

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39<sup>th</sup> AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
JANUARY 30, 2012**

**AGENDA**

1. Call to Order.
2. Roll Call.
3. Correspondence.
4. Consider the Minutes of the January 9, 2012 Plan Commission meeting.
5. Citizen Comments.
6. New Business.
  - A. **PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #12-04 FOR A COMPREHENSIVE PLAN AMENDMENT** to amend a portion of the Barnes Creek Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, pursuant to Chapter 390 of the Village Code of Ordinances for the proposed development of a 46 unit, affordable, independent senior-only apartment complex proposed for the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
  - B. **PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue for a 46-unit affordable, independent senior-only apartment complex.
  - C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AND MAP AMENDMENTS** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue to amend the zoning map to remove the Planned Unit Development Overlay (PUD) District from the property and to delete the Springbrook Place Condominium Planned Unit Development in Chapter 420, Appendix C of Village Zoning Ordinance as a result of the proposed senior housing development.
  - D. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT** for the request of Jonah Hetland, agent for Bear Homes LLC to use the house located at 9466 Ashbury Lane in the Ashbury Creek Subdivision as a model home.
7. Adjourn.

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

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

**PLEASANT PRAIRIE PLAN COMMISSION MEETING  
VILLAGE HALL AUDITORIUM  
9915 39TH AVENUE  
PLEASANT PRAIRIE, WISCONSIN  
6:00 P.M.  
January 9, 2012**

A regular meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on January 9, 2012. Those in attendance were Thomas Terwall, Michael Serpe, Wayne Koessler; Andrea Rode (Alternate #2); John Braig; Jim Bandura; and Larry Zarletti. Donald Hackbarth and Judy Juliana (Alternate #1) were excused. Also in attendance were Michael Pollocoff, Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Zoning Administrator.

- 1. CALL TO ORDER.**
- 2. ROLL CALL.**
- 3. CORRESPONDENCE.**

Jean Werbie-Harris:

I have none this evening.

- 4. CONSIDER THE MINUTES OF THE DECEMBER 12, 2011 PLAN COMMISSION MEETING.**

Jim Bandura:

Move for approval.

Wayne Koessler:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY JIM BANDURA AND SECONDED BY WAYNE KOESSL TO APPROVE THE MINUTES OF THE DECEMBER 12, 2011 PLAN COMMISSION MEETING AS RECEIVED IN WRITTEN FORM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

## 5. CITIZEN COMMENTS

Tom Terwall:

If you're here for Items A through F on tonight's agenda, we would ask that you hold your comments until that item is taken up so we can include your comments as a part of the official record. However, if you're here for any other item or anything that's not on the agenda, now would be your opportunity to speak. We would ask you to step to the microphone and begin by giving us your name and address. Anybody wishing to speak under citizens' comments?

## 6. NEW BUSINESS

Wayne Koessler:

Mr. Chairman, Items A through D are related to the same subject.

Tom Terwall:

That's correct.

Wayne Koessler:

Can we take them all at one time and have separate votes?

Tom Terwall:

If you make a motion we can do that.

Wayne Koessler:

I will so make a motion.

Larry Zarletti:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY LARRY ZARLETTI TO COMBINE ITEMS A THROUGH D FOR THE PURPOSES OF DISCUSSION, BUT WE'LL TAKE SEPARATE VOTES ON THOSE FOUR ITEMS. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

- A. PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #12-01 FOR SEVERAL COMPREHENSIVE PLAN AMENDMENTS for the development of the Lynch Chevrolet dealership at 10901 75th Street: 1) to amend a portion of the River View Neighborhood Plan by changing the east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the future single family lots to part of the adjacent commercial development parcel (currently being developed as Lynch Chevrolet); and 2) to amend the 2035 Comprehensive Land Use Plan Map 9.9 and update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include the following amendment: to change the Low Density Residential Land Use designation on the east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision to the Commercial Land Use designation and to remove the Urban Reserve designation on Tax Parcel Numbers 91-4-122-071-0020; 91-4-122-071-0025 and 91-4-122-071-0030 owned by Lynch Ventures, LLC.**
- B. Consider approval of a Certified Survey Map for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75th Street and the vacant lots (east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75th Street (recently purchased by Lynch Ventures, LLC).**
- C. Consider approval of a Final Site and Operational Plans for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75th Street and the vacant lots (east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75th Street (recently purchased by Lynch Ventures, LLC) for the development of Lynch Chevrolet dealership.**
- D. PUBLIC HEARING AND CONSIDERATION OF ZONING TEXT AND MAP AMENDMENTS for the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures LLC, owners of the properties located at 10901 75th Street and the vacant lots (east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision) located directly south of 10901 75th Street (recently purchased by Lynch Ventures, LLC) to rezone the property located at 10901 75th Street from B-2, Community Business District and to rezone east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the R-4, Urban Single Family Residential District to the B-**

**2, Community Business District with a Planned Unit Development Overlay (PUD) District and to create the specific PUD District zoning regulations for the Lynch Chevrolet development.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, we have a public hearing for the first item and Item D as well, but I will read all four items, and we'll just hold one public hearing to entertain all of the items at the same time. The first is public hearing and consideration of the Plan commission Resolution 12-01 for several comprehensive plan amendments for the development of the Lynch Chevrolet dealership at 10901 75<sup>th</sup> Street: 1) to amend a portion of the River View Neighborhood Plan by changing the east 33.94 feet of Lot 3 of Block 8 of the Chateau Eau Plaines Subdivision and Lots 4-8 of Block 8 of the Chateau Eau Plaines Subdivision from the future single family lot designation to incorporated as part of the adjacent commercial development parcel known as the Lynch Chevrolet Development. 2) to amend the 2035 Comprehensive Land Use Plan Map 9.9 and update Appendix 10-3 of the Village's 2035 Comprehensive Plan to include the following amendment: to change the low density residential land use designation on that same referenced property to the commercial land use designation and to remove the urban reserve designation on Tax Parcel Numbers -071-0020; -071-0025 and -071-0030 owned by Lynch Ventures, LLC.

The next item on the agenda is to approve a certified survey map at the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures, owners of the properties at 10901 75<sup>th</sup> Street, and this is actually to combine and to incorporate as one parcel or one lot all of the vacant lots south of their original proposed development as well as their current site that we have talked about at our last Plan Commission meeting.

The third item is the final site and operational plans, again, at the request of Kurt Petrie, President of Lynch Motor Vehicle Group, agent on behalf of Lynch Ventures, LLC. Again, their properties will be at 10901 75<sup>th</sup> Street, and this is for the development of the Lynch Chevrolet Dealership.

And, finally, a public hearing and consideration of the zoning text and map amendments, again, at the request of Kurt Petrie, President of Lynch Motor Vehicle Group. Specifically, what they're looking to do is to rezone the referenced property, the main property as well as the recent acquisition of parcels, from B-2, Community Business District, and place a PUD overlay on top of all of the commercial area. And then the area that is south of the lots that they recently acquired those will be rezoned from the R-4, Urban Single Family Residential District to the B-2, Community Business District.

So with that I'd like to read some background information and then talk about the four requests we have before us this evening. Again, these items are all related, and we'll be discussing them once, and we'll have separate action on each of the items. With respect to the background information, Lynch Motor Vehicle Group, owners of the property, is based in Burlington, Wisconsin. They operate several vehicle dealerships in Wisconsin and Illinois. Lynch has entered into an agreement with General Motors to open a new Chevrolet Dealership strategically located on State Trunk Highway 50 on the corridor just adjacent to I-94.

Requirements imposed by GM include implementation of the corporate-wide branding, site plan stall counts, signage and building materials. The initial time restrictions imposed by GM pertaining to the open for business would not allow for completion of the new dealership building complying with all of GM standards originally at the Pleasant Prairie location. So in response Lynch has temporarily opened a dealership at 7650 75<sup>th</sup> Street that's in the City of Kenosha. The intent that the temporary location will remain in service until occupancy is granted at the new Pleasant Prairie site at 10901 75<sup>th</sup> Street. The facility is proposed to be open at the end of summer 2012.

The proposed developed would be on approximately 8.3 acres. This includes the additional 2.1 acres of land that is just south of the property that they just recently acquired. This land will serve as a sales center for the new and used automobiles and for an auto repair and maintenance facility for Lynch Chevrolet. Vehicle inventory will mostly be suited outdoors along the north and east sides of the proposed 31,000 square foot building with a 5,000 square foot indoor showroom located on the north side of the proposed building. Repair and maintenance functions will be within approximately 16,500 square foot service area located on the south side of the building. The east side of the service area will allow for service check and functions, quick lube bays and a car wash. The west side of the service area will serve maintenance and repair functions and vehicle detailing.

Customer parking is located along the edges of the building at the customer entrances. Employee parking will be located along the south property line. The anticipated hours of operation for the facility are Monday through Friday, 7 a.m. to 9:00 p.m.; Saturday 7:30 a.m. to 5:00 p.m. and closed on Sunday. The anticipated startup and total number of employees is 35 full-time and 5 part-time employees.

As you know, this matter was before the Plan Commission last fall, and there were some previous approvals that were granted by the Plan Commission as well as by the Village Board. On September 19, 2011, the Board conditionally approved a conceptual plan for the phase development of this project. As a reminder, Phase 1 includes the development of the building, the onsite retention basin, temporary access to State Highway 50, and 218 vehicle inventory parking spaces. Four spaces will be removed when the required emergency access is installed at the northwest corner of the site that leads to the western properties.

Phase 2 is the ultimate plan for the site. Phase 2 changes include removing the temporary access to Highway 50, installing the permanent access to the future 109<sup>th</sup> Avenue, and an emergency cross-access easement to the west, removing the onsite retention basin and diverting storm water to a proposed future regional basin within the Chateau Eau Plaines area, and adding 54 vehicle inventory spaces as well as reducing 4 spaces for that emergency access to the west. In addition, due to the recent purchase of lots to the south, another private gated access will be provided to the future 77<sup>th</sup> Street to the south. And this will be a paved access to the south. It's intended to be gated as more of a security issue and matter for the dealership.

On September 26, 2011, the Commission also approved a conditional use permit to develop the three properties which have now been combined as one to operate the sales center for used and new automobiles as well as the automotive repair and maintenance facility. There were conditions of that conditional use permit and they're included within the document.

They also received a preliminary site and operational plan approval from the Plan Commission last fall, and this was to allow for the installation of the erosion control and sediment controls and to begin mass grading on the site, as well as to do some storm water management work on the site. The final site and operational plan this evening now addresses all of the concerns with respect to the entire site and the building. And, again, now as part of their recent acquisition includes the additional lots that they acquired from the Chateau Eau Plaines Subdivision to the south.

The final approvals requested this evening, the first of which is the Village's Comprehensive Plan Amendments and, again, this is to amend a portion of the River View Neighborhood Plan, and this is to change those specific areas as shown on the overhead in the aqua blue color to identify these specific areas not as future single family lots but rather to be a part of the adjacent commercial development known as the Lynch Chevrolet Development.

Secondly, to amend the 2035 Comprehensive Plan, the map, and to update the appendix. And this is to change that low density residential land use classification on the map and put it into the commercial land use designation, again, because it's all part of that same commercial development. The urban reserve designation is also being removed on the Tax Parcel Numbers 91-4-122-071-0020; -071-0025 and -071-0030. Again, the commercial area originally along Highway 50 had an urban reserve so we're removing that as well in order to be in compliance with the Comprehensive Plan.

