SOUTHEAST GRADING AND EROSION CONTROL PLAN
C3.0	OVERALL STORM SEWER PLAN
C3.1	NORTHWEST STORM SEWER PLAN
C3.2	NORTHEAST STORM SEWER PLAN
C3.3	SOUTHWEST STORM SEWER PLAN
C3.4	SOUTHEAST STORM SEWER PLAN
C4.0	OVERALL WATERMAIN AND SANITARY SEWER PLAN
C4.1	WATER AND SANITARY PLAN AND PROFILES 10+00 TO 15+00
C4.2	WATER AND SANITARY PLAN AND PROFILES 15+00 TO 18+00
C4.3	WATER AND SANITARY PLAN AND PROFILES 20+00 TO 24+00
C4.4	WATER AND SANITARY PLAN AND PROFILES 24+00 TO 27+00
C4.5	WATER AND SANITARY PLAN AND PROFILES 30+00 TO 35+00
C4.6	WATER AND SANITARY PLAN AND PROFILES 35+00 TO 36+00
C4.7	WATER AND SANITARY PLAN AND PROFILES 40+00 TO 43+00
C4.8	WATER AND SANITARY PLAN AND PROFILES 50+00 TO 54+00
C4.9	WATER AND SANITARY PLAN AND PROFILES 60+00 TO 64+00
C5.0	NOTES & DETAILS
C5.1	NOTES & DETAILS
C5.2	NOTES & DETAILS
C5.3	NOTES & DETAILS
C5.4	NOTES & DETAILS
C5.5	NOTES & DETAILS
L1.0	LANDSCAPE PLAN OVERVIEW
L1.1	LANDSCAPE PLAN SOUTHEAST
L1.2	LANDSCAPE PLAN NORTHEAST
L1.3	LANDSCAPE PLAN NORTHWEST
L2.0	LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS
T1.0	TREE SURVEY



116TH AVE

MAY 18, 2018



SE 1/4 OF NW 1/4, SECTION 30-1-22
REDIVISION OF PARCEL 19 & 20 OF CSM 1699
732,534 SQ. FT. - 16.8167 ACRES
SCALE: 1"=500'

ALL BEARINGS ARE REFERENCED TO GRID NORTH
OF THE WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NE
1/4 OF SECTION 8-1-22, WAS USED AS N02°49'58"W

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P. 262.513.0666

CLIENT:



CLIENT ADDRESS:

16W23217 STONE RIDGE DR. SUITE 12
WAUKESHA, WI 53188

PROJECT:

BREEZE TERRACE APARTMENTS

PROJECT LOCATION:

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



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Milwaukee Area (262) 432-7910
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PLAN MODIFICATIONS

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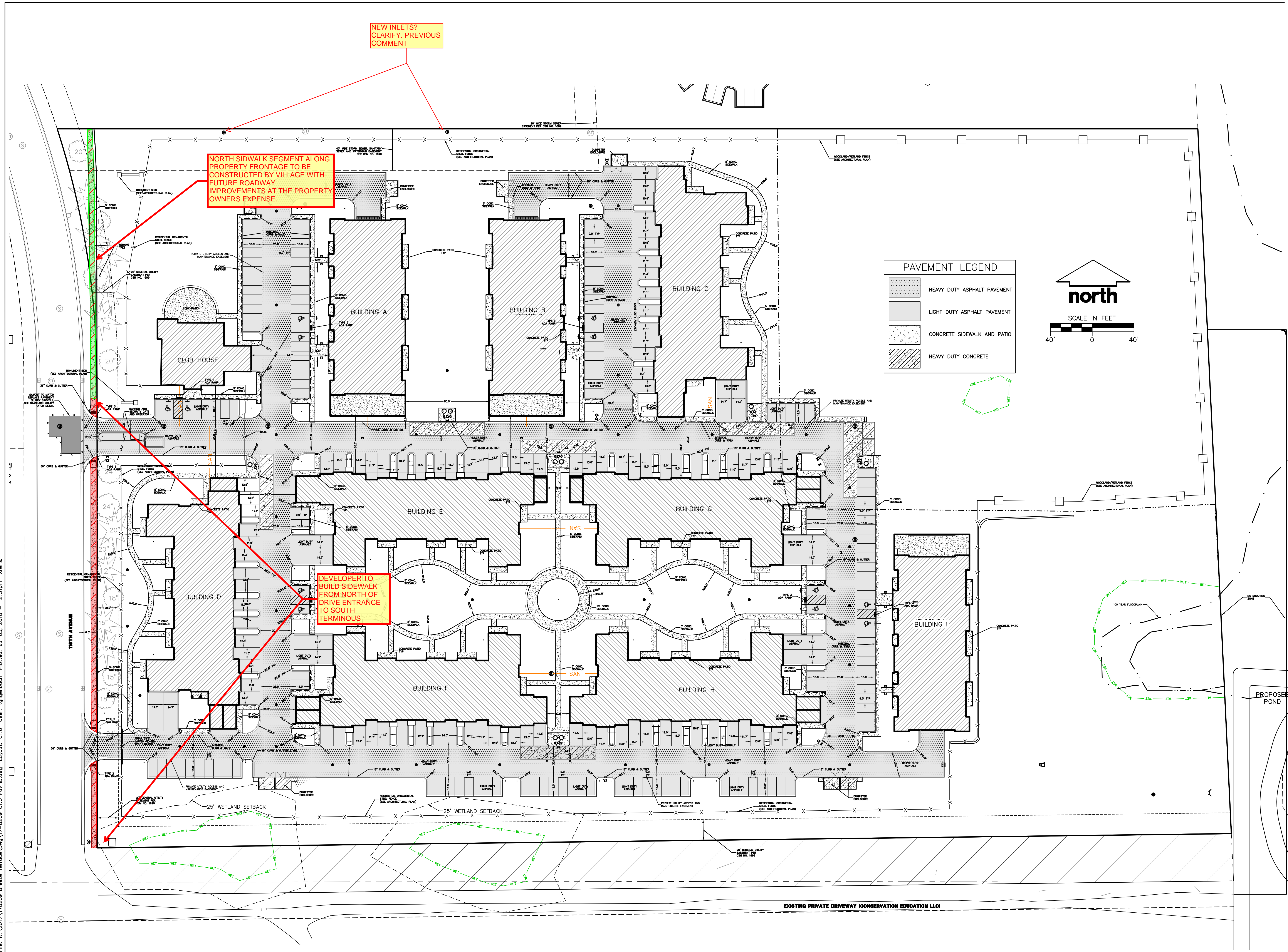
Design/Drawn:	APM
Approved:	RWI

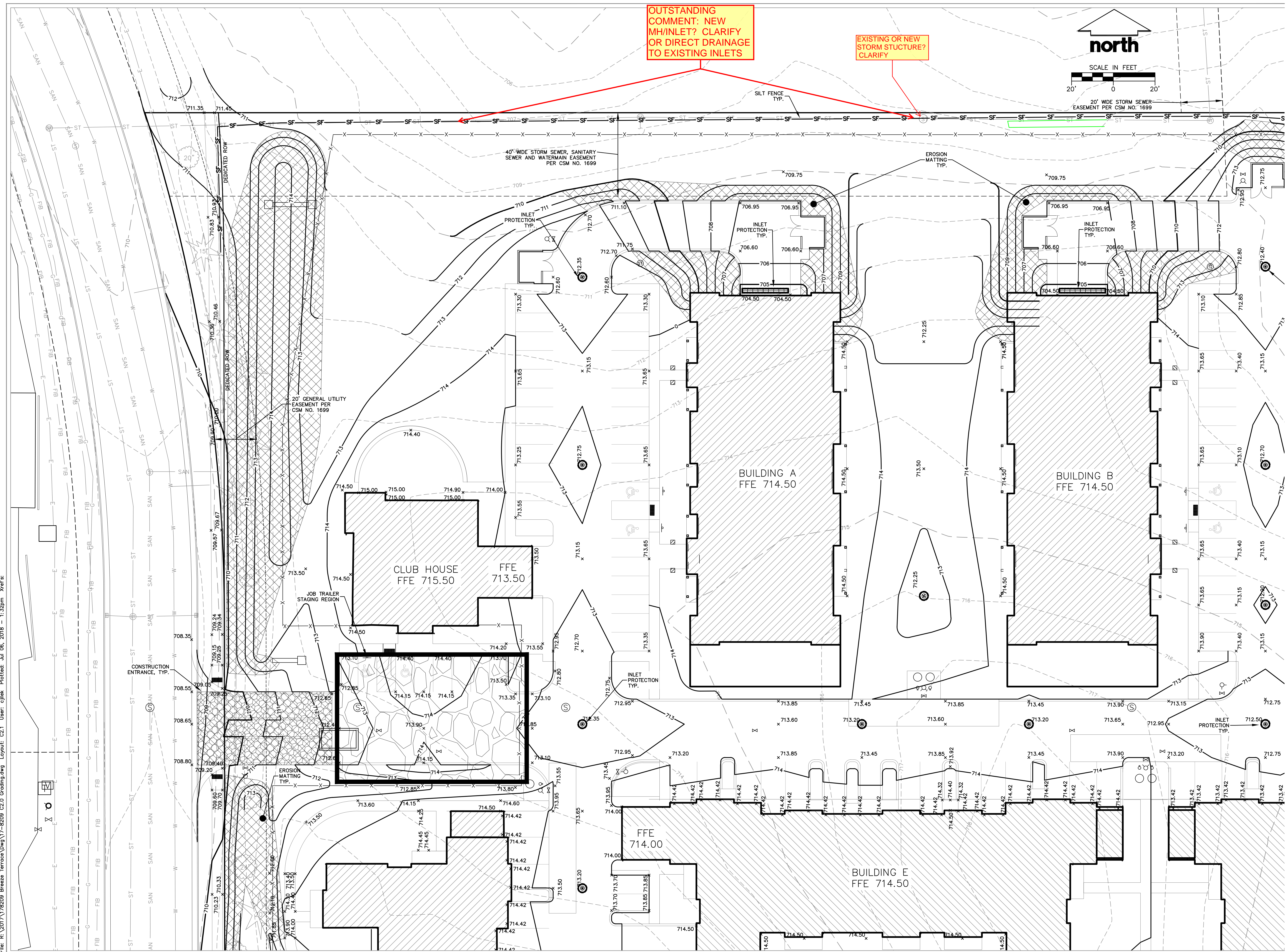
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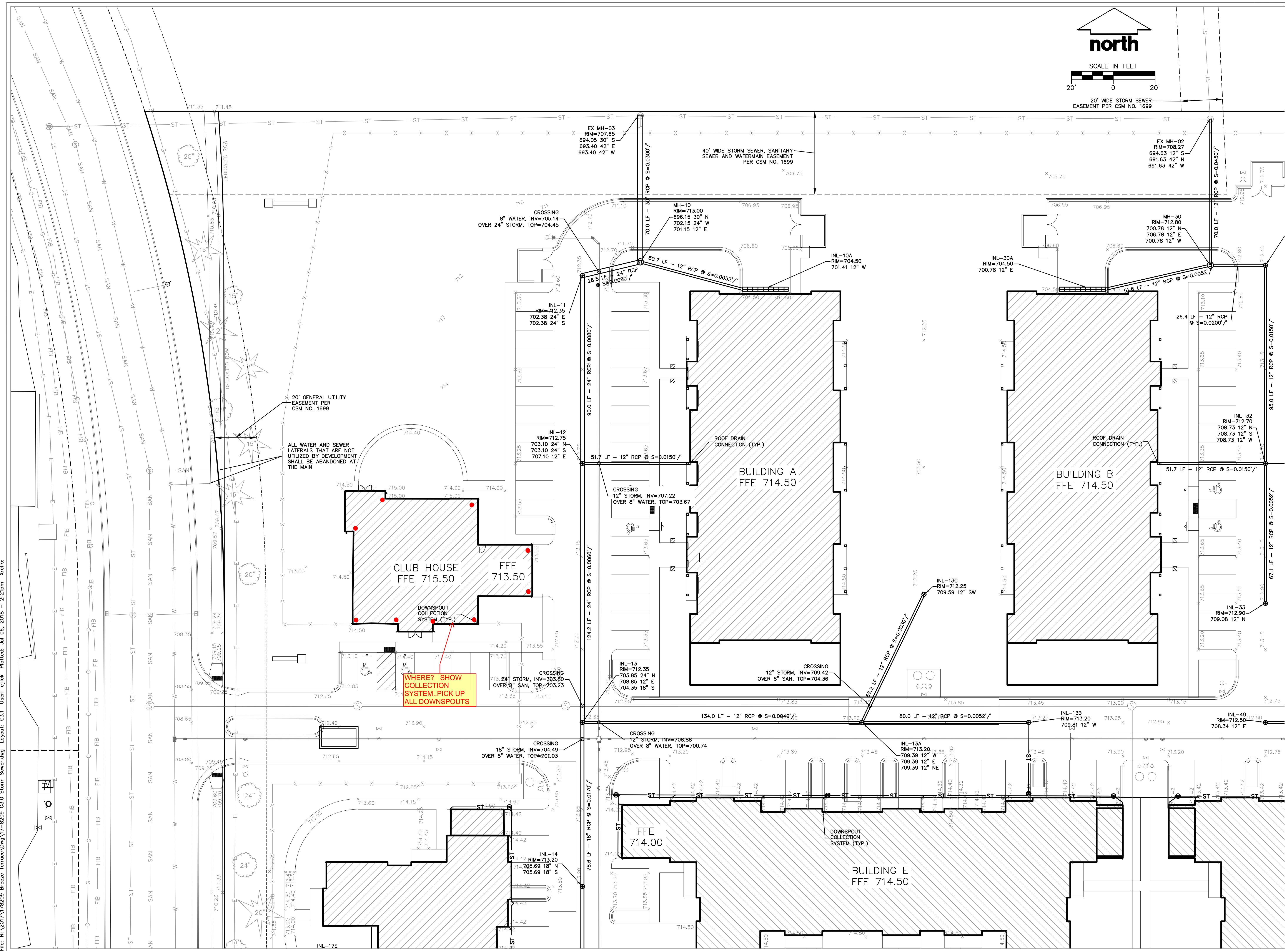
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SD PROJECT NO: 17-8209







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MILWAUKEE REGIONAL OFFICE
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P. 262.513.0666

CLIENT:  **Interstate Partners LLC**
Real Estate Development

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16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



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Design/Drawn:	APM
Approved:	RWI

SHEET TITLE:
**NORTHWEST STORM
SEWER PLAN**

SHEET NUMBER: _____

C3.1

SD PROJECT NO: 17-8209

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JSD
Professional Services, Inc.
Engineers • Surveyors • Planners

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CLIENT:  **Interstate Partners LLC**
Real Estate Development

PROJECT:

BREEZE TERRACE APARTMENTS

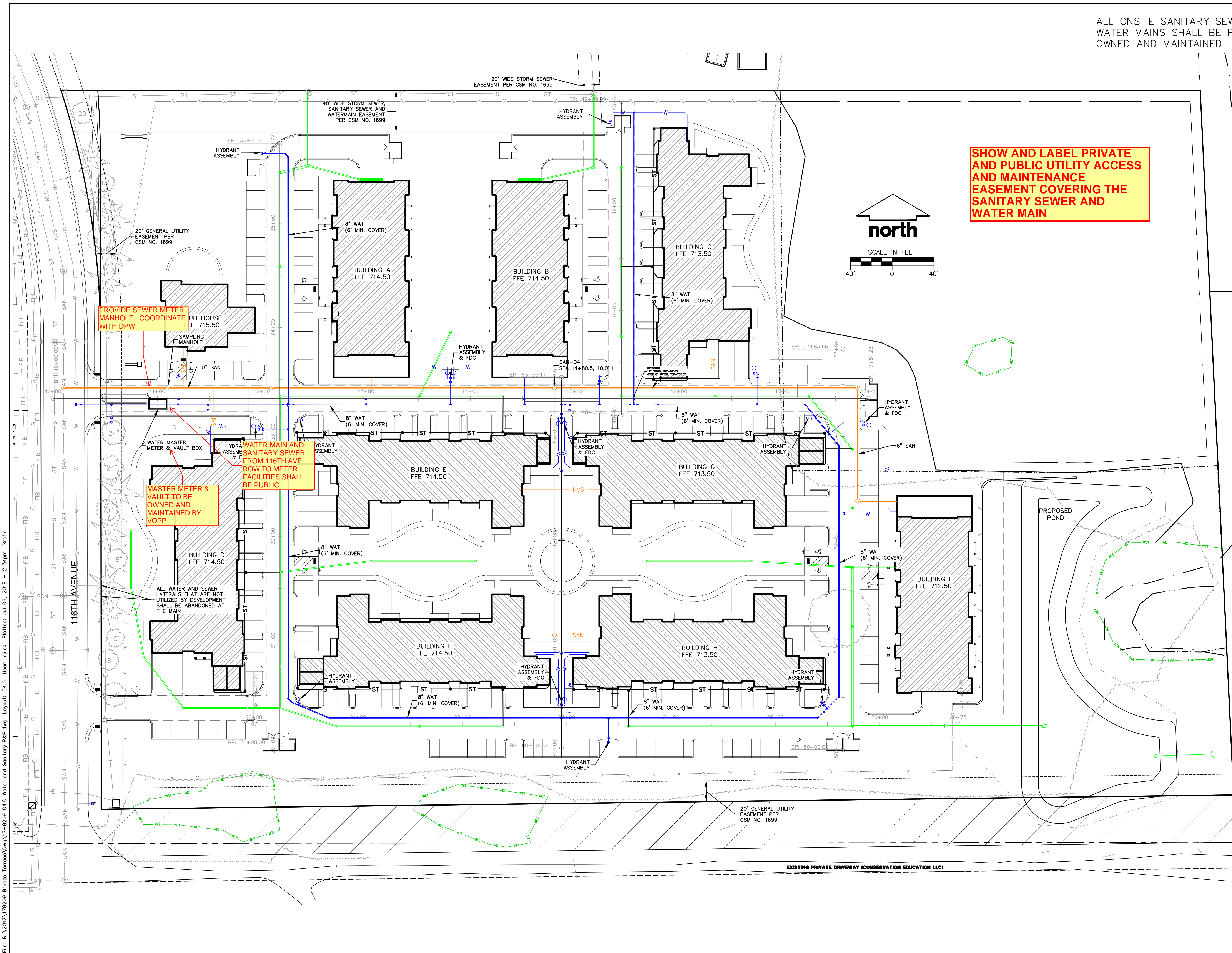
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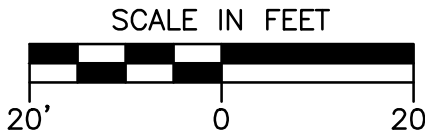
Date:	Description:
3/15/18	PLAN COMMISSION
5/18/18	REVIEW SET
5/18/18	VILLAGE RESUBMITTAL

SHEET NUMBER:

C4.0

SD PROJECT NO: 17-8209





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GENERAL NOTES AND SPECIFICATIONS

1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ENTERED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN THEIR ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING".
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
15. ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF THE PROJECT'S DRAINAGE SYSTEM SHALL BE USED. IF FIELD TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.

CONSTRUCTION SITE SEQUENCING

1. INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONSTRUCTED POND AND CONDUCT ROUGH GRADING EFFORTS.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
7. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER THAT MEETS OR EXCEEDS THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES DEFINITION OF "FINAL STABILIZATION".
- CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

PAVEMENT STRIPING NOTES

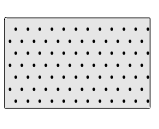
1. STRIPING SHALL BE WHITE.
2. PROVIDE CONTRACTOR GRADE ACRYLIC, STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
4. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
5. LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS. STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
6. PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
7. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES, (OR TO MFG. SPECIFICATION)
8. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
9. ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

PAVEMENT THICKNESS NOTES

ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION - CURRENT EDITION AND ADDENDUM, APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES, AND THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY CGC INC., DATED _____, 2018.

**** FINAL PAVEMENT DESIGN TO BE DETERMINED BY OWNER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORDS RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.**

MINIMUM PAVEMENT STRUCTURE



HEAVY DUTY ASPHALT PAVEMENT

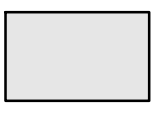
4-1/2" ASPHALTIC CONCRETE (2 LIFTS, 3" BINDER, 1-1/2" SURFACE)

LOWER LAYER (E-3 TYPE: 19.0 mm NOMINAL SIZE)

UPPER LAYER (E-3 TYPE: 12.5 mm NOMINAL SIZE)

10" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LESTMONE)

CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.



LIGHT DUTY ASPHALT PAVEMENT

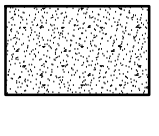
3" ASPHALTIC CONCRETE (2 LIFTS, 1-1/2" BINDER, 1-1/2" SURFACE)

LOWER LAYER (E-1 TYPE: 19.0 mm NOMINAL SIZE)

UPPER LAYER (E-1 TYPE: 9.5 mm NOMINAL SIZE)

8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LESTMONE)

CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.



CONCRETE SIDEWALK AND PATIO

4" CONCRETE

6" CRUSHED AGGREGATE BASE COURSE

CLEAN RECYCLED CRUSHED CONCRETE MAY BE USED IF APPROVED BY GEOTECH ENGINEER OF RECORD.

PAVING NOTES

1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.
2. CONCRETE PAVING SPECIFICATIONS--
- CODES AND STANDARDS -- THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
- CRUSHED AGGREGATE BASE COURSE -- THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
- SURFACE PREPARATION -- NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
- ASPHALTIC CONCRETE PAVING SPECIFICATIONS--
- CODES AND STANDARDS -- THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
- WEATHER LIMITATIONS -- APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
- GRADE CONTROL -- ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
- CRUSHED AGGREGATE BASE COURSE -- BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
- BINDER COURSE AGGREGATE -- THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.
- SURFACE COURSE AGGREGATE -- THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.
- ASPHALTIC MATERIALS -- THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
- SURFACE PREPARATION -- NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
4. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE

GRADING NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
 - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
 - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY PSI AND DATED MAY 29, 2015 FOR SITE COMPACTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE USED TO PREPARE THE SPREAD. THE CONTRACTOR SHALL MARK THE EXCESSIVE MATERIAL WITH LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF PLEASANT PRAIRIE ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED SWPPP IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER. EROSION CONTROL SHALL BE SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE

- PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER, ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) OUTSIDE OF THE PERIMETER CONTROLS SHALL INCORPORATE THE FOLLOWING:
 - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
 - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
 - DISCHARGE TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH BMP'S PRIOR TO RELEASE INTO STORM SEWER OR DITCHES.
 9. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
 10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.
 11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
 12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
 13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
 14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
 15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
 16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN SY58EN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C1258BH (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
 17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
 18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
 19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH. OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS. IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT, REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (a-1) OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
 20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW:
 - SILT FENCE -- REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
 - CONSTRUCTION ENTRANCE -- AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.
 - DITCH CHECK (STRAW BALES) -- RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER; AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.
 - EROSION CONTROL MATTING -- REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHEN CHANNELING AND EROSION HAS OCCURRED.
 - DIVERSION BERM/SWALE -- REPLACE OR RE-PAVE THE CONSTRUCTION MATERIALS AS NECESSARY.
 - INLET PROTECTION -- CLEAN, REPAIR OR REPLACE FILTER FABRIC AND/OR STONE WHEN CONTROL MEASURE IS CLOGGED. INLET FILTER BAGS SHALL BE REPLACED ONCE BAG BECOMES ONE-HALF FULL OF SEDIMENT.
- ADDITIONAL POLLUTANT CONTROL MEASURES TO BE USED DURING CONSTRUCTION
- ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO:
- CONSTRUCTION WASTE SHALL BE MAINTAINED, SANITARY WASTE, AND ENSURE THAT NO MATERIAL WASTE OR DISCHARGED TO THE WATERSHED. ALL MATERIALS SHALL BE COVERED WITH A TARPULIN TO PREVENT DUST. DUST CONTROL SHALL BE ACCOMPLISHED BY:
 - A. COVERING 30% OR MORE OF THE EXCAVATION.
 - B. ROUGHENING THE SOIL TO PREVENT WIND-EROSION. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
 - C. FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
 - D. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
 - STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

DRAIN TILE GENERAL SPECIFICATIONS

1. THE DRAIN TILE CONDUIT AND FITTINGS SHALL MEET STRENGTH AND DURABILITY REQUIREMENTS FOR THE SITE. ALL CONDUITS AND FITTINGS SHALL BE APPROVED BY THE AMERICAN SOCIETY FOR TESTING AND MATERIALS. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) CONDUIT AND FITTINGS SHALL MEET THE REQUIREMENTS OF ASTM M252. CONDUIT TYPE (SINGLE WALL OR DUAL WALL) SHALL BE INSTALLED PER THE LOCATIONS SHOWN IN THE PLANS. CONTRACTOR MAY SUBMIT DUAL WALL CONDUIT AT LOCATIONS SPECIFIED FOR SINGLE WALL CONDUIT AT THE SOLE EXPENSE OF THE CONTRACTOR.
 - SINGLE WALL CONDUIT SHALL BE TYPE CP WITH CLASS II PERFORATION PATTERN.
 - DUAL WALL CONDUIT SHALL BE TYPE SP WITH A SMOOTH INTERIOR THAT CARRIES A MAXIMUM MANNING'S "N" VALUE OF 0.12 WITH CLASS II PERFORATION PATTERN.
2. ALL DRAIN TILE CONSTRUCTION MUST BE PROVIDED WITH TRACER WIRE OR OTHER APPROVED METHODS IN ORDER TO BE LOCATED IN ACCORD WITH 182.0715(2R) OF THE STATUTES. CONTRACTOR SHALL PROVIDE JSD & CENTERPOINT NOTICE OF LOCATION METHOD PRIOR TO THE START OF CONSTRUCTION.
3. THE MINIMUM DEPTH OF COVER (FINISH GRADE TO TOP PIPE) SHALL BE:
 - CONCRETE PAVED AREAS -- 2.0-FT
 - ASPHALT PAVED AREAS -- 2.5-FT
 - BEHIND CURB -- 0.5-FT
 - OTHER LANDSCAPED/GRASS/PERVIOUS AREAS -- 2.0-FT
4. A MAXIMUM TRENCH WIDTH OF 2-FT SHALL BE MAINTAINED FOR ALL DRAIN TILE INSTALLATION WITH THE EXCEPTION OF CONNECTION POINTS TO THE EXISTING STORM SEWER SYSTEM IN WHICH CASE THE CONTRACTOR SHALL LIMIT DISTURBANCE AS POSSIBLE.
5. CONNECTION TO THE EXISTING STORM SEWER SYSTEM SHALL ACHIEVED BY CORING THE EXISTING REINFORCED CONCRETE STORM SEWER STRUCTURES OR PIPING TO THE DIAMETER NECESSARY TO ACCOMMODATE A PERMANENT CONNECTION. ALL CONNECTIONS TO THE EXISTING REINFORCED CONCRETE STORM SEWER SHALL BE ACHIEVED BY THE USE OF KOR-N-SEAL CONNECTORS, OR EQUAL.
6. FOR TRENCH INSTALLATIONS OF CORRUGATED PLASTIC CONDUIT (OTHER THAN BEHIND CURB LOCATIONS), THE FOLLOWING BEDDING METHODS ARE REQUIRED:
 - A STONE BEDDING LAYER, AT LEAST 3 IN. THICK, USING A CLEAR STONE SHALL BE INSTALLED TO PROVIDE CONDUIT SUPPORT.
 - COMPACT BEDDING MATERIAL BESIDE AND TO THE UPPER (TOP) LIMITS OF BASE COURSE IN PAVED AREAS OR TOP OF CLAY (BOTTOM OF TOPSOIL LAYER) ABOVE THE CONDUIT.
7. ANY HARD OBJECTS LARGER THAN 1.5 IN. IN DIAMETER EXPOSED WITHIN THE TRENCH BOTTOM OR WALLS SHALL BE REMOVED TO PREVENT UNDUE STRESSES ON THE CONDUIT AND FITTINGS.
8. PRE MANUFACTURED FITTINGS (SUCH AS: WYES, TEES, BENDS, CAPS, ETC.) OF THE SAME MATERIAL AS THE CONDUIT SHALL BE USED AT ALL CONNECTIONS AND DEFLECTIONS GREATER THAN 22.5 DEGREES.
9. IF NOT CONNECTED TO A STRUCTURE, THE UPPER END OF EACH SUBSURFACE DRAIN TILE SHALL BE CAPPED WITH A TIGHT-FITTING EXTERNAL CAP OF THE SAME MATERIAL AS THE CONDUIT.
10. AT ALL TIMES THE DRAIN TILE SYSTEM SHALL BE KEPT CLEAN AND PROTECTED AGAINST UNDERMINING OF THE CAPVILLAGE AND DAMAGE DURING CONSTRUCTION. TYPICAL CAPVILLAGE UNDERMINING INCLUDES ENTRY OF CONSTRUCTION MATERIALS, TRASH, AND RODENTS INTO THE CONDUIT.

UTILITY NOTES

1. EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN (WISCONSIN LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
3. UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
4. TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND VILLAGE OF PLEASANT PRAIRE REQUIREMENTS.
5. LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
6. CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
7. CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION.
8. STORM SEWER SPECIFICATIONS --
- STORM SEWER TO BE CONSTRUCTED PER VILLAGE STANDARD CONSTRUCTION SPECS (CHAPTER 405 OF VILLAGE ORDINANCES)
- PIPE -- REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS IV (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443; HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF ASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC) CLASS PS46 MEETING ASHTO M278, AS NOTED. IF HDPE PIPE IS USED FOR POND OUTFALLS, A MINIMUM OF THREE (3) SECTIONS (2 STRAPS) SHALL BE STRAPPED TOGETHER.
- INLETS/CATCH BASINS -- INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NEENAH R-1580 WITH TYPE G GRATE, OR EQUAL. CURB FRAME & GRATE SHALL BE NEENAH R-3067, OR EQUAL.
- BACKFILL AND BEDDING -- STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
- MANHOLE FRAMES AND COVERS -- MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
- FIELD TILE CONNECTION -- ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
9. WATER MAIN SPECIFICATIONS --
- WATER MAIN TO BE CONSTRUCTED PER VILLAGE STANDARD CONSTRUCTION SPECS (CHAPTER 405 OF VILLAGE ORDINANCES)
- PIPE -- WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.
- VALVES AND VALVE BOXES -- GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.2.7.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.
- TRACER WIRE -- 10-GAUGE TRACER WIRE SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS. HYDRANT LEADS, FIRE DEPARTMENT CONNECTION LEADS AND LATERALS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS AND ENCLOSED IN RISER BOX WITH WATER ON THE COVER.
- HYDRANTS -- HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRE AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS." THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES. HYDRANTS TO BE PAINTED SOLID RED WITH A SILVER NOZZLE CAP.
- BEDDING AND COVER MATERIAL -- PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".
- BACKFILL -- BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
10. SANITARY SEWER SPECIFICATIONS --
- SANITARY SEWER TO BE CONSTRUCTED PER VILLAGE STANDARD CONSTRUCTION SPECS (CHAPTER 405 OF VILLAGE ORDINANCES)
- PIPE -- SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
- BEDDING AND COVER MATERIAL -- BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATIONS" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A) BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO ENSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OF BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT."
- BACKFILL -- BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS."
- MANHOLES -- MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRE.
- MANHOLE FRAMES AND COVERS -- MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1580 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.
- FRAME AND COVER SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE A CHIMNEY SEAL.
11. WATER MAIN, SANITARY FORCE MAIN, AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 8.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TYP.).
12. TRACER WIRE SHALL BE INSTALLED ALONG THE SANITARY SEWER SERVICE. THE TRACER WIRE SHALL BE CONTINUOUS AND SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
13. ALL NEW ON-SITE SANITARY, STORM AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
14. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRE ENGINEERING DEPARTMENT 72-HOURS IN ADVANCE OF SANITARY, WATER AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.