The second item is the certified survey map, and this is to combine the property at 10901 75<sup>th</sup> Street with the properties just recently acquired from AM Community Credit Union to the south in that Chateau Eau Plaines Subdivision. The CSM will also dedicated easements, it will also dedicate additional right of way for the future construction of 77<sup>th</sup> Street as well as 109<sup>th</sup> Avenue. And it also identifies a reservation area along Highway 50 that's possibly intended to be acquired by the Wisconsin Department of Transportation for the future widening of Highway 50.

The third item is the final site and operational plans for the dealership which, again, the comments and conditions are all part of the staff comments and as part of your packets. The fourth item is the zoning text and map amendments, and this is to rezone that property at 10901 75<sup>th</sup> Street from the B-2, Community Business District, and to rezone the areas that were just recently acquired and putting those into the B-2 District. And then there's a PUD, a Planned Unit Development Overlay, that's going to be placed over all of the properties.

Then number 5 is the digital security imaging system, the DSIS system and access easement. As you know, commercial developments of this type are required to have the site and installation inspection and operation of a DSIS system for security purposes. And that security system is a live look direct feedback to our police department. And in this case the developer, Lynch, is looking to install their own system, own and operate their own system, rather than having it be a Village owned or operated system. So we will have access or easement rights on the property, but they will own and operate the camera system. We will have live look, again, at the police station. And they have copies of the DSIS system agreement as well.

With respect to the Comprehensive Plan amendments, I'm not going to go into additional details again. I think it's pretty self-explanatory what we're looking to do here. As you can see on the slide, the single family residential lots that are in yellow marked with the red X those are the ones

that Lynch has just recently acquired from the AM Community Credit Union. They will be attached and incorporated as part of the Lynch Development site. That area now will be incorporated into their development. It will likely contain additional landscaping and berming. It's going to include an additional access road down to 77<sup>th</sup> Street, and possibly in the future it may include some additional parking for them. Since this is just a recent acquisition, they're looking to do the design plans and work any final details out with the staff with respect to that to incorporate into the site and operational plan.

And, again, in this situation with respect to the Comprehensive Land Use Plan amendment, we are removing that urban reserve designation that's in the commercial area that's shown on the Comprehensive Plan, because sewer, water, roadway, all infrastructure are going to be made available to this site for development. So as such that reserve designation is right to be removed from this property.

With respect to the certified survey map that they are proposing, as outlined in staff comments, again, there's a couple of areas that they are looking to dedicate for future right of way. There is a corner of 224 square feet at the very southeastern corner of their site with the future 109<sup>th</sup> Avenue extension from Highway 50. Because it curves and bends to the west we're going to need to have a slight dedication in order to construct that roadway or have the State construction the roadway.

In addition, we have a couple of other areas. We've got additional right of way along 77<sup>th</sup> Street for a future widening and construction of that road when the time comes. And then finally there's a reservation area along Highway 50 on that very east end of their property. The State is not sure if they're going to be needing it. They're in the process right now of the design work for the State Highway 50 reconstruction. So it's identified as a reservation that the State would need to acquire from them if, in fact, they need it for the widening of the highway.

The staff comments go into the different easements that are reflected on the certified survey map, the dedicated utility, access and maintenance easements. This would be for We Energies, AT&T and Time Warner Cable, whatever utilities that service the site. I'm not sure if we know exactly where those easements are to be located yet, but we do have dedication language, and we hope by the time the CSM gets recorded it's going to be reflected on that document.

Also we have the storm water drainage, retention basin, access and maintenance easement. While this is a private basin on their site, it's going to be located for a temporary time period until a regional storm water basin can be constructed in the Chateau Eau area. That being said, the Village now usually obtains storm water easements over these basins so that if the development fails to maintain these basins the Village has the right but not the obligation to go in and take care of the basins for the development, but it's at the development's cost. We prefer not to go in, but we do want the right to be able to do it in the event that something happens and it's not being properly maintained.

In addition, there are some storm sewer, access and maintenance easements on the site, and those easements are being provided to the Village as well. There's a vision triangle easement on the CSM, and this is to maintain a clear site of vision at the intersection of Highway 50 and the future 109<sup>th</sup> Avenue. Specifically, we just don't want any vehicular parking, signage, fencing, landscaping, shelters, anything like that that could obstruct the view between the two feet and ten



feet in those corners so that there's a clear view. This intersection of 109<sup>th</sup> Avenue and Highway 50 is proposed to be a future signalized intersection. So as a result we want to make sure that there's enough room there and there's good, clear vision. And then, finally, the dedicated emergency cross-access and maintenance easement is being provided, again, from the west through this property in the event that cross-access is needed and to provide access through the properties.

One of the other things I wanted to mention with respect to the certified survey map and the access is that Highway 50 is a restricted access highway. The Wisconsin Department of Transportation allowed Lynch to enter into an agreement with the Village to allow them to have temporary commercial access to Highway 50 until such time as 109<sup>th</sup> Avenue was constructed by the DOT. And at this time it's forecasted that it would be constructed in approximately 2016. So upon the completion of 109<sup>th</sup> Avenue Lynch's access from Highway 50 will be closed, and their new access then will come over to 109<sup>th</sup> Avenue.

Then the final thing I wanted to mention with respect to the certified survey map and dedications and so on and so forth is that there are some improvements that will need to be made at some point in the future to 77<sup>th</sup> Street. Again, it's a dedicated right of way but no public improvements were ever constructed. So the developer will be responsible for his fair share cost of the construction of the abutting 77<sup>th</sup> Street as a collector street, the sewer and water improvements in 109<sup>th</sup> Avenue to the east and any other off site regional retention facility improvements. Again, at some point the Chateau Eau Plaines area is going to develop, it's going to be a regional storm water basin, and at that time this basin on the Lynch property can go away once the storm water is diverted to the regional basin.

And then finally with respect to the final site and operational plans, again, all of the details with respect to the site and operational plans have been addressed. As you can see in the staff comments, and I'm going to let them speak to this as well, their architect is here, we've got building and design materials, site access, onsite parking details, parking lot, building lighting, public and private utilities, all of which I would like to introduce either Kurt Petrie or their architect to come up and kind of go into some of those details with you. We have not had a large commercial project like this in a while, and so we do have the samples, boards and things like that. And this is an impressive project for a dealership. And so we'd like to kind of take a look at that and present that to you as well.

One of the things I do want to mention before they come up is that detailed in the staff comments under public and private utilities, this is where we went into significant detail with respect to the facility is going to be serviced by municipal sewer and water. Prior to the installation of the gravity sewer main in 109<sup>th</sup> Avenue a private grinder pump will be installed at the southeast corner of the site, and a private force main will be installed within the future 109<sup>th</sup> Avenue right of way to connect the existing public sanitary force main located within the platted 77<sup>th</sup> Street.

Also, the facility will be serviced by municipal water. Municipal water will be extended from 104<sup>th</sup> Avenue within the platted 77<sup>th</sup> Street and then north on the proposed 109<sup>th</sup> Avenue. A special assessment hearing is proposed to be held by the Village Board this fall, actually this spring, in order to commence the construction later this spring. A temporary private storm sewer was installed adjacent to Highway 50 to divert storm water coming from the north side of Highway 50 and from the Highway 50 right of way. This temporary system diverts the storm

water along Highway 50 rather than through the site. This temporary system diverts the storm water along Highway 50. Approval and permits were obtained from the Wisconsin DOT prior to the work starting, and they hope that this work will all be done long before the Highway 50 project starts. But as part of the 50 reconstruction they will be re-examining and looking at all storm water issues in this area along Highway 50. The private storm sewer is considered temporary, again, until the DOT reconstructs the highway.

The Village will not support any agreements where the Village will be responsible for any costs associated with the installation or the maintenance or the removal of the temporary private storm sewer. So I assume that Lynch has worked some of these details out with the Wisconsin Department of Transportation or the DOT will be responsible for any new improvements or changes to the storm water along the highway. A storm water retention basin was installed. It will be installed at the southwest corner of the property to handle the storm water on the site. An easement is being provided to the Village. Again, the basin is proposed to be temporary. The owner will be responsible for any additional costs for this basin to be diverted to the regional basin when and if that happens.

A couple other final things with respect to the site. Open space prior to acquiring the additional land to the south, 34.3 percent of the site was proposed to remain in open space. That number has gone up because of the fact that they've got some additional green space area. And, again, they are looking to do some additional plantings and berming. And we haven't finalized this yet whether or not it's going to be tight to the development or if it's going to be a little bit further to the south. We're working on those details right now.

There's some references to the signage on the property. The submittal for the complete sign package hasn't gone through the staff review. That's typically done at the time of the permit review, but they know what the Village requirements are, and we've identified for them specific things with respect to signage that they can't do on the site. So those are set forth in the comments as well.

The last thing that I wanted to mention is that we wrote a planned unit development for this particular development. The specifics with respect to the modifications to the zoning ordinance include the following: The principal building is planning to exceed the 25,000 square foot minimum, the PUD will allow it to be that 31,000 square feet. The bright aluminum metal panels to be used within a portion of the architectural tower elements and along the front of the building will be allowed. The Chevrolet blue aluminum panels at the main entrance of the building will be allowed. The minimum onsite parking spaces are proposed to be reduced from 135 spaces to 101 spaces. The required 5 handicapped spaces will be required. The total square footage of the wall sign into the building may likely be increased from 250 square feet. I do need to talk to their architect and with the Lynch Group to determine if they needed to have a little bit larger square footage just because in addition to the Lynch name sometimes they have the lube and the customer service and some of those other detailed signage locations on the building. We just wanted to make sure that it doesn't exceed it and cause a problem for their signage.

And, finally, the DSIS agreement was sent to them last week. I'm not sure if they've had a great opportunity to read through the agreement. It follows along with the Village ordinance, and access easement was also drafted by myself, so they need to take a look at that as well. With that,

I'd like to open or continue the public hearing and introduce Patrick or Kurt Petrie or their architect to present some further details.

Kurt Petrie:

Hi, Kurt Petrie, 29633 Ketterhagen Road, Burlington. Mike from Stelling & Associates, our architect, is here if you'd like to start with him. Because of the holidays we did not receive the responses back until Friday afternoon, so I have some questions we need to go through on some of this stuff, too. And then Rich is here from JSD, our site engineer. So I don't know which way you'd want to start. It's up to you.

Tom Terwall:

Your call.

Kurt Petrie:

Do you want to go through some of the site things at all, or do you want me to go through my questions first?

Jean Werbie-Harris:

If there's anything they would like to add as part of the presentation why don't we have them do that first?

Rich Wagner:

Rich Wagner, JSD Professional Services, Kenosha and Waukesha, Wisconsin. One of the first comments I have is regarding the public street reservation along Highway 50. We've pulled out setback of the parking back to address the future possible 20 foot widening there. We've also pulled all the landscaping out of that area, but I'm very hesitant to call it a reserve because then that says the DOT has the right to take it without compensation. And that was one of the reasons that Trans 233 was revised a few years ago because it was illegal for the DOT to make certain setbacks that caused reservations without compensation. So we're willing to put a note on the certified survey map that's similar to the plans which says possible future widening, but I'm kind of hesitant to use the reservation language because it's more legal. So if there's no problem with that.

Mike Pollocoff:

As long as the Village is willing to pay Lynch because it would be the Village that would be paying for the right of way. So as part of our agreement with the State the Village has a responsibility to do the right of way acquisition.

Tom Terwall:

So you don't care about the semantics as long as there's a provision that – I mean I can understand where Rich is coming from then.

Mike Pollocoff:

Right. And I think Rich is saying that Lynch should be compensated with the right of way. And in saying that it's not that the DOT is going to buy it from them. He'd be agreeing to have the Village buy it from him.

Tom Terwall:

Okay, that will work.

Jean Werbie-Harris:

No, I guess I was not aware that the Village would be responsible for acquiring right of way on Highway 50 for the future widening.