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Real Estate Development

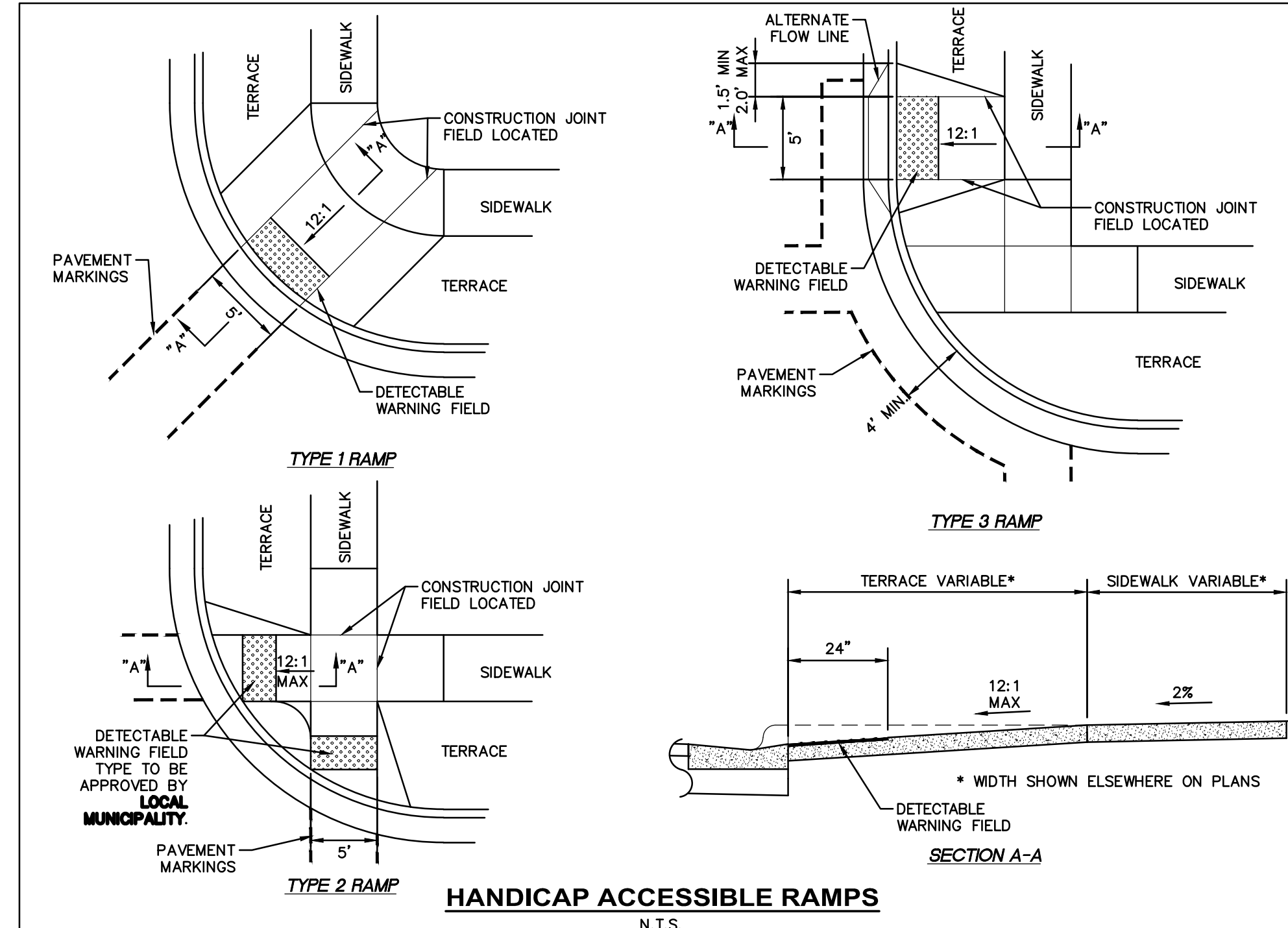
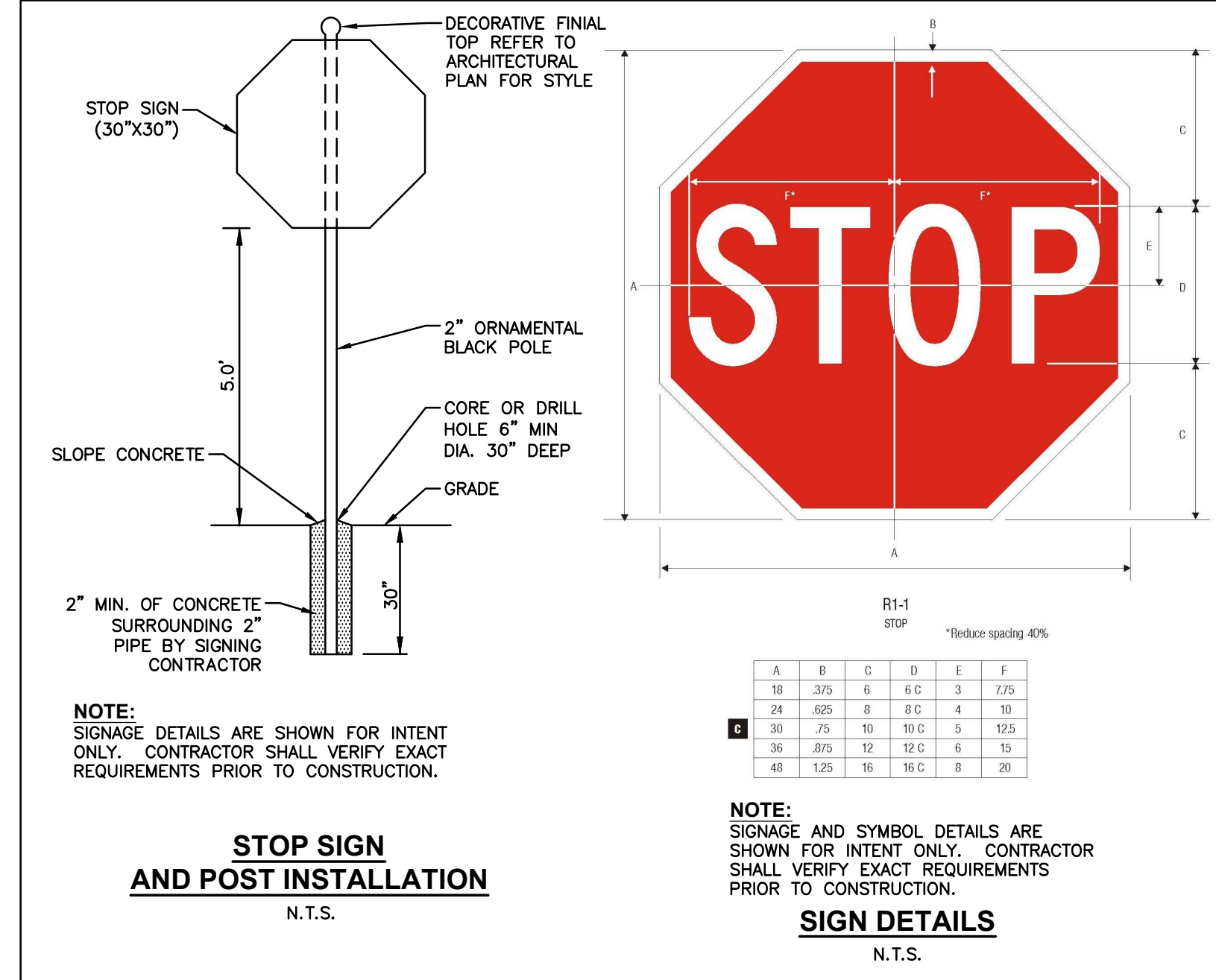
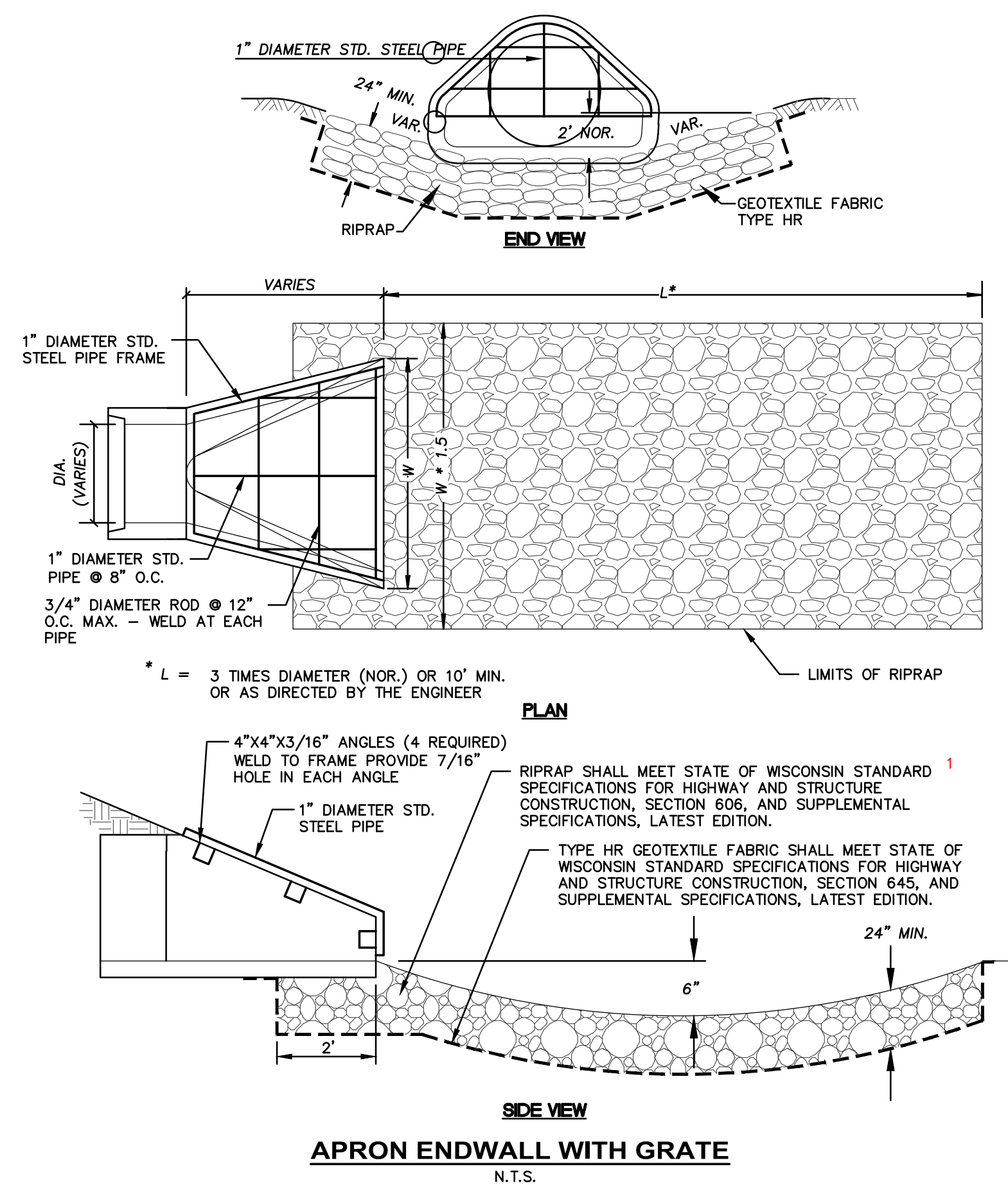
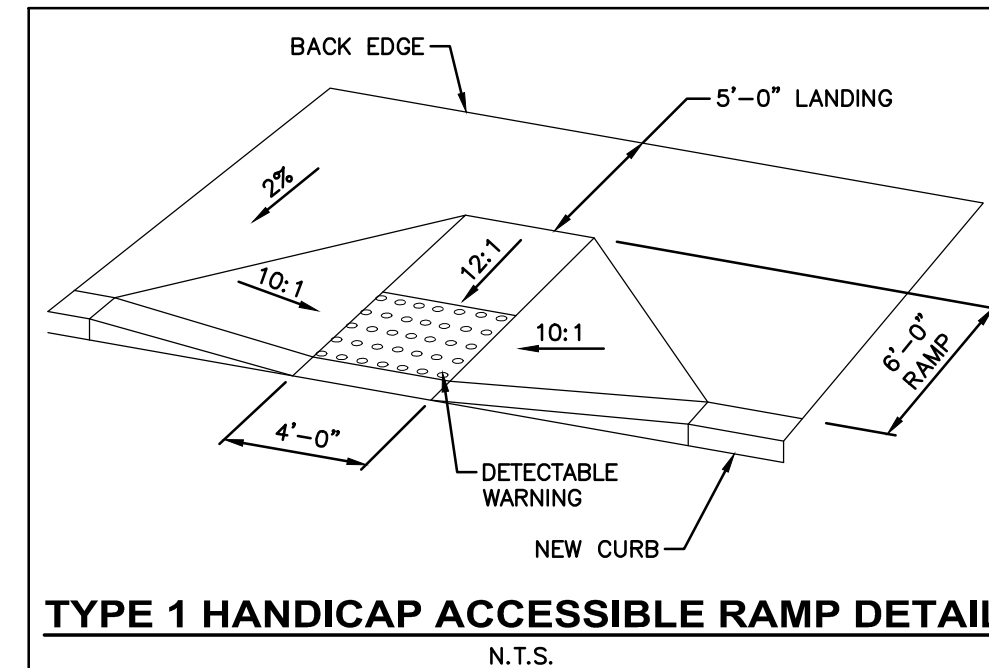
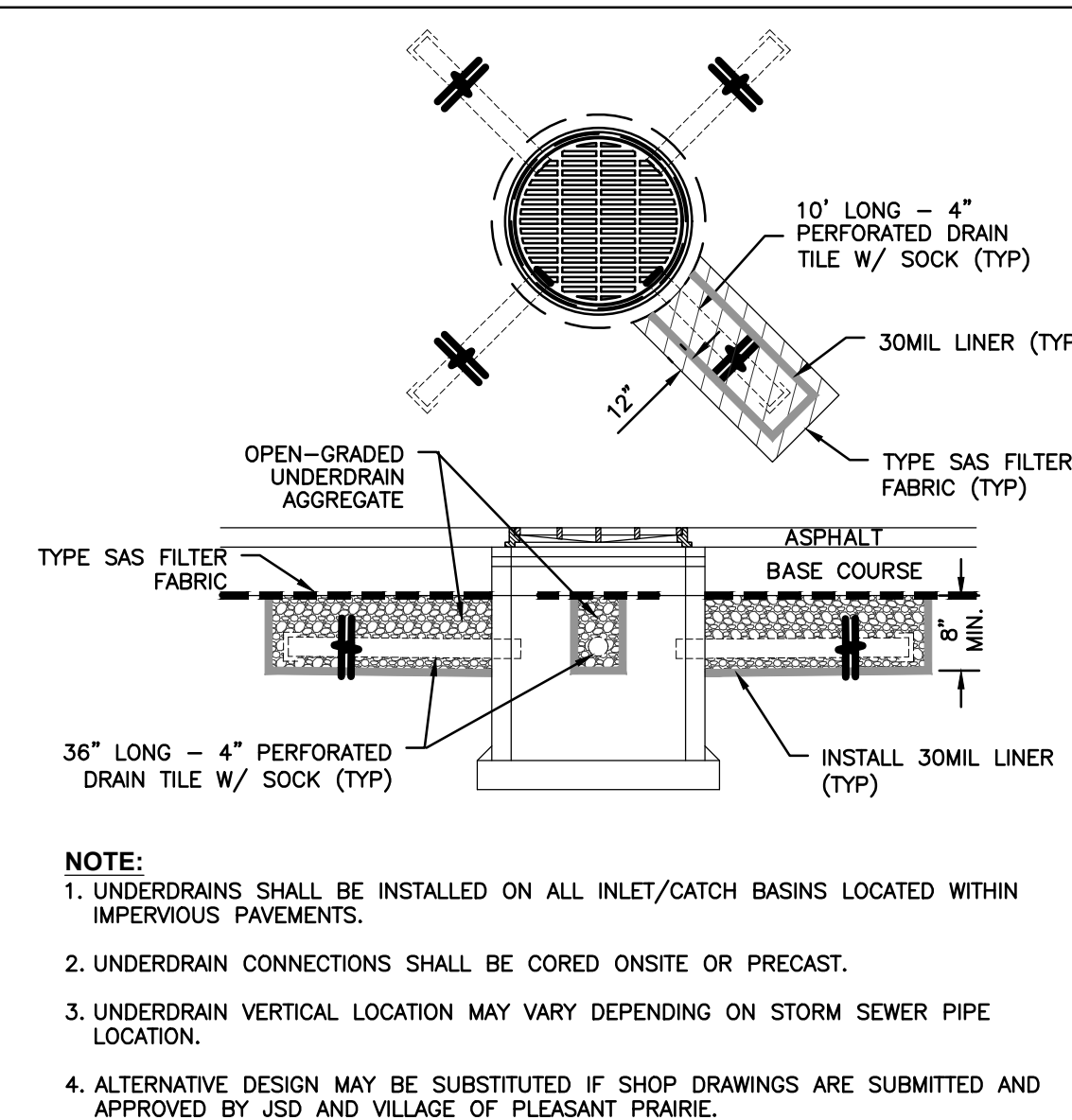
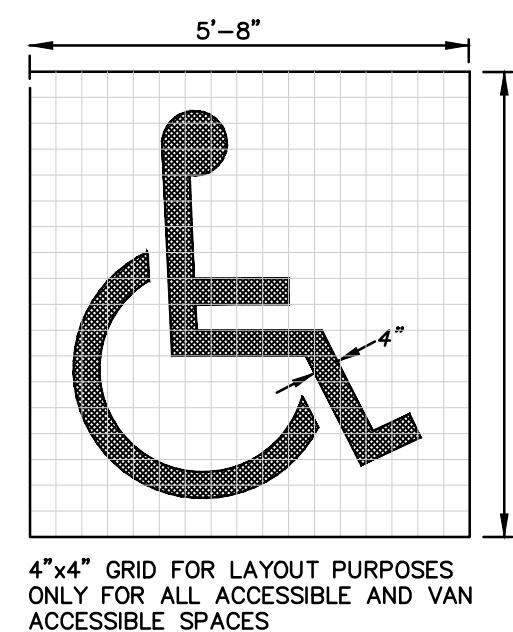
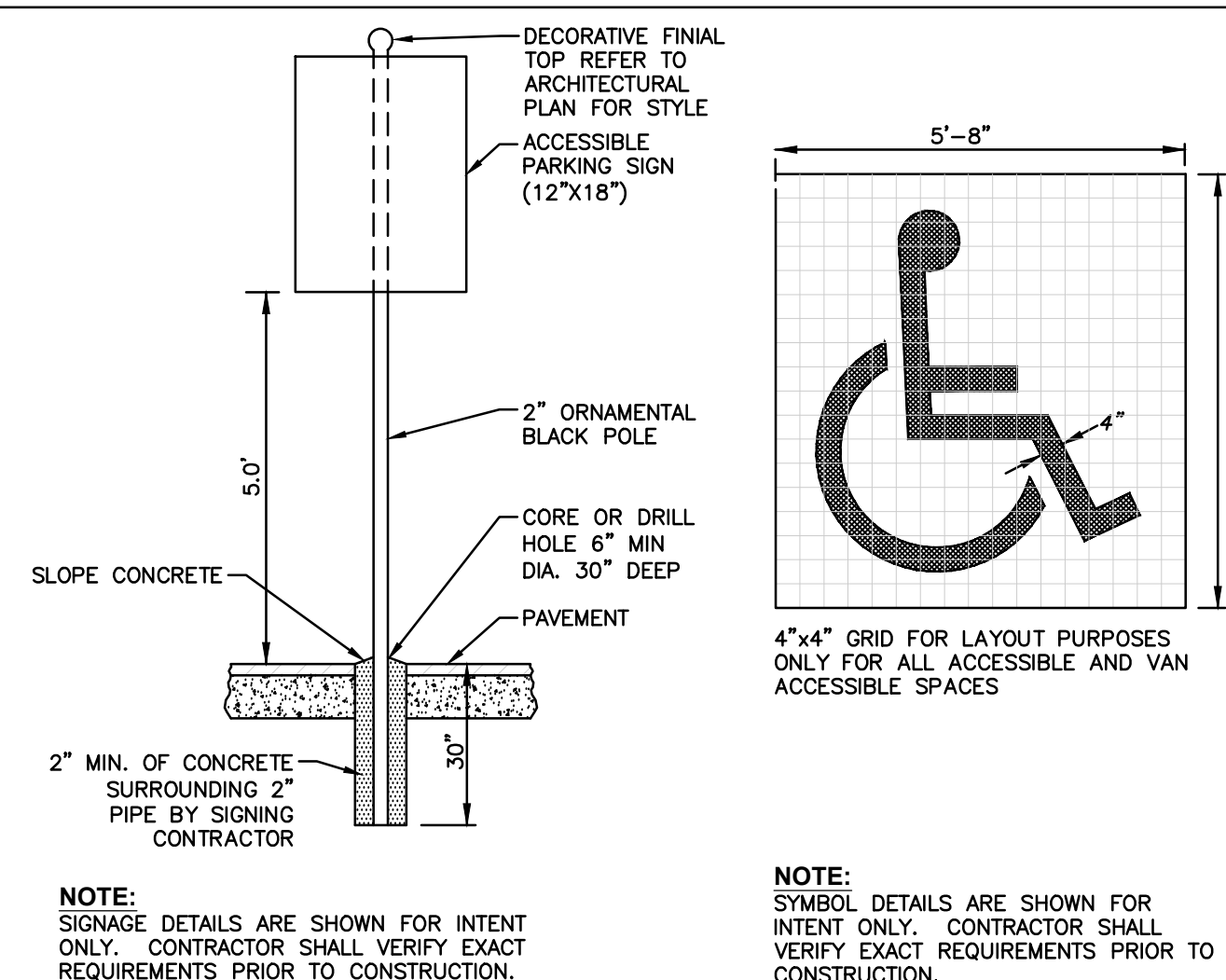
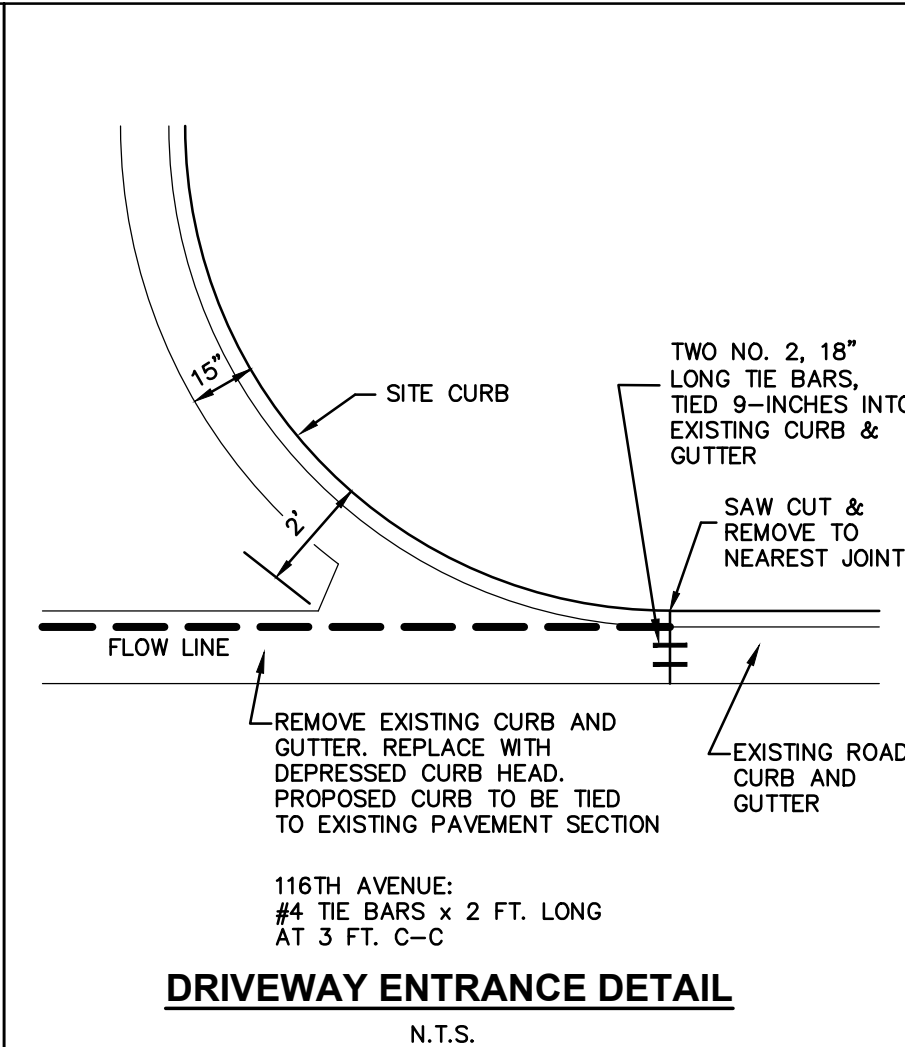
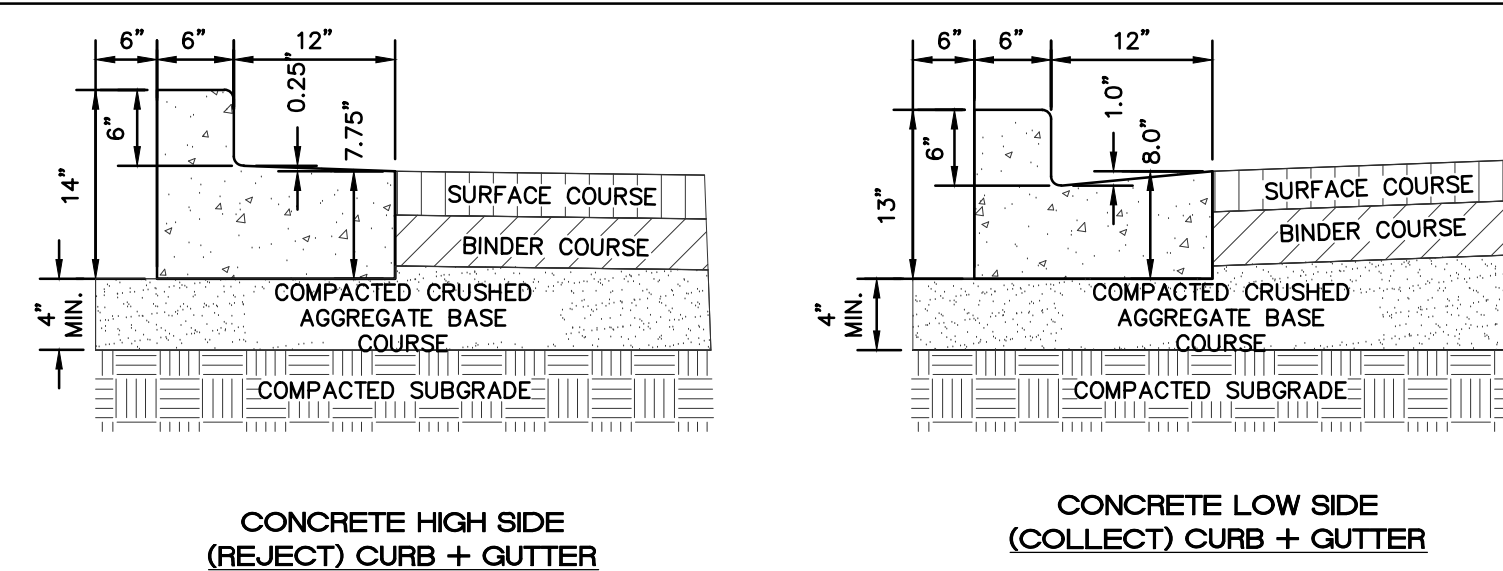
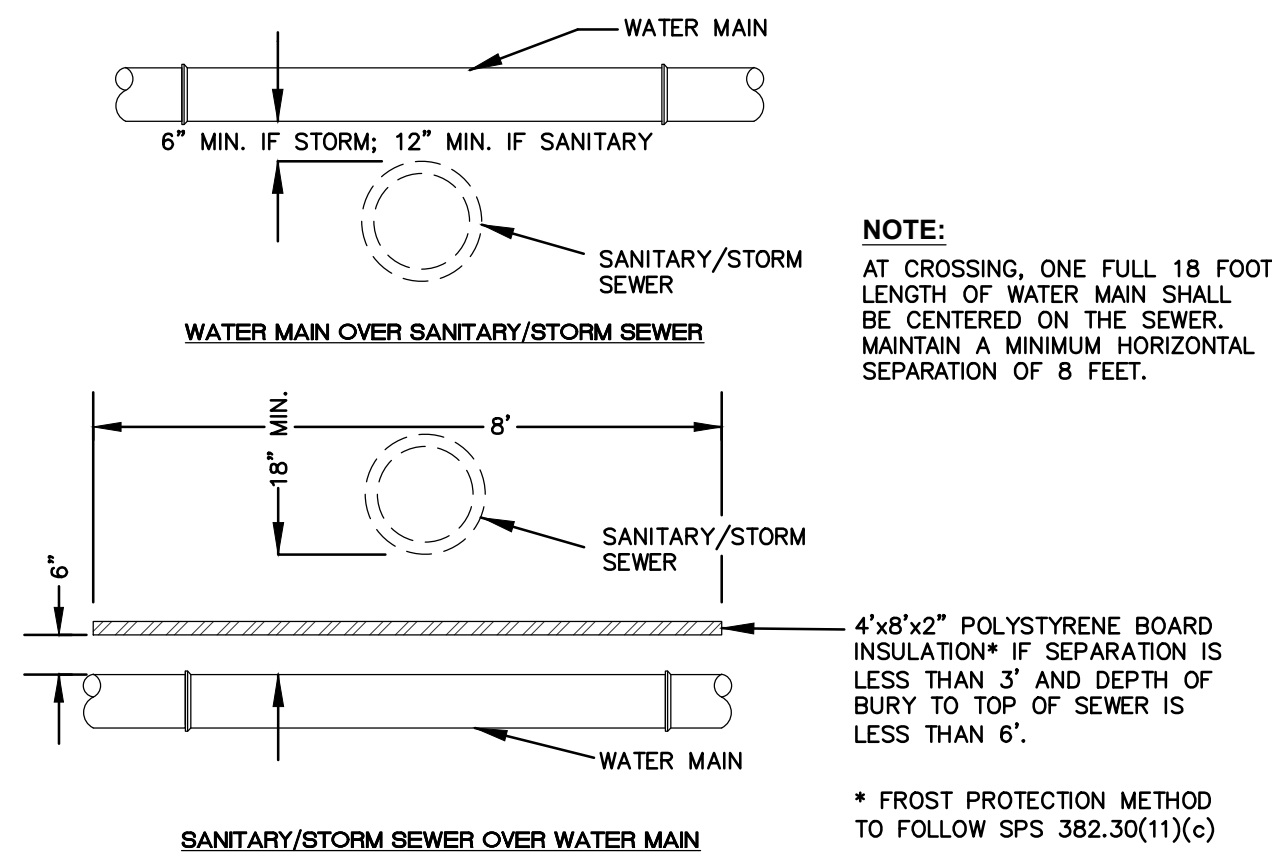
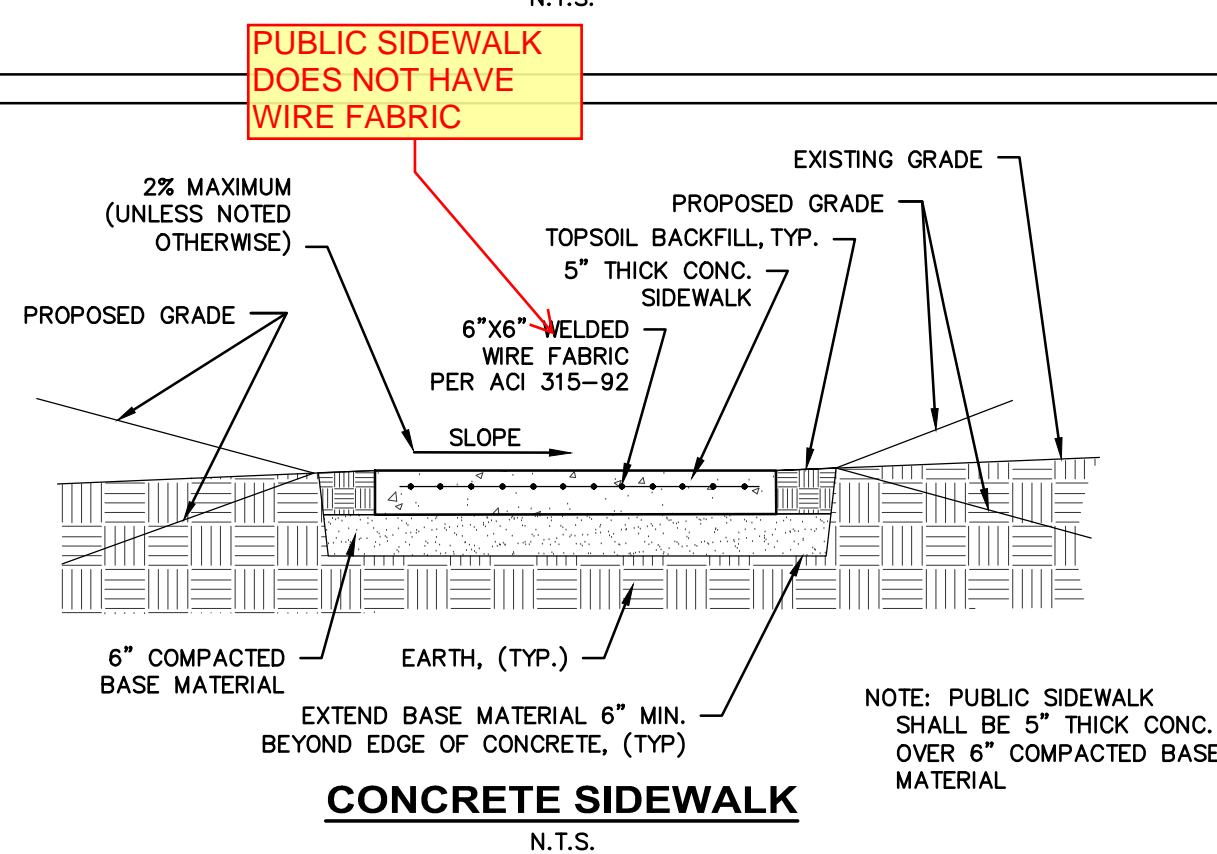
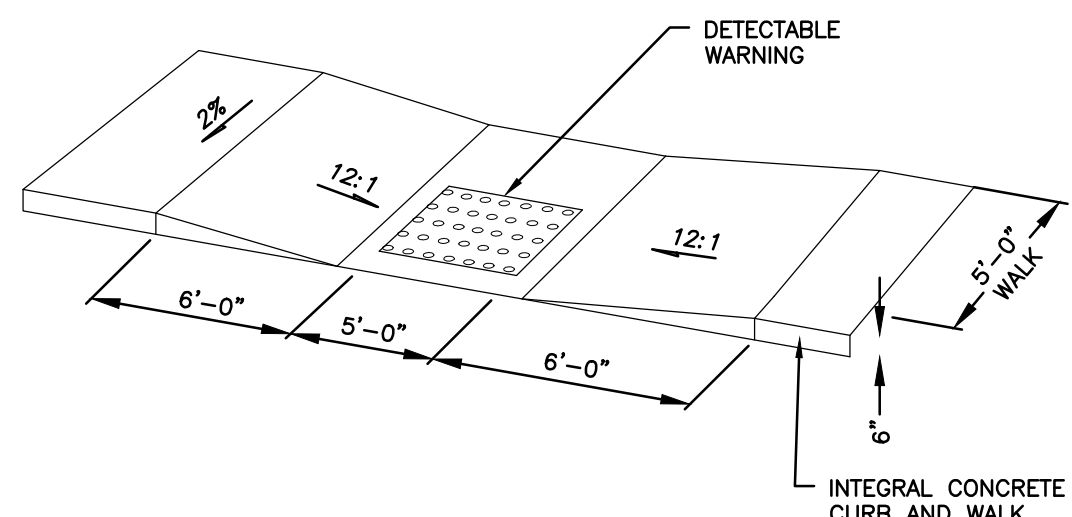
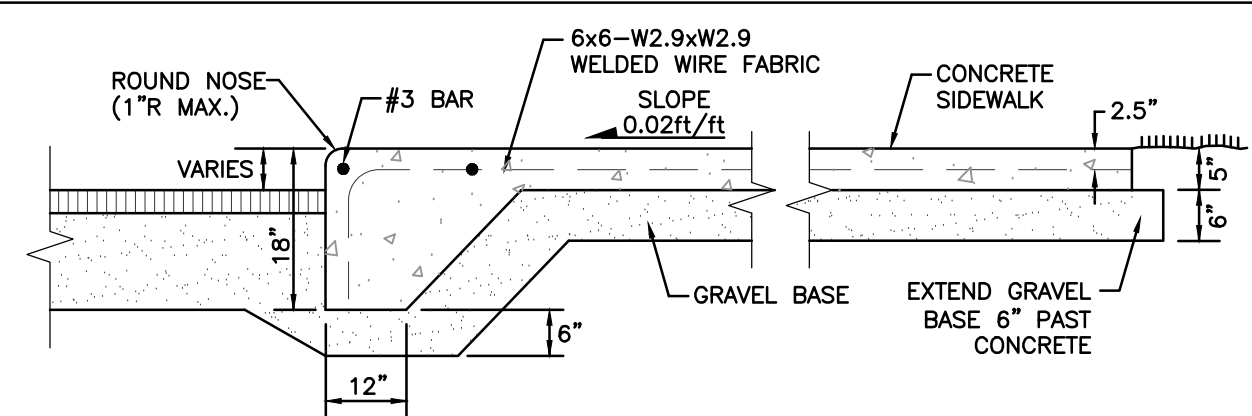
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WAUKESHA, WI 53188