Rich Wagner:

I guess all I'm referring to is it says subject to WISDOT acquisition and compensation of the land area. That's where I got my thought from.

Jean Werbie-Harris:

And I understand that.

Mike Pollocoff:

So as far as getting this whole project put together there was an agreement that was adopted between the Village, City of Kenosha and DOT, and as far as getting this project funded that was one of the issues is that the local governments would undertake the right of way acquisition as we are on 109<sup>th</sup>.

Rich Wagner:

So I guess that's the question then. You're saying that the DOT is not compensation, that the Village, you would have to agree to compensate, and you're saying that that was not your understanding.

Mike Pollocoff:

Well we sure haven't budgeted. Your understanding and reservation is correct.

Rich Wagner:

I guess what I'm saying is the actual acquisition, the other parts, the other dedications we make are really for the benefit of Lynch. This really benefits everybody by the fact that it's going to compensate a possible right turn lane there, so then I think Lynch – in a similar case with DOT Lynch would be looking for compensation because it's an improvement for more than just Lynch.

That right turn lane just doesn't accommodate Lynch. If it does happen it's going to be based on traffic counts for that entire area.

Mike Pollocoff:

The Village ordinance is under – in the development control ordinance requires that any CSMs or any additional right of way has to be acquired in development needs to be supplied by the developer as part of either the CSM or what have you. I think the reason we're recommending a reservation is because nobody really knows yet. And it could be you don't have anything. But I'm just telling the Plan Commission that if you agree to this you're agreeing to have the Village buy that.

Tom Terwall:

And that's not currently in the agreement? Is that your understanding?

Mike Pollocoff:

In currently what agreement?

Tom Terwall:

In the agreement that the Village has with Lynch.

Mike Pollocoff:

No, we don't have an agreement with Lynch. We just as far as that acquisition because there would be a reservation that would address that.

John Braig:

Can the Commission obligate the Village to buy it?

Mike Pollocoff:

No. This would show up at the Village Board meeting where we'd be advising the Village Board how much they would have to budget to buy right of way. So it's not a subject that goes by lightly. There's financial consequences associated with it, and I'm sure Lynch appreciates that because that's land that he's bought.

Jean Werbie-Harris:

So what Mike is saying is that the staff comments are conflicted with respect to the way it's written, is that the State agreement with the Village is that right of way needs to be acquired by the Village for the future project of the State. So the certified survey map should probably stay as a reservation or specifically as a dedication. The problem is we don't know if the State needs it yet for the future widening or for the future turn lane.

Mike Pollocoff:

I think if it was a matter of just adding a lane and running through it would be a State acquisition. But to the extent that there's going to be a right turn lane coming in, that that would be the mitigating factor. And we may be able between now and the Board meeting to come up with some language that would address that given it's an uncertainty for both sides.

Kurt Petrie:

We were under the understanding that it was a DOT transaction. And as you go around the site you start t our temporary driveway on Highway 50 that pretty much starts there and it's 20 feet deep all across the front. And then we have voluntarily given a site access or site easement on the corner. And then we come down on 109, and then when it gets to like where that grinder pump is, that red dot we've given up the corner there to make that corner come across. And then we're also being asked on the south side where we have the new lots from the Credit Union we're asked to give up seven feet there. I guess I can address it at once. The seven feet I would like to see a reservation, and then at the time of 77<sup>th</sup> being developed if they don't need it the reservation would be vacated. Because it's 66 feet now as collector. I don't see that thing going 80, but it may at that point. But we're willing to reserve it if that protects your rights. And at the time of 77<sup>th</sup> being built the reservation would be expired if you don't use it.

Jean Werbie-Harris:

Actually, we're designing it as a collector. It's being designed by our engineering department as a collector.

Kurt Petrie:

As an 80 footer?

Jean Werbie-Harris:

Yes, because it's going to – why don't you come up to the microphone, Mike.

Mike Spence:

Mike Spence, 9915 39<sup>th</sup> Avenue. The arterial is going to be – or it's a collector arterial, and it's going to be designed for an 80 foot right of way. The road itself isn't 80 feet. It's 49 feet back to back. But the additional right of way is needed for we're anticipating sidewalks and also a parkway and then room for utilities.

Kurt Petrie:

Okay, maybe we can package some of this stuff together. I can go through the whole list and see if we can come up with some consensus on it. We are granting immediately storm basin, water retention, access agreement, maintenance easement for the 30 foot storm sewer access and maintenance, and those are going to be deeded on the CSM. What I'd like to see is something that a process to change those and remove those after we go to the regional storm water retention

area. Right now they're there and we'd have to come through the whole process to get those taken off. So I'd like to see the Village put something in the language that when Lynch would satisfactorily hook up to the regional that those easements would be terminated or vacated.

Rich Wagner:

Especially from a standpoint that normally it would take a petition by the owner to get those easements vacated, that we would just ask that the Village would just take that on with us without Lynch having to go through the whole process of actually petitioning to vacate those.

Kurt Petrie:

Right, because it has that whole retention area off to the west, then it comes from our new driveway and it comes up all the way through the property. The other thing is we talked about the change of the public reservation. But on this 20 foot section that we're talking about on Highway 50, if we did something to the effect that we would take that property and use it for green space until let's say 2020, so change the public street reservation to a possible area acquisition, or now you want to say deed it to the Village as needed for that until 2020. Because if we put this reservation in as you're requesting right now it's going to stay there forever, and depending on who is on this Board or whatever Board we're never going to get it off. So I'm assuming that 2020 is a safe time for the DOT to say they're going to use that or not? I'm assuming that project is going to go forward.

Mike Pollocoff:

I think that's a fair assumption, but given public financing what it is there's always an opportunity to come up short. So I guess if there's a rubber band we can put on that if the State DOT extends that out for whatever reason that we could extend the reservation out a corresponding amount of time.

Kurt Petrie:

So can we word something after that road goes to three lanes that that reservation is vacated back to the ownership of Lynch or the property owner? I don't want to leave that thing out there forever. At seven bucks a square foot it's not a cheap date out there.

Mike Pollocoff:

I don't have any problems with that. I think that's acceptable.

Kurt Petrie:

We have no problem at all hooking up to the DSIS police station with our surveillance equipment. It's a great idea. I do have the easement agreement, and I don't want to put an easement on the property because it will go with the deed. And the easement agreement right now says the easement holder acknowledges and agrees that the landowner and its future owners will utilize the landowner's property for an automobile and truck retail sales and service facility commonly known as Lynch Dealerships. Then it goes on to say it goes on with succession of

ownership. So I'm putting a deed restriction on this thing saying it's always going to be a car store as a deed and in our name. And I'd be more than glad as a condition to completely participate with the DSIS system, but I really don't want this deed restriction on the property.

Whatever agreement we can do to follow along this without putting a deed restriction. Because right now my parcel is cut up completely and then I've got an overlaying thing saying that it has to be used as a car store, you have to do this with the deed no matter who owns it. And someone may come in and say I want to change the system. And the way it's laid out the system is completely and laid out. So that's something for consideration also.

Now, one thing I don't understand is on the assessments for 109<sup>th</sup> and 77<sup>th</sup> they're requesting that we put on the deed a waiver of notice. I believe the notice just tells us the assessment is coming. It doesn't give us any special rights, does it?

Mike Pollocoff:

Yes, it does. Waiver of notice of special assessment provides that the Village is providing you at some point before we get ready to start the project a notice of assessment that we're beginning the process, we're going to be conducting hearings, and that would be your opportunity to object to the assessment. So in a development agreement when we have the petition sign a waiver of notice of special assessment, that in essence let's the Village commence the project without having the uncertainty – after we've done the agreement that there's going to be some subsequent objector to the project. So you do have some vested rights.

Kurt Petrie:

We're waiving the right to object.

Mike Pollocoff:

Right, by signing that.

Kurt Petrie:

Which we have no problem. We don't want to object but we don't waive any rights. We still have the same proration that any other landowner would have on those?

Mike Pollocoff:

By law we have to treat everybody equally.

Rich Wagner:

But that's still the notice that would be given. It's just that they waive their right to object?

Mike Pollocoff:

No, they waive their rights to a notice. So you wouldn't get the notice.



Rich Wagner:

That's all the neighbors (inaudible).

Mike Pollocoff:

Yeah, you'll hear from everybody. We'll provide you with – you'll know ahead of time what the cost is.

Michael Serpe:

Tom, can I ask a question before we go any further. Are we ready to hear this tonight? It sounds like there's a lot of negotiation that needs to take place here between Lynch and the Village.

John Braig:

Good point.

Michael Serpe:

I don't know what we're agreeing to and what we're not. I don't know how many more questions you may have.

Kurt Petrie:

This is it.

Jean Werbie-Harris:

It's a big project.

Kurt Petrie:

The thing is I appreciate your time, but I don't want to come back again either. We didn't get the information until Friday, so if we can work through these few things, give them the latitude to do it. I don't want you to approve it and they say we can't change that because it was approved in this manner. I want to be up front with you as much as possible. So the thing we're looking for is to get the easements off when we go to the regional pond, to get away from the DSIS easement and just do as we're told and get the system up and running properly. And come to some terms that when 50 goes to six lane if they don't need that property we get it back.

Tom Terwall:

Okay, more from you yet?

Kurt Petrie:

No, I'm good. I don't want to get Mike upset.

Tom Terwall:

Just for review, we're taking Items A through D. So if you have any comments or questions on any of those four items, this is the public hearing, now would be your opportunity to speak. So please step to the microphone if there's anything you want to add or comment on. Seeing none I'm going to open it up to comments and questions from Commissioners and staff. And before I give it to you, Mike, is there an agreement between staff and the developer that the language that they're talking about can be resolved?

Jean Werbie-Harris:

I think we can resolve the language or reword some language with respect to the reservation area. With respect to the vacation area I can work on something with respect to that for the certified survey map which makes sense once the regional basin is in place that the onsite regional basement easements and related easements are vacated. That's not a problem. With respect to the access easement we cannot do that. That has to be in place. I can do some modifications with respect to say now commonly known as the Lynch Chevrolet Dealership, but every DSIS system in this Village has access easement rights given to the Village. So whether it's a Lynch Dealership or it's ABC Dealership 20 years from now, it has to have an access security system in place. Whether it's their system or a new system it doesn't matter. But it's a restrictive covenant binding on the property. It's a requirement. And we cannot remove it. It has to stay on the property.

—:

That's any new business?

Jean Werbie-Harris:

Every new business that falls within the confines of the ordinance.

John Braig:

Assuming that we will approve this, could we approve it subject to satisfactory resolution of these three items between staff and the appellant?

Jean Werbie-Harris:

Sure.

John Braig:

And if you can't reach an agreement then it's got to come back to us.

Jean Werbie-Harris:

Yeah, a couple of things do go to the Board such as the text amendments for the zoning, Comprehensive Plan, the CSM. So some of these will go onto the Village Board next week. But if we can't reach agreement to go onto the Village Board, yes, it could come back to either the Plan Commission or the Board.

Michael Serpe:

Just a couple minor little things. With reference to security, after hours is there any other security other than the cameras that are going to be onsite?

Kurt Petrie:

We hope not.

Michael Serpe:

The reason I'm asking, Kurt, you're not relying on the police department to supply your security?

Kurt Petrie:

No. What we're going to do is we're going to have one entrance, and on that we'll have a license plate locator that will tag every license plate. We're in a rural area there so anyone can jump through the field and take off. If we have issues, we'll wait for a few issues to happen, and then at that point we'll have to have security come in.

Michael Serpe:

Just one other minor little thing. Outside amplified loudspeaker system for notifications, that's going to be onsite I would imagine.

Kurt Petrie:

No, it will not be. There will be an in-the-building one that may go through an outside garage door but the tone would be low. If someone would complain we could stop that. But will cell phones we don't have any outside paging.

Tom Terwall:

Anything further? If not, then let's take these items one at a time. The first item is consideration of the Resolution 12-01. What's your pleasure?

Michael Serpe:

I'd move for approval.

John Braig:

Could we include subject to.

Michael Serpe:

Subject to successful resolution.

John Braig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JOHN BRAIG TO ADOPT RESOLUTION 12-01 WITH THE UNDERSTANDING THAT NEGOTIATIONS WILL CONTINUE BETWEEN STAFF AND THE DEVELOPER. AND IF THEY'RE NOT ABLE TO WORK SOMETHING OUT TO THEIR MUTUAL AGREEMENT IT WILL COME BACK TO US. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Then Item B is the CSM. We need a motion to recommend favorable approval.

Wayne Koessl:

Mr. Chairman, I would move that we approve the certified survey map subject to the comments and conditions of the Village staff report of January 9 and send a recommendation to the Village Board.

John Braig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JOHN BRAIG THEN TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD FOR THE CSM SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

Jean Werbie-Harris:

Mr. Chairman, in addition to the comments that were made tonight for this one.

Tom Terwall:

Yes, yes. Again, all in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Item C, final site and operational plan approval. We need a motion.

John Braig:

Move approval of the final site and operational plan, again, subject to the conditions as discussed earlier.

Larry Zarletti:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY LARRY ZARLETTI THEN TO APPROVE FINAL SITE AND OPERATIONAL PLANS SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM AND FURTHER ADDED TONIGHT. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Item D, zoning text and map amendments, we need a motion to recommend approval to the Village Board.

Larry Zarletti:

Mr. Chairman, I would so move also subject to the terms and conditions.

Michael Serpe:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY LARRY ZARLETTI AND SECONDED BY MIKE SERPE TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO APPROVE THE ZONING TEXT AND MAP AMENDMENTS SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Thank you.

**E. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLANS for the request of Edward Susmilch, DVM, for Prairie Side Veterinary Hospital to occupy 1,840 square feet of the Old Oaks Professional Building located at 9809 39th Avenue to provide veterinary services for cats and dogs.**

Tom Terwall:

That's been withdrawn, Peggy?

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, we received two emails, one from Edward Susmilch who is a veterinarian. Prairie Side Veterinary Hospital is withdrawing their request for a conditional use permit this evening. And then we also received an additional email from John Schmidtbauer from Kueny Architects that he received word that Prairie Side will not be pursuing a lease at the Old Oaks building at this time, and they're withdrawing the petition for the conditional use permit. They apologize for the inconvenience and the last minute notice. So we need a motion to withdraw this item from the agenda.

Larry Zarletti:

So moved, Mr. Chairman.

Wayne Koessl:

Second, Mr. Chairman.

Tom Terwall:

**IT'S BEEN MOVED BY LARRY ZARLETTI AND SECONDED BY WAYNE KOESSL TO WITHDRAW THE ITEM FOR CONDITIONAL SITE AND OPERATIONAL PLANS FOR THE PRAIRIE SIDE VETERINARY HOSPITAL. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**F. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT to amend Sections 420-137 B and 420-137 E of the Village Zoning Ordinance and related to Planned Unit Developments District requirements.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, we have before you a consideration for a zoning text amendment to Sections 420-137B and 420-137E of the Village zoning ordinance, and this is related to planned unit developments and the district requirements.

On December 12, 2011, the Plan Commission adopted Resolution #11-09 to initiate amendments to the Village zoning ordinance related to the PUD, planned unit development ordinance to allow such overlay district over the basic zoning district classification and to amend the minimum lot area for the PUD.

We've come into a number of situations now where based on the acreages we've wanted to do a planned unit development for a particular property, but because we have all these arbitrary acreages for the different size developments, it's just become more and more complicated. And so we felt that it should be up to the staff recommending to the Plan Commission and the Board to make the decision whether or not a PUD is appropriate, is acceptable, if there's community benefit. So we felt that in order to accommodate the uses coming into the Village we're not going to have minimum acreages proposed for the creation of a PUD in each of the districts. It will be evaluated on a case-by-case basis, and then recommendations will be made to the Plan Commission and the Board. With that, I'd like to continue the public hearing.

Tom Terwall:

Anybody wishing to speak in this matter? Anybody wishing to speak? Hearing none, I'll open it up to comments. Wayne?

Wayne Koessl:

Mr. Chairman, I think it's a good move. If there aren't any more comments, I'd move approval.

John Braig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY WAYNE KOESSL AND SECONDED BY JOHN BRAIG TO SEND A FAVORABLE RECOMMENDATION TO THE VILLAGE BOARD TO ADOPT THE ZONING TEXT AMENDMENTS AS INDICATED SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**G. Consider the request of Chad Navis, agent for Towne Lakeview LLC, owner of the property located at 9505 72nd Avenue for Site and Operational Plan approval for Teleflex to occupy 45,479 square feet of the Towne V Industrial Building for the manufacturing of surgical and medical instruments.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, this is a request of Chad Navis, agent for Towne Lakeview, LLC, owner of the property located at 9505 72<sup>nd</sup> Avenue for a site and operational plan approval for Teleflex to occupy 45,479 square feet of the Towne V industrial building for the manufacturing of surgical and medical instruments.

The petitioner is requesting site and operational plan approval for Teleflex for the Towne V industrial building to be located, again, at that southwest corner of 95<sup>th</sup> Street and Highway 31. This is to occupy 45,479 square feet. This is not the entire building. It's approximately two thirds of this building.

On July 11, 2011, the Plan Commission approved site and operational plans for the construction of the original 60,256 square foot speculative industrial building known at Towne V. Upon approval of the site and operational plans, permits were obtained and the building and the site



were constructed. The building shell was completed along with a majority of the site improvements. The one site improvement that was not completed was the landscaping. It was not completed prior to winter, however, the landscaping is anticipated to be installed in the spring. The property owner has provided a cash deposit to the Village to ensure that the landscaping will be completed. And once it is completed and the required as-built document is provided to the Village, the cash deposit will be returned to the owners.

Teleflex is proposing to manufacture surgical and medical devices from this facility. This facility will store the following raw materials within the facility: raw metal bars and rods, coolants and fluids for machine shop metal working, parts cleaning solvent, acids and alkalines. All waste materials are captured and stored according to application regulations and disposal is provided by licensed waste and disposal haulers. No tainted or contaminated waters or fluids will enter the sanitary sewer system. Cleaning water is released through a gas fired evaporator process and the resulting sludge is stored for later disposal.

Pursuant to the application, the following exterior building modifications are being proposed:

- Five dock doors and levelers that will be removed from the south side of the building.
- Two drive-in doors and a man door is being removed from the south side of the building.
- One drive in door is being modified to allow for a wider drive in door on the south side of the building.
- The openings left from areas where doors have been removed will be filled with a plaster/EIFS exterior coating and painted to match the existing building.

The following interior building modifications are proposed:

- All areas will be air conditioned.
- A CAM machine room with a full height walls with a drop ceiling will be used to manufacture various parts and an air borne oil mist system will be installed in this area.
- A general shop/warehouse area will be an open area used for additional machining and manufacturing.
- A PVC room will be created and used for small pieces of equipment. This room will also have a small welding areas and the required exhaust system. Research and development will also occur in this area.
- Passivation and anodizing area will be created with partial walls. Surfaces of the manufactured parts are prepared in this area.
- An assembly and inspection area will be provided were manufactured pieces are inspected and packaged for shipping.
- An office area, lobby, break room, bathrooms and locker rooms will be provided to support the manufacturing facility activities. This area will have walls and a drop ceiling to separate these areas from the manufacturing areas.

On December 29, 2011, the Village did receive an email from the architect indicating that based on some further refinement of the plan, the scope has been somewhat modified or simplified and the revised scope is reflected on some new plan sheets. These include revisions to some dock doors being removed and in-filled rather than five/ the existing drive-in doors will remain as is; the interior build out will be simplified to eliminate some of the separation walls creating a more

open production floor; and further analysis of the cooling loads has resulted in an overall reduction in the number of rooftop units, the sizes of the units have not changes.

Pursuant to the application, this tenant is classified as occupancy type factor group F-1, moderate hazard pursuant to the Chapter 3 of the 2006 International Commercial Code. Therefore, this is a permitted use in the M-2, General Manufacturing District.

The facility will operate from 5 in the morning until 11 at night. At start up there will be 36 full-time equivalent employees with 52 full-time equivalent employees anticipated. There will be a maximum of 40 full-time equivalent employees per shift. Employee, client and visitor vehicular access to the site will be from two driveways off of 72<sup>nd</sup> Avenue. The main employee, client and visitor vehicle access will be from the northern drive on 72<sup>nd</sup> Avenue, and truck access will be obtained from the southern driveway. Teleflex anticipates approximately 80 automobile trips per day with a maximum of 150 trips per day. With that I'd like to introduce Chad and a representative from the company to make a further presentation.

Chad Navis:

Chad Navis, Zilber Property Group, 9560 50<sup>th</sup> Place, Kenosha, Wisconsin. I'm just here tonight to answer any questions you might have about the building. Representatives from Riley Construction and Partners in Design project team members are here as well. And, as usual, I think staff has summarized the project in pretty good detail. I guess my other job here is to warm up the job for Ed. Ed Boarini is here from Teleflex probably more importantly just to tell you a little bit about Teleflex and what they're actually going to be doing inside this facility. I'll turn it over to Ed.

Tom Terwall:

Thank you.

Ed Boarini:

I'm Ed Boarini, Teleflex, office at 5307 95<sup>th</sup> Avenue in Kenosha. I wanted to give you a little bit of background on Teleflex, explain what kind of business we're in. We've been in the Kenosha office for about ten years. Teleflex is a pretty large company, \$1.6 billion, most of it focused in the medical device area. We serve healthcare providers in 130 countries, global in nature, 12,000 employees, well versed in the distribution of products in a variety of medical areas. We are listed on the New York Stock Exchange under TFX identifier.

In the medical side we're about \$1.4 billion in sales. I head up the OEM segment of that business, about 11 percent of that total. We are, again, driving our business across global initiative. I'll focus a little bit about on the OEM space. We're the business-to-business portion of Teleflex in that we only sell to other medical device companies. We don't sell directly to the end users.

Our focus is primarily in product design and development for our customer base. We work directly with our customers in developing new product for them, so we don't carry stock. It's really a custom design organization. We work directly with them in utilizing our skill sets for

whatever product line they're working in. So we have a process of not only having a manufacturing capability but a front end design and development group that works with rapid prototyping and then scaling up through manufacture.

The Teleflex OEM group is made up of three different franchises, the orthopedic franchise, which is the one we're talking about today. And then we also have a line of products in fibers and sutures and in medical access catheters and delivery catheters for the medical space. In the orthopedic space we have three primary brand names that we work with: Beere Medical which is the primary office located over in Kenosha which is a line of surgical instruments; the Kmedic brand name which we moved into the Kenosha facility a few years ago which is primarily a sourcing operation for forged instruments from Germany; and then SMD which stands for Specialized Medical Devices which are primarily smaller precision machines, screws and plates for orthopedic applications for trauma and bone breaks and other things of that nature. That is the primary operation that going to be done in the Pleasant Prairie office. We're relocating that manufacturing facility from a site in Pennsylvania into here and consolidating two manufacturing sites under the leadership that is there in Kenosha.