PROJECT:
BREEZE TERRACE
APARTMENTS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



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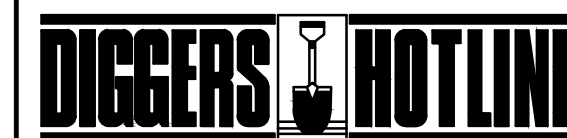
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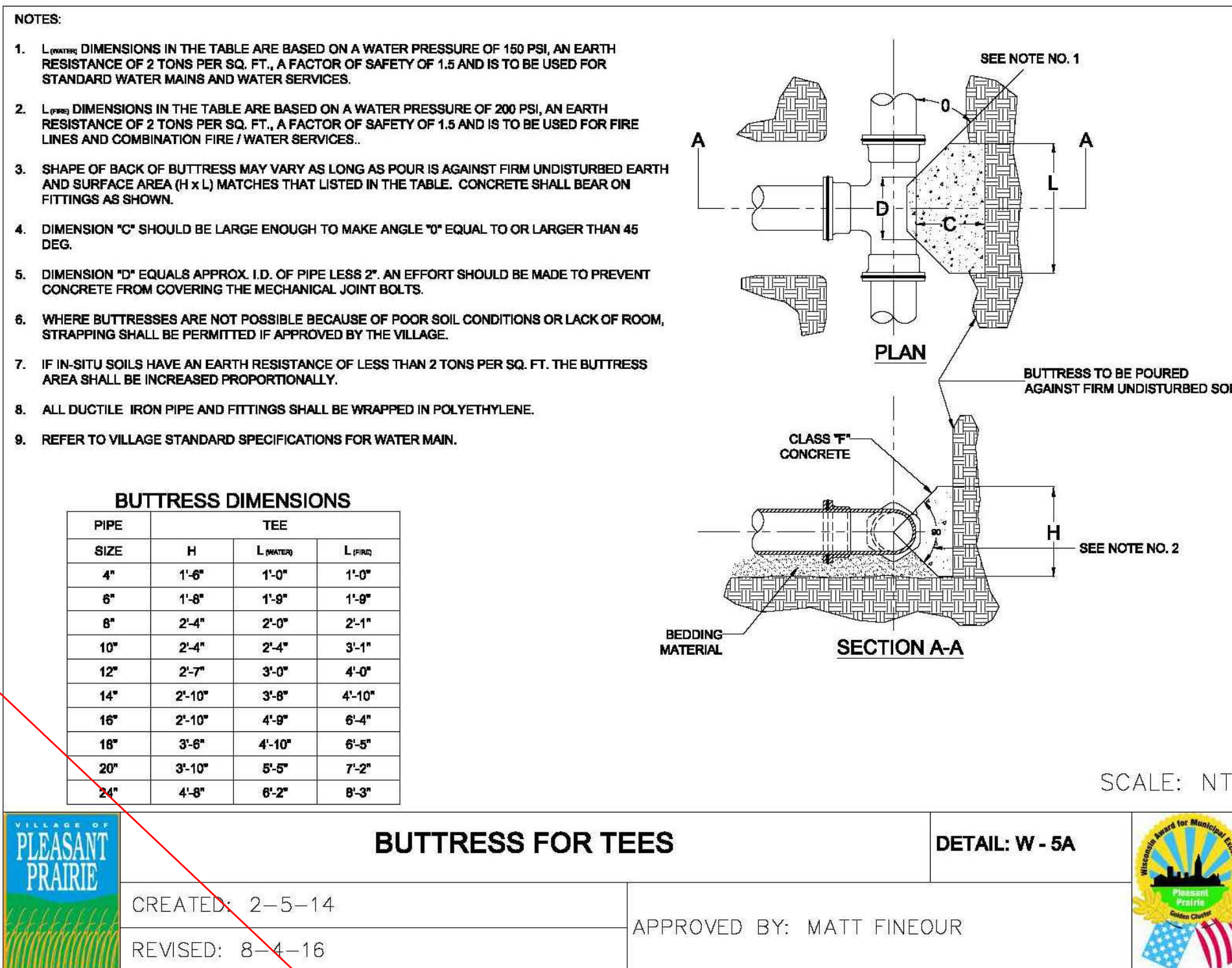
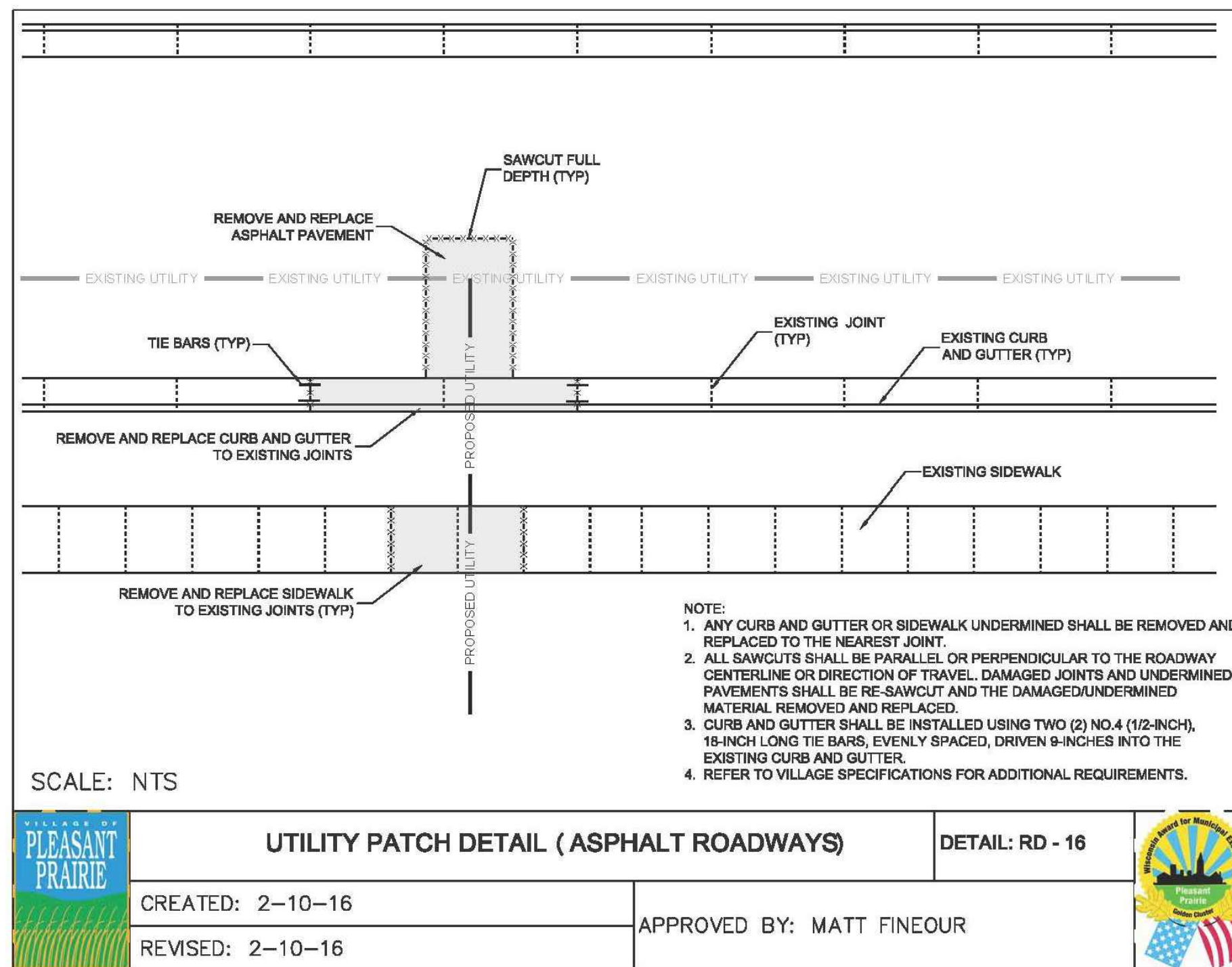
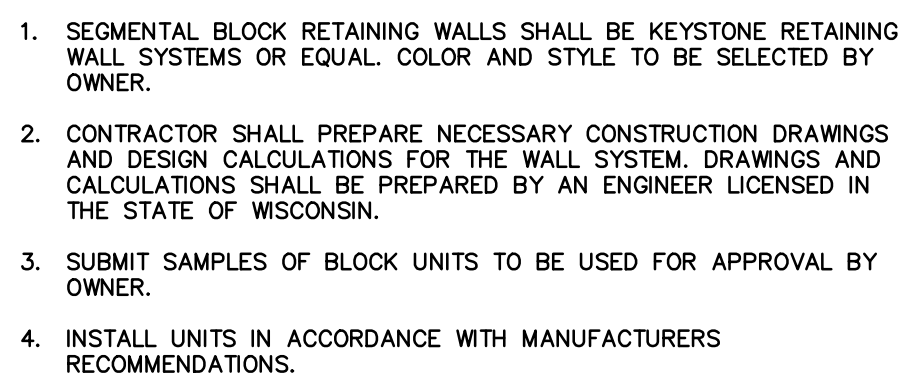
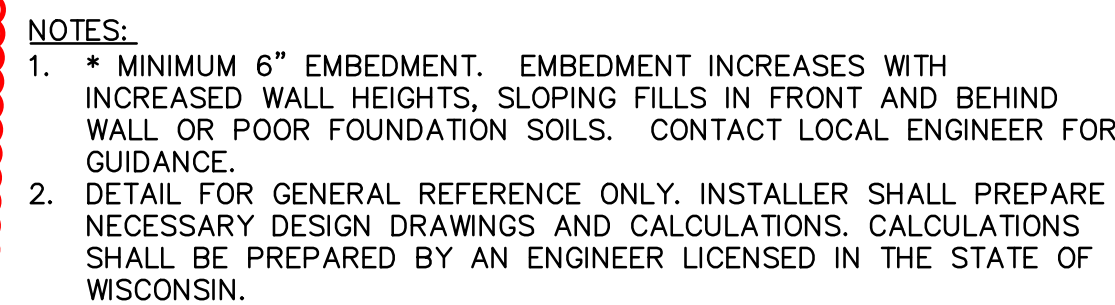
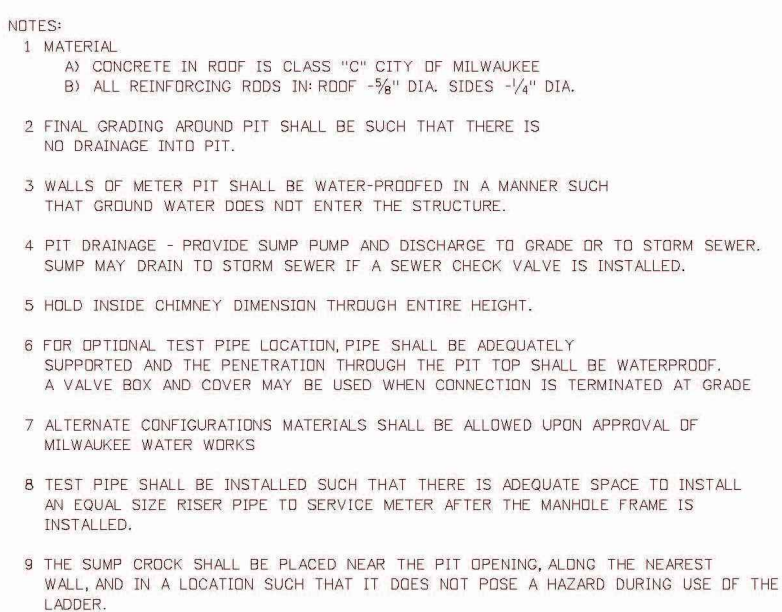
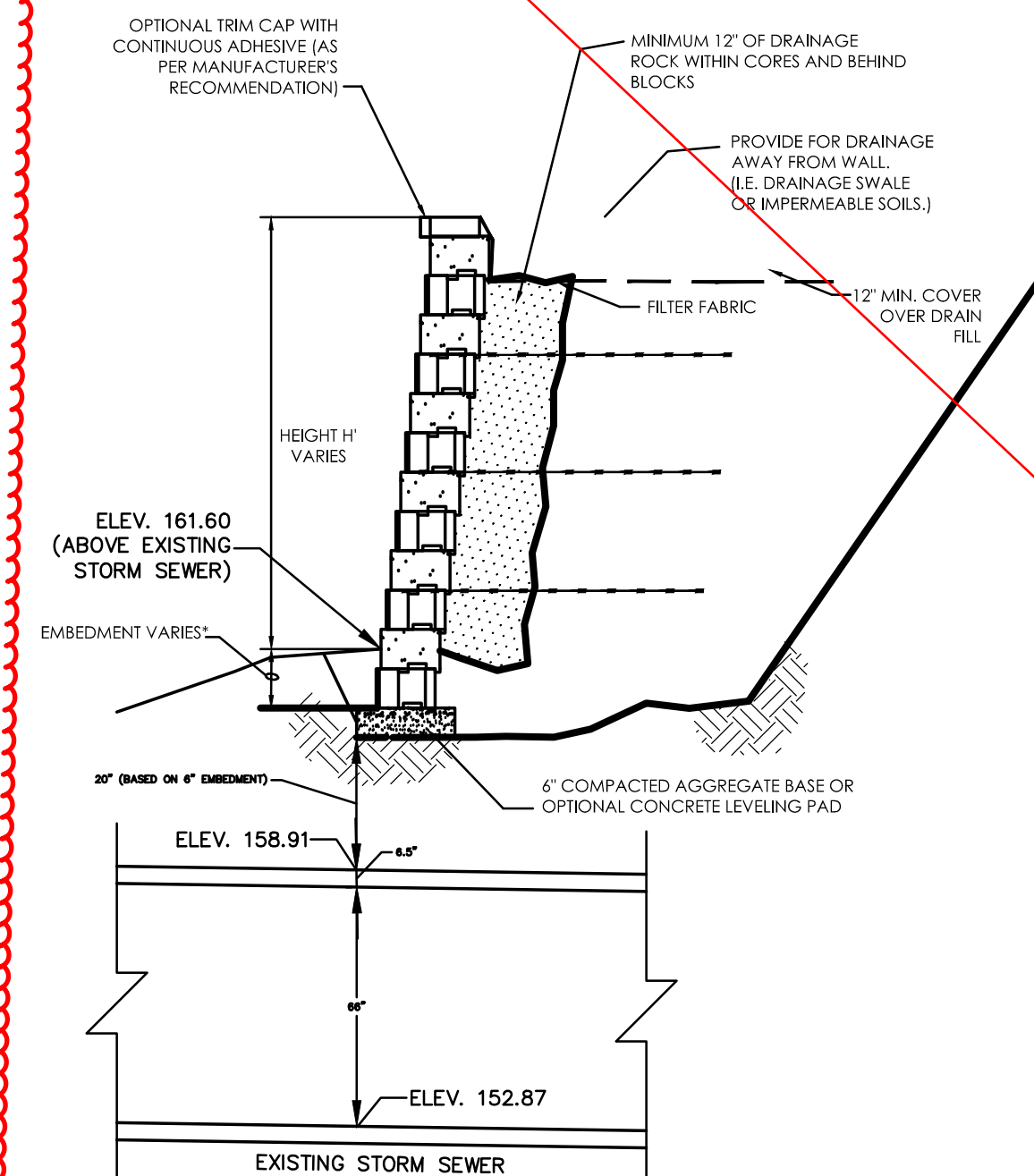
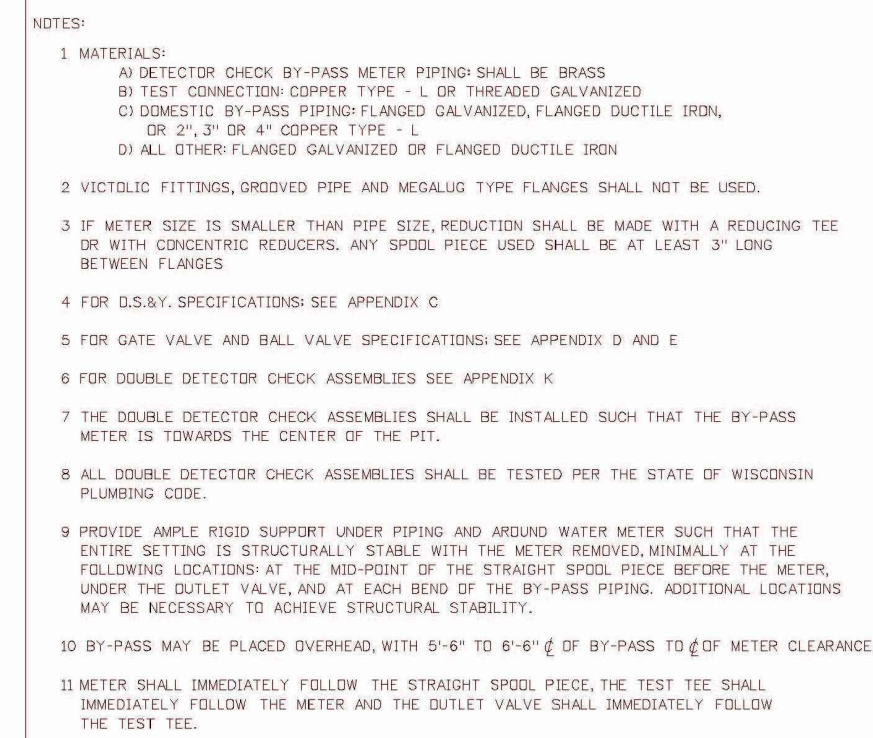
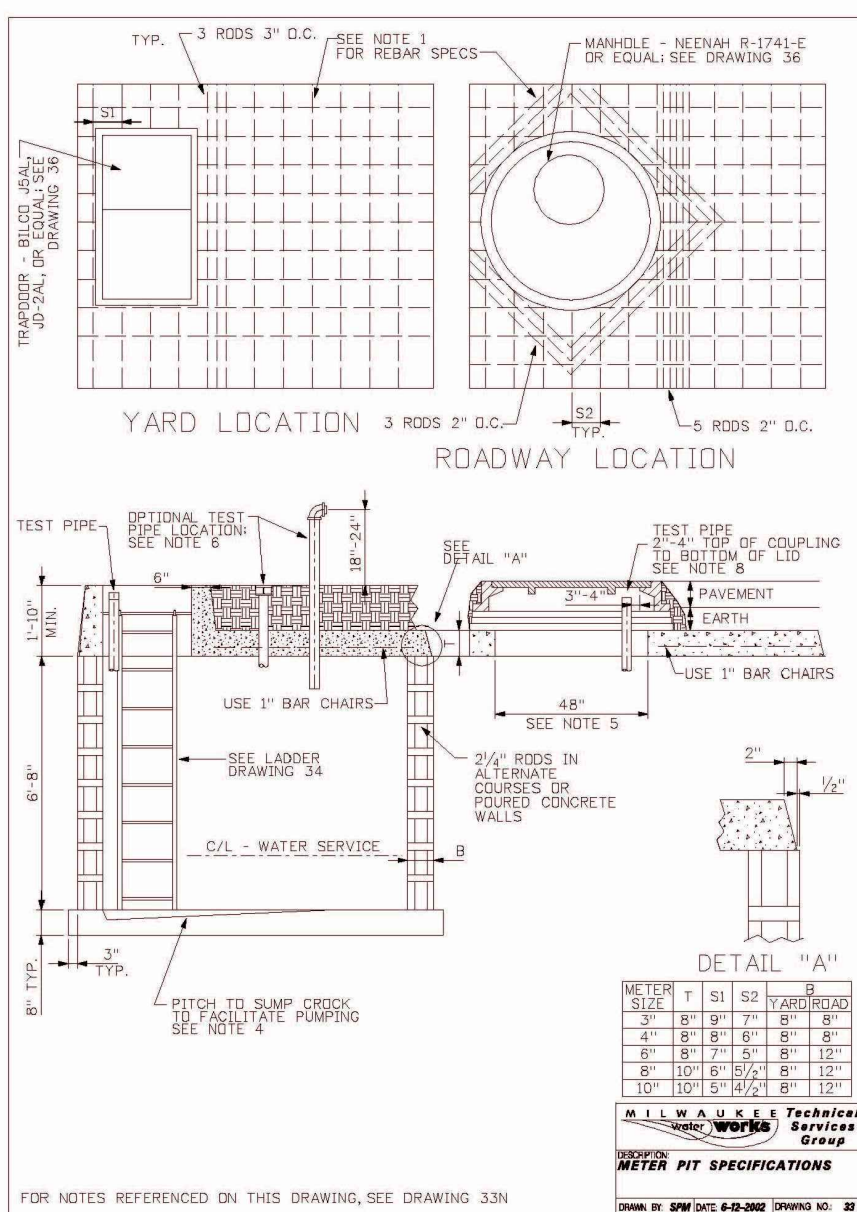
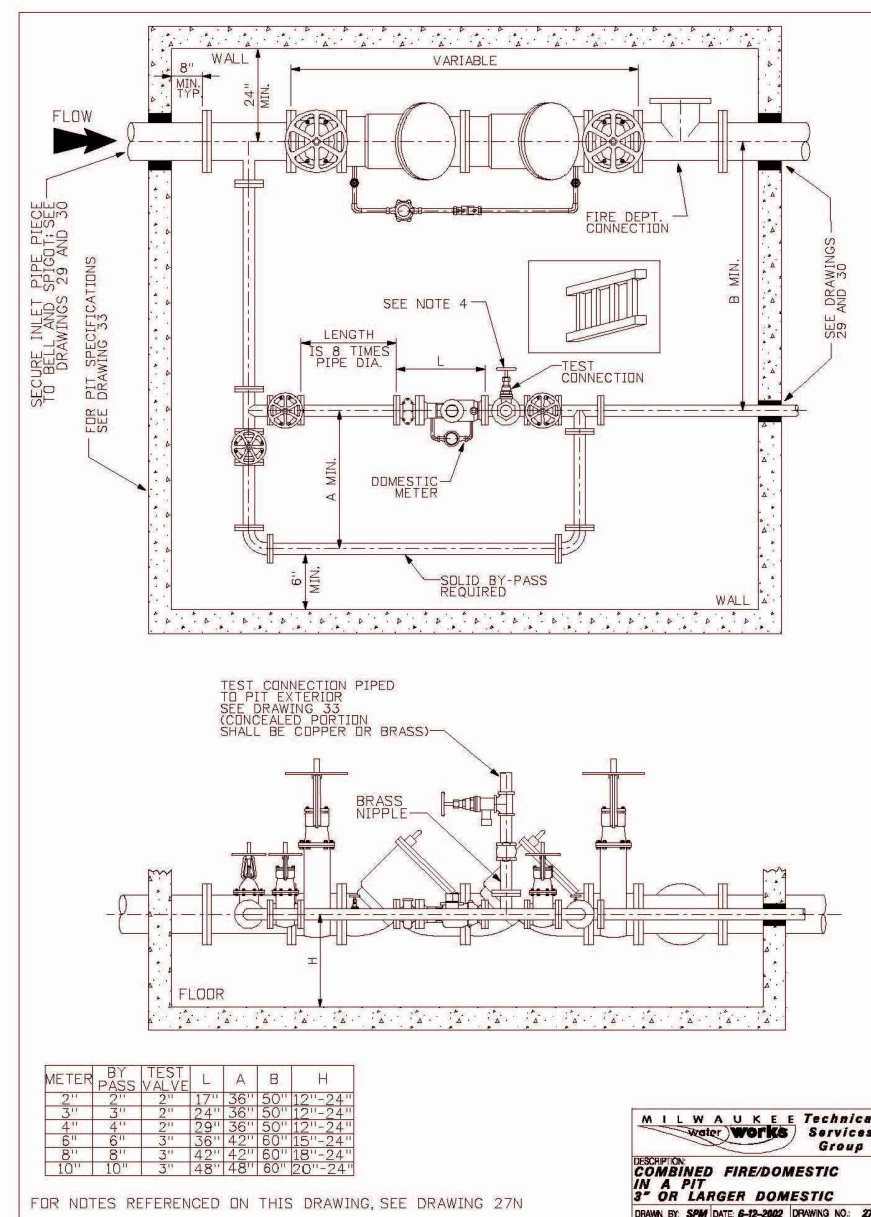
Design/Drawn:	APM
Approved:	RW

SHEET TITLE:
SITE NOTES AND DETAILS

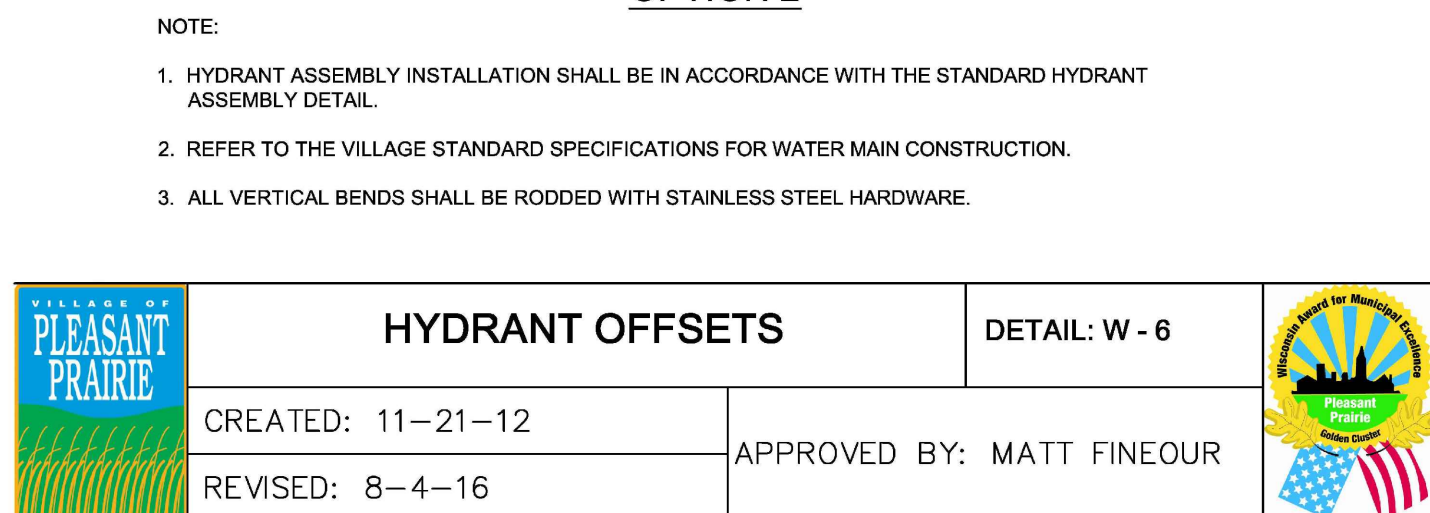
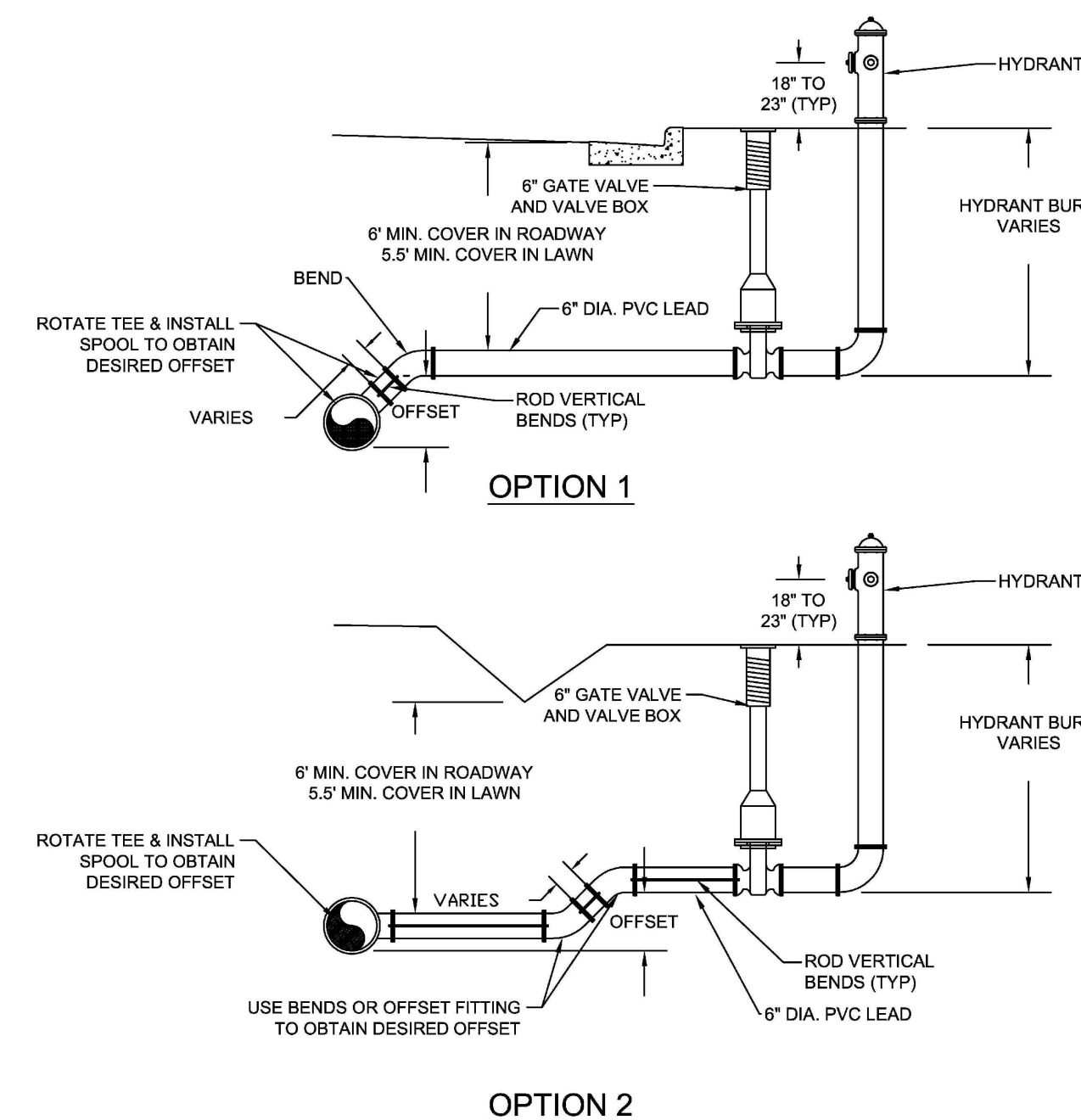
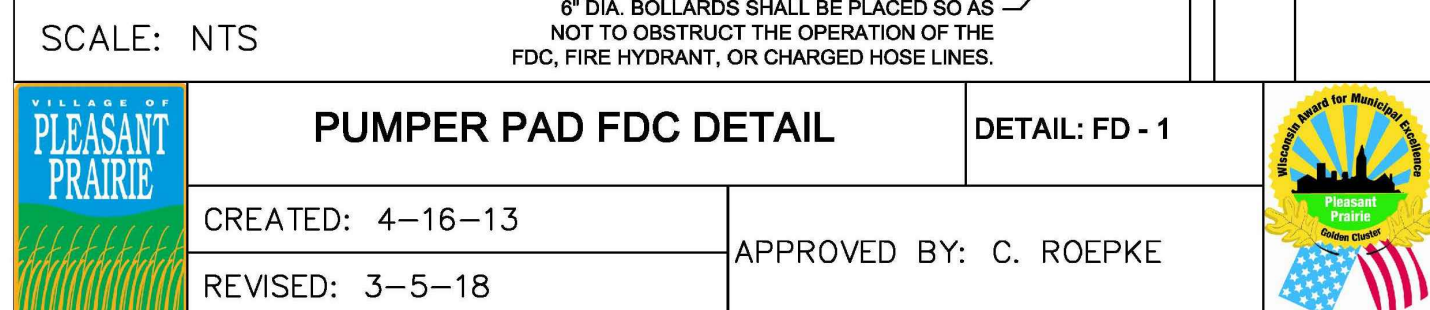
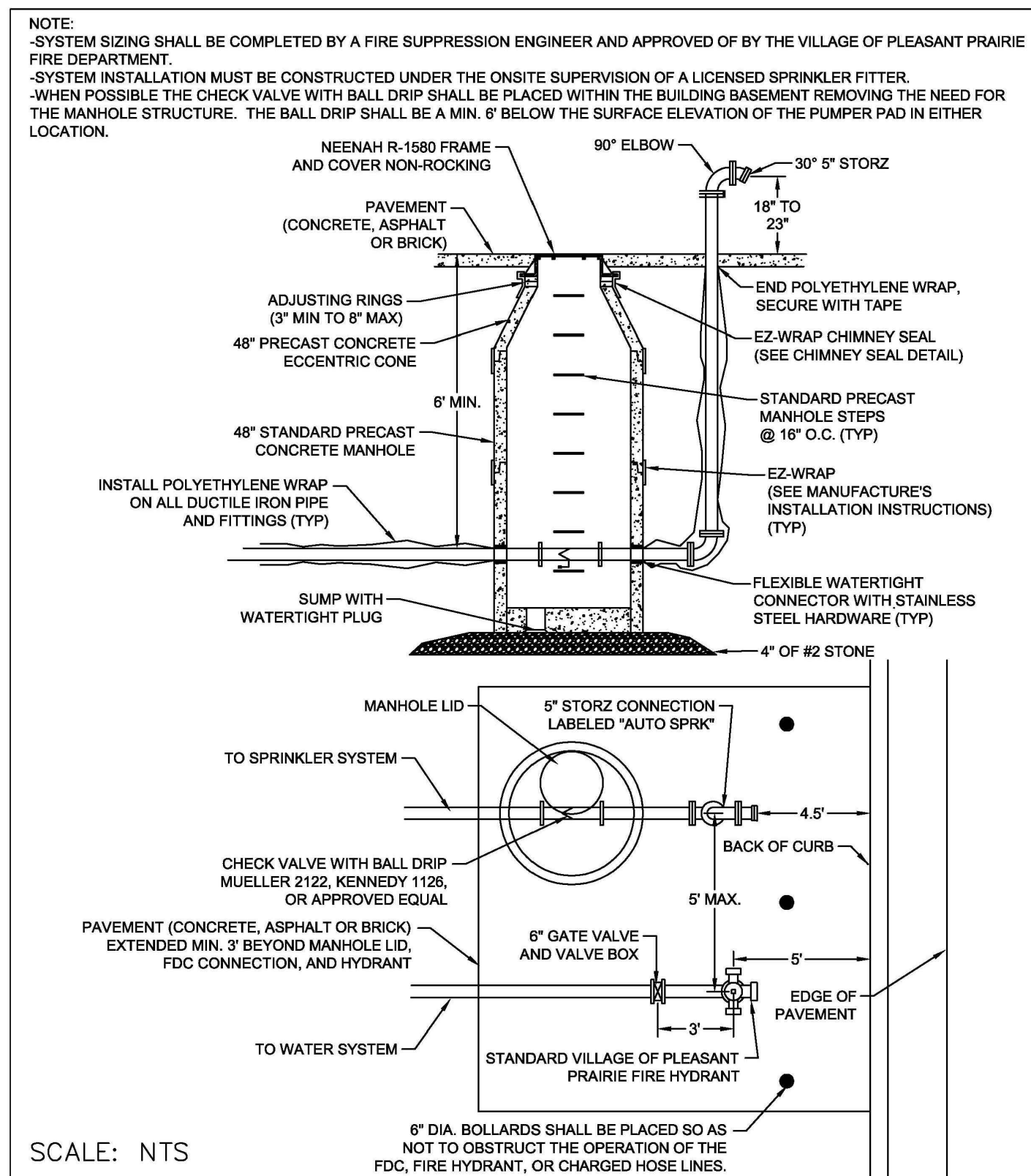
SHEET NUMBER

C5.2

JSD PROJECT NO: 17-820



WATER MASTER METER
FACILITY NEEDS TO BE
REVIEWED AND
APPROVED BY THE
PUBLIC WORKS
DEPARTMENT. MAKE
REQUIRED CHANGES BY
DPW AND ELIMNATE ANY
REFERENCES TO OTHER
MUNICIPALITIES



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WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
**VILLAGE OF PLEASANT PRAIRIE
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PLAN MODIFICATIONS:

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Design/Drawn:	APM
Approved:	RW

SHEET TITLE:

SITE NOTES AND DETAILS

SHEET NUMBER

C5.5

JSD PROJECT NO: 17-820



Office of the Chief of Fire & Rescue
Craig Roepke

VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director
FROM: Craig Roepke, Chief Fire & Rescue
CC: Peggy Herrick, Assistant Planner, Community Development
SUBJECT: Fire Department review of Breeze Terrace PUD and Res Dev Plans
Permit/Trakit#: CODE1806-001
DATE: June 14, 2018

These are comments for Breeze Terrace PUD and Res Dev Plans.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually. Based on the information and plans submitted, the Fire & Rescue Department have the following comments regarding the project:

1. Discuss style, type, and locking mechanisms of gates for both main entrance and emergency access road.
2. Review signage and no parking paint striping for South emergency road access.
3. Standpipes/valves shall be required see comments below.
4. Identify Bell & Strobe placement for each. Initial locations; Building A at South side eastward. Building D, Northside towards FDC location. Building E on Northside Eastward towards FDC location. Building F, Southside at eastward near FDC location.
5. An AED shall be required in the clubhouse with signage. Consider early location determination to provide for in-wall cabinet construction. Consider exterior wall of Yoga/class room in lobby area.
6. Knox key switches to operate doors to be installed for underground garage areas.
7. Knox Key Boxes shall be required at all buildings including the clubhouse. Specific locations and quantities to be determined.
8. Dual FDC locations shall have connections labeled as to which building is served.
9. Elevators – to comply with Village ordinance as detailed within these comments.
10. Entrance median; reduce median from the est. 10ft to 6ft to provide wider entrance/exit road widths for fire apparatus. Discuss as needed.
11. Riser or pump rooms for all buildings are not identified. Please detail.
12. Review Village specifications for pumper pads, hydrants and FDC details. Pumper pads with dual FDC shall ensure that hydrant side outlets are not obstructed by adjacent FDC connections.
13. Review FA annunciator locations for respective buildings as FA plans are submitted.

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 must become familiar with the contents.

AHJ: The Authority Having Jurisdiction is the Village of Pleasant Prairie Fire & Rescue Department.

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.

Conflicts: 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 of Wisconsin and/or the Village of Pleasant Prairie where applicable.

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

**FIRE ALARM AND SPRINKLER PLANS ARE A SEPARATE SUBMITTAL TO THE FIRE DEPARTMENT.
DUE TO CONSTRUCTION AND TIME CONSTRAINTS FIRE PROTECTION SUBMITTALS MAY AND ARE TYPICALLY
BROKEN INTO AN UNDERGROUND SUBMITTAL AND AN ABOVE GROUND SUBMITTAL.**

Pre-Construction Meeting: A pre-construction meeting may take place with the general contractor, the fire protection contractor, the Fire and Rescue Department, Village staff, and any other sub-contractor prior to the start of any project construction.

1. Site Access:

- a. Access shall be provided around the perimeter of the site for Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2015 edition.
- b. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
- c. All entrances from public streets, as well as road and driveways around the proposed building shall be a minimum of 30 feet wide.
- d. All roadways and fire lanes must be unobstructed and not used any part as a parking area for automobiles, semi-trucks or trailers. Fire lanes shall comprise of a hard and maintainable surface.
- e. All exterior exit pathways as well as access to the Fire Pump room shall have a hard surface, leading to a hard surface. This includes all exit doors from the facility. These pathways shall be maintained and accessible at all times.
- f. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
- g. There shall be Knox padlocks, Knox key switches, or other AHJ approved devices on all gates on site. The Fire & Rescue Department will review the proper placement and operation of the Knox system locks.

2. Gates / Barriers:

- a. Any gates or barriers that are employed or installed on a private roadway or access shall have a minimum width clearance of sixteen (16) feet. Builder/developer to identify any other gate widths and obtain written AHJ approval.
- b. Gates or barriers that are locked must have the ability for the AHJ to remove, unlock or disable either manually or automatically the securing mechanism to open or raise the gate or barrier. Builder/developer to identify methodology.
- c. Any barrier or gate that raises vertically at a pivot point to allow for passage must provide for at least 90 degrees of clearance from the ground to the bottom of the gate or barrier.

- d. Gates or barriers that raise vertically shall have a minimum vertical clearance of 13'6".
 - e. There shall be a manufacture endorsed mechanism or process to secure the gate or barrier in the open position without utilizing personnel to maintain an open condition.
 - f. The gate or barrier access on premise shall be readily identifiable to the AHJ.
3. **Combination Water Sizing Confirmation:** The owner shall provide a letter from the sprinkler designer affirming that the combination water main is sized appropriately for both domestic use and fire sprinkler protection demand. This will typically include the designer's license stamp on the document.
4. **Required Licenses:** A Wisconsin licensed fire protection contractor and/or sprinkler fitter must install any and all dedicated fire protection underground fire mains and aboveground fire protection.
5. **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.
6. **Review and Comments:** the Fire Department will review and comment on the following areas outlined below.
- A. Site and Operational Permits
 - 1. Site accessibility (Plans provided do not specific clearances or distances)
 - 2. Fire Pump Location
 - 3. Pumper Pad
 - 4. Fire hydrant spacing
 - B. Conditional Use and Operational
 - 1. Standpipe outlet locations
 - 2. Fire alarm pull stations
 - 3. Emergency and Exit Lighting
 - 4. Fire extinguishers
7. **Plan Review, Permits and Fees**
- a. 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.
 - b. The Village will use an independent fire safety consultant for review of all fire protection plans submitted.
 - c. An approved AHJ review must be completed before any permits will be issued and before construction can begin.
 - d. A submittal is not considered permitted or an approved plan.
 - e. Acquiring WI State approved plans is not acceptable to bypass the AHJ permit process.
8. **Permit fees:** must be paid at time of submission for review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks
- The following fees and permits are generated directly from the Fire & Rescue Department.
- a. Bulk water Usage
 - b. Fire Protection Plans for Underground and Aboveground
 - c. Fire Alarm System Plans
 - d. Kitchen Hood Systems Plans
- 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.*
9. **Occupancy:**
- a. All fire and life safety requirements must be in place and operational prior to any building being occupied.
 - b. No occupancy inspections shall be scheduled until all life-safety systems are complete.
 - c. Key life safety systems include: Fire sprinkler system, Fire alarm system, Fire extinguishers, Emergency

Lighting, and any additional requirements determined by both the Fire Department and the Village Building inspection department.

- d. AEDs as required are in place.
10. **Hazardous Occupancies:** Should there be identified hazard occupancies with this project, the Fire & Rescue Department will need more than the typical four week time period to review potential Hazardous Occupancies. The owner must contact the Fire & Rescue Department as soon as possible to begin the review process.
11. **Exterior Doors:** All outside doors must have access to the interior. Such as a lock and handle provided at each door.
12. **AED:** The owner may be required to acquire and install one or more public access Automatic External Defibrillator (AED) onsite for employee and public use in the event of a sudden cardiac arrest. It is suggested that during the construction phase that a location(s) be identified so that options for recessed cabinets may be determined.
13. **Storage:** Maximum height, width and aisle ways and egress pathways must be maintained and will be enforced. The same concerns apply to the storage of quantities of combustibles (plastics and cardboard) and other storage of flammable liquids or chemicals must also be properly identified, placarded and stored.
14. **Elevators:**
 - a. If applicable, must comply with Village of Pleasant Prairie Ordinance 180-20, including acceptable minimum size and emergency notification.
 - b. Review the proper sizing requirements with the fire department early in the planning process.
 - c. Elevator emergency phone notification shall dial the Pleasant Prairie emergency number or 262.694.1402
15. **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.
16. **Door Numbering:** Each exterior door shall be sequentially numbered.
 - a. Shall consist of a 4" reflective number in a color that is contrasting to the door color.
 - b. Numbering shall be in an increasing sequence and located in the upper right-hand portion of the door.
 - c. The starting numbering point shall be determined in the field and approved by the AHJ.
 - d. Door numbering shall also be identified in some manner on the interior.
17. **On Premise Secure Key System:** Knox Company Rapid Entry System, "Knox Boxes" shall be provided for the building. The Knox Boxes shall be Model 4400. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
18. **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 and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
19. **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. These circuits shall be clearly labeled.
20. **Sprinkler System:**
 - a. The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current printed edition of *NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers*. Confirm NFPA edition with the

Fire Department prior to system design.

- b. Risers shall be durably labeled with the system or riser identification.
- c. Outside/exterior Riser Control Valves: Where installed, outside control valves shall be durably labeled with the associated system or riser that it controls.
- d. Hydrant flow test values for sprinkler design purposes shall be no older than one year from the above ground fire submittal date.

21. The following information as applicable, must be submitted with the sprinkler plans for review:

Building height	Number of stories/floors	Mezzanines	Elevators
Hazard class	Commodity Class	Exterior storage	Fire protection

- 22. Fire Hydrants:** Fire hydrants shall meet the Village of Pleasant Prairie hydrant specification. Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the building, per Village Ordinance §180-16. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches.
- 23. Fire Protection Loop:** As applicable for building type or unless otherwise approved in writing by the AHJ, a fire protection (hydrant) loop shall be required as part of the overall fire protection systems as outlined in §180-16(K)(5).
- 24. 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) code standard 24 and witnessed by the Fire Chief or designee.
- 25. Fire hydrant / 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. 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.

26. Pumper Pad:

- a. A municipally fed fire hydrant and fire department connection (FDC) combination is defined to be a "pumper pad".
- b. The FDC shall comprise of a 30 degree angled 5" Storz connection unless otherwise approved by the fire department in writing.
- c. Both the hydrant and FDC shall be between 18" and 23" above finished grade as a pair.
- d. There shall be dedicated space for a fire engine to have unobstructed access to the pumper pad.
- e. 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. Any variances shall be approved by the AHJ in writing.
- f. The pumper pad shall be free of vegetation, plant, shrubs, or other obstructions at least 5 feet on each side.
- g. 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.
- h. The Fire Department connection shall be constructed along with an underground drain with access for inspection.
- i. The area around the pumper pad shall be comprised of a hard surface such as asphalt or concrete.
- j. The pumper pad area shall have some form of posted signage or painted pavement designation

indicating no parking or obstructions in that area.

- k. Refer to the Village specification drawing for the pumper pad design.

27. Bollards:

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

28. Standpipes:

- a. The building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve.
- b. Where required, standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob. Village Ordinance 180.16 (I).
- c. No 1-1/2" cap reductions are required.

29. Pump Room / Riser Room Door:

- a. The exterior door that accesses either the fire pump or riser room shall be labeled in the following manner outlined below
 - i. At the center upper 1/3 of the door, utilizing 4" reflective RED or WHITE block lettering contrasting to the door color, with the following title.
 - ii. "FIRE PUMP ROOM" or "FIRE RISER ROOM", respective for the type of existing room.
- b. This door shall have a Knox-Box installed adjacent to the door. The specific location heights and details are documented in the "Fire Department – Appendix A" attachment.

30. MSDS / SDS Station:

- a. Within the pump or riser room locate a (SDS) Safety Data Sheet Station in a conspicuous and accessible location. The station shall be labelled so to be readily identified.
- b. Products used for maintenance, production or stored within the facility shall have their SDS information located at this SDS station.
- c. The SDS information shall be organized in such manner that access to product information is intuitive.
- d. The contents of the SDS station shall be updated and/or reviewed at least annually by the building owner or active tenant. A dated record log shall be kept with the SDS station indicating such review.

31. Strobe Light:

- a. All strobe lights required below shall meet Village specifications as found in section 180-16(m) of the Sprinkler Ordinance. The lens color shall be RED.
- b. A strobe light and 10" dome bell shall be provided, visible from the pumper pad to indicate a waterflow alarm condition.
- c. If the building has a fire pump, an additional strobe light shall be required and installed adjacent to the waterflow alarm and activated when the fire pump is running.
- d. Both notification devices above (b & c) shall be labeled appropriately as "WATERFLOW" and "PUMP RUN" below the respective devices.
- e. A strobe light shall be provided and installed vertically at each riser location on the exterior of the building. No bell or signage is required. In instances where two or more risers are located at one location, only one exterior strobe is required. The strobe shall activate on any one riser waterflow.
- f. A separate "Appendix A" document is available to provide visual detail supporting the above

requirements.

32. **Fire Alarm System:** There shall be a full function remote annunciator installed. 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. The systems shall be designed and constructed to the current printed edition of NFPA 72. Confirm NFPA edition with the Fire Department prior to system design
- 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. **PIV & Exterior Valves:** shall be monitored by the Fire Alarm system.
 - f. **Strobe & Bell:** Strobe light and Bell devices shall be identified and documented on the submitted Fire Alarm plan submittal. It is understood that typically this work is completed by the electrical contractor and not part of the alarm plan per say.
 - g. **Duct Detectors:** Duct detectors shall be programmed as a Supervisory Alarm, not as an alarm condition unless pre-approved by the AHJ.
 - h. **Fire Alarm Plans Location:** There shall be a designated location for a set of as-built fire alarm plans near the FACP per NFPA 72.
 - i. **FACP Nomenclature:** Confirmation of nomenclature shall be discussed between the Fire Department and the fire alarm program technician prior to any inspections.
 - j. **Initiating Devices Labeling:** All initiating devices e.g.: pull stations, smoke detectors, tampers, etc shall be labeled with the FA device number that matches the system nomenclature programmed. The font/letters shall be at least 14pt and of such size that they are visible based on accessibility to the device. (e.g.: ceiling initiating devices may require a larger font size)
 - k. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the AHJ. 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.
 - l. **Transmission of Fire Alarms.** The method of transmission to central station shall be approved by the AHJ. (e.g. RF Radio, cellular, VOIP, or other approved technologies allowed by code.)
 - m. **FACP Main Panel:** There will be one main fire alarm panel within a building. The system will not be split into two or multiple fire alarm panels interconnected together. (Example: West wing is one panel, East wing is a different panel)
 - n. **Fire Alarm Map:** An “as-is” drawing of the fire alarm system shall be provided and posted in the riser or pump room of the building. The drawing shall have at minimum, the initiating device numbers, locations, and door numbering scheme on the posted drawing. Size of the drawing to be discussed with the fire department.
 - o. **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.

Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue
<u>Phone numbers</u>	
Emergency:	(262) 694-1402
Non-emergency:	(262) 694-7105

Business: (262) 694-8027

33. **All Hazards Notification System:** Should the owner or tenant plan on the installation of an in-building all hazards notification system (fire, weather, active threat, etc), the fire department must be made aware and the system must meet all NFPA 72 requirements.
34. **Public Safety Radio Coverage:** Provide for adequate radio coverage to public safety service workers, including but not limited to firefighters, and law enforcement officers. For purpose of this section, adequate radio coverage shall include all of the following:
- a minimum signal strength of -101 dBm available in 95% of the area of each floor of the building when transmitted from the Public Safety Radio Communications System: and
 - A minimum signal strength of -101 dBm received at the Public Safety Radio Communications System when transmitted from 95% of the area of each floor of the building, via portable radio with public safety microphone.
 - Channel Performance Criterion (CPC): CPC is the minimum performance level in a faded channel, per TSB-88, clause 4.2. TSB-88 is a "Telecommunications Systems Bulletin" published by the TIA, Telecommunications Industry Association. The performance level is rated using "Delivered Audio Quality". Industry standard DAQ definitions are shown in Table 1.
 - DAQ level of three (3) is the minimum performance level which shall be attainable by public safety radio systems in 95% of the area of each floor of a building, via portable radio with public safety microphone

Table 1 - Delivered Audio Quality Definitions

DAQ Delivered Audio Quality	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.5	Speech understandable with repetition only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise / distortion.
4.5	Speech easily understood. Infrequent noise / distortion.
5	Speech easily understood.

- e) The frequency range which must be supported shall be 151.0000 to 160.0000 MHz, in both digital and analog signals.

Testing Procedures:

- Initial Tests. Public safety employees or their designees will perform initial tests. A Certificate of Occupancy shall not be issued to any new structure if the building fails to comply with this section.
- Annual Tests. Fire Department personnel in conjunction with inspection procedures will conduct annual tests.

Amplification Systems Allowed

- Buildings and structures which cannot independently support the required level of radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted signal booster

amplifiers as needed. The installation of equipment as indicated above cannot be detrimental to the operation of the Public Safety Radio System.

2. In the event that a signal booster is employed it shall meet the following minimum requirements:
- be fully encased within a dust resistant case;
 - be contained in a National Electrical Manufacturer's Association (NEMA) 4-type waterproof cabinet;
 - battery systems used for the emergency power source shall be contained in a NEMA 4-type waterproof cabinet;
 - the signal booster system and battery system shall be electrically supervised and monitored by a supervisory service, or shall sound an audible signal at a constantly attended location;
 - Have FCC certification prior to installation.

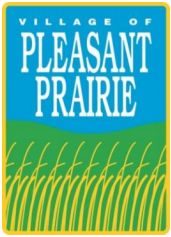
Secondary Power

Emergency responder radio coverage systems shall be provided with an approved secondary source of power conforming to NFPA 72. The secondary power supply shall be capable of operating the emergency responder radio coverage system for a period of at least twenty-four (24) hours. When primary power is lost, the power supply to the emergency responder radio coverage system shall automatically transfer to the secondary power supply.

Field Testing

Fire Department personnel, after providing reasonable notice to the owner or their representative, shall have the right to enter onto the property to conduct field-testing to be certain the required level of radio coverage is present.

35. **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.
- 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 if modifications are made to the system.
 - The fire alarm contractor shall provide the owner with a letter (upon completion of the fire alarm work) stating the fire alarm system, or portion thereof, is "100% operational and built according to the design" if modifications are made to the system.
 - Copy of contract with fire alarm central monitoring station.
 - Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
 - Copies of the fire protection underground flushing documents.
 - Copies of the underground and fire sprinkler hydrostatic test certificates.
 - Copies of the fire sprinkler operational test certificates.
 - Copies of the fire alarm test documents.
 - Copies of other test documents such as, hood/duct, smoke, etc...
 - The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
 - Provide in electronic format (USB, CD, etc) all Floor plans and fire protection plans for the building in an as-built condition.
 - 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.
 - AED is in place at such time that the occupancy inspection is conducted.
 - A copy of the Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.



Village Staff Memorandum

To: Jean Werbie-Harris, Community Development Director

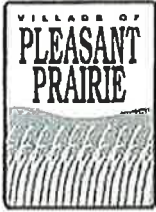
From: Sandro Perez, Building Inspection Superintendent

Subject: Breeze Terrace

Date: June 13, 2018

1. Building Inspection Department information:
Hours: Mon-Fri, 8am-5pm.
Phone# 262-694-9304
Email: buildinginspection@plprairiewi.com
2. Permit applications can be found online at pleasantprairieonline.com
3. Inspections are performed Mon- Fri 9am-4pm except electrical inspections; those are only Tue & Thu mornings. 48hr notice is required to schedule an inspection. Please note you must call and speak with a Building Inspection Department representative a voicemail or email will not constitute an inspection please plan accordingly. Final occupancy inspections require coordination with multiple departments and staff members there for a minimum of 72 hour notice is required. Any re-inspection fees due must be paid prior to scheduling a re-inspection.
4. All contractors requiring permits shall not commence work until permit issuance.
5. We are currently inspecting to the 2015 IBC, IEBC, IMC, IECC, IFGC, 2003 ANSI A117.1, 2017 NEC and WI. Plumbing code SPS 381-386.
6. Please submit all applicable plans (Building, HVAC, Fire Suppression, Fire Detection, Conveyance, Plumbing, etc.) to the state for review (DSPS). Please be aware state plumbing plan review has a long lead time, plan accordingly.
7. Building Inspection Department will not issue permits until we receive the applicable state approval letter and plans.
8. All state approved drawing must be available at job site for inspector review during inspections.
9. Please submit emergency egress lighting plan and energy compliance worksheets form SBD 10512 to Building Inspection Department prior to issuance of building permit.
10. Fire alarm systems require two permits from both the Fire Department and Building Inspection Department.

11. Any building fire protection loop and combination water main will require approval by the Fire Department prior to issuance of exterior plumbing permit.
12. Fire alarm systems and fire protection loops will require inspections by both the Fire Department and Building Inspection Department.
13. Any tradesmen requiring state license will be “carded” on the jobsite for compliance.
14. All equipment must be “LISTED” by a nationally recognized testing laboratory.
15. All equipment, materials, etc. must be rated for the environment in which they will be used.
16. Please contact me with any questions on permitting and/or plan submittal.
17. Provide adequate ADA accessible parking and locate per 2015 IBC.



CERTIFIED SURVEY MAP APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to subdivide the property with a Certified Survey Map (CSM) as hereinafter requested:

Property Location: SE Corner of 116th Avenue and Corporate Drive
Legal Description: Parcels 18, 19 & 20 of CSM1699
Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161, and 92-4-122-302-0162

Existing Zoning District(s): B-5, Freeway Office District; C-1, Lowland Resource Conservancy District, C-2 Upland Conservancy District and FBO, Floodplain Overlay District

Select all that apply:

- ☐ The property abuts or adjoins State Trunk Highway _____
☐ The property abuts or adjoins County Trunk Highway _____
☒ Municipal Sanitary Sewer is available to service said property
☒ Municipal Water is available to service said property

I (We), have contacted the Community Development Department to arrange a pre-application meeting to discuss the proposed request with the Village staff to determine whether additional information may be needed to consider the request.

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

PROPERTY OWNER:

Print Name: Wispark LLC
Signature: [Signature]
Address: 231 W. Michigan St- P423
Milwaukee WI 53203
(City) (State) (Zip)
Phone: 414.221.5500
414.221.5503
Fax: _____
enharris@wispark.com
Email: _____
Date: July 2, 2018

APPLICANT/AGENT:
Interstate Partners II Wisconsin LLC
By: Francis Brzezinski, Manager
Print Name: _____
Signature: [Signature]
Address: N16W23217 Stone Ridge Dr, Ste 120
Waukesha WI 53188
(City) (State) (Zip)
Phone: 262.506.1000
262.506.1001
Fax: _____
fb@interstatepartners.com
Email: _____
Date: July 2, 2018



ZONING TEXT AMENDMENT APPLICATION

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

Property Location: SE Corner of 116th Avenue and Corporate Drive
Legal Description: Parcels 18, 19 and 20 of CSM1699
Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161, and 92-4-122-302-0162
Amend Section(s): Appendix C of Chapter 420 of the Village Zoning Ordinance

Purpose of Zoning Text Amendment:

See attached.

If a Planned Unit Development is proposed include a letter indicting the dimensional variations being requested a statement of Community Benefit as required by Chapter 420 of the Village Municipal Code

If another type of Zoning Text Amendment is being proposed, then include the proposed language of the Zoning Text Amendment being requested.

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

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

PROPERTY OWNER:

Print Name: Wispark LLC
Signature: [Signature]
Address: 231 W. Michigan St- P423
Milwaukee WI 53203
(City) (State) (Zip)
Phone: 414.221.5500
414.221.5503
Fax: enharris@wispark.com
Email: July 2, 2018
Date: July 2, 2018

APPLICANT/AGENT:

Interstate Partners II Wisconsin LLC
By: Francis Brzezinski, Manager
Print Name: Francis Brzezinski
Signature: [Signature]
Address: N16W23217 Stone Ridge Dr, Ste 120
Waukesha WI 53188
(City) (State) (Zip)
Phone: 262.506.1000
262.506.1001
Fax: fb@interstatepartners.com
Email: fb@interstatepartners.com
Date: July 2, 2018

Zoning Text Amendment Application

Purpose of Zoning Text Amendment:

Developing the apartment buildings and clubhouse sites as a PUD allows for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.

The following community benefits are being identified/offered by the Developer:

- The site shall be entirely fenced and gated.
- A minimum one (1) parking space per unit will be provided in an enclosed garage attached to the building.
- A minimum of 20 feet between buildings or greater distance if required by the building code.
- The 19 unit buildings shall have a pitched roof of 5/12.
- The west side of apartment buildings A and D shall be soundproofed with triple pane windows to mitigate adjacent commercial noises.
- All of the units will be offered at market rate rents.
- All apartment buildings and club house will be fully sprinklered (excluding the attics), regardless of State requirements. Project will install NFPA 13R system which does not require sprinklers in attic. This is code compliant and was approved by Village Fire Chief in previous meeting.
- The landscaping and exterior turf shall be irrigated per submission.
- An on-site security system--Digital Security Imaging System (DSIS) shall be installed and made operational and a DSIS Agreement shall be executed by the parties and the Developer will provide the Village with the required DSIS Access Easement which meets the Village Security Ordinance Chapter #410 requirements for the entire development.
- Buildings A, D, F & I shall be pet free (two 33-unit buildings and two 19-unit buildings). A maximum number of one (1) pet per unit, except within the pet free units, with a maximum weight not to exceed 40 pounds (at full grown/maturity). In addition, the developer has agreed to restrict breeds such as mastiff, pitbull, german shepherd, rottweiler or wolf-dog hybrid.

Based on previous discussions, the following modifications from the Zoning Ordinance include (all proposed modifications shall be included in the aforementioned written narrative to be submitted with the application):

- To increase the net density;
- To allow for multiple buildings per parcel;
- To increase the number of apartment units allowed per building
- To increase the building height



ZONING MAP AMENDMENT APPLICATION

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

Property Location: SE Corner of 116th Avenue and Corporate Drive
Legal Description: Parcels 18, 19 & 20 of CSM1699
Tax Parcel Number(s): 92-4-122-302-0160, 92-4-122-302-0161, and 92-4-122-302-0162
Existing Zoning District(s): See attached
Proposed Zoning District(s): See attached
Proposed Use: Residential development containing 213-units within nine buildings & a clubhouse

Compatibility with Adjacent Land Uses:

Adjacent uses include a variety of retail, hotel, restaurant and office uses. Adjacent land owners are supportive of the proposed multifamily development.