These are some of the instrument sides that we make over in the Kenosha office, and then what we're talking about here is just a precision machining operation. Very similar equipment compliment to the Kenosha facility but primarily focused on smaller devices. Most of what we use we talk about is titanium and stainless steel machining, and then the finishing operation to provide the final capabilities for those customers. With that I'll just open it up to any questions you might have.

Tom Terwall:

Any other comments or questions?

John Braig:

You'll have truck traffic obviously brining in materials for shipping out. Your shipments will be basically in bulk, you'll be working through other distribution companies such as Cardinal Health and so on, so you won't be making individual shipments?

Ed Boarini:

No, actually most of our shipments go in and out by FedEx or UPS. They're fairly small in nature. So we expect like for raw materials in the Kenosha site we might get two deliveries a week or two or three deliveries a week, and then we usually ship out at the end of the day with a common carrier like UPS or FedEx.

John Braig:

Thank you.

Tom Terwall:

What's your pleasure, gentlemen?

John Braig:

Move approval.

Jim Bandura:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY JOHN BRAIG AND SECONDED BY JIM BANDURA TO APPROVE SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE STAFF MEMORANDUM. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered. Welcome.

Wayne Koessl:

Welcome to Pleasant Prairie.

John Braig:

Very much.

Ed Boarini:

Thank you. Appreciate it very much.

**H. Consider Plan Commission Resolution #12-02 to initiate zoning map amendments related to land within the Chiswaukee Prairie/Carol Beach Land Use Plan area that have been acquired by a public or non-profit agency for open space and/or preservation.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, Resolution 12-02 is a resolution to initiate some zoning map amendments. The Plan Commission may initiate a petition for an amendment of the zoning ordinance which may include rezoning of property, change in zoning district boundaries or changes within the text of the ordinance.

The Community Assistance Planning Report No. 88 is entitled A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie. This plan was completed and adopted in February of 1985, and it was prepared by the Southeast Wisconsin Regional Planning Commission. In that plan the Regional Planning Commission recommended that ultimately all of the lands that are identified within the open space preservation area should be placed into a C-3, Natural and Scientific Area Resource Conservancy District, which is the designated natural resource base protection and preservation district.

The C-3 Natural and Scientific Area District is intended to preserve and enhance existing natural features including scenic, historic and scientific areas and associated plant and animal communities and to prevent the destruction of valuable natural, scenic and scientific resources. And these could include wetlands, shorelands, navigable waterways, prairies, meadows, sand dunes, woodlands, wildlife habitat and other areas of high erosion or areas that have been recently acquired for these purposes by any federal or state agency, Kenosha County or by the Village for the public's interest.

Lands mapped as natural and scientific areas should include those identified as continuous open space preservation areas. The Land Use Management Plan seeks to preserve a substantial proportion of these natural features, and they exist extending from the Kenosha sand dunes on the north in Chiwaukee all the way down to the Chiwaukee Prairie Preserve on the south end of the Village in the southeast corner.

The Land Use Management Plan identifies that lands within the corridor be acquired and maintained as natural area and wildlife habitat areas by combination of public and private conservancy interests. The Wisconsin DNR and The Nature Conservancy of Wisconsin have identified land acquisition areas for permanent resource protection.

The Land Use Management Plan recommends that Pleasant Prairie proceed on an incremental basis and in the following manner. And this has been going on prior to 1989 Kenosha County did this, and after 1989 the Village has been doing this: That we identify those lands that fall within that Chapter NR 115/NR 117 of the Wisconsin Administrative Code that requires the rezoning of wetlands within the shorelands of Lake Michigan. Remaining lands within the proposed open space area shall be preserved as wetlands beyond the shoreland zone and within significant upland areas. And these areas would be brought into that C-3 Conservancy District.

In 2010 and 2011 there have been several properties that have been evaluated and should be placed into this zoning classification. So the Village Plan Commission hereby initiates and petitions to amend the Village's official map as it relates to those properties that have been acquired in the public's interest in both 2010 and 2011. These are, again, properties that have been acquired by willing sellers/willing buyers, and we're looking to rezone these properties and put them into that conservancy classification.

These proposed changes in the zoning maps are being referred to the Village staff for further evaluation and study. The Plan Commission this evening is not by this resolution making a determination regarding the merits of the proposed changes in the zoning map, but is only initiating the process by which we can hold a public hearing to evaluate which properties should be transferred into that conservancy designation. The staff recommends approval Plan Commission Resolution 12-02.

Michael Serpe:

So moved.

John Braig:

Second.

Tom Terwall:

**IT'S BEEN MOVED BY MIKE SERPE AND SECONDED BY JOHN BRAIG TO ADOPT RESOLUTION 12-02. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**I. Consider Plan Commission Resolution #12-03 to initiate amendments to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan to correct mapping errors found on the 2035 Land Use Plan within the Carol Beach Estates #3 Subdivision.**

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission, Plan Commission Resolution 12-03 is to initiate amendments to the Village 2035 Comprehensive Plan in order to correct mapping errors found in that 2035 plan as it relates to conservancy areas down in the Carol Beach Estates Unit #3 Subdivision. The Plan Commission may initiate a petition for the amendment of the changes to the Village's Comprehensive Plan pursuant to Chapter 390 of the Village code of ordinances. On December 19, 2009 the Village Board had adopted the Pleasant Prairie, Wisconsin 2035 Comprehensive Plan.

In the staff's recent evaluation of lands to be transferred into the C-3 area because they had been recently acquired, the staff has taken a very detailed look at all the lots down in this Unit 3 area, and for some reason some of these lots have been identified for some purpose or some reason into a purple designation or the transportation, communication and utilities designation. I'm not sure if it just was a coloring area or exactly what happened, if it was just because of the tax parcel numbers. But we're looking to initiate the change to correctly reflect these parcels, the ones that are specifically identified on the slide in your packets, as being in that conservancy designation or primary environmental corridor land designation.

The Plan Commission hereby then initiates the petitions to update and correct the Village 2035 Comprehensive Plan as discussed. The proposed amendments are hereby referred to the staff for further evaluation and study. The public participation plan requirement for these changes is part

of our original public participation plan, so we do need to send out the proper notices, and we will have a 30 day public notice and required public hearing in order to make these corrections to the Comprehensive Plan. The staff recommends approval of Plan Commission Resolution 12-03.

John Braig:

So moved.

Wayne Koessl:

Second.

Tom Terwall:

**MOVED BY JOHN BRAIG AND SECONDED BY WAYNE KOESSL TO ADOPT RESOLUTION 12-03. ALL IN FAVOR SIGNIFY BY SAYING AYE.**

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**7. ADJOURN.**

John Braig:

Move adjournment.

Michael Serpe:

Second.

Tom Terwall:

All in favor signify by saying aye.

Voices:

Aye.

Tom Terwall:

Opposed? So ordered.

**Adjourned: 7:13 p.m.**

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

- A. **PUBLIC HEARING AND CONSIDERATION OF PLAN COMMISSION RESOLUTION #12-04 FOR A COMPREHENSIVE PLAN AMENDMENT** to amend a portion of the Barnes Creek Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, pursuant to Chapter 390 of the Village Code of Ordinances for the proposed development of a 46-unit, affordable, independent senior-only apartment complex proposed for the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.

**Recommendation:** Village staff recommends approval of **Plan Commission Resolution #12-04** to approve amendments to the Comprehensive Plan as outlined in said Resolution.

- B. **PUBLIC HEARING AND CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue for a 46-unit affordable, independent senior-only apartment complex.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of January 30, 2012.

- C. **PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AND MAP AMENDMENTS** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue to amend the zoning map to remove the Planned Unit Development Overlay (PUD) District from the property and to delete the Springbrook Place Condominium PUD in Chapter 420, Appendix C of Village Zoning Ordinance as a result of the proposed senior housing development.

**Recommendation:** Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Text and Map Amendments** subject to the comments and conditions of the Village Staff Report of January 30, 2012.



## VILLAGE STAFF REPORT OF JANUARY 30, 2012

### **CONSIDERATION OF PLAN COMMISSION RESOLUTION #12-04 FOR A**

**COMPREHENSIVE PLAN AMENDMENT** to amend a portion of the Barnes Creek Neighborhood Plan, a component of the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan, pursuant to Chapter 390 of the Village Code of Ordinances for the proposed development of a 46-unit, affordable, independent senior-only apartment complex proposed for the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.

**CONSIDERATION OF A CONCEPTUAL PLAN** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue for a 46-unit affordable, independent senior-only apartment complex.

**CONSIDERATION OF A ZONING TEXT AND MAP AMENDMENTS** for the request of Jonah Hetland, agent for BFU II LLC, owner of the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue to amend the zoning map to remove the Planned Unit Development Overlay (PUD) District from the property and to delete the Springbrook Place Condominium PUD in Chapter 420, Appendix C of Village Zoning Ordinance as a result of the proposed senior housing development.

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

*The petitioner is requesting the Village to amend the Village 2035 Comprehensive Plan, to approve a Conceptual Plan and to approve Zoning Text and Map Amendments for the proposed redevelopment of the property located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street with a 46-unit, affordable, independent senior apartment complex.*

**BACKGROUND INFORMATION:** In December of 2007 the Village approved a Final Condominium Plat for the Springbrook Place condominium development (4 7-unit buildings) and the Developer entered into a Development Agreement and submitted an Irrevocable Letter of Credit for the public and private improvements on the site. In addition, a Developer funded Tax Increment District (TID #4) was created in order to assist the Developer in the repayment of the remediation costs associated with the site. Under the TID, the Village agreed to reimburse the Developer for certain eligible costs incurred by the Developer in connection with the demolition of an existing dilapidated structure and the remediation of contaminated soils as an incentive to the Developer to redevelop the property in accordance with an approved TID Project Plan. The Village believes that unless the Village had provided the financial incentive to the Developer, the Developer would not have undertaken the remediation and redevelopment of the property. Since the TID was created, the Developer has demolished the existing structure, remediated the known soil contamination and monitored the ground water. The Developer still contemplates developing the property.

In 2007, a Final Condominium Plat was approved by the Village and the Developer entered into a Development Agreement with the Village. Since 2007, however, the general decline in the housing and condominium market has made the construction schedule for the proposed condominium buildings economically unrealistic and the Developer has requested several time extensions through TID Development Agreement amendments related to the condominium development construction timeline.

On August 16, 2010 the Village Board approved the Third Amendment to the Development Agreement relating to extending the time frame to start the project. The Developer vacated the Springbrook Place Condominium Plat, but reserved the right to bring back the

Preliminary Plat back at a later date. The Village Board granted the Developer's request for the TID to remain in place as long as the Developer took the necessary steps to comply with the conditions to fill in the stormwater basins, to spread the large stock pile of top soil on the site or remove it and to stabilize the site. The Village then released the Letter of Credit for the development.

The Developer indicated that he did not intend to develop the property until market conditions improve; however in order to fulfill his commitment to the redevelopment the property, he requested and the Village Board approved a Preliminary Condominium Plat for Springbrook Place II Condominium which was identical to the previous plat pursuant to the Village Board Resolution #10-34 (September 20, 2010). The approval is considered valid for three (3) years or until September 20, 2013. Within those three (3) years, if the Developer proceeds, the Final Condominium Plat must be filed, considered, approved and recorded at the Kenosha County Register of Deeds Office.

The Village Board believed that the redevelopment of the property pursuant to the referenced Development Agreement and Amendment were in the best interests of the Village and its residents; it would enhance the value of other properties in the Village; it would promote the orderly development of the property in accordance with the Village Comprehensive Land Use Plan; it would remove blighted and contaminated property in the Village; and was in accordance with the public purposes and conditions of the applicable State and local laws and requirements under the TID Project Plan.