If the property is being zoned into multiple zoning classifications or only a portion of the property is being rezoned (i.e. wetlands area) then submit an exhibit with complete legal description of each zoning classification.

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

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

PROPERTY OWNER:

Print Name: Wispark LLC
Signature: [Signature]
Address: 231 W. Michigan St- P423
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(City) (State) (Zip)
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By: Francis Brzezinski, Manager
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Signature: [Signature]
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Waukesha WI 53188
(City) (State) (Zip)
Phone: 262.506.1000
262.506.1001
Fax: _____
Email: fb@interstatepartners.com
Date: July 2, 2018

Zoning Map Amendment Application

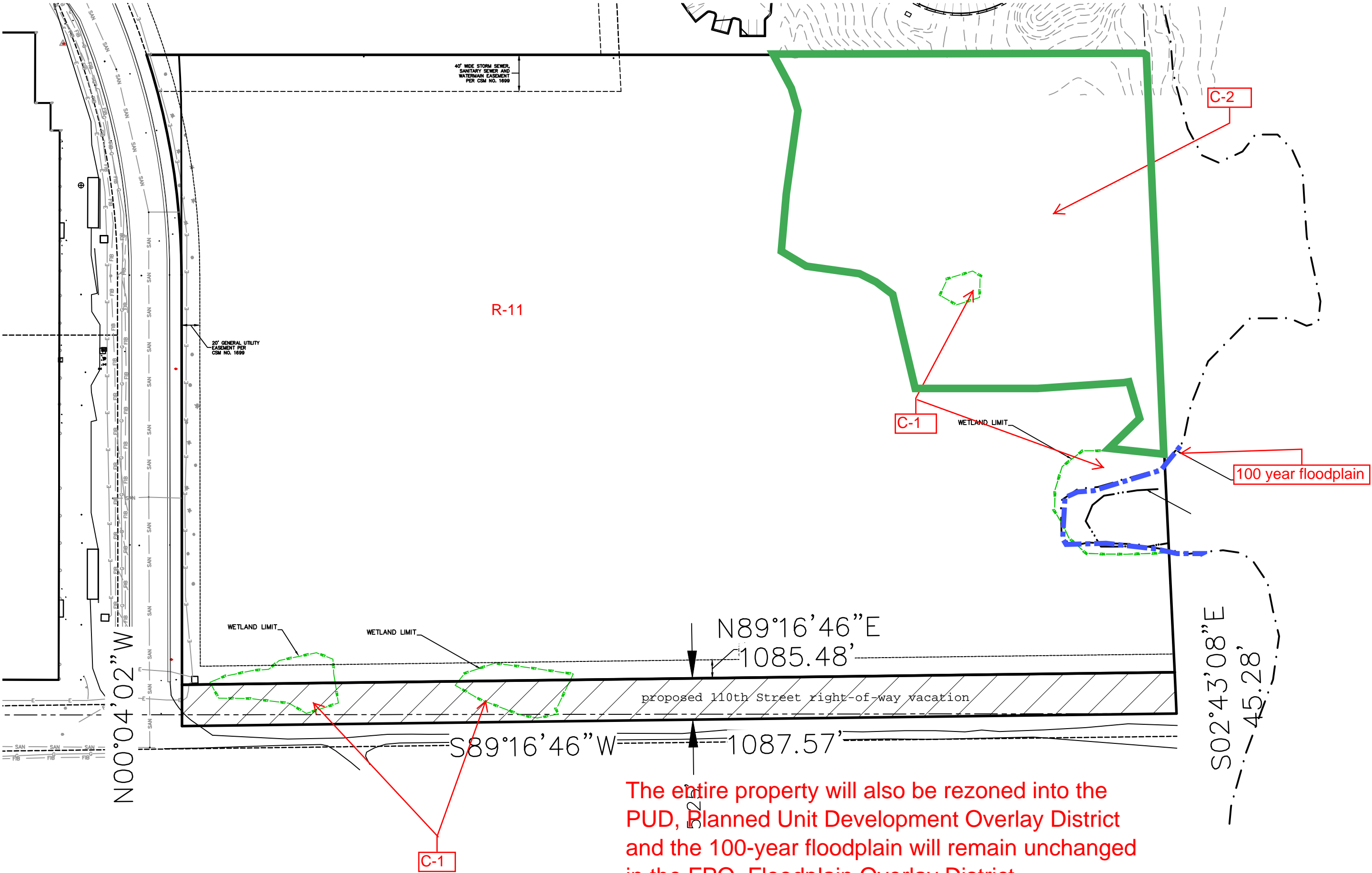
Existing Zoning Districts:

B-5, Freeway Office District, C-1, Lowland Resource Conservancy District, C-2 Upland Conservancy District and FPO, Floodplain Overlay District.

Proposed Zoning Districts:

The wetlands as field delineated in April of 2016 by Dave Meyer of Wetland and Waterway Consulting, a WI DNR Assured Delineator on the properties and within the right-of-way proposed to be vacated shall be rezoned into the C-1 District; the woodland areas being preserved in the northeast corner of the site (excluding the wetland area) shall be rezoned into the C-2 District; the remainder of the properties including the right-of-way area to be vacated shall be rezoned into the R-11 District; the location of the 100-year floodplain will remain unchanged within the FPO District; & the entire properties will be rezoned into the PUD, Planned Unit Development Overlay District.

PROPOSED ZONING MAP AMENDMENT



LEGEND

- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- EASEMENT LINE
- WET DELINEATED WETLANDS

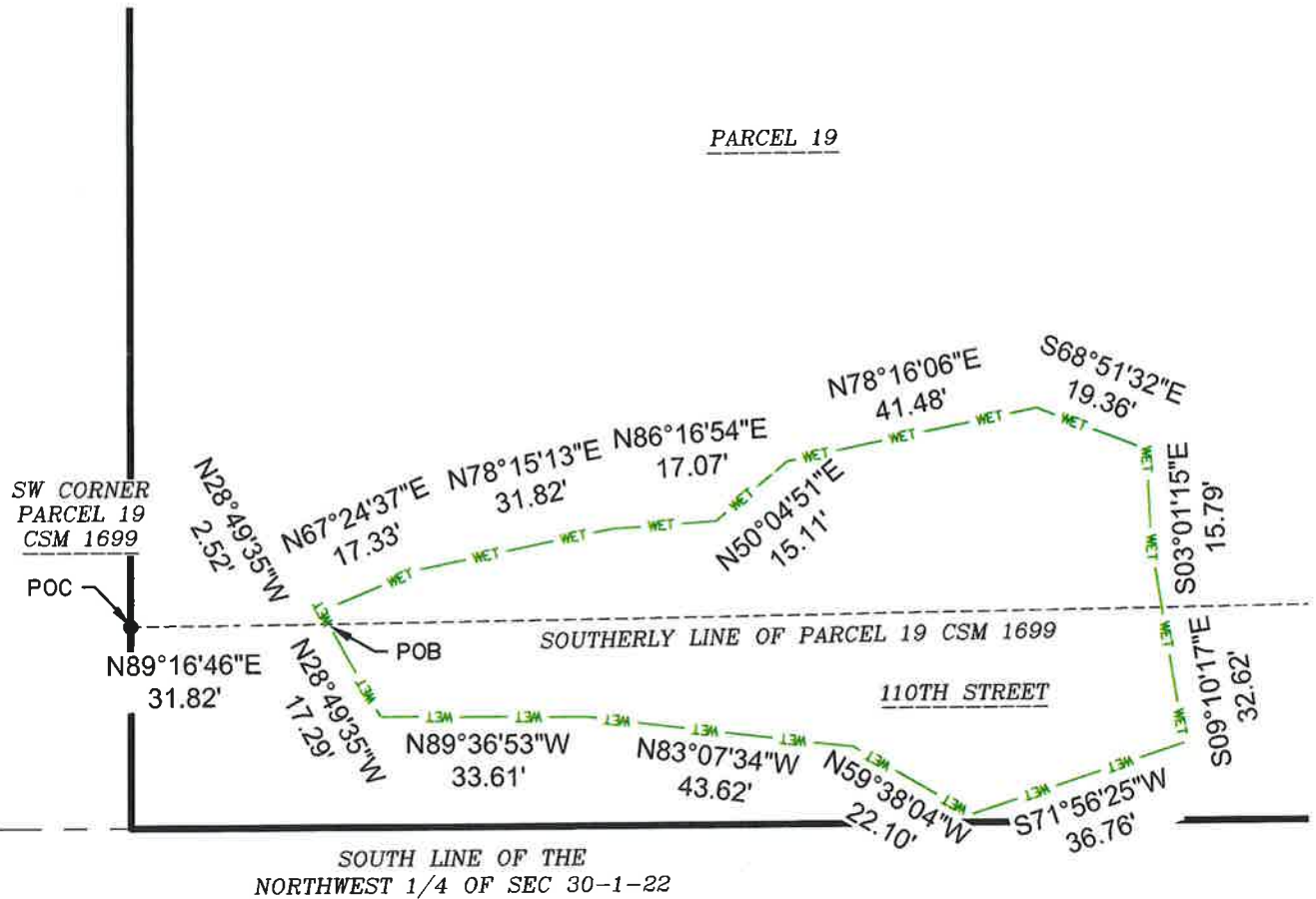


EXHIBIT WETLAND AREA 1

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WISCONSIN 53188
PHONE: (262)513-0888

PROJECT NAME:

BREEZE TERRACE
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS

CHECKED BY: -

APPROVED BY: -



SCALE: 1" = 30'

LEGEND

- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- EASEMENT LINE
- WET
- DELINEATED WETLANDS

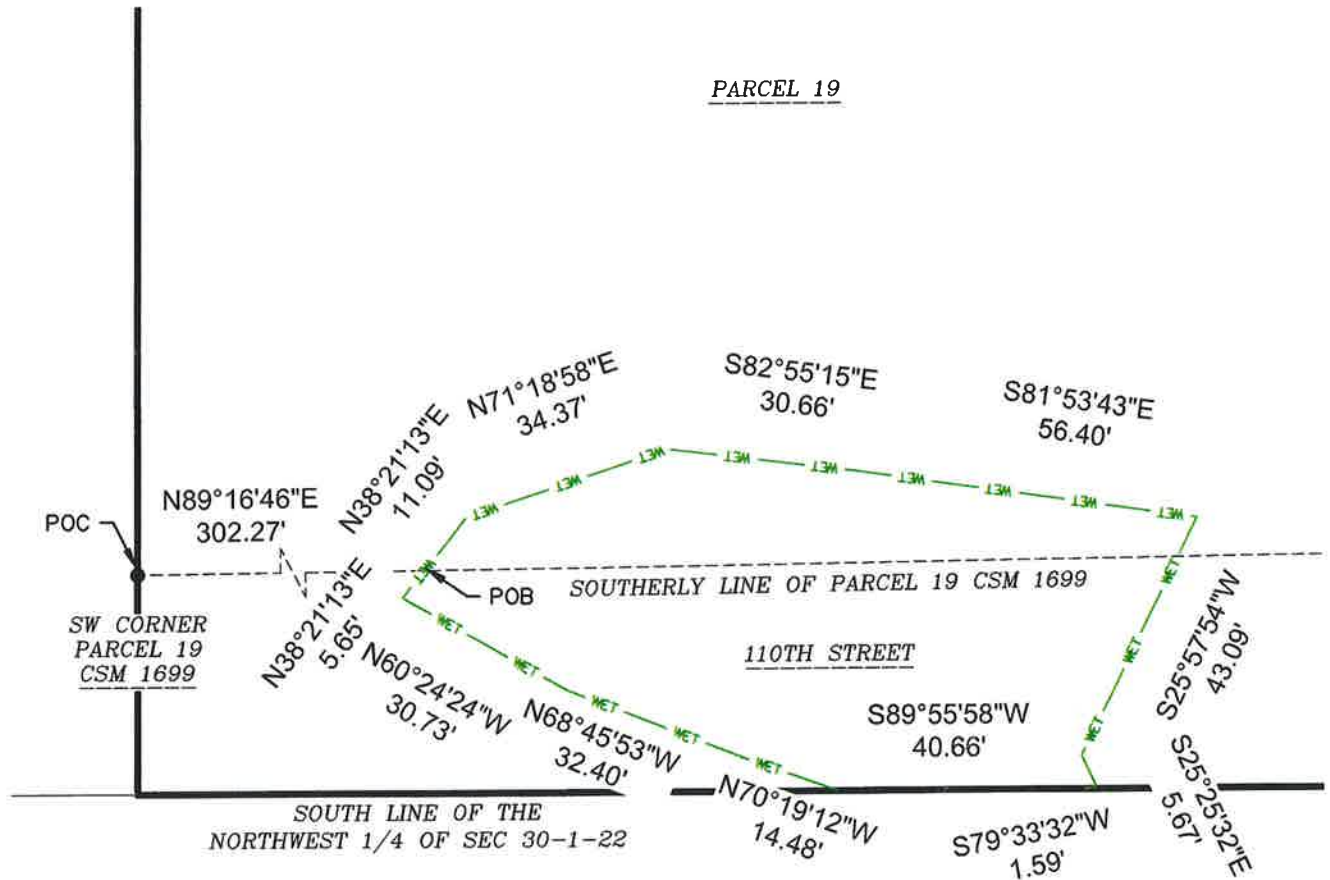


EXHIBIT WETLAND AREA 2

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WISCONSIN 53186
PHONE: (262)513-0666

PROJECT NAME:

BREEZE TERRACE
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/PG: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS

CHECKED BY: -

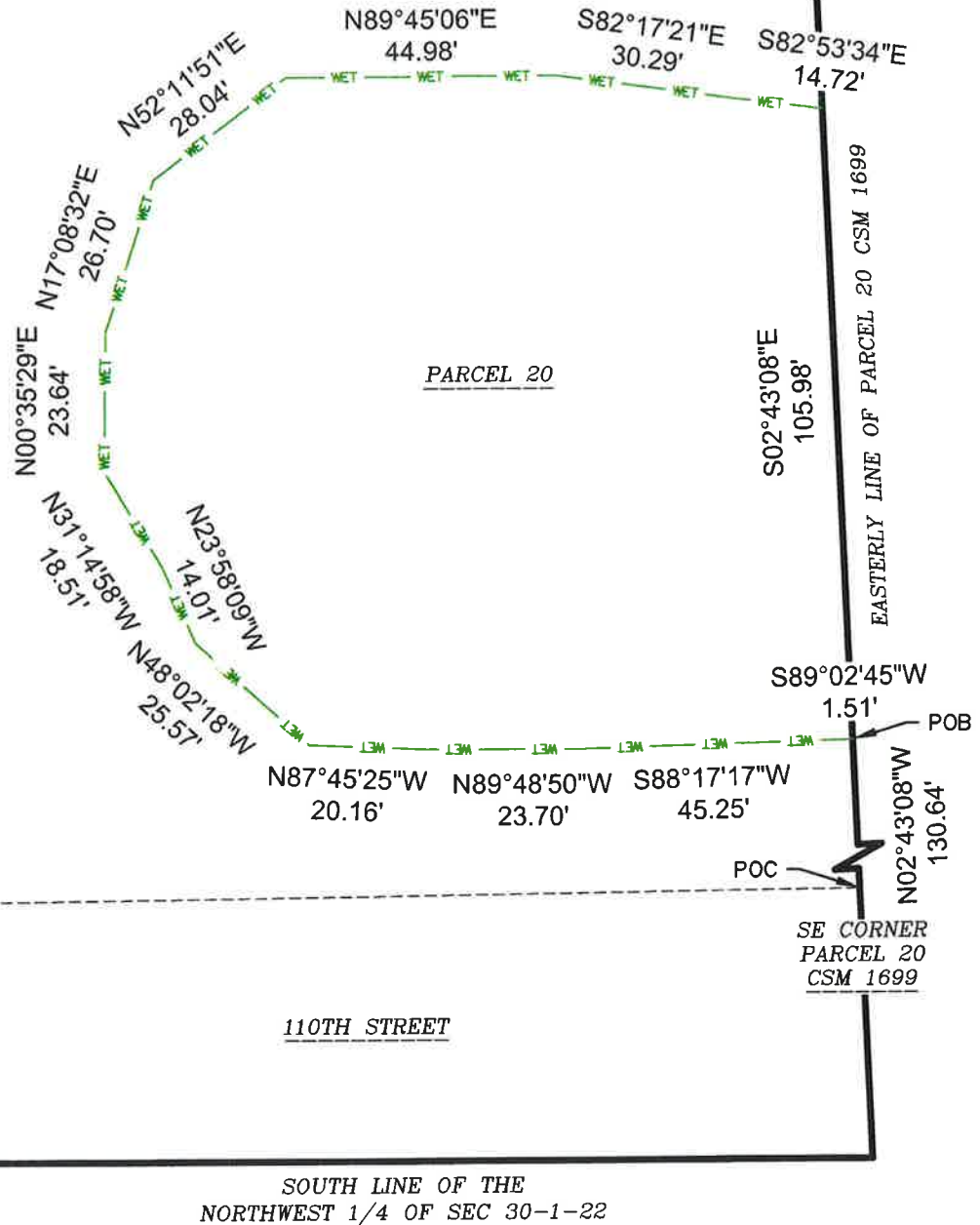
APPROVED BY: -



SCALE: 1" = 30'

LEGEND

- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- EASEMENT LINE
- WET DELINEATED WETLANDS



EXHIBIT

WETLAND AREA 3

PREPARED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WISCONSIN 53188
PHONE: (262)513-0666

PROJECT NAME:

BREEZE TERRACE
APARTMENTS

PROJECT NO: 17-8209

FILE NO: -

FIELDBOOK/Pg: -

SHEET NO: 1 OF 1

SURVEYED BY: -

DRAWN BY: DRS

CHECKED BY: -






APPROVED BY: -



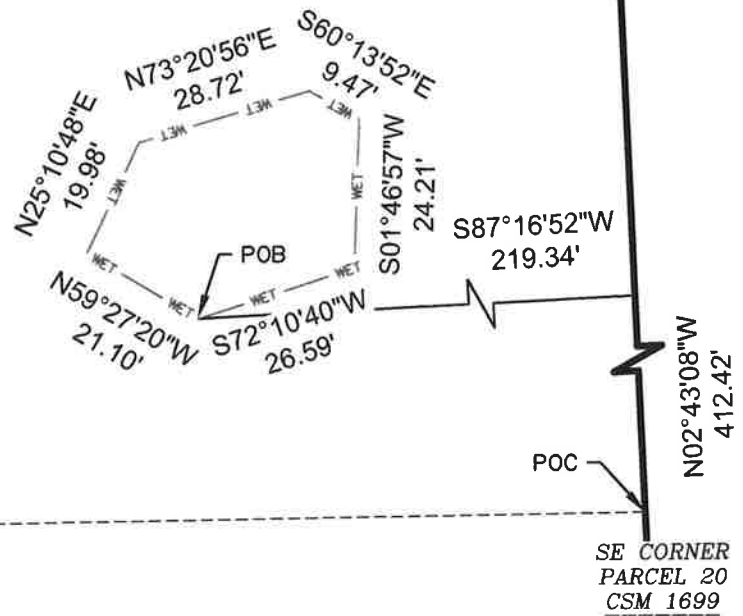
SCALE: 1" = 30'

File: Y:\PROJECTS\2017\178209\17-8209 Basemap - Standard\17-8209 Basemap.dwg Layout: Wet 4 User: dselle Plotted: Jun 29, 2018 - 2:19pm

LEGEND

-  CSM BOUNDARY
-  RIGHT-OF-WAY LINE
-  PLATTED LOT LINE
-  EASEMENT LINE
-  DELINEATED WETLANDS

PARCEL 20



110TH STREET

SOUTH LINE OF THE
NORTHWEST 1/4 OF SEC 30-1-22

EXHIBIT
WETLAND AREA 4

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

W238 N1810 BUSSE RD, SUITE 100
WAUKESHA, WISCONSIN 53188
PHONE: (262)513-0668

PROJECT NAME:

BREEZE TERRACE
APARTMENTS

PROJECT NO: 17-8209

FILE NO:

FIELDBOOK/PG:

SHEET NO: 1 OF 1

SURVEYED BY:

DRAWN BY: DRS

CHECKED BY:

APPROVED BY:



SCALE: 1" = 30'

W238 N1610 BUSSE RD, SUITE 100
Verona, WI 53593

WETLAND AREA 1 DESCRIPTION

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 31.82 feet to the Point of Beginning of this wetland area; thence N 28 degrees 49 minutes 35 seconds W, 2.52 feet; thence N 67 degrees 24 minutes 37 seconds E, 17.33 feet; thence N 78 degrees 15 minutes 13 seconds E, 31.82 feet; thence N 86 degrees 16 minutes 54 seconds E, 17.07 feet; thence N 50 degrees 04 minutes 51 seconds E, 15.11 feet; thence N 78 degrees 16 minutes 06 seconds E, 41.48 feet; thence S 68 degrees 51 minutes 32 seconds E, 19.36 feet; thence S 03 degrees 01 minutes 15 seconds E, 15.79 feet; thence S 09 degrees 10 minutes 17 seconds E, 32.62 feet; thence S 71 degrees 56 minutes 25 seconds W, 36.76 feet; thence N 59 degrees 38 minutes 04 seconds W, 22.10 feet; thence N 83 degrees 07 minutes 34 seconds W, 43.62 feet; thence N 89 degrees 36 minutes 53 seconds W, 33.61 feet; thence N 28 degrees 49 minutes 35 seconds W, 17.29 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 5,536 square feet or 0.127 acres.

WETLAND AREA 2 DESCRIPTION

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Parcel 19, CSM 1699; thence N 89 degrees 16 minutes 46 seconds E along the southerly line of said Parcel 19, 302.27 feet to the Point of Beginning of this wetland area; thence N 38 degrees 21 minutes 13 seconds E, 11.09 feet; thence N 71 degrees 18 minutes 58 seconds E, 34.37 feet; thence S 82 degrees 55 minutes 15 seconds E, 30.66 feet; thence S 81 degrees 53 minutes 43 seconds E, 56.40 feet; thence S 25 degrees 57 minutes 54 seconds W, 43.09 feet; thence S 25 degrees 25 minutes 32 seconds E, 5.67 feet; thence S 79 degrees 33 minutes 32 seconds W, 1.59 feet to the south line of the Northwest Quarter of said Section 30; thence S 89 degrees 55 minutes 58 seconds W, 40.66 feet along said south line; thence N 70 degrees 19 minutes 12 seconds W, 14.48 feet; thence N 68 degrees 45 minutes 53 seconds W, 32.40 feet; thence N 60 degrees 24 minutes 24 seconds W, 30.73 feet; thence N 38 degrees 21 minutes 13 seconds E, 5.65 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 4,907 square feet or 0.113 acres.

WETLAND AREA 3 DESCRIPTION



Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 130.64 feet to the Point of Beginning of this wetland area; thence S 89 degrees 02 minutes 45 seconds W, 1.51 feet; thence S 88 degrees 17 minutes 17 seconds W, 45.25 feet; thence N 89 degrees 48 minutes 50 seconds W, 23.70 feet; thence N 87 degrees 45 minutes 25 seconds W, 20.16 feet; thence N 48 degrees 02 minutes 18 seconds W, 25.57 feet; thence N 23 degrees 58 minutes 09 seconds W, 14.01 feet; thence N 31 degrees 14 minutes 58 seconds W, 18.51 feet; thence N 00 degrees 35 minutes 29 seconds E, 23.64 feet; thence N 17 degrees 08 minutes 32 seconds E, 26.70 feet; thence N 52 degrees 11 minutes 51 seconds E, 28.04 feet; thence N 89 degrees 45 minutes 06 seconds E, 44.98 feet; thence S 82 degrees 17 minutes 21 seconds E, 30.29 feet; thence S 82 degrees 53 minutes 34 seconds E, 14.72 feet to said east line; thence S 02 degrees 43 minutes 08 seconds E along said east line, 105.98 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 12,519 square feet or 0.287 acres.

WETLAND AREA 4 DESCRIPTION

Part of the South half of the Northwest Quarter, Section 30, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Parcel 20, CSM 1699; thence N 02 degrees 43 minutes 08 seconds W along the easterly line of said Parcel 20, 412.42 feet; thence S 87 degrees 16 minutes 52 seconds W, 219.34 feet to the Point of Beginning of this wetland area; thence N 59 degrees 27 minutes 20 seconds W, 21.10 feet; thence N 25 degrees 10 minutes 48 seconds E, 19.98 feet; thence N 73 degrees 20 minutes 56 seconds E, 28.72 feet; thence S 60 degrees 13 minutes 52 seconds E, 9.47 feet; thence S 01 degrees 46 minutes 57 seconds W, 24.21 feet; thence S 72 degrees 10 minutes 40 seconds W, 26.59 feet to the Point of Beginning... including all lands lying inside this wetland area herein described, said wetland area containing 1,143 square feet or 0.026 acres.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N79°33'32"E	1.59'
L2	N25°25'32"W	5.67'
L3	N25°57'54"E	43.09'
L4	N81°53'43"W	56.40'
L5	N82°55'15"W	30.66'
L6	S71°18'58"W	34.37'
L7	S38°21'13"W	16.75'
L8	S60°24'24"E	30.73'
L9	S68°45'53"E	32.40'
L10	S70°19'12"E	14.47'
L11	S31°25'29"E	41.18'
L12	S16°54'42"E	29.23'
L13	S09°32'41"W	92.25'
L14	S04°36'50"W	62.14'
L15	S64°00'20"E	29.01'
L16	S79°10'20"E	68.84'
L17	S64°05'58"E	15.64'
L18	S44°41'19"E	15.66'
L19	S25°16'38"E	15.64'
L20	S12°46'02"E	92.03'
L21	S88°51'35"E	136.81'
L22	N84°41'22"E	98.83'
L23	S17°34'54"E	37.01'
L24	S11°37'50"W	4.81'
L25	S44°19'08"W	50.00'
L26	S89°45'06"W	26.03'
L27	S52°11'51"W	28.04'
L28	S17°08'32"W	26.70'
L29	S00°35'29"W	23.64'
L30	S31°14'58"E	18.51'
L31	S23°58'09"E	14.01'
L32	S48°02'18"E	25.57'
L33	S87°45'25"E	20.16'
L34	S89°48'50"E	23.70'
L35	N88°17'17"E	45.25'

LEGEND

- ¾" REBAR FOUND
- PLAT BOUNDARY
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE
- - - EASEMENT LINE
- WET — DELINEATED WETLANDS

NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON FEBRUARY 21, 23 AND 26, 2018.
2. BEARINGS FOR THIS MAP ARE REFERENCED TO THE EAST LINE OF LOT 20, CSM NO. 1699, RECORDED AS S02°43'08"W.

PARCEL 20
CSM 1699

HIGH DENSITY
RESIDENTIAL
619,685 S.F.
14.226 ACRE

LINE TABLE

LINE	BEARING	DISTANCE
L36	N89°02'33"E	1.52'
L37	N00°04'02"W	1.33'
L38	N59°38'04"W	22.10'
L39	N83°07'34"W	43.62'
L40	N89°36'53"W	33.61'
L41	N28°49'35"W	19.81'
L42	N67°24'37"E	17.33'
L43	N78°15'13"E	31.82'

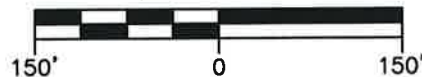
LINE TABLE

LINE	BEARING	DISTANCE
L44	N86°16'54"E	17.07'
L45	N50°04'51"E	15.11'
L46	N78°16'06"E	41.48'
L47	S68°51'32"E	19.36'
L48	S03°01'15"E	15.79'
L49	S09°10'17"E	32.62'
L50	S71°56'25"W	36.76'
L51	S89°55'58"W	40.66'

PARCEL 19
CSM 1699

116th AVENUE N00°04'02"W 480.90'

SCALE IN FEET



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C-1	244.61'	785.00'	243.62'	N08°59'39"W

north

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

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262 513 0666 PHONE | 262 513 1232 FAX

www.jsdinc.com

PROJECT:
BREEZE TERRACE
APARTMENTS

VILLAGE OF PLEASANT PRAIRIE, WI

SHEET TITLE:
REZONING
EXHIBIT MAP

JSD PROJECT NUMBER:
17-8209

DRAWN BY: CJO CHECKED BY: AWW

DATE:
28 JUNE, 2018

SHEET NUMBER:
3 OF 3

C01.0	TITLE SHEET
CS1.0	EXISTING CONDITIONS
C1.0	OVERALL PAVEMENT ID AND DIMENSIONAL PLAN
C1.1	NORTHWEST PAVEMENT ID AND DIMENSIONAL PLAN
C1.2	NORTHEAST PAVEMENT ID AND DIMENSIONAL PLAN
C1.3	SOUTHWEST PAVEMENT ID AND DIMENSIONAL PLAN
C1.4	SOUTHEAST PAVEMENT ID AND DIMENSIONAL PLAN
C2.0	OVERALL GRADING AND EROSION CONTROL PLAN
C2.1	NORTHWEST GRADING AND EROSION CONTROL PLAN
C2.2	NORTHEAST GRADING AND EROSION CONTROL PLAN
C2.3	SOUTHWEST GRADING AND EROSION CONTROL PLAN
C2.4	SOUTHEAST GRADING AND EROSION CONTROL PLAN
C3.0	OVERALL STORM SEWER PLAN
C3.1	NORTHWEST STORM SEWER PLAN
C3.2	NORTHEAST STORM SEWER PLAN
C3.3	SOUTHWEST STORM SEWER PLAN
C3.4	SOUTHEAST STORM SEWER PLAN
C4.0	OVERALL WATERMAIN AND SANITARY SEWER PLAN
C4.1	WATER AND SANITARY PLAN AND PROFILES 10+00 TO 15+00
C4.2	WATER AND SANITARY PLAN AND PROFILES 15+00 TO 18+00
C4.3	WATER AND SANITARY PLAN AND PROFILES 20+00 TO 24+00
C4.4	WATER AND SANITARY PLAN AND PROFILES 24+00 TO 27+00
C4.5	WATER AND SANITARY PLAN AND PROFILES 30+00 TO 35+00
C4.6	WATER AND SANITARY PLAN AND PROFILES 35+00 TO 36+00
C4.7	WATER AND SANITARY PLAN AND PROFILES 40+00 TO 43+00
C4.8	WATER AND SANITARY PLAN AND PROFILES 50+00 TO 54+00
C4.9	WATER AND SANITARY PLAN AND PROFILES 60+00 TO 64+00
C5.0	NOTES & DETAILS
C5.1	NOTES & DETAILS
C5.2	NOTES & DETAILS
C5.3	NOTES & DETAILS
C5.4	NOTES & DETAILS
C5.5	NOTES & DETAILS
L1.0	LANDSCAPE PLAN OVERVIEW
L1.1	LANDSCAPE PLAN SOUTHEAST
L1.2	LANDSCAPE PLAN NORTHEAST
L1.3	LANDSCAPE PLAN NORTHWEST
L2.0	LANDSCAPE NOTES, DETAILS, & SPECIFICATIONS
T1.0	TREE SURVEY



An architectural rendering of a modern multi-story apartment building. The building features a mix of red, grey, and stone-textured siding. It has multiple levels with balconies, large windows, and a central entrance area. The building is set against a clear blue sky, and there are some trees and a red car in the foreground.