**CONCEPTUAL PLAN FOR PROPOSED SENIOR HOUSING PROJECT:** At this time, the Developer is proposing to develop a two (2) story building with 46-units of affordable, independent senior apartments on the 3.2 acre property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.

The apartments will be leased to seniors 55 years of age or older. The building will have an elevator to service the two story facility and 46 underground parking spaces (one (1) space for each unit) and 30 surface parking spaces (including 2 handicapped accessible parking spaces).

The unit mix will include 18 two bedroom units ranging in size from 1,024 square feet to 1,032 square feet and 28 one bedroom units ranging in size from 679 square feet to 696 square feet. Storage units are provided for each of the units in a portion of the underground parking area. The first floor includes a vestibule and elevator, two (2) offices, a mail room, a sitting area and approximately 700 square foot community area which is open to the second floor. The second floor includes a small exercise room adjacent to the elevator.

Pursuant to the Village Zoning Ordinance, the minimum number of parking spaces for senior housing is 1 space per 2 bedrooms. The development will have 64 bedrooms, therefore 32 parking spaces plus the required handicapped accessible parking are required (76 parking spaces are being proposed.)

The development of 3.2 net-acre property with a 46-unit affordable, independent senior apartment building will provide a net density of 14.4 units per acre. A total of 2.1 acres or 66% of the site will remain as open space. The open space areas will include a storm water basin at the northwest or northeast corner of the site (the location is not yet finalized) and a woodland area along the southern portion of the property. The trees are located within a Dedicated Woodland Preservation, Access and Maintenance Easement pursuant to CSM 2616. There are no wetlands or 100-year recurrence interval floodplains on the property.

Approximately 0.16 acre (6,754 square feet) of land was already dedicated for the future widening of 22<sup>nd</sup> Avenue by CSM 2616, so no additional right-of-way is intended to be dedicated by the Developer. Some easements dedicated by CSM 2616 will need to be vacated and some new storm water, utility and other easements will need to be dedicated on a new CSM.

Public sanitary sewer and water is provided within 91<sup>st</sup> Street adjacent to the site and public sewer is located within 22<sup>nd</sup> Avenue adjacent to the site. The public water and sewer mains that were proposed to be extended in easements through the center of the development site as part of the condominium project are no longer being installed and these easements dedicated by CSM 2616 will be vacated. In addition, the water lateral that was to be provided to the Mullins property to the south through the center of the property will be provided from 22<sup>nd</sup> Avenue. The Developer will be required to install a municipal water main within the 22<sup>nd</sup> Avenue right-of-way adjacent to their property which extends to their southern property limits. The Village is proposing to install municipal water from that point in 22<sup>nd</sup> Avenue and continuing in Springbrook Road to loop the water main and as part of a Village project. Water laterals will be provided from the 22<sup>nd</sup> Avenue/Springbrook Road water main to the abutting properties, including the Mullins property. The Developer will be requesting a right of recovery for 10 years to recover a portion of the costs associated with the installation of the public water main within 22<sup>nd</sup> Avenue adjacent to their property which benefits adjacent land owners.

Pending approval of the Conceptual Plan, the Developer will be submitting to the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. To the extent consistent with applicable laws of the State of Wisconsin and the United States concerning fair housing, the development shall be age restricted to individuals who are 55 years and older. In addition, a majority of the units within the building shall be income restricted for a period of 15 years commencing on the date such facility is placed into service. Subsequent to the foregoing time period, the Developer may, at its option, charge market rents for any or all of the units within the building. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (or a total of 30 years).

The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit equity, the Developer will also be seeking a traditional construction and permanent loan to finance the balance of the project costs. In exchange for the tax credits, the Developer agrees to lease 90% of the units to seniors making at or below 60% of the median county income. It is projected that the monthly rental rates will range from \$475-\$695 per month for one-bedroom units and \$550-\$975 per month for two bedroom units.

**COMPREHENSIVE PLAN AMENDMENT:** The proposed development is located within the northern portion of the Barnes Creek Neighborhood. The Barnes Creek Neighborhood is generally bounded by 89<sup>th</sup> and 91<sup>st</sup> Streets on the north, Sheridan Road on the east, STH 165 (104<sup>th</sup> Street) on the south and 30<sup>th</sup> Avenue on the west. The 2035 Land Use Plan indicates that this property is located within the Lower-Medium Residential land use designation. Neighborhood Plans are a component of the Village's Comprehensive Plan and they are essential to the orderly growth of the community because they establish a framework as to how development should occur and, if and when it does occur. On September 10, 2007 the Village Plan Commission approved a Neighborhood Plan for this property to be re-developed with 4 7-unit condominium buildings. (Resolution #07-21).

At this time, the Developer is requesting to amend the Barnes Creek Neighborhood Plan to develop the property with a 46-unit, affordable, independent, senior-only apartment building on the property. (Refer to Plan Commission Resolution #12-04.)

*[Note: If the senior apartment project does not move forward and the Developer chooses to move forward with the Springbrook Place II Condominium project prior to September 20, 2013, the Neighborhood Plan will need to be amended prior to consideration of the Final Condominium Plat.]*

**ZONING TEXT AND MAP AMENDMENTS:** The current zoning of the property is R-11 PUD, Multi-Family Residential District with a Planned Unit Development Overlay District. A portion of the property is located within the shoreland boundary of a tributary to Barnes Creek. The existing PUD Ordinance Ordinances #08-08 and #08-27 that amended the legal description for the Springbrook Place Condominium are proposed to be deleted and the property is proposed to be rezoned to R-11.

At the time that the final plans are submitted, a specific PUD Ordinance will be written for this development and the property will be rezoned with a new PUD Overlay District. Developing as a PUD will allow for flexibility with some requirements of the Village Zoning Ordinance provided there is a defined benefit to the community. The following modifications from the Zoning Ordinance are proposed to be included in the PUD:

- To increase the number of apartment units allowed per building from 24 to 46 for senior-only living.
- To increase the net density allowed in the R-11 District from 9.6 to 14.4 dwelling units per net acre for senior apartments.
- To allow for one bedroom units to be reduced from a minimum of 700 square feet to 679 square feet per unit.
- To allow the overhead garage door for the underground parking to face 22<sup>nd</sup> Avenue.

In consideration of these modifications to the Village Zoning Ordinance, the following shall be required:

- The units shall be restricted for seniors 55 years of age and over. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (The Developer shall provide the wording related to this provision for Village staff review.)
- A minimum one (1) parking space per unit shall be provided in an enclosed garage attached to the building (46 underground parking spaces are being proposed).
- Additional enclosed storage shall be provided for each unit (storage units are proposed within the underground parking area).
- The exterior building materials and design shall be a combination of brick and cement board (as shown on the drawings).
- Although there is no C-2 woodland conservancy zoning on the property, the wooded area located along the southern boundary shall continue to be preserved and located within a Dedicated Woodland Preservation and Protection, Access and Maintenance Easement.
- The storm water basin shall be a wet basin and be located within a Dedicated Storm Water, Retention Basin, Access and Maintenance Easement.

A new PUD Ordinance will be drafted and considered by the Plan Commission and the Village Board at the time the final plans are submitted for review. The required public hearing for the PUD Zoning Text and Zoning Map Amendments will be held at the same time as the Plan Commission and Village Board considers a new CSM and the required Development Agreement for the installation of the public water main improvements.

**AMENDMENT TO THE TID #4 DEVELOPMENT AGREEMENT:** Amendments to the TID Project Plan and TID Development Agreement will be required to be approved by the Village Board and Joint Review Board prior to work commencing on the site.

**FISCAL REVIEW:** In addition to the impact fees due at the time of building permit, the Developer has agreed to a cost sharing agreement to donate \$891 per housing unit as a cost sharing contribution for each of the residential units within the development to address current shortfalls in funding/fees collected for police, fire, EMS and public works impact fee needs as a direct result of this development. The referenced \$891.00/per residential unit payment shall be made to the Village at the time a building permit is issued. Only one \$891.00 payment is due per residential unit.

**Recommendations:**

Village staff recommends approval of **Plan Commission Resolution #12-04** to approve amendments to the Comprehensive Plan as presented.

Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the **Zoning Text and Map Amendments** to remove the PUD zoning designation from the property and to delete the associated PUD text for Springbrook Place Condominium development as presented.

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

1. The Conceptual Plan approval will be valid for a period of one (1) year. Prior to the expiration of the Conceptual Plan, the CSM, Final Development Plans and Development Agreement and TID Project Plan and TID Development Agreement Amendments shall be approved by the Village.
2. The Senior Housing is proposed to be developed as a Planned Unit Development (PUD). **Developing as a PUD will allow for more flexibility with some dimensional requirements of the Village Zoning Ordinance provided there is a defined benefit to the community.** The Village staff will begin preparing a detailed PUD Ordinance for review by the Developer, the Plan Commission and Village Board upon approval of the Conceptual Plan and submittal of the CSM and the Final Development Plans.

The Developer has agreed to provide to the Village a written commitment/restrictive covenant that all of the senior independent living apartment buildings within this development will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). A written agreement shall be entered into prior to approval of the Certified Survey Map and related Development Agreement.

3. The Conceptual Plan has been for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental

data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed. The following changes shall be made to the plans and eight (8) full size sets of plans shall be submitted for review by the Village.

- a. The parking lot shall accommodate fire truck turning movements for ingress/egress. A turning template shall be provided showing truck turning movements. Provide plan sheet with the turning template.
- b. The driveway leading into the underground parking shall be a minimum of 24 feet wide.
- c. Label the City of Kenosha – Village of Pleasant Prairie municipal border along 91<sup>st</sup> Street on all plan sheets.
- d. Provide a plan cover/title sheet. This sheet shall include the name of the project; the legal description or the property; the name, address, telephone number and fax number of the developer, any project manager or principal contact person, and any architect, professional engineer or land surveyor involved in the preparation of the plans; a general location map of the site; and a list of all plan sheets included within the plan set.
- b. The title page shall include a note of the proposed zoning for the property R-11 (PUD), Multiple-Family Residential District with a Planned Unit Development Overlay District.
- c. The square footage calculation of impervious surface and square footage of the amount of open space on the property shall be noted on the plans. A minimum of 25% of the site shall remain in open space.
- a. Label the full right-of-way width of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street on all plan sheets. The 17 foot of land has been previous dedicated by CSM 2616, correct all sheets.
- b. Note the topographic survey information source on the plan. The site plan will need to be field surveyed as part of the final engineering plans.
- c. As part of the development, a public 12-inch water main shall be designed and extended south along the east side of 22<sup>nd</sup> Avenue from 91<sup>st</sup> Street to 9145 22<sup>nd</sup> Avenue in the right-of-way. Detailed plans and specifications shall be submitted for review.
- d. Label the existing sanitary sewer along 22<sup>nd</sup> Avenue.
- e. The Fire & Rescue Department shall be consulted to determine if additional fire hydrants are required for the site. See comments.
- f. All downspouts shall be interconnected to the private storm sewer system.
- g. The following comments pertain to storm water management:
  - i. Storm water management shall meet the Village’s current storm water management Ordinance which was revised in 2009 [See Chapter 298 of the Village Municipal Code.]
  - ii. The storm sewer system within 91<sup>st</sup> Street is owned and maintained by the City of Kenosha. Written approval from the City shall be obtained for the storm sewer connection and proposed release rates from the site to the City’s system.

- iii. The proposed storm water management approach and system functionality is unclear in the conceptual plans.
- iv. Based on the elevations provided on the conceptual plan, the trench drain to the parking garage is lower than the storm sewer within 91<sup>st</sup> Street.
- v. The detention basin shall be designed to be aesthetically pleasing and shall be designed as a wet basin. Further review will be done once the storm water management has been explained.
- vi. A written storm water management plan shall be provided.
- h. Detailed engineering plans, details, and specifications shall be provided for further review.
- i. Permits are required from the City of Kenosha for the driveway and work within 91<sup>st</sup> Street right-of-way. A copy of all permits and approvals shall be submitted to the Village.
- j. All easements shall be shown on all plans sheets.
- k. The Dedicated Woodland Preservation and Protection, Access and Maintenance Easement area dedicated by CSM 2616 shall remain.
- l. The Dedicated Public Sanitary Sewer, Water, Access and Maintenance Easement dedicated by CSM 2616 shall be vacated.
- m. The Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easements dedicated by CSM 2616 shall be vacated.
- n. The area for the new Storm Water Retention Basin, Access and Maintenance Easement shall be dedicated and shown on all plans sheets. The new easement will specify that the Owner is responsible for the maintenance; however, the Village will have an easement over the basin giving the Village the right, but not the obligation to maintain the storm water facility in the event the Developer fails to complete the required maintenance.
- o. Utility Easements shall be labeled as "***Dedicated Utility Easements***". The owner shall contact We Energies to verify the location and size of all proposed utility easements that may be needed for this development. **All utility easements shall be located outside of the woodland and storm water easements.**
- p. A revised Certified Survey Map shall be required to dedicate all new easements.
- q. A draft copy of all documents to vacate unnecessary easements previously recorded on CSM 2616 shall be provided for Village review. It is acceptable to the Village if these easements can be vacated on the new CSM.
- r. As previously required for the development of this site, all existing utility poles on the site shall be removed or relocated. If this has not been done add a note to the plans.
- s. The location of the proposed garbage and recycling collection area shall be shown on the plans. A standalone dumpster will not be allowed. The dumpster area shall be incorporated into the design of the building.
- t. The minimum roof pitch shall be 4:12. Note on the plans.

- u. A minimum of 50% of each wall surface, excluding windows, doors and garage doors, shall be constructed of brick, stone, masonry or concrete. Although Hardy-Plank is a concrete product, this is excluded in the 50% calculations. Color elevations of all sides of the building shall be submitted for review. Additional changes to the elevations may be required upon further staff review.
- v. Material sample boards shall be provided for Plan Commission review and approval.
- w. The total building height shall be shown on the plans. The building shall not exceed 35 feet in height.
- x. Lights are required at the entrance of this development on the private property. These 15' high light standards shall be similar to the Village black paragon clear street lights on black concrete pole.
- y. All outdoor lighting on the site and building shall be submitted to the Village for review.
- z. A revised Landscaping Plan shall be submitted for review and the following shall be included on the Plan.
  - i. The base map for the Landscape Plans shall be the approved grading plan.
  - ii. Landscape screening to block headlights shall be planted adjacent to the parking areas abutting 22<sup>nd</sup> Avenue and the east property line.
  - iii. An irrigation system for the foundation plantings is required and shall be shown on the plans.
  - iv. The location of all pedestals and transformers and proposed screening.
  - v. Street trees shall be planted every 50 feet along 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street.
  - vi. Detailed information on how the plants will be staked or secured and placed in mulch areas shall be detailed on the landscaping plans.
  - vii. Plantings shall be added to screen/protect the intersection corners from the retention basin.
  - viii. Additional comments forthcoming from the Village Public Works Department.
- aa. See attached comments from the Village Fire & Rescue Department dated December 28, 2011.
- bb. See attached comments from the Village Senior Building Inspector dated January 3, 2012.
- cc. All easements shall be shown on the Certified Survey Map, Engineering Plans and Landscaping Plans. Upon review of detailed Engineering Plans additional easements may be required. In addition, legal descriptions of all easement areas shall be provided on the CSM. The Village staff will prepare the Dedications and Easement Provisions and Restrictive Covenant Language for the CSM upon receiving a draft of the CSM document.



- dd. If a Multifamily Residential Development Identification Sign is proposed, the location shall be shown on the site plan. The sign shall meet the following requirements:
  - i. Maximum number: one sign per development.
  - ii. Minimum setback: five (5) feet from the right-of-way line of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue.
  - iii. Maximum height: eight (8) feet.
  - iv. Maximum area: 36 square feet per face.
  - v. 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.
  - vi. May be illuminated.
  - vii. 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.
  - viii. The sign supports or base shall be constructed of materials that complement the materials used in the development.
  - ix. Maximum height of base under display: four (4) feet.

***NEXT STEPS:***

1. Upon approval of the Conceptual Plan by the Village Board the following documents shall be submitted to the Village for staff review:
  - a. A draft copy of the Certified Survey Map to dedicate all the required easements (i.e. Dedicated Utility Easements, Dedicated Woodland Protection and Preservation, Access and Maintenance Easement, Dedicated Storm Water, Retention Basin, Access and Maintenance Easement) needed for the Development. The Village staff will prepare the Dedications and Easement Provisions and Restrictive Covenant Language for the CSM upon receiving a draft of each of the documents. The Final CSM will be considered at the same time that the Development Agreement and related documents are considered by the Plan Commission and the Village Board.
  - b. The Developer has agreed to place a written commitment/restrictive covenant that the senior independent apartment building will remain as housing for seniors after the WHEDA tax credits are all paid off in 15 years for another 15 years (total of 30 years). (The Developer shall provide suggested language related to this provision for the Village's review.)
  - c. A draft copy of all documents to vacate unnecessary easements previously recorded on CSM 2616 for Village review. If these easements can be vacated on the new CSM that is acceptable to the Village.
  - d. Eight (8) sets of detailed Engineering Plans, Profiles, and Specifications and other related reports for the public water main and the private site improvements.
  - e. Eight (8) revised Landscaping Plan and Specifications. One (1) Plan for the on-site landscaping and one (1) Plan for the required street trees.

- f. Eight (8) revised floor plans and building elevations with a sample board of the colors and materials.
  - g. A draft of the Restrictive Covenant related to the age restriction.
  - h. Organizational and Operating Documents for the Developer's LLC for this project.
  - i. A written update to the status of the Remediation Plan and Groundwater Monitoring Plan.
  - j. Any additional information required to amend the TID Project Plan and the TID Development Agreement.
2. **After the above documents are received, the Village will prepare the Development Agreement (for the installation of public water main within 22<sup>nd</sup> Avenue right-of-way and the public street trees within 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street), the PUD Ordinance and amendments of the TID Project Plan and Development Agreement for the Developer's review. *[Note: A final decision shall be made to determine if the Water Main will be bid by the Developer or bid as part of the Village Water Main project.]***
  3. **Upon the staff's satisfactory review of the CSM and Final Plans including the detailed Engineering Plans and Specifications and other items specified above, the CSM, Development Agreement and Zoning Text and Map Amendment Application and related application materials shall be submitted for consideration of the Plan Commission and Village Board.**
  4. **The CSM, Development Agreement and PUD Ordinance cannot be approved until the Final Plan including Final Engineering Plans and Specifications for all required public improvements are approved and the Development Agreement and all related documents are in final form.**
  5. The Owner and the Developer of this project shall be one entity unless both will be signing and executing all of the developer documents.
  6. Upon Village approval of the Engineering Plans and Specifications, the Developer shall submit four (4) copies of the approved plans, profiles and specifications and four (4) copies of WI DNR water application checklists to the Village so that the Village can request approval from the Kenosha Water Utility (KWU) and obtain bids for field staking and inspection services for the public improvements.
  7. A copy of the approval letters from the KWU, WI DNR and SEWRPC shall be submitted to the Village.
  8. Upon Village approval of the Final Engineering Plans, Profiles and Specifications for the installation of the Municipal Water Main and the Landscaping Plan for the required street trees the following shall be submitted:
    - a. A copy of the signed contracts, certificates of insurance, and performance and payment bonds shall be provided to the Village. The contracts shall have the Developer's name as shown on the title of the property. The certificates of insurance shall also list the Village of Pleasant Prairie as an insured party. **All contractors shall be pre-qualified by the Village.**
    - b. Five (5) copies of the final Landscaping Plan. A copy of the signed public street tree contract, street tree planting plan and certificate of insurance. **All contractors shall be pre-qualified by the Village.**

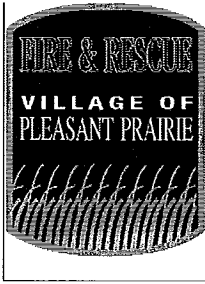
9. **Upon staff review and approval of all of the requirements listed above, the CSM and PUD applications, application materials and application fee shall be submitted for Village to schedule the required public hearing before the Village Plan Commission. In addition, a color rendering of the building elevations and the Final Site Plan shall be submitted to the Village in a TIFF or JPEG format so that it can be presented in the staff's power point presentation.**
10. **At least two (2) weeks prior to Village Board consideration of the CSM, Development Agreement, TID Project Plan and Development Agreement amendments and related documents, the following shall be finalized and submitted:**
  - a. The original CSM executed by the property owners and a digital copy of the CSM (see comment below for format).
  - b. Five (5) full size and one (1) 11 by 17 copy of the Final Engineering Plans and Specifications for the installation of the municipal water main and two (2) digital copies of the Final Engineering Plans (see comment below for format).
  - c. Five (5) full size copies and one (1) 11 by 17 copy of the Final Site Plans including Civil Plans, Grading and Drainage Plans, Storm Water Management Plans and Reports, Landscaping Plans, Building Plans and Lighting Plans.
  - d. A pdf copy of all plans and specifications.
  - e. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - f. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
  - g. Right of Recovery Agreement (to be drafted by the Village and reviewed by the Developer) for the municipal water system within 22<sup>nd</sup> Avenue.
  - h. The Itemized Cost Breakdown Exhibit (to be drafted by the Village and reviewed by the Developer). **IMPORTANT: A draft Letter of Credit equal to the cost breakdown analysis (need to verify proper format and dollar amount of Letter of Credit prior submitting the Original Letter of Credit on bank letterhead).**
  - i. A Policy of Title Commitment equal to the cost of public improvements shall be provided to the Village. The title policy shall indicate that the public improvements/easements are being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
  - j. The Work in the Right-of-Way Permits (from City of Kenosha for 91<sup>st</sup> Street and Village for 22<sup>nd</sup> Avenue).
  - k. The Erosion Control Permit application, related plans and permit fee.
  - l. A \$2,000 street sweeping cash deposit.
  - m. A three-year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 125% of the total cost of public related improvements, including municipal water main, street trees, field staking, inspection and construction related services for public improvements. **A "draft" LOC shall be provided**

**to the Village for staff review. The "Final" LOC shall be provided prior to the Village at the closing.**

- n. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to the execution/signing of the CSM and Development Agreement and Memorandum of Development Agreement and other related documents.
  - o. The amended TID Project Plan and TID Development Agreement.
11. Digital copies of the Final Engineering Plans and CSM shall be submitted to the Village which satisfy the following criteria:
- a. The original CAD file for each page of the plans shall be delivered in one of the following formats: AutoDesk's DXF or DWG format or Microstation's DGN format. If the original CAD work was completed in another package it will need to be converted into one of these other formats. Scanned images and raster files will not be accepted for this type of data.
  - b. A TIFF file for each page of the plans. Each TIFF file should show what is contained in the delivered CAD file for the same page of the plans.
  - c. A single digital vector file containing a seamless representation of the utilities or systems built. Topology will be correct with no overshoots or gaps between features that should connect. Feature types shall be uniquely identified within the file so that types of features can be separated. All data will be projected into Wisconsin State Plane South Coordinate system based on the NAD27 Datum. The preferred format is ESRI Shape files. Other acceptable formats include AutoCAD DXF, Microstation DGN, Intergraph IGDS, MapInfo MIF, ESRI Arc/Info Coverages, and ESRI Interchange files. Scanned images and raster files will not be accepted for this type of data.
  - d. All file references must be resolved in the delivered data. In other words, if a file references another file, the referenced file must also be in the set of delivered files. This includes font files, tiffs, jpgs, etc. All directory references should be relative and not absolute.
  - e. All forms of spatial digital data in receipt from outside sources will have the following information delivered with the data. The following information can be included in the sheets or as a separate document:
    - i. Date(s) data was collected;
    - ii. Who the data was collected by;
    - iii. A short description of the collection process including how the original data was collected and then how was it converted to digital form;
    - iv. A list of all the feature types represented in the data with information on how the different types of features are distinguishable from each other. Typically this information will include information about feature levels, symbology, feature tags and/or database references;
    - v. If additional attribute information is present on the features, descriptions of the data's meaning are required;
    - vi. Data location information;
    - vii. Projection information if the data is projected; and