SE 1/4 OF NW 1/4, SECTION 30-1-22
REDIVISION OF PARCEL 19 & 20 OF CSM 1699
732,534 SQ. FT. - 16.8167 ACRES
SCALE: 1"=500'

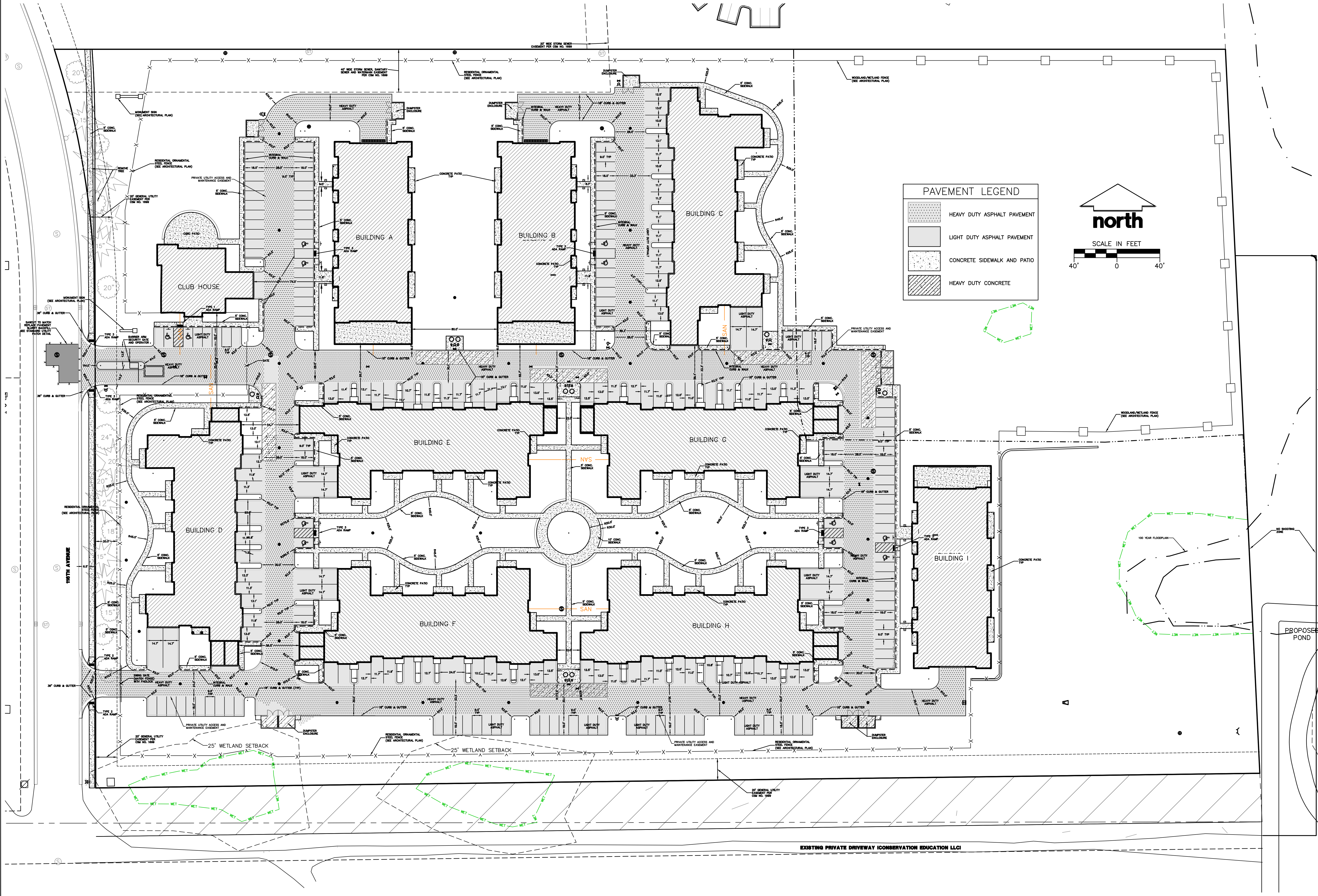
ALL BEARINGS ARE REFERENCED TO GRID NORTH
OF THE WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NE
1/4 OF SECTION 8-1-22, WAS USED AS N02°49'58"W

SITE BENCHMARKS:

JSD PROFESSIONAL SERVICES, INC.
W238 N1610 BUSSE RD, SUITE 100
WAUKESHA, WI 53188
PHONE: 262-513-0666
FAX: 262-513-1232
TOM GILGENBACH, P.E.
EMAIL: tom.gilgenbach@jsdinc.com
RIZAL ISKANDARSJACH, P.E., P.L.S.
EMAIL: riz@jsdinc.com
www.jsdinc.com



File: R:\2017\178209 Breeze Terrace\17-8209 C1.0 Pav ID.dwg Layout: C1.0 User: tlgibbach Plotted: Jul 05, 2018 - 12:31pm Xref's:



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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
Interstate Partners LLC
Real Estate Development

CLIENT ADDRESS:
N16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
**VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN**

DIGGERS HOTLINE

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#	Date:	Description:
1.	3/15/18	PLAN COMMISSION
2.	5/18/18	REVIEW SET
3.	5/18/18	VILLAGE RESUBMITTAL

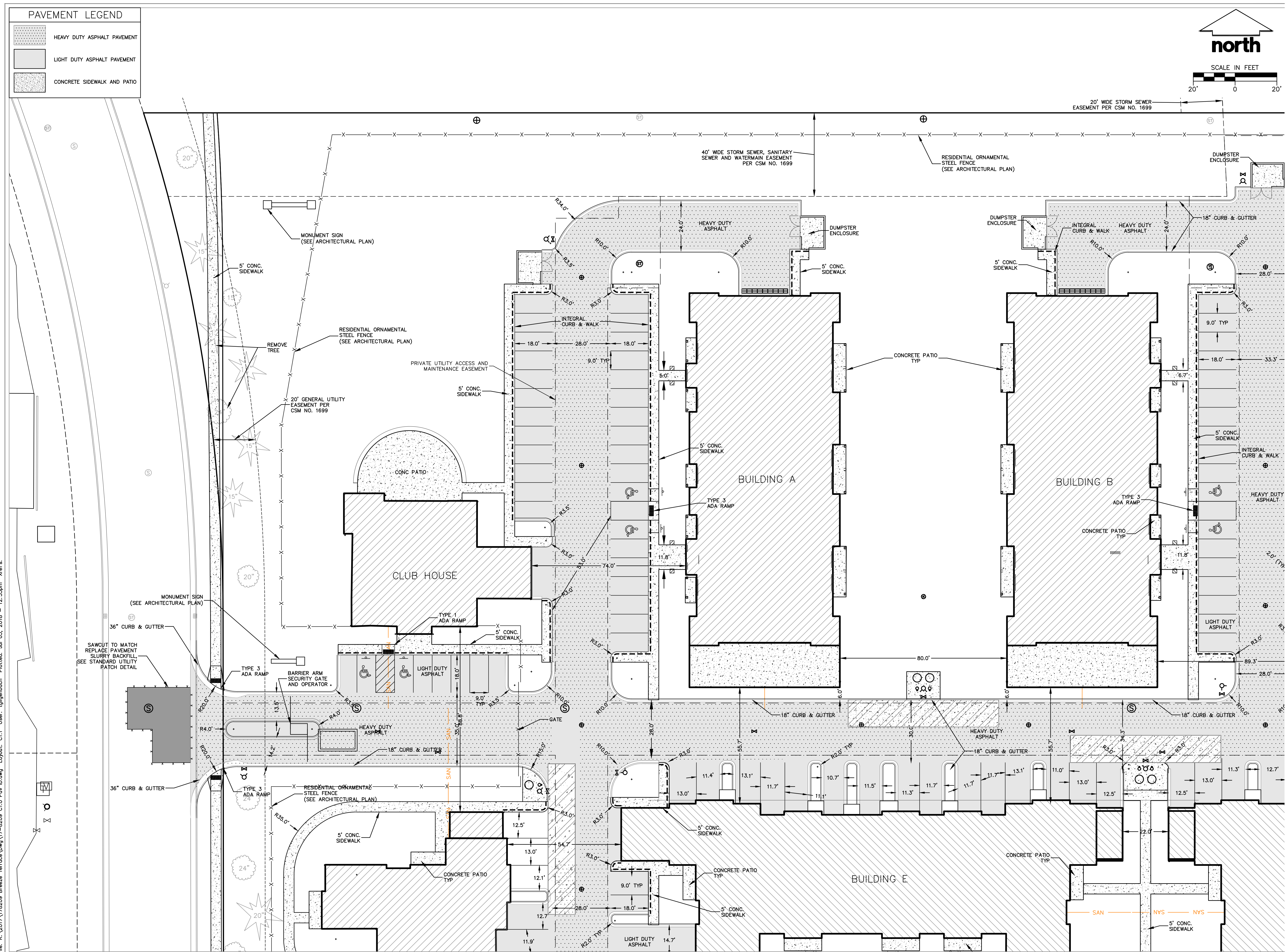
Design/Drawn: APM
Approved: RWI

SHEET TITLE:
**OVERALL SITE
PAVEMENT I.D. AND
DIMENSION PLAN**

SHEET NUMBER:
C1.0

JSD PROJECT NO: 17-8209

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CLIENT:

 **Interstate Partners LLC**
Real Estate Development

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
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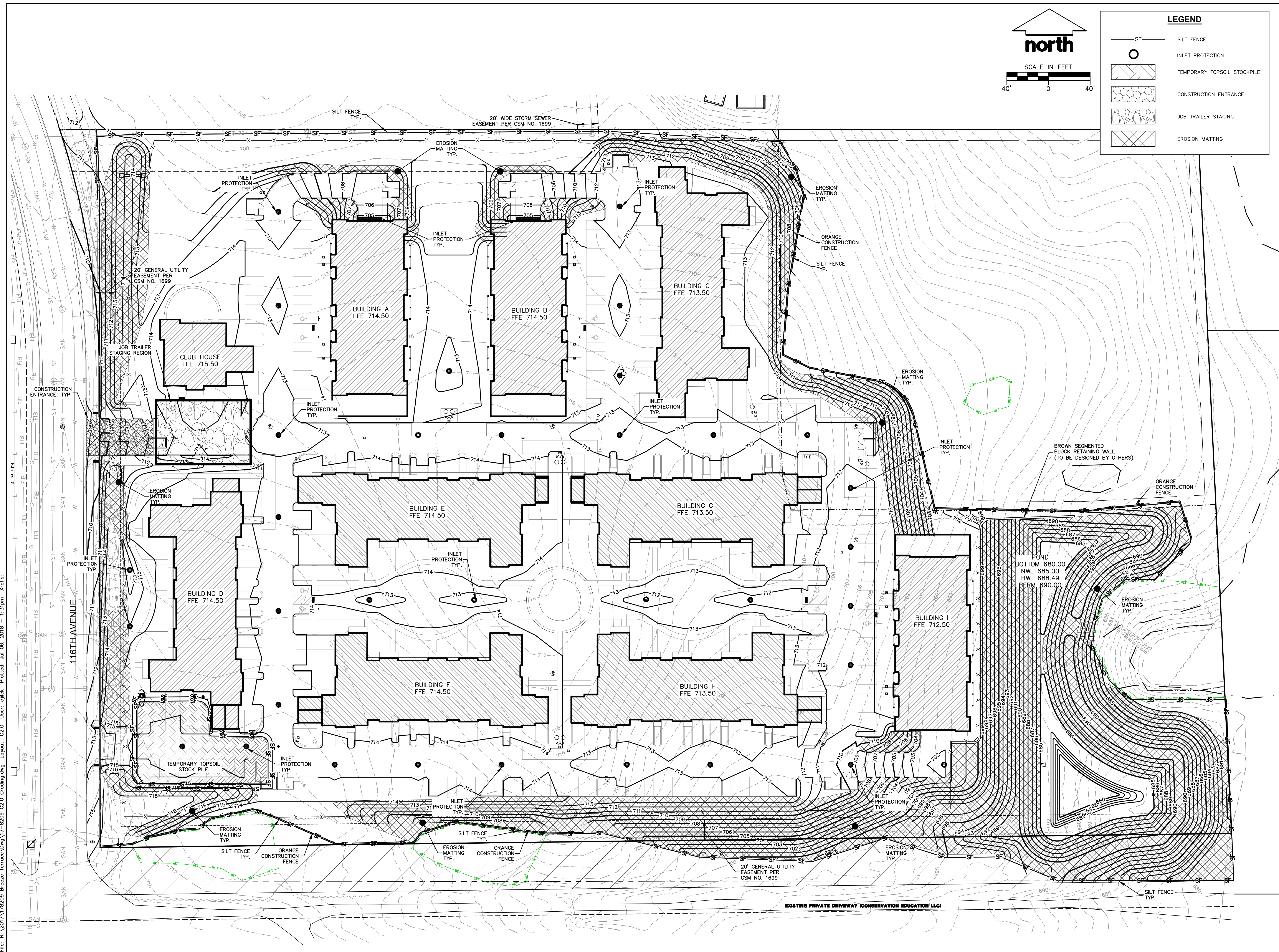
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SHEET TITLE:
**NORTHWEST PAVEMENT
I.D. AND DIMENSION PLAN**

SHEET NUMBER: _____

C1.1

JSD PROJECT NO: 17-8209



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W238 N1610 BUSSE ROAD, SUITE 100
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P. 262.513.0666

CLIENT:  **Interstate Partners LLC**
Real Estate Development

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N16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

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APARTMENTS**

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Approved:	RW

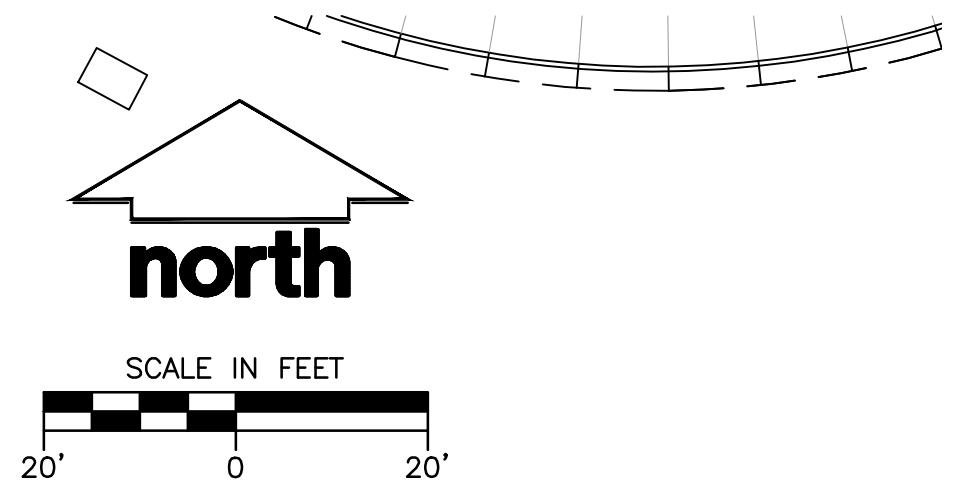
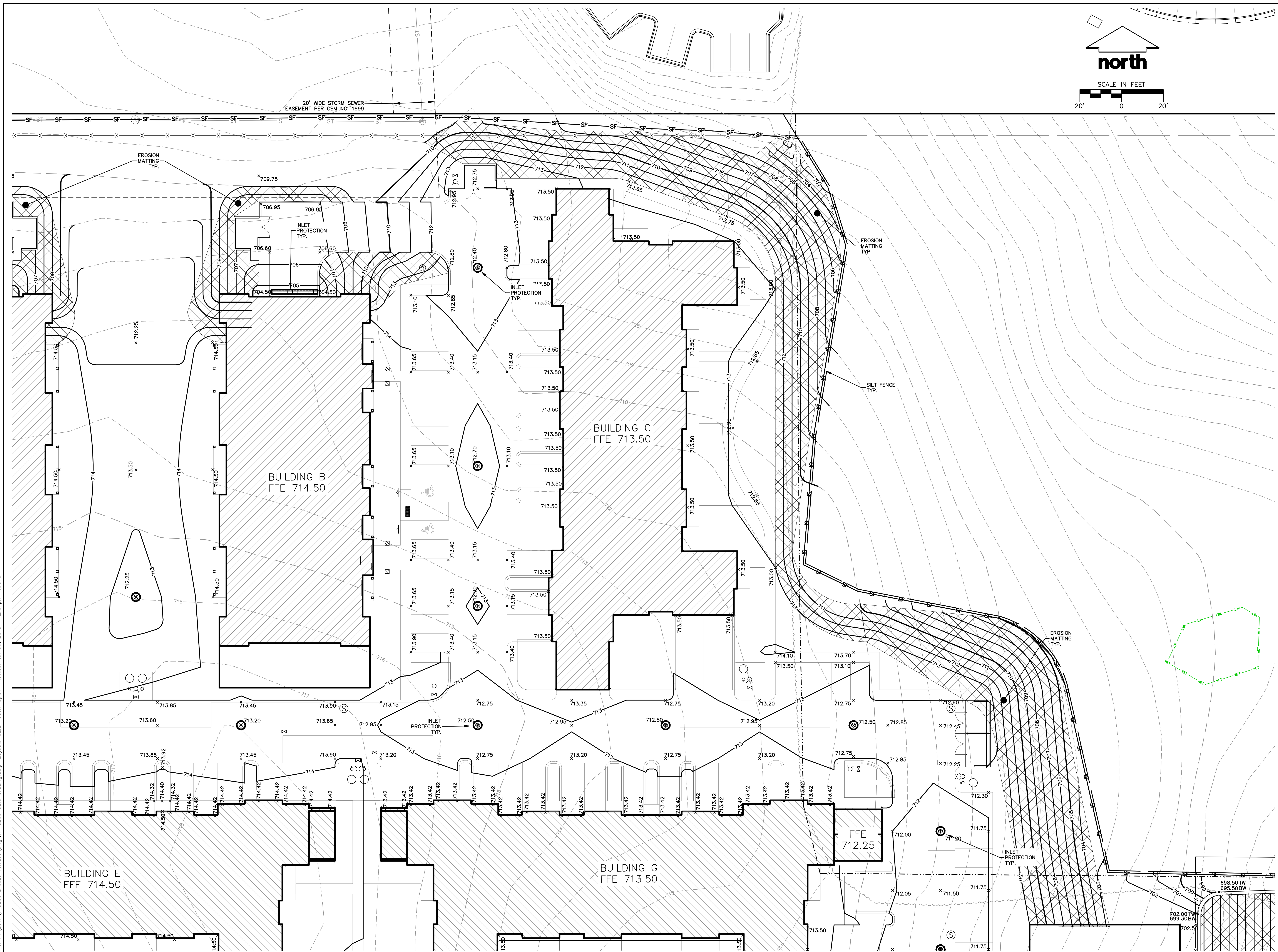
SHEET TITLE:

**OVERALL GRADING AND
EROSION CONTROL PLAN**

SHEET NUMBER:

C2.0

JSD PROJECT NO: 17-820



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P. 262.513.0666

CLIENT:  **Interstate Partners LLC**
Real Estate Development

CLIENT ADDRESS:
16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
MENOSHA COUNTY, WISCONSIN

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Design/Drawn:	APM
Approved:	RWI

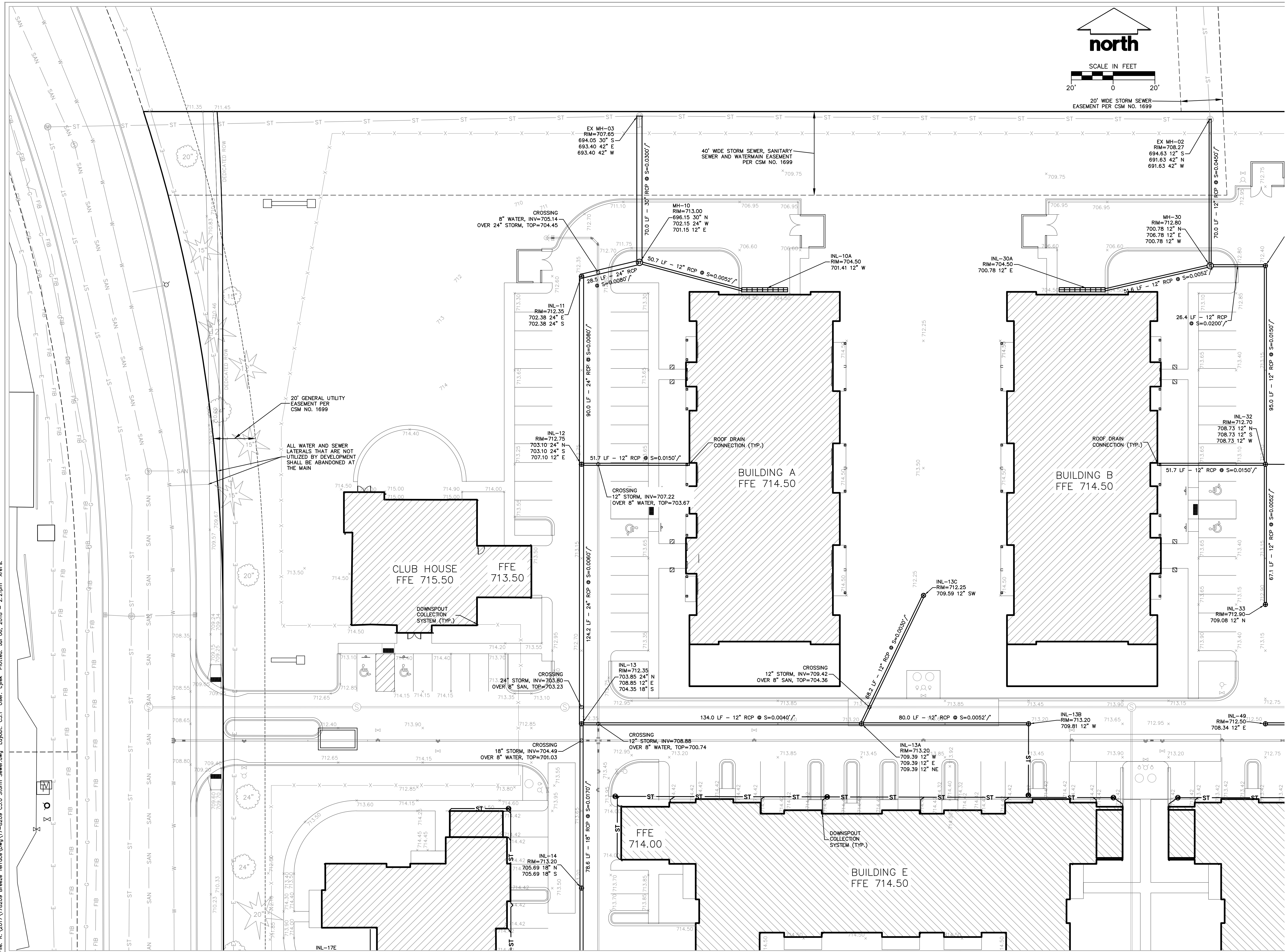
SHEET TITLE:
**NORTHEAST GRADING
AND EROSION CONTROL
PLAN**

SHEET NUMBER:

C2.2

SD PROJECT NO: 17-8209

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CLIENT:  **Interstate Partners LLC**
Real Estate Development

CLIENT ADDRESS:
16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT:
**BREEZE TERRACE
APARTMENTS**

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WISCONSIN



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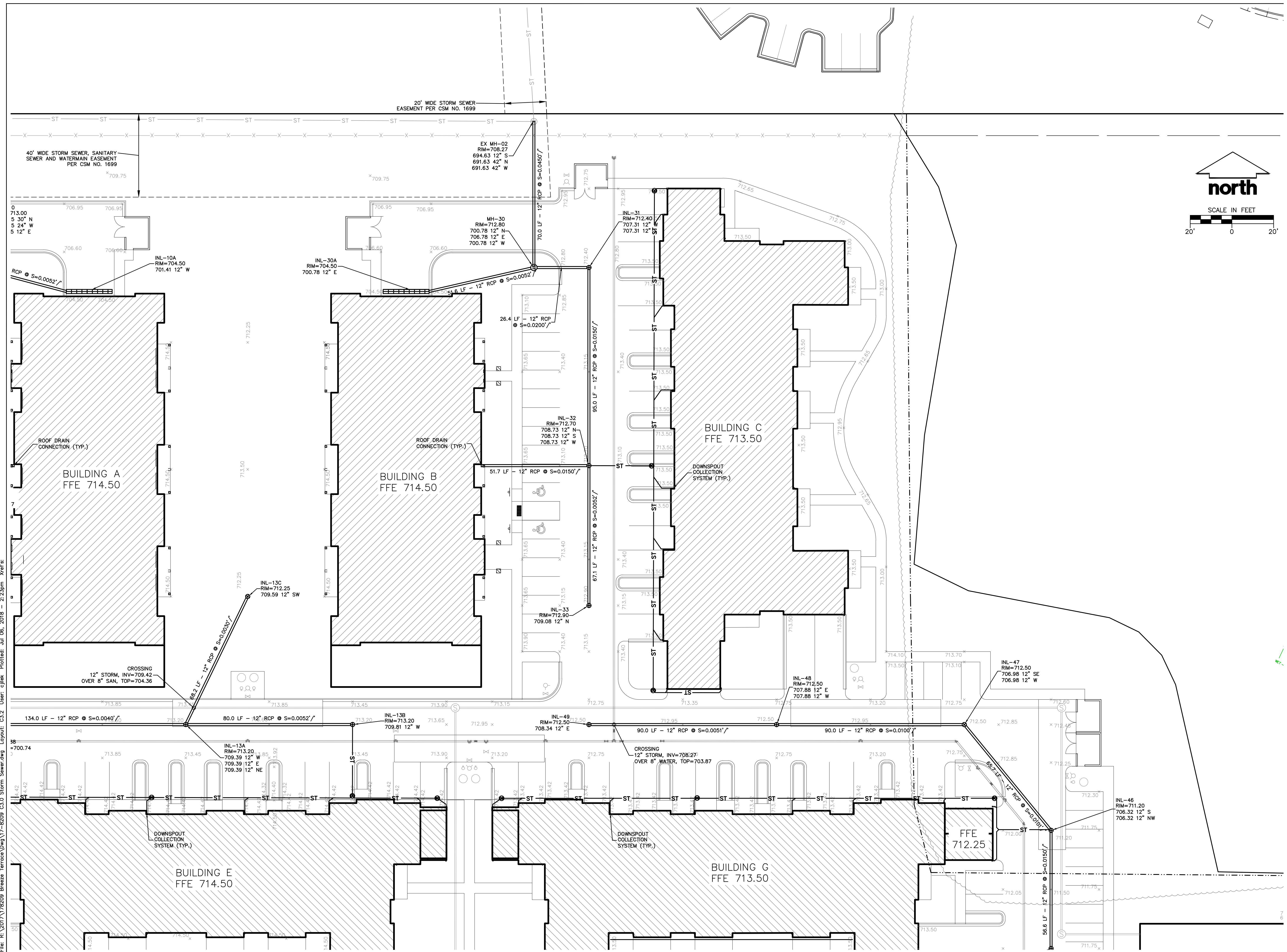
SHEET TITLE:
**NORTHWEST STORM
SEWER PLAN**

SHEET NUMBER: _____

C3.1

SD PROJECT NO: 17-8209

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CLIENT:  **Interstate Partners LLC**
Real Estate Development

PROJECT:

BREEZE TERRACE APARTMENTS

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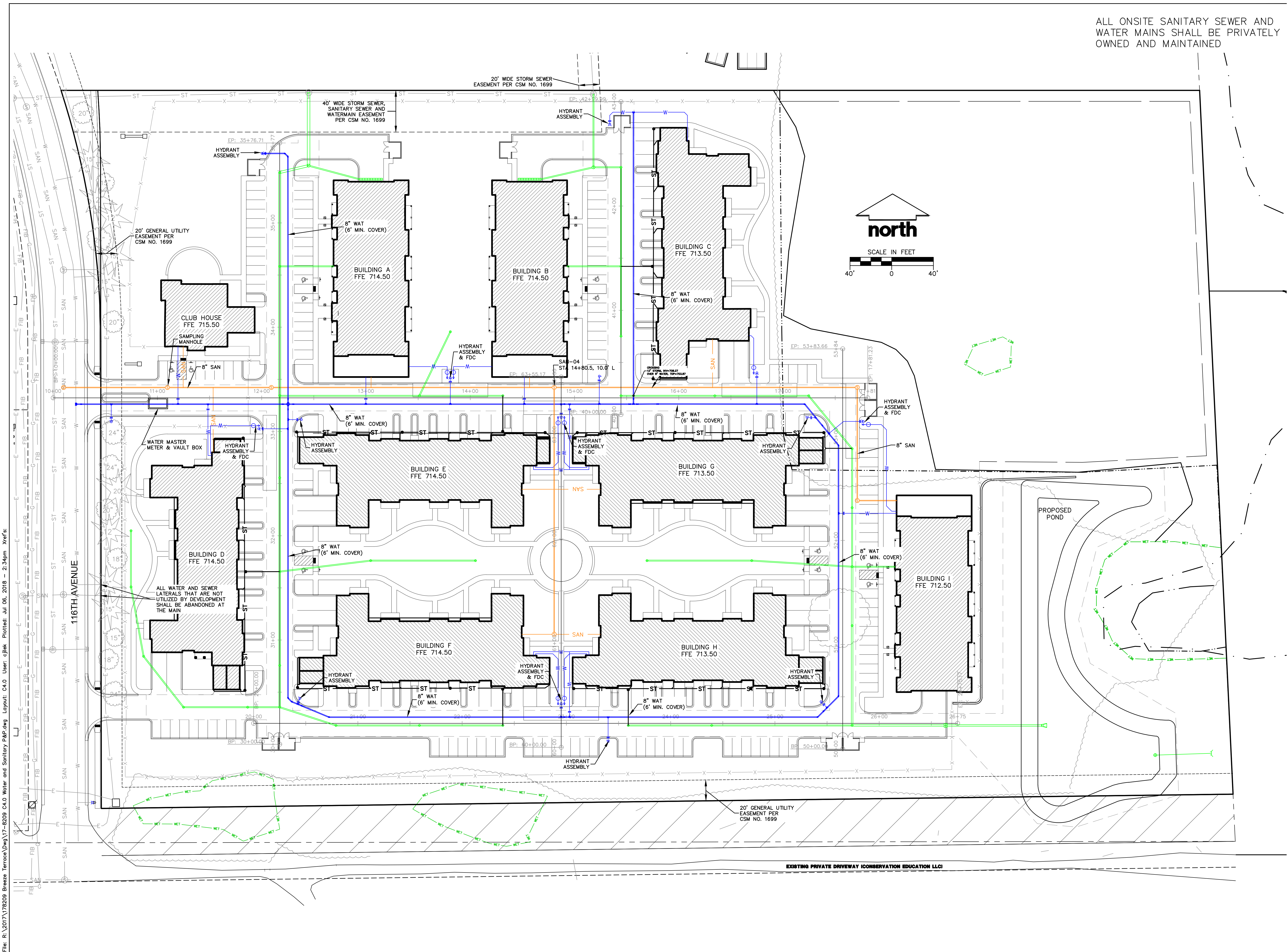
www.DiggersHotline.com

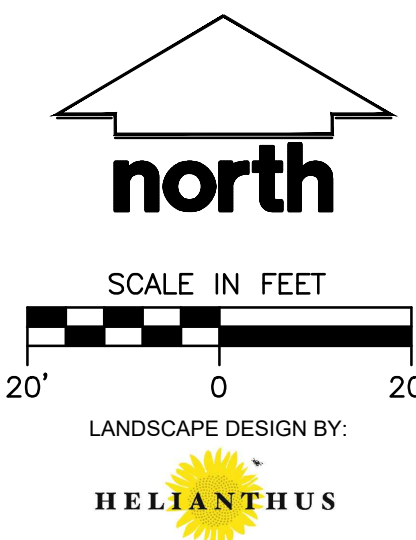
Date:	Description:
3/15/18	PLAN COMMISSION
5/18/18	REVIEW SET
5/18/18	VILLAGE RESUBMITTAL

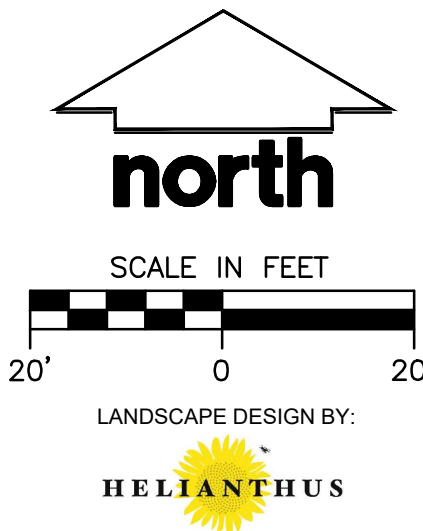
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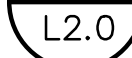
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SD PROJECT NO: 17-8209








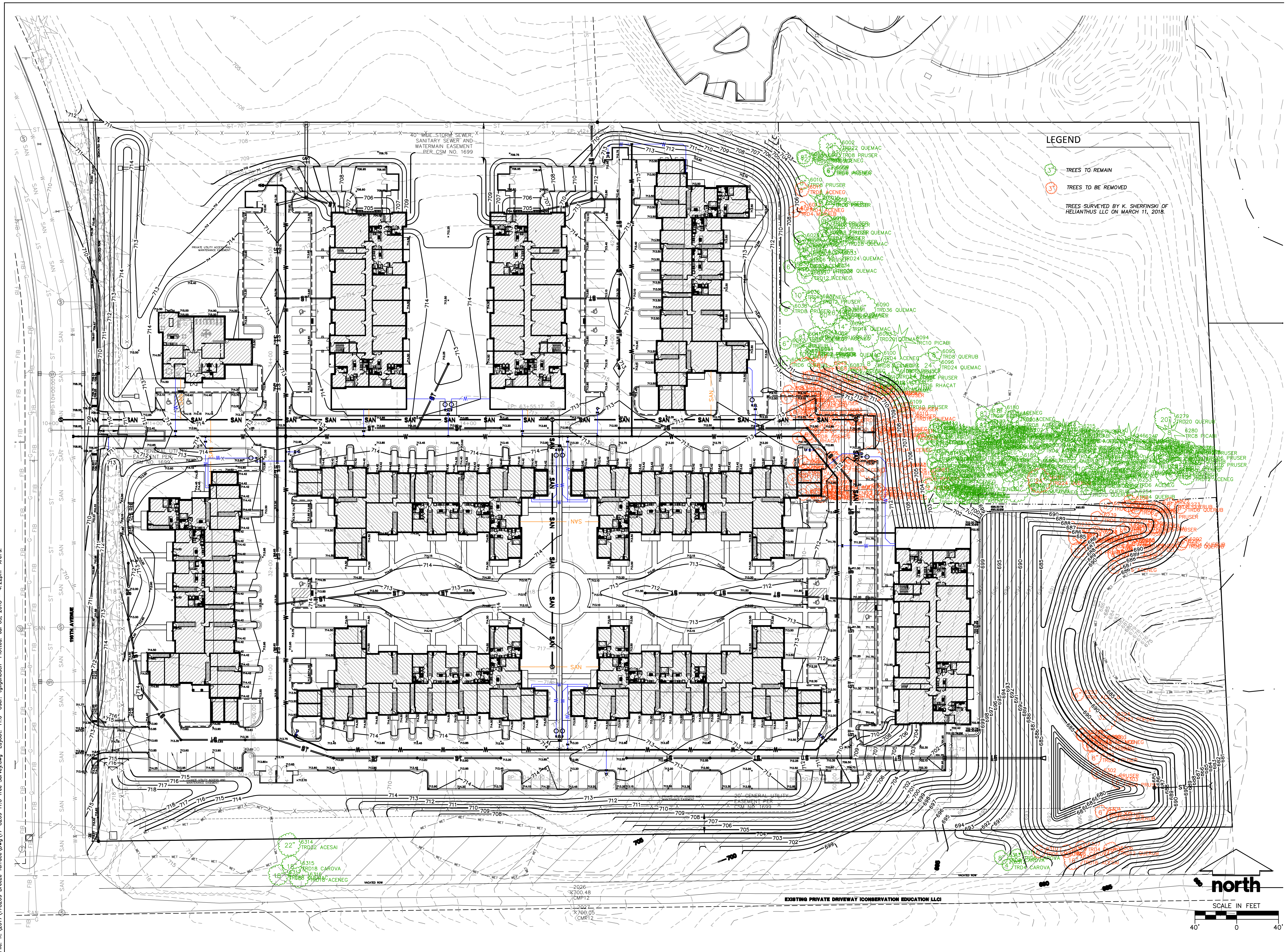




EXISTING TREES							
TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	PLANTING SIZE	MATURE HT	MATURE SP	QTY
	CRA VIR	<i>Crataegus viridis</i> / Green Hawthorn	B & B	Existing	30'	25'	7
	PIN NIG	<i>Pinus nigra</i> / Austrian Pine	B & B	Existing	60'	40'	9
	TIL COR	<i>Tilia cordata</i> / Little Leaf Linden	B & B	Existing	60'	40'	4

EXISTING TREES							
TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	PLANTING SIZE	MATURE HT	MATURE SP	QTY
	CRA VIR	<i>Crataegus viridis</i> / Green Hawthorn	B & B	Existing	30'	25'	7
	PIN NIG	<i>Pinus nigra</i> / Austrian Pine	B & B	Existing	60'	40'	9
	TIL COR	<i>Tilia cordata</i> / Little Leaf Linden	B & B	Existing	60'	40'	4

JSD PROJECT NO: 17-8209



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W238 N1610 BUSSE ROAD, SUITE 100
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P. 262.513.0666

CLIENT:  **Interstate Partners LLC**
Real Estate Development

CLIENT ADDRESS:
16W23217 STONE RIDGE DR. SUITE 120
WAUKESHA, WI 53188

PROJECT: BREEZE TERRACE APARTMENTS

PROJECT LOCATION:
VILLAGE OF PLEASANT PRAIRIE
WENOSHA COUNTY, WISCONSIN



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[illegible]

Design/Drawn:	APM
Approved:	RWI

SHEET TITLE:

TREE SURVEY

SHEET NUMBER:

T1.0

PROJECT NO: 17-8209

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PROJECT

Breeze
Terrace
Apartments
Pleasant Prairie, WI

OWNER



REVISIONS

INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	AJA
PROJECT NUMBER	780
ISSUED FOR	REVIEW
DATE	06.14.2018

SHEET

SITE PLAN CONCEPT

SP1.1a









SHEET REFERENCE NOTES

- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A002 FOR DOOR TYPES
- C. REFER TO SHEET A003/A003A FOR WALL TYPES
- D. REFER TO SHEET A004 FOR PROJECT FINISHES
- E. REFER TO SHEET A004 FOR PLUMBING FIXTURE SCHEDULE
- F. REFER TO SHEET A004 FOR EQUIPMENT AND FURNISHING SCHEDULE

KEYNOTES - PER SHEET

01-01	T.O. SLAB AT GARAGE THRESHOLD IS 99'-1 1/2"
01-02	T.O. SLAB AT BACK OF GARAGE THRESHOLD IS 100'-0"
01-03	T.O. SLAB AT GARAGE THRESHOLD IS 100'-0" - FEATHER FLOOR SLAB TO PITCH GARAGE SLAB ELEVATION AT 2% SLOPE.
01-04	ALIGN FACE OF CYP BD
06-01	STAIR HANDRAIL & SUPPORT BRACKET (SEE 7/A171 & 8/A171)
21-01	FIRE DEPARTMENT KNOX BOX (VERIFY LOCATION WITH FIRE MARSHALL)
21-02	DESIGN/BUILD FIRE PROTECTION CONTRACTOR TO PROVIDE DRY SYSTEM OR HEAT TAPE WRAP ON (UNHEATED GARAGE) SPRINKLER LINE AS REQUIRED
23-06	PROPOSED GAS METER LOCATION (BY DESIGN/BUILD MECHANICAL CONTRACTOR)
26-03	PROPOSED ELECTRIC METER LOCATION (BY DESIGN/BUILD ELECTRICAL CONTRACTOR) - ELECTRICAL CONTRACTOR TO NOTIFY ARCHITECT IF WALL NEEDS TO BE LARGER THAN 2X6 CONSTRUCTION

GENERAL PLAN NOTES

- A. COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
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- E. IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- F. ALL EXTERIOR WALLS ARE UL U356 (1-HR RATED). SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- G. UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
- H. SEAL ALL PENETRATIONS IN DRYWALL MEMBRANE BETWEEN UNITS, ON BOTH SIDES, AND FLOORS W/ ACOUSTICAL SEALANT. TYPICAL PENETRATIONS INCLUDE ELECTRICAL BOXES, LIGHT SWITCHES, EXHAUST VENTS, LIGHT FIXTURES, DRYER VENTS, ETC.
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- R. SEE 10/A160 FOR UNIT SEPARATION AT FLOOR/CLG (SIM.) AND 9/A160 SEPARATION AT BEARING (SIM.).



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REVISIONS

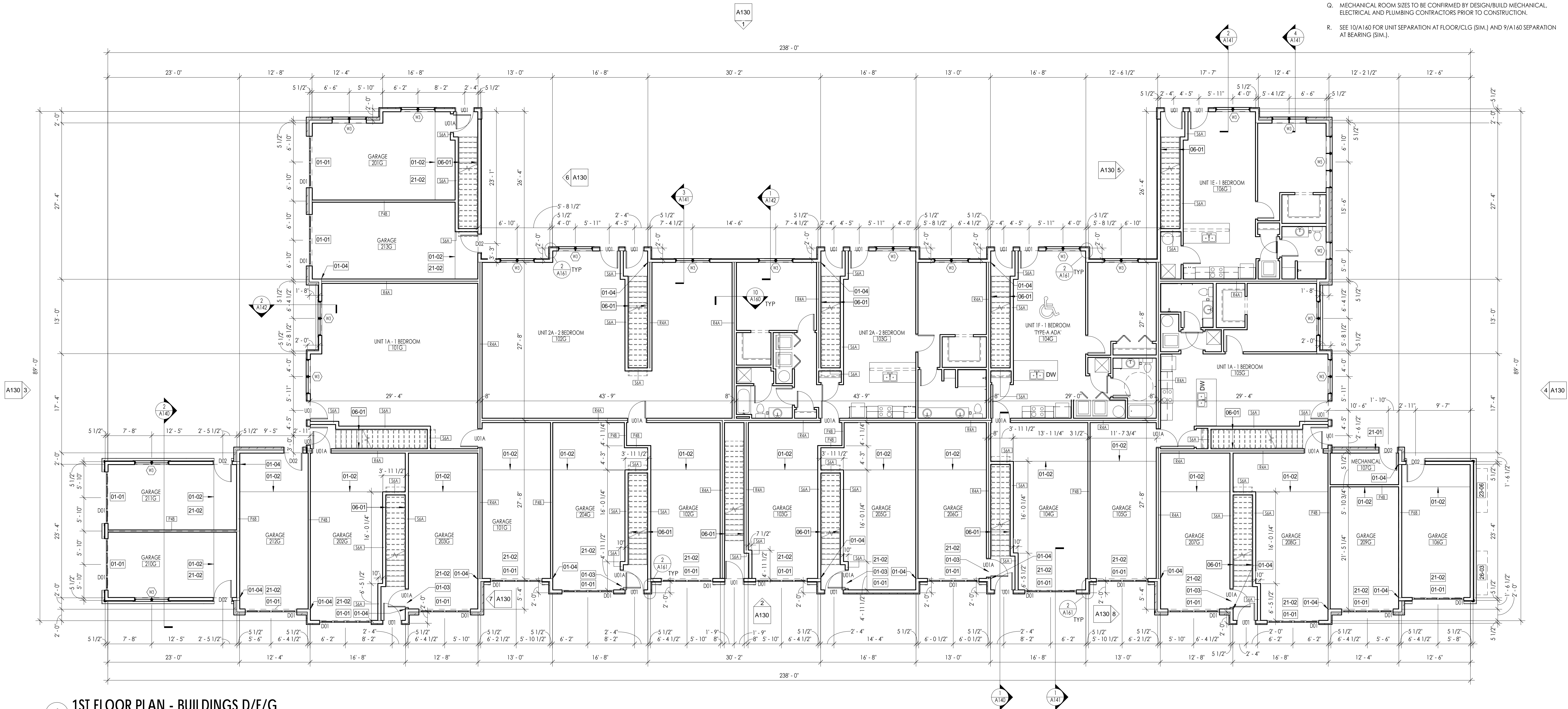
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

SHEET

1ST FLOOR PLAN - D/F/G

A101



1 1ST FLOOR PLAN - BUILDINGS D/F/G
SCALE: 1/8" = 1'-0"

SHEET REFERENCE NOTES

- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A002 FOR DOOR TYPES
- C. REFER TO SHEET A003/A003A FOR WALL TYPES
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KEYNOTES - PER SHEET

09-01 | ALIGN FACE OF GWB

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- F. ALL EXTERIOR WALLS ARE UL1356 (1-HR RATED). SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- G. UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
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PROJECT MANAGER

PROJECT NUMBER ISP-15-780

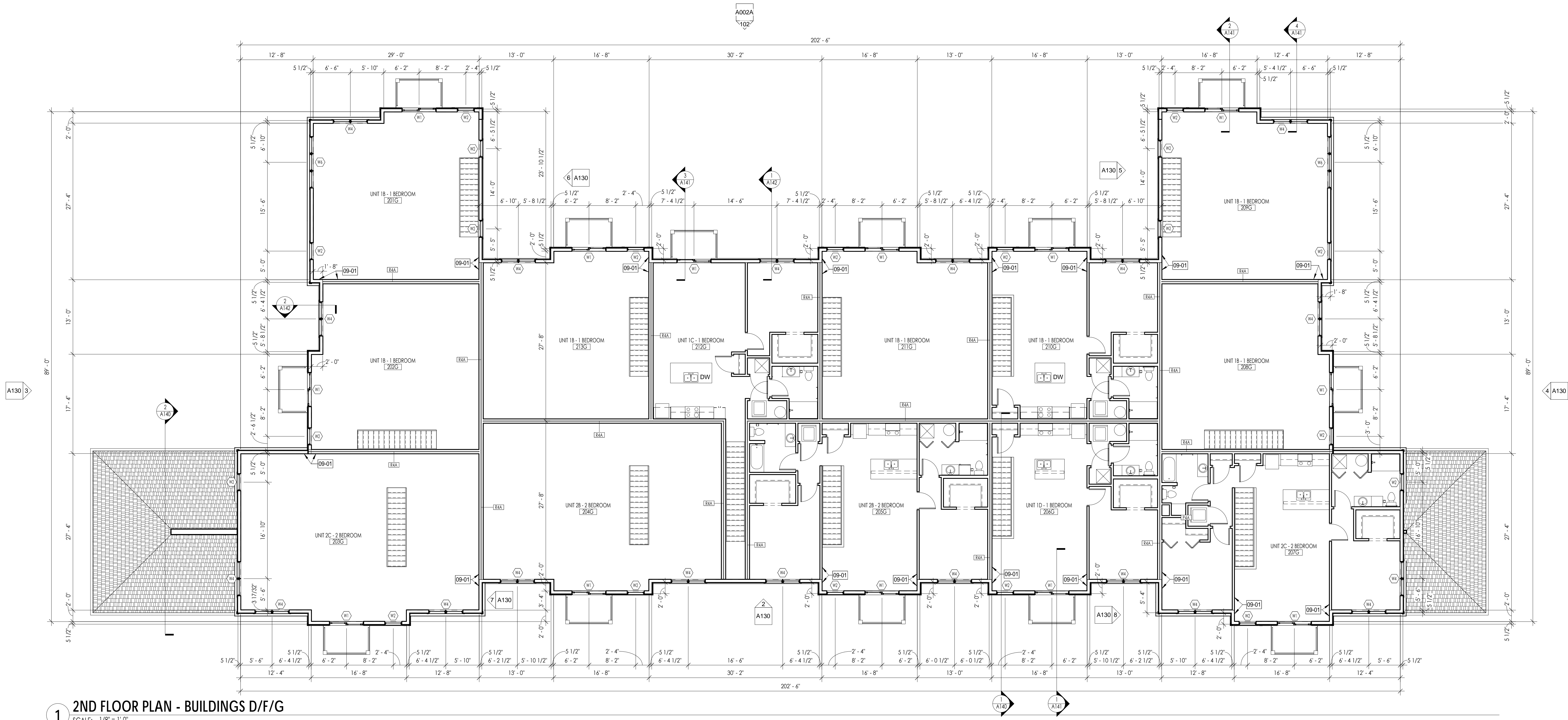
ISSUED FOR MUNICIPAL REVIEW

DATE JULY 6, 2018

SHEET

2ND FLOOR PLAN - D/F/G

A102



1 2ND FLOOR PLAN - BUILDINGS D/F/G
SCALE: 1/8"=1'-0"

- SHEET REFERENCE NOTES
- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A002 FOR DOOR TYPES
- C. REFER TO SHEET A003/A003A FOR WALL TYPES
- D. REFER TO SHEET A004 FOR PROJECT FINISHES
- E. REFER TO SHEET A004 FOR PLUMBING FIXTURE SCHEDULE
- F. REFER TO SHEET A004 FOR EQUIPMENT AND FURNISHING SCHEDULE

KEYNOTES - PER SHEET	
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01-02	T.O. SLAB AT BACK OF GARAGE THRESHOLD IS 100'-0"
01-03	T.O. SLAB AT GARAGE THRESHOLD IS 100'-0" - FEATHER FLOOR SLAB TO PITCH GARAGE SLAB ELEVATION AT 2% SLOPE.
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06-01	STAIR HANDRAIL & SUPPORT BRACKET (SEE 7/A171 & 8/A171)
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GENERAL PLAN NOTES

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- E. IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- F. ALL EXTERIOR WALLS ARE UL U36 (1-HR RATED), SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- G. UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
- H. SEAL ALL PENETRATIONS IN DRYWALL MEMBRANE BETWEEN UNITS, ON BOTH SIDES, AND FLOORS W/ ACOUSTICAL SEALANT. TYPICAL PENETRATIONS INCLUDE ELECTRICAL BOXES, LIGHT SWITCHES, EXHAUST VENTS, LIGHT FIXTURES, DRYER VENTS, ETC.
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- Q. MECHANICAL ROOM SIZES TO BE CONFIRMED BY DESIGN/BUILD MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTORS PRIOR TO CONSTRUCTION.
- R. SEE 10/A160 FOR UNIT SEPARATION AT FLOOR/CLG (S.M.) AND 9/A160 SEPARATION AT BEARING (S.M.).



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CONSULTANTS

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BREEZE TERRACE
APARTMENTS
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OWNER



REVISIONS

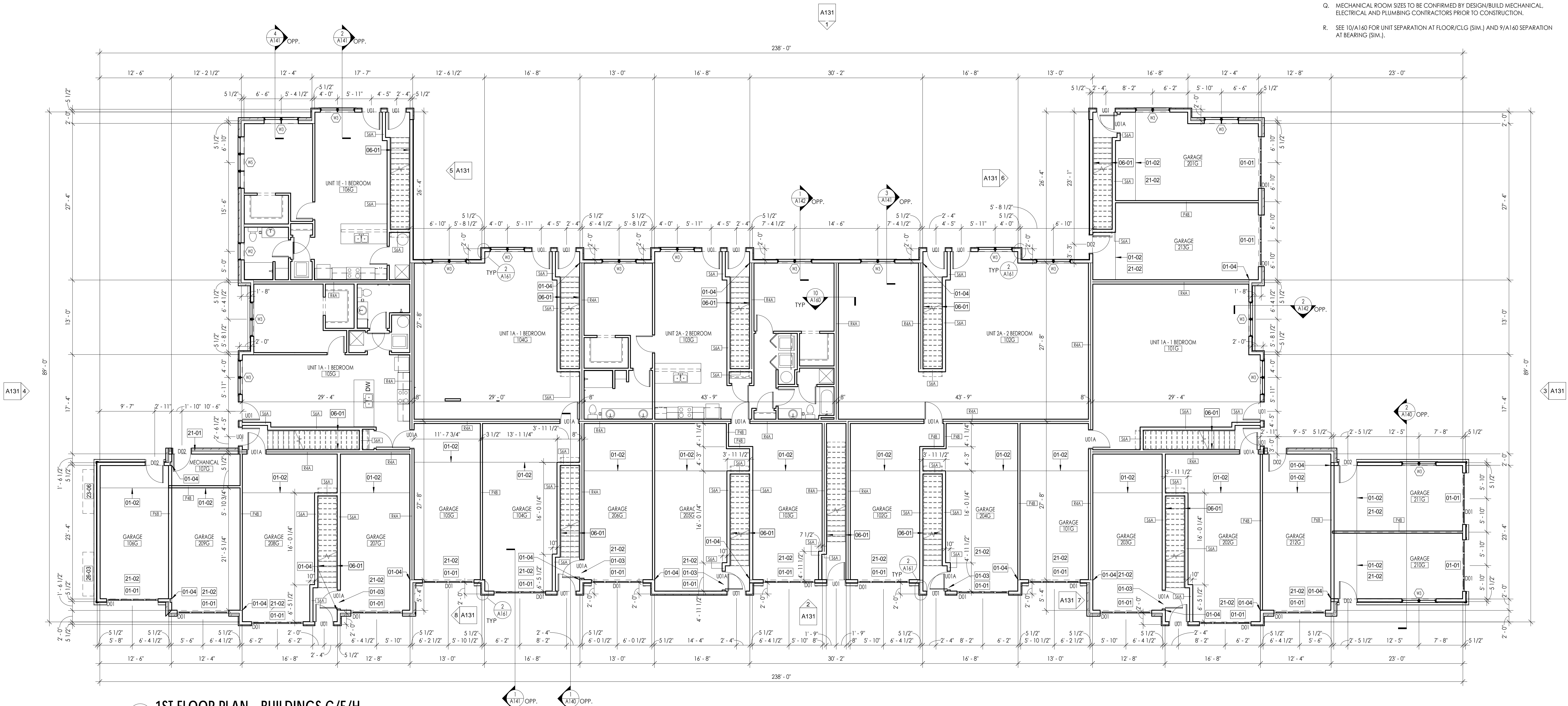
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

SHEET

1ST FLOOR PLAN - C/E/H

A104



SHEET REFERENCE NOTES

- A. REFER TO SHEET A001 FOR PROJECT SYMBOLS AND PROJECT NOTES
- B. REFER TO SHEET A002 FOR DOOR TYPES
- C. REFER TO SHEET A003/A003A FOR WALL TYPES
- D. REFER TO SHEET A004 FOR PROJECT FINISHES
- E. REFER TO SHEET A004 FOR PLUMBING FIXTURE SCHEDULE
- F. REFER TO SHEET A004 FOR EQUIPMENT AND FURNISHING SCHEDULE

KEYNOTES - PER SHEET

09-01 | ALIGN FACE OF GWB

GENERAL PLAN NOTES

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- F. ALL EXTERIOR WALLS ARE UL I356 (1-HR RATED). SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- G. UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
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PROJECT ARCHITECT SPS

PROJECT MANAGER

PROJECT NUMBER ISP-15-780

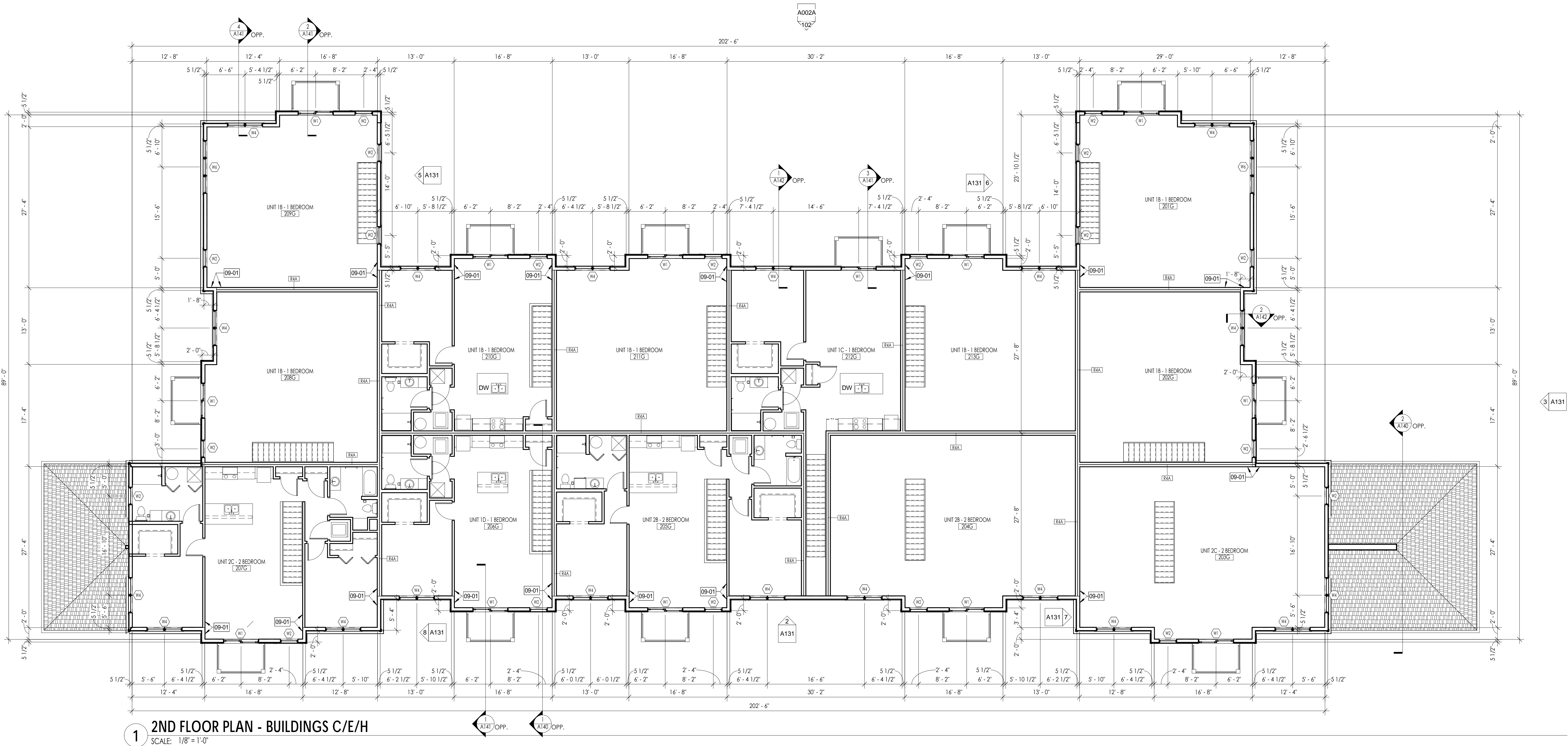
ISSUED FOR MUNICIPAL REVIEW

DATE JULY 6, 2018

SHEET

2ND FLOOR PLAN - C/E/H

A105







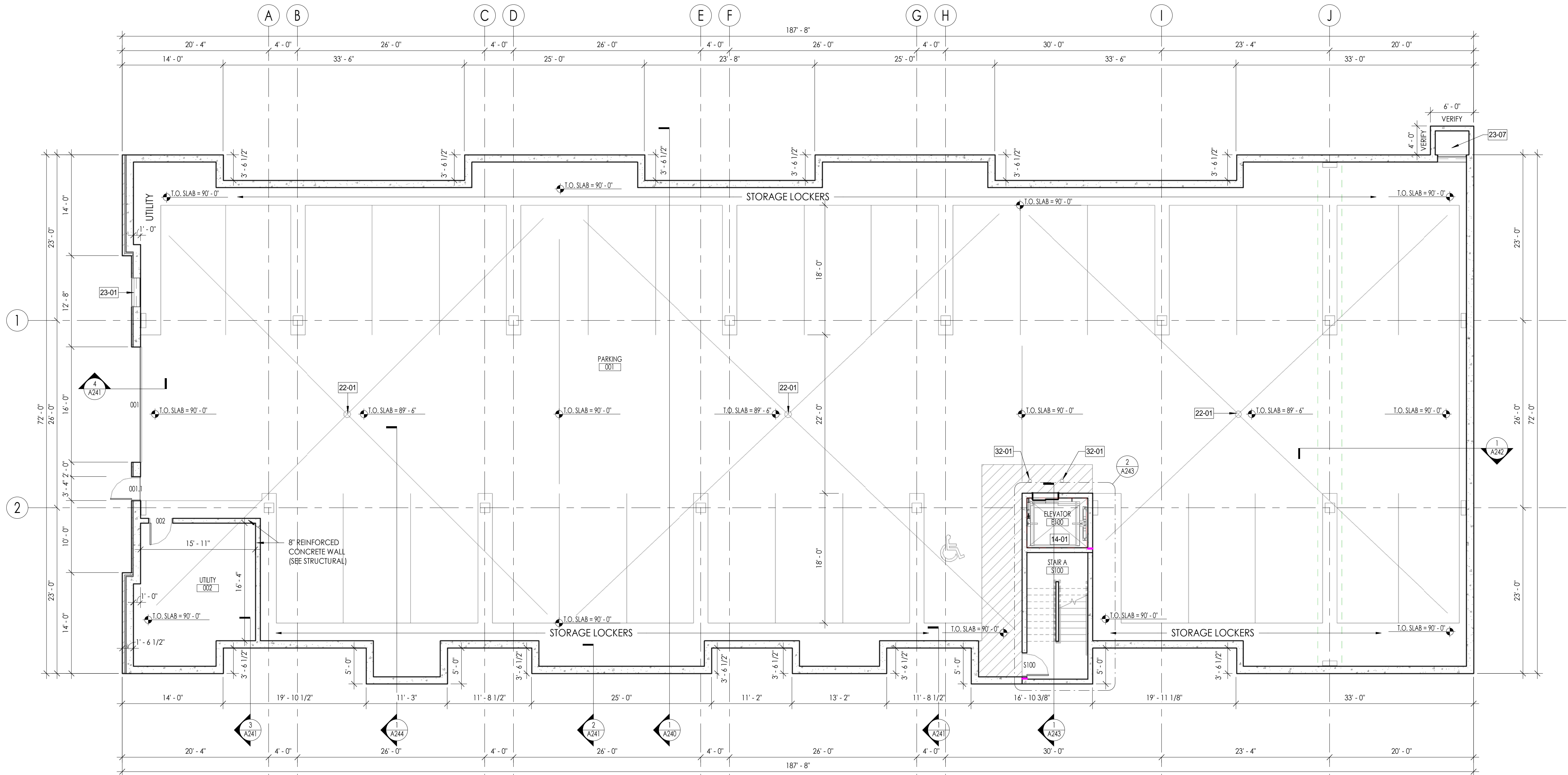








\\SPS-SERVER\CompanyFiles\Drawings\2015\Interstate Partners\780 Pleasant Prairie\municipal\18_0706 submittal3-story of municipal.v4



1 BASEMENT PLAN - BUILDING A
SCALE 1/8" = 1'-0"

KEYNOTES - FLOOR PLAN	
14-01	ELEVATOR SUMP (BY D/B PLUMBING CONTRACTOR)
22-01	DRAIN (BY D/B PLUMBING CONTRACTOR)
23-01	INTAKE VENT (VERIFY SIZE AND LOCATION WITH D/B MECHANICAL CONTRACTOR AND CIVIL GRADING PLAN)
23-07	EXHAUST VENT & AREA WELL (VERIFY SIZE/LOCATION W/ D/B MECHANICAL CONTRACTOR)
32-01	BOLLARD WITH YELLOW POLYETHYLENE SLEEVE

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PROJECT NUMBER	ISP-15-780
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SHEET

BASEMENT PLAN - BUILDING A

A200

\\SPS-SERVER\CompanyFiles\Drawings\2015\Interstate Partners\780_Pleasant Prairie\municipal\18_0706_submittal\3-story of municipal.rvt

KEYNOTES - FLOOR PLAN	
06-19	2X8 PREFINISHED COMPOSITE TRIM BOARD - CM13
09-01	ALIGN FACE OF GWB
10-01	MAILBOXES
22-01	DRAIN (BY D/B PLUMBING CONTRACTOR)



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- MECHANICAL ROOM SIZES TO BE CONFIRMED BY DESIGN/BUILD MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTORS PRIOR TO CONSTRUCTION.
- SEE 10/A160 FOR UNIT SEPARATION AT FLOOR/CLG (SIM.) AND 9/A160 SEPARATION AT BEARING (SIM.).

CONSULTANTS

PROJECT

Breeze Terrace
Apartments
Pleasant Prairie,
WI

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REVISIONS

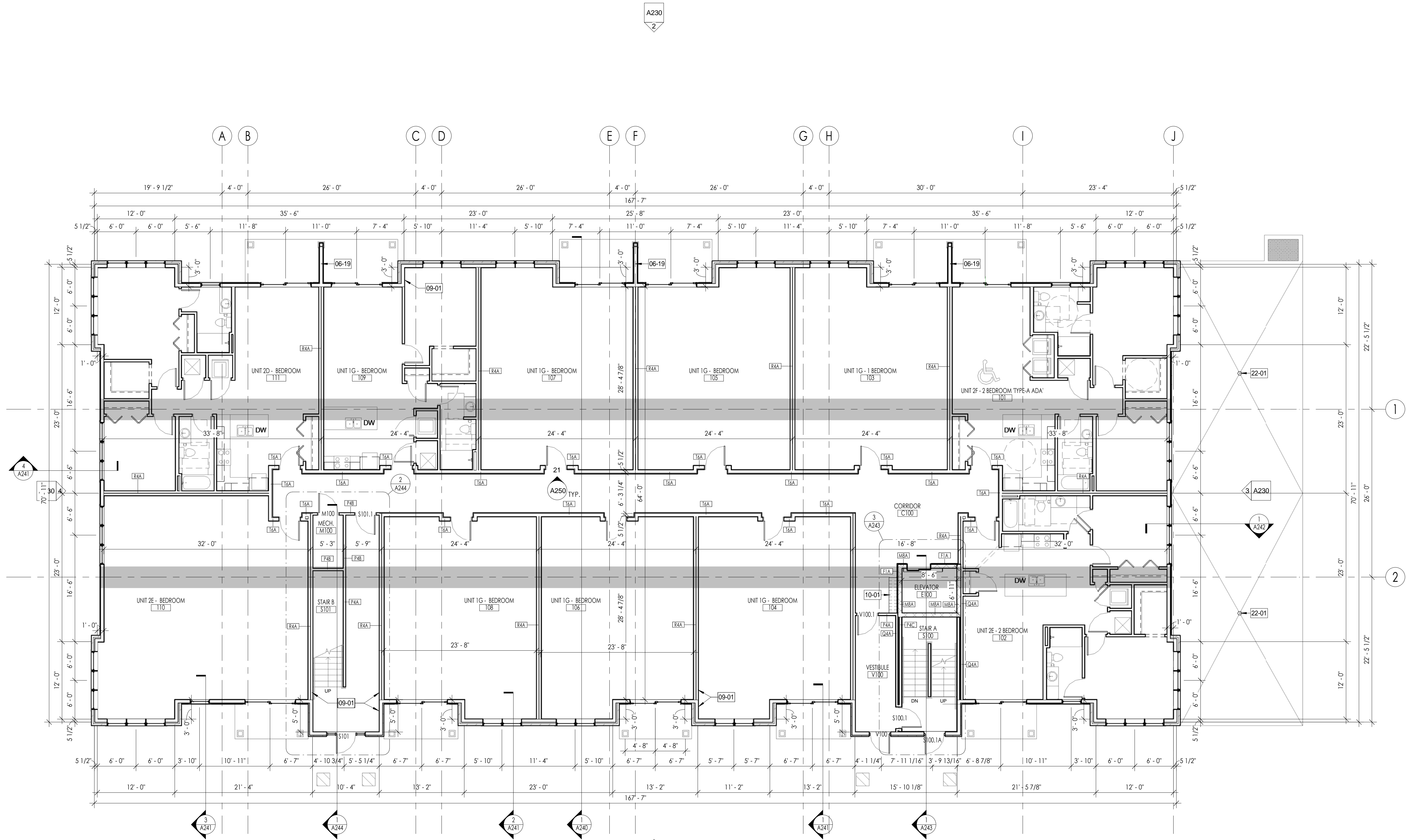
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

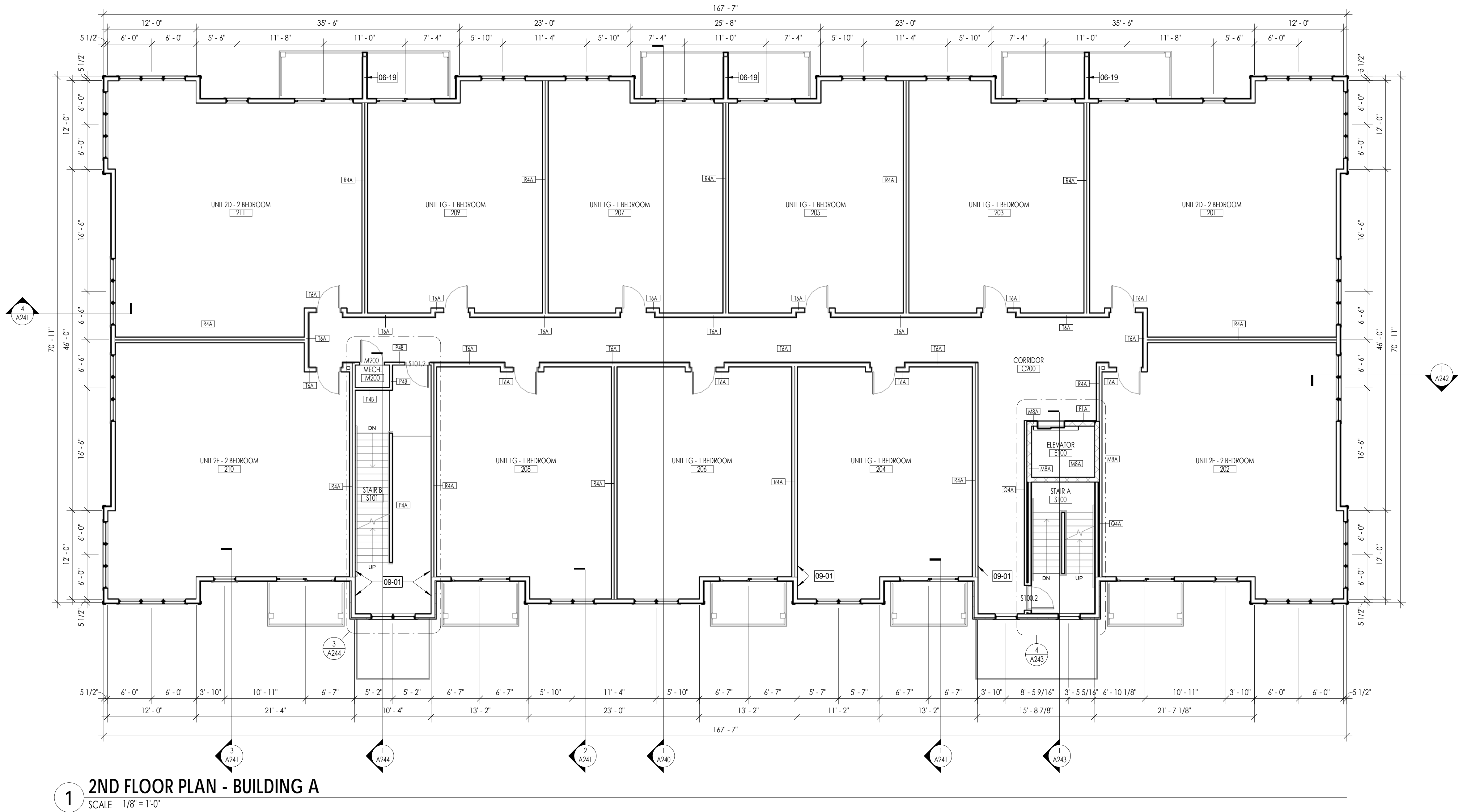
SHEET

FIRST FLOOR PLAN - BUILDING A

A201



\\SPS-SERVER\CompanyFiles\Drawings\2015\Interstate Partners\780 Pleasant Prairie\municipal\18_0706 submittal\3-story of municipal.rvt



1 2ND FLOOR PLAN - BUILDING A
SCALE 1/8" = 1'-0"

KEYNOTES - PER SHEET	
06-19	2X8 PREFINISHED COMPOSITE TRIM BOARD - CM13
09-01	ALIGN FACE OF GWB

GENERAL PLAN NOTES

- COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
- GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL PERMITS AND INSPECTIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
- DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS OR NOTES SHALL GOVERN. AND IF THERE ARE ANY MISSING DIMENSIONS OR DISCREPANCIES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONSULT THE ARCHITECT BEFORE PERFORMING ANY WORK IN QUESTION.
- THE NOTE 'ALIGN' WILL SUPERSEDE ANY DIMENSIONAL NOTE AND IF THERE IS A DISCREPANCY, THE CONTRACTOR SHOULD CONSULT THE ARCHITECT.
- IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- ALL EXTERIOR WALLS ARE UL U366 (1-HOUR RATED). SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
- SEAL ALL PENETRATIONS IN DRYWALL MEMBRANE BETWEEN UNITS, ON BOTH SIDES, AND FLOORS W/ ACOUSTICAL SEALANT. TYPICAL PENETRATIONS INCLUDE ELECTRICAL BOXES, LIGHT SWITCHES, EXHAUST VENTS, LIGHT FIXTURES, DRYER VENTS, ETC.
- PROVIDE FIRE RATED SEALANT AT ALL RATED PARTITIONS THAT ARE PENETRATED.
- ALL FIRST FLOOR UNITS SHALL COMPLY WITH WISCONSIN IBC CODE CHAPTER 10, APPLICABLE PROVISIONS OF ANSI 117.1, AND THE ACCESSIBILITY REQUIREMENTS OF THE FAIR HOUSING GUIDELINES. ALL FIRST FLOOR LIVING UNITS ARE TYPE 'B' UNITS EXCEPT WHERE INDICATED AS TYPE 'A' UNITS.
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- GENERAL CONTRACTOR TO VERIFY THE ROUGH OPENING REQUIREMENTS FOR ALL TUB/SOWER UNITS BEFORE CONSTRUCTION.
- GENERAL CONTRACTOR TO COORDINATE ALL APPLIANCE CLEARANCE/ REQUIREMENTS BEFORE WALL CONSTRUCTION.
- ALL WALLS ARE DIMENSIONED TO FACE OF STUD.
- REFER TO SHEET A002 & A004 FOR WINDOW, DOOR, FRAME, PLUMBING FIXTURE, FINISHES AND EQUIPMENT SCHEDULES.
- REFER TO SHEET A003 FOR WALL TYPES.
- MECHANICAL ROOM SIZES TO BE CONFIRMED BY DESIGN/BUILD MECHANICAL, ELECTRICAL AND PLUMBING CONTRACTORS PRIOR TO CONSTRUCTION.
- SEE 10/A160 FOR UNIT SEPARATION AT FLOOR/CLG (SIM.) AND 9/A160 SEPARATION AT BEARING (SIM.).



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Apartments
Pleasant Prairie,
WI

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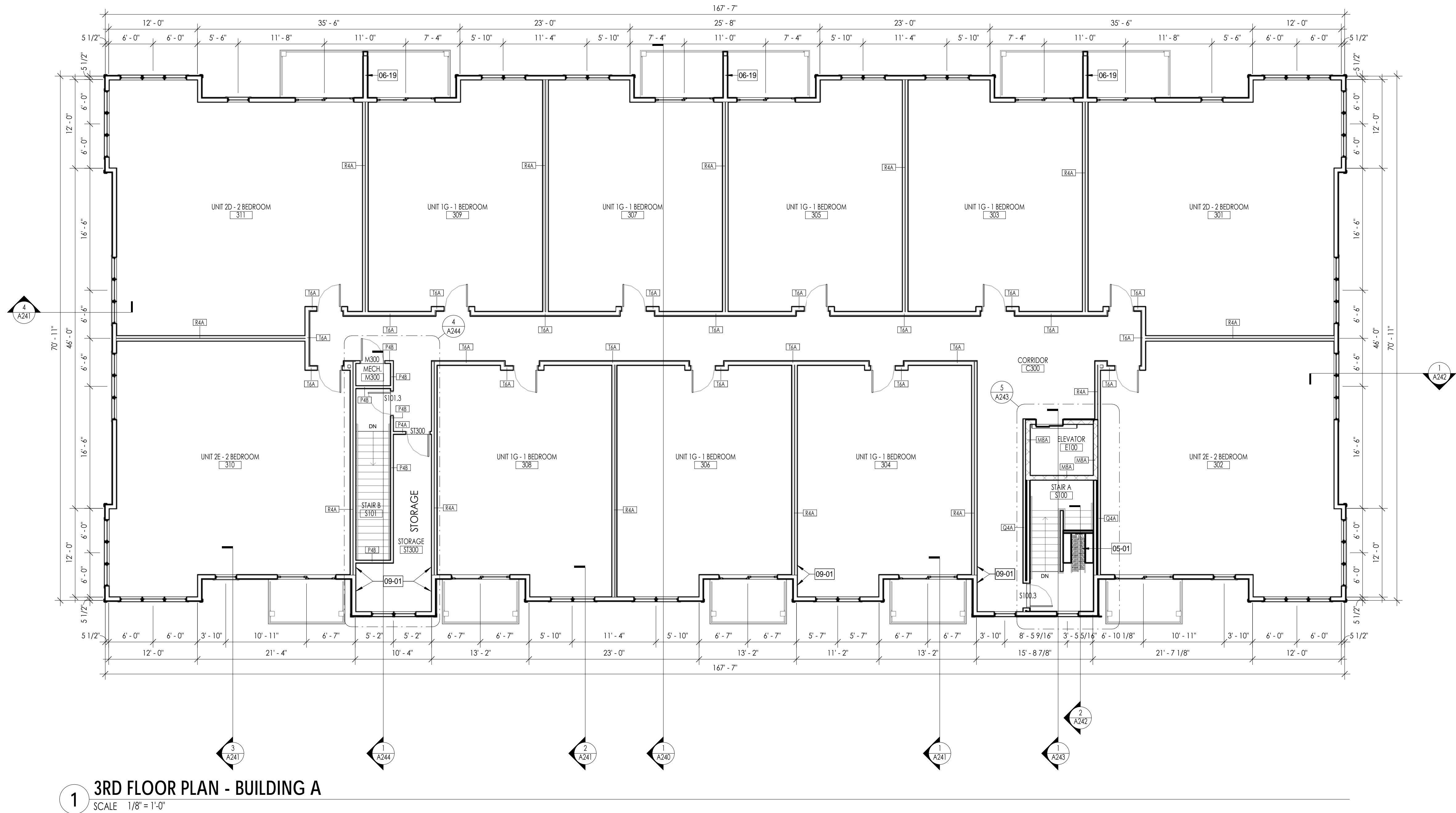
PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

SHEET

SECOND FLOOR PLAN - BUILDING A

A202

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1 3RD FLOOR PLAN - BUILDING A
SCALE 1/8" = 1'-0"

KEYNOTES - FLOOR PLAN	
05-01	ALTERNATING TREAD STAIR
06-19	2X8 PREFINISHED COMPOSITE TRIM BOARD - CM13
09-01	ALIGN FACE OF GW8

GENERAL PLAN NOTES

- COMPLY WITH CODES, LAWS, ORDINANCES, RULES OF AUTHORITIES HAVING JURISDICTION.
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- IF THERE ARE ANY CONFLICTS BETWEEN FLOOR PLAN AND INTERIOR DETAILS AND ELEVATIONS, GENERAL CONTRACTOR TO CONSULT THE ARCHITECT.
- ALL EXTERIOR WALLS ARE UL U356 (1-HOUR RATED). SEE UL FOR ADDITIONAL DETAILS. REFER TO SHEET A160 FOR EXTERIOR DETAILS.
- UNLESS NOTED OTHERWISE ALL UNIT WALL TYPES ARE TYPE 'P'.
- SEAL ALL PENETRATIONS IN DRYWALL MEMBRANE BETWEEN UNITS, ON BOTH SIDES, AND FLOORS W/ ACOUSTICAL SEALANT. TYPICAL PENETRATIONS INCLUDE ELECTRICAL BOXES, LIGHT SWITCHES, EXHAUST VENTS, LIGHT FIXTURES, DRYER VENTS, ETC.
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INFORMATION

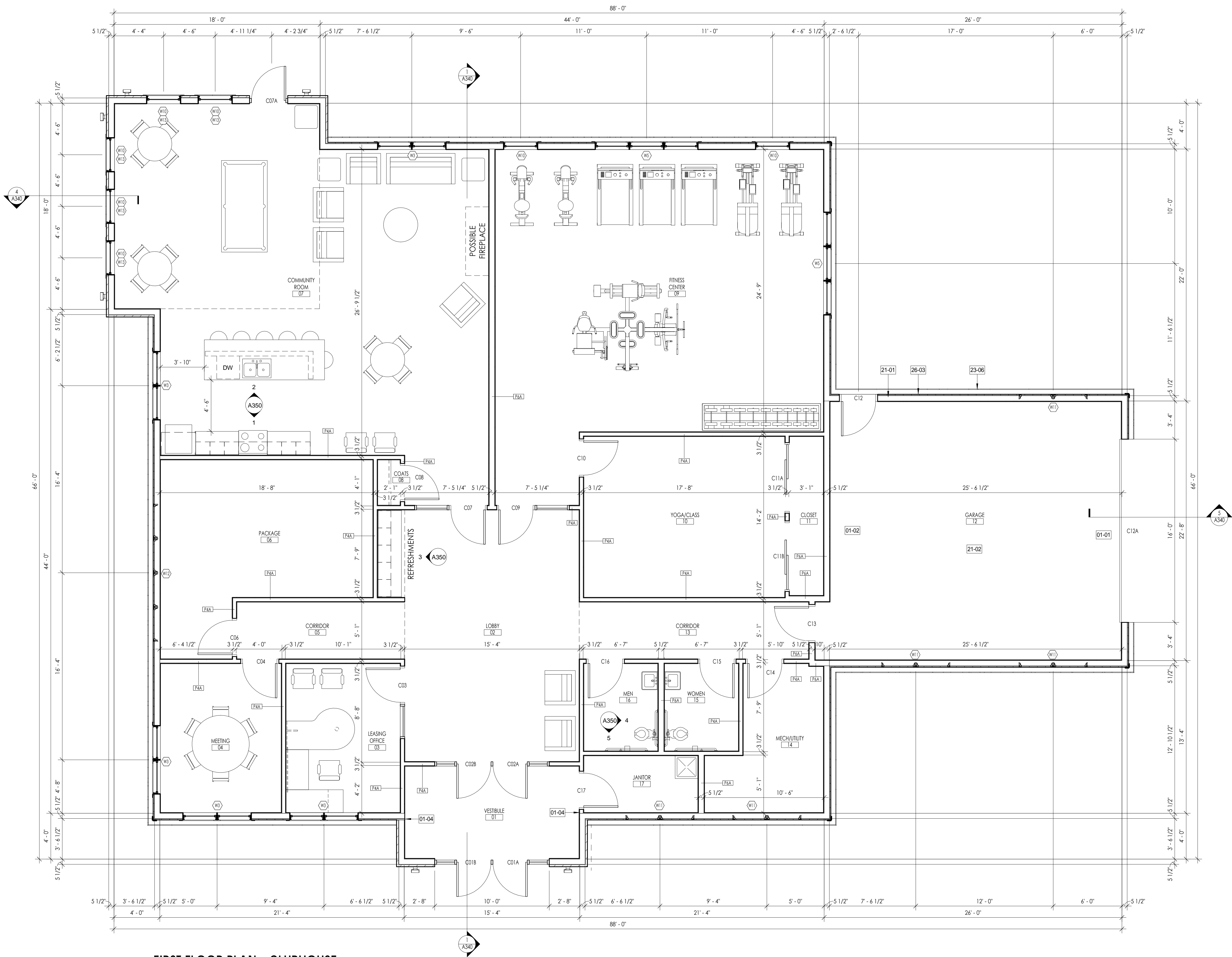
PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-15-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

SHEET

THIRD FLOOR PLAN - BUILDING A

A203





1 FIRST FLOOR PLAN - CLUBHOUSE
SCALE 1/4" = 1'-0"

KEYNOTES - PER SHEET	
01-01	T.O. SLAB AT GARAGE THRESHOLD IS 99'-11"
01-02	T.O. SLAB AT BACK OF GARAGE THRESHOLD IS 100'-0"
01-04	ALIGN FACE OF GYP BD
21-01	FIRE DEPARTMENT KNOX BOX (VERIFY LOCATION WITH FIRE MARSHALL)
21-02	DESIGN/BUILD FIRE PROTECTION CONTRACTOR TO PROVIDE DRY SYSTEM OR HEAT TAPE WRAP ON (UNHEATED GARAGE) SPRINKLER LINE AS REQUIRED
23-06	PROPOSED GAS METER LOCATION (BY DESIGN/BUILD MECHANICAL CONTRACTOR)
26-03	PROPOSED ELECTRIC METER LOCATION (BY DESIGN/BUILD ELECTRICAL CONTRACTOR) - ELECTRICAL CONTRACTOR TO NOTIFY ARCHITECT IF WALL NEEDS TO BE LARGER THAN 2X6 CONSTRUCTION

GENERAL PLAN NOTES

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CONSULTANTS

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OWNER



REVISIONS

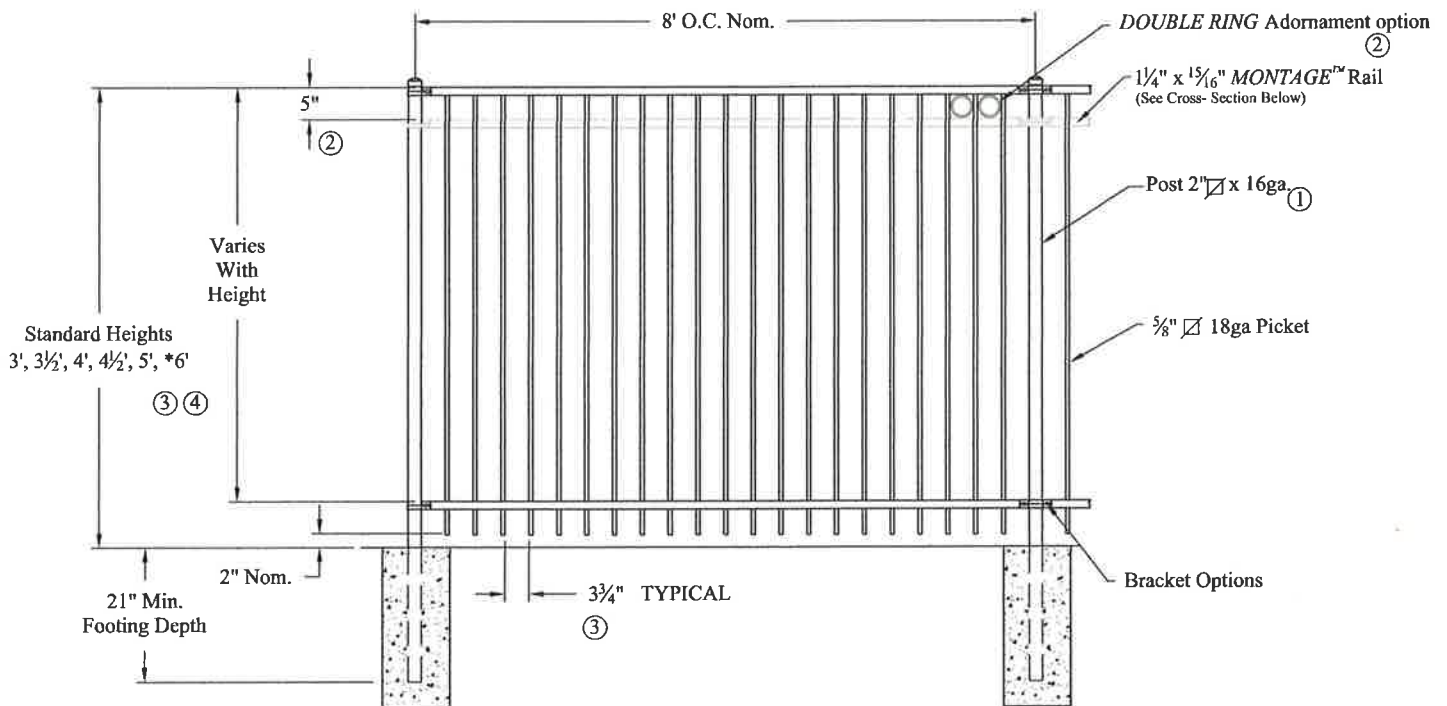
INFORMATION

PROJECT ARCHITECT	SPS
PROJECT MANAGER	
PROJECT NUMBER	ISP-50-780
ISSUED FOR	MUNICIPAL REVIEW
DATE	JULY 6, 2018

SHEET

FIRST FLOOR PLAN - CLUBHOUSE

A301

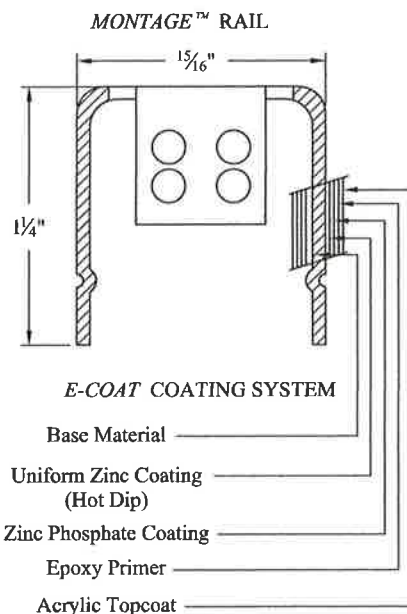


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE™* specifications for post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.
- 4.) Three rails required for 6' tall.

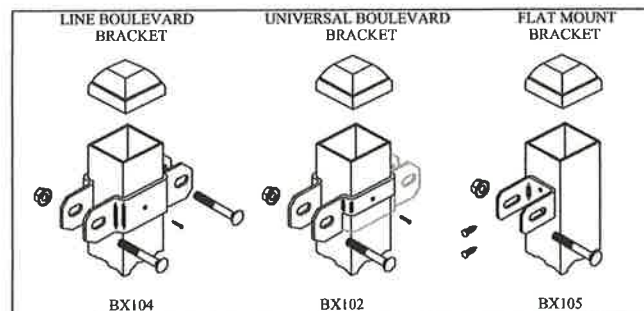
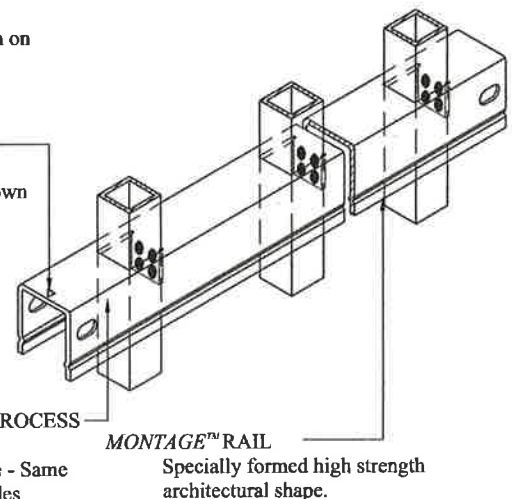
RAKING DIRECTIONAL ARROW

Welded panel can be raked 45° over 8' with arrow pointing down grade.



PROFUSION™ WELDING PROCESS

No exposed welds,
Good Neighbor profile - Same
appearance on both sides



RESIDENTIAL WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

RMISO

Title: **MONTAGE MAJESTIC 2/3-RAIL**

DR: CI SH .1 of 1 SCALE: DO NOT SCALE

CK: ME Date 7-19-11 REV: c



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Tulsa, OK 74116
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CLASSIC™

Timeless Elegance

Classic style features extended pickets that culminate to an arrow-pointed spear capture the beautiful look of old style wrought iron fencing. Single, double and arched walk gates that perfectly match this fence style are also available.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail



MAJESTIC™

Modern Beauty

← Breeze Terrace

Majestic's flush top rail projects a clean, streamlined look that make it one of the most popular styles in the Montage family. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' panels available with flush bottom rail only)



GENESIS™

Creatively Distinct

Genesis style's extended flat-topped pickets serve as a foundation for your choice of accent finials providing a customized design. Single, double and arched walk gates that perfectly match this fence style are available as well.

- ❖ 2-rail panels in 3', 3½', 4' and 5' heights, with a standard or flush bottom rail
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail

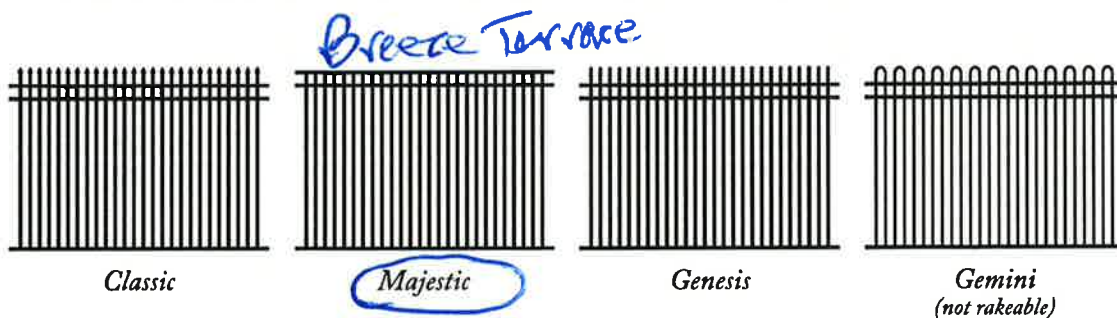
MONTAGE® POOL, PET & PLAY



Relax or Splash SAFELY & IN STYLE

Montage Pool, Pet & Play provides additional safety for pets and children with 3" airspace between pickets. The 3" airspace of the Montage Pool, Pet & Play gives these panels a more robust appearance, as well as increased panel strength due to the additional picket to rail connections.

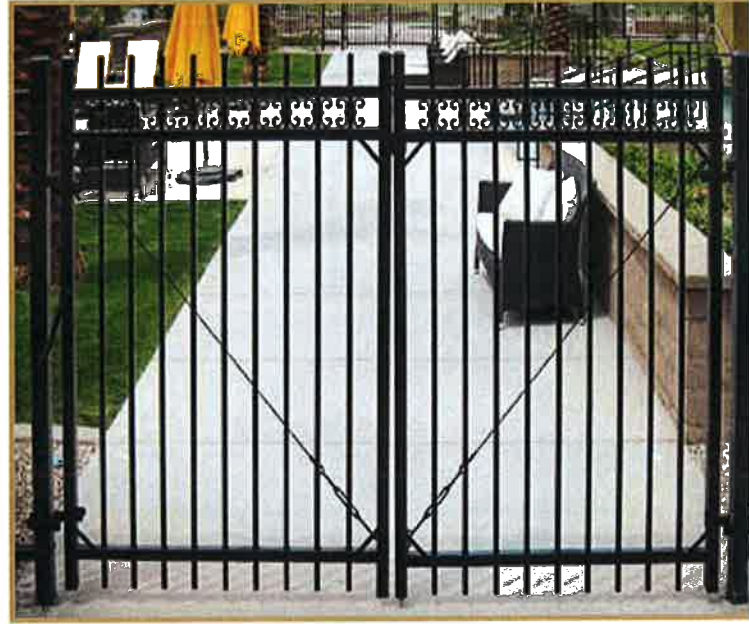
- ❖ 2-rail panels in 3', 3½' and 4' heights, with a standard or flush bottom rail (available in Majestic or Gemini only)
- ❖ 3-rail panels in 3', 3½', 4', 5' and 6' heights, with a standard or flush bottom rail (4½' Majestic panels available with flush bottom rail only)



AVAILABLE GATE SYSTEMS



Steel Estate Entry Gate



EXPERIENCE YOUR

Grand Entrance

For the perfect finishing touch to your project, Montage offers several gate options to compliment any installation. Montage's single arched swing gates, traditional single swing and double swing gates are crafted with fully welded construction for years of durability. Fabricated with the same components as the fence panel these Montage gates provide a seamless transition from ornamental fence to decorative gate. A variety of steel Estate® Entry Gates are also available to accent any entry.





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SPECIALTY APPLICATION
OTHER PRODUCTS

100% MADE IN THE USA



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Style No. & Family	Filler Gauge	Top & Bottom Gauge	Pullout Spacing	Fence Height	Roll Length	Roll Weight
2048-6-14 1/2	RB 14 1/2	11	6"	48"	165'	87
2360-6-14 1/2	RB 14 1/2	11	6"	60"	165'	101
2672-6-14 1/2	RB 14 1/2	11	6"	72"	165'	115

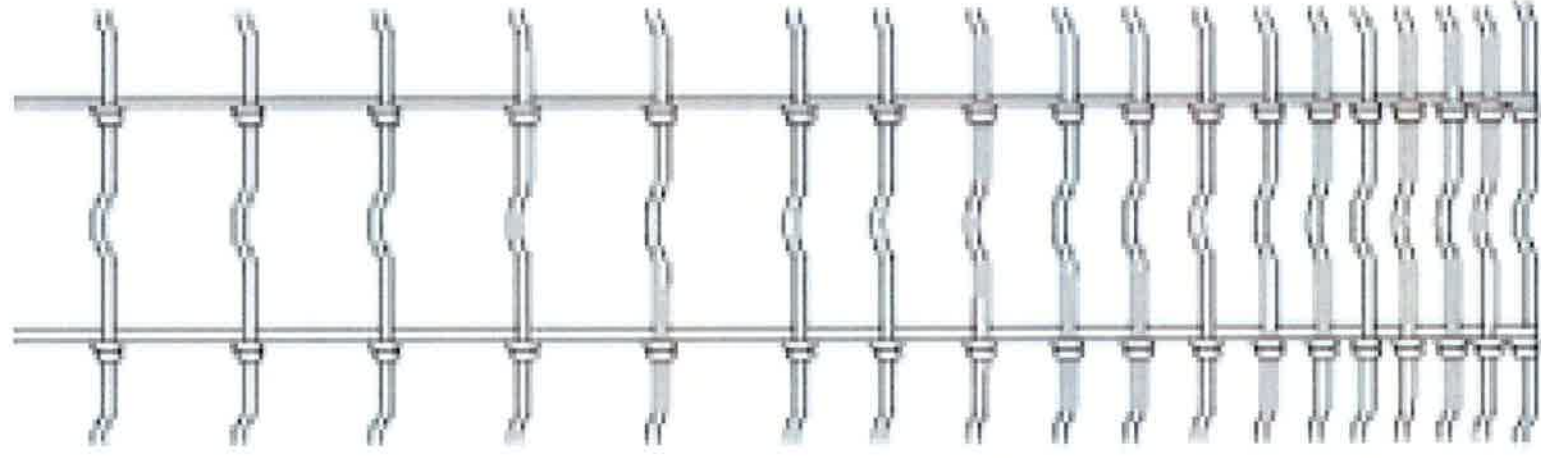
Deer & Wildlife Fence
Deer & Orchard
Resource # 70250



- Wildlife fence ensures that valuable herds and/or orchards are protected both inside and out
- All-terrain fencing is ideal for flat or rolling, hilly areas
- Deer & Orchard Fence uses the Monarch® Knot as a hinge under pressure, allowing the fence to spring back into shape
- Galvanized wire resists weathering as well as wear and tear



View Larger



4"

3 1/4"
down
to 1"