- viii. Any other information that might help the Village of Pleasant Prairie use the delivered data appropriately and expediently.
  - f. Orthophotography, Satellite Imagery, Digital Photos and other Electronic Images
    - i. Images will be delivered preferably in an uncompressed TIFF file. If the image is not in this format, other image types can be considered including MrSID and JPG files.
    - ii. Orthophotos and satellite imagery need to be geospatially referenced. In other words, the image must know where it is located in the real world. Images should be projected to the Wisconsin State Plane South Coordinate System based on the NAD27 Datum.
  - g. Exceptions will be considered to these rules on a case-by-case basis. Written approval for any exceptions must be obtained from the Village of Pleasant Prairie at the start of the project. If the Village receives information that varies from the above, the Village will return the information to the engineer until it is correct.
- 12. Upon Village Board's approval of the CSM, Development Agreement and related documents and within seven (7) days of said approval, the Village will hold a closing to have the Final documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide the proof of recording to the Village within 72 hours of closing with the Village.
- 13. **Following the closing (on the same day), the Developer's engineer shall conduct a pre-construction meeting at the Roger Prange Municipal Building with all of the contractors, utilities, Village on-site inspectors and Developer representatives (This meeting is required prior to public improvement field work commencing).**
  - a. **The Developer's engineer shall coordinate the set-up of this meeting and shall run the pre-construction meeting.**
  - b. **The Developer's engineer shall come prepared with extra copies of the plans and specifications, copies of the agenda for the meeting, copies of the construction schedule and copies of the listing of emergency contact personnel and phone numbers. (The Village can provide a sample agenda).**
- 14. This development shall be in compliance with the Village Land Division and Development Control Ordinance, the Village Municipal and Zoning Codes, the Village Construction Site Maintenance and Erosion Control Ordinance and the State of Wisconsin Statutes.
- 15. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.
- 16. All Village fees incurred by the Village Community Development Department and/or expert Assistants required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner. If fees are not paid in a timely manner the Village will not continue to review said plans.

17. Developer impact fee contributions of \$891/per unit will be due and payable at the time of issuance of building permits.
18. All required public improvements and private grading shall be completed, inspected, storm sewer televised and accepted, water sampled with safe samples, and approved by the Village including an as-built grading plan of subdivision prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.
19. **Prior to written occupancy of the building and associated site improvements three (3) copies of an as-built plan stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building, above ground structures and all impervious surfaces meet the minimum setbacks and that all pavement markings were marked per the approved site plans and the grading of the site was completed pursuant to the approved plans. In addition, written certification from the landscaping and signage companies that the landscaping and signage were installed pursuant to the approved final plans shall be submitted.**
20. **Prior to written occupancy an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation system installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.**



Office of the Village  
Fire & Rescue Chief  
**Douglas McElmury**  
Interim Chief

## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director

FROM: Douglas McElmury, Interim Chief, Fire & Rescue Department

CC: Lt. Thomas J. Clark, Pleasant Prairie Fire & Rescue Department

SUBJECT: Review of 46 Unit Senior Housing Project

DATE: December 28, 2011

The development is located at S.E. corner of 91<sup>st</sup> Street and Springbrook Road; it is 45,766 square foot in size, excluding the underground parking, two stories, 46 unit apartment complex, with 48 underground parking stalls.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of this facility, twice annually.

The concerns of the Fire and Rescue Department are as follows:

**Distribution of Comments: *the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.***

### Elevator Size:

The proposed single elevator that will service two floors plus the underground parking area must comply with Village of Pleasant Prairie Ordinance 180-20. Further review and discussion will be needed with the owner. Proposed elevator size does not meet ordinance. **Plans dated 12/16/11 do not meet the ordinance requirement.**

### Elevator Emergency Notification:

The elevator emergency notification button will relay a recorded message indicating the building and address, then will remain open in order to speak with the individual inside of the elevator. The emergency notification will be received at the Pleasant Prairie Dispatch, on the fire emergency line, 262-694-1402.

Fire Department Pumper Pad:  
Pumper Pad (Hydrant and F.D.C) is not shown on the submitted plans.  
The location and accessibility must be reviewed by the Fire Department.

Access:  
Access in the through the outside parking area is 20 feet wide, we have requested 30 feet.

Fire Alarm Control Panel:  
The main fire alarm control panel shall be placed in the main lobby, exact location in the lobby to be determined.

Main Entrance Access:  
The security locked door and intercom system shall have a keypad in order for emergency responders to access the building after hours. The key code for responders will be determined by the Fire & Rescue Department.

Canopy Entrance:  
Canopy clearances shall be at least 14'-0". All clearance heights shall be clearly identified. The width of the canopy must be able to accommodate emergency apparatus. **Plans dated 12/16/11 show the canopy at 8 feet in height. Minimum clearance needs to be 14'-0".**

Fire Department Connection:  
The Fire Department Connection (FDC) will need to comply with the drawing FPSK-1 revised 12/17/07. This includes the 2 ½" Siamese and the 5" Stortz connection. See drawing for details.

Severe Weather Shelter:  
The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. This designated area will have the appropriate signage.

1. **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.
2. The building shall be constructed in accordance with the State of Wisconsin, COMM. 61, The IBC as Modified by Chapter COMM 62, The IECC as Modified by Chapter COMM 63, The IMC as Modified by Chapter COMM 64, The IFC as Modified by Chapter COMM 65, and in particular those items that pertain to fire protection and life safety.



3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State.

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

Site accessibility	
Pumper Pad	<b>Not Shown</b>
Fire hydrants	<b>Not Shown</b>
Sprinkler water flow strobe light and bell	<b>Not Shown</b>
Annunciator panel	<b>Not Shown</b>
Fire alarm pull stations	<b>Not Shown</b>
Knox Box(es)	<b>Not Shown</b>

2. A letter shall be submitted to the Fire and Rescue Department with the plans, it shall state that the project will comply with all requirements addressed within this document.
3. **Fire Insurance Carrier:** The Owner is advised to consult with their fire insurance carrier prior to construction and before beginning the installation of the fire protection systems. The fire insurance carrier may offer a reduction in annual premiums for following their recommendations at the time of initial construction. The insurance carrier should review the site plan and fire protection drawings.
4. **NOTE:** The Fire & Rescue Department wants to review the insurance carriers comments. Those comments shall be submitted along with the drawings for the fire protection drawings.
5. **The following Fees and Permits are generated directly from the Fire & Rescue Department.**

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

- o Bulk Water; the water that is used for the flushing of new water mains and fire hydrants.
- o Water Usage
- o Fire Protection Plans for Underground water mains.
- o Fire Protection Plans for Aboveground Automatic Fire Sprinkler Systems.
- o Fire Alarm System Plans
- o Occupancy Permit & Re-Inspection fees

6. **Sidewalks:** All exits will be provided with a sidewalk, which leads from a paved hard surface, to another paved hard surface.
7. Canopy clearances shall be at least 14'-0". All clearance heights shall be clearly identified. The width of the canopy must be able to accommodate emergency apparatus. **Plans dated 12/16/11, the clearance of the canopy is 8 feet. Minimum clearance needs to be 14'-0".**
8. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus.
  - a. A minimum wall-to-wall turning radius of 49'-0" shall be allowed for fire apparatus movement.
  - b. A minimum curb to curb turning radius of 42' 6" shall be allowed for fire apparatus movement.
  - c. A minimum inside turning radius of 26' shall be allowed for fire apparatus movement.
  - d. All entrances from public streets, as well as road and driveways around the proposed building must be a minimum of 30 feet wide.
  - e. All exterior exit pathways as well as access to a Fire Sprinkler Room shall have a hard surface, leading to a hard surface.
  - f. An exterior personnel door shall be located in close proximity to each fire sprinkler riser.
9. **Sprinkler System:** Fire sprinkler systems shall be designed and constructed to the current edition of NFPA 13 Installation of Sprinkler Systems, and or NFPA 13R, Automatic Fire Sprinklers in Residential Occupancies and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Standpipe systems will also need to be installed, on each floor in each stairwell, and the basement stairwells with another standpipe at the personnel door near the overhead garage door.
10. **Standpipes:** In lieu of 1.5 inch hose stations, the building shall be equipped with standpipes that shall consist of 2-½ inch NST valve, capable of delivering 250 GPM, at 75 PSI measured at the standpipe valve, when supplied by the fire department pumper, in the event no fire pump is needed. The standpipes shall be wet and placed adjacent to all exterior exit doors, same side as the door handle/knob.
11. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, it must be sized by the fire protection (sprinkler) contractor. The size of the fire protection main will be required before the installation of any underground construction begins. It is also required at which point the main enters the building it shall rise vertically. All devices such as backflow preventers, valves, etc. shall be located at this point. No main is allowed to travel

underground, under the building. An exterior personnel door shall be located in close proximity to all risers, along with a sidewalk leading to another paved surface from the door.

12. A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department.
13. All underground water mains for the entire project must be flushed before any connections are made to a building. The flushing of the water mains shall be witnessed by the Fire & Rescue Department. The owner shall contact the Fire & Rescue Department to arrange the flushing.
14. **Fire Hydrants:** Fire hydrants shall be spaced no more than 500 feet apart along public roadways and 350 feet apart along private roadways, 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. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.
15. **Fire Hydrant Acceptance:** It is assumed that this project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA –National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief's representative, the installing contractor and the fire sprinkler contractor at a minimum.
16. Fire hydrant and water main flushing can be disruptive to the job site and requires significant coordination of all sub-contractors by the General Contractor. Nonetheless flushing is an essential part of assuring public safety.
17. 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.
18. **Pumper Pad:** Pumper Pad (hydrant and FDC) must be provided for these buildings. The Pumper Pads must be shown on the "Utility Plan" and the Pumper Pad detail must be included in the plan package. There shall be dedicated space for a fire engine to have unobstructed access to the

Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

**NOTE:** In the event a building will have a basement, and the F.D.C. check valve can be placed and accessed within the basement, a manhole will not be necessary at the pumper pad.

**NOTE:** The Fire Department Connection (FDC) will need to comply with the drawing FPSK-1 revised 12/17/07, this includes the 2 ½" Siamese and the 5" Stortz connection. See drawing for details.

19. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.

20. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system must be submitted for review. The Village will use an independent fire safety consultant for the review of all fire protection plans submitted. A satisfactory review must be completed before any permits will be issued.

21. **The following information shall be submitted with the sprinkler plans for review:**

Building height:

Number of stories/floors:

Mezzanines:

Clear space:

Elevators:

Hazard class:

Commodity:

Maximum storage height:

Square footage, office space:

Square footage, Manufacturing including maintenance and equipment:

Square footage, receiving space:

Square footage, shipping space:

Square footage, warehouse space:

Exterior storage:

Fire protection:

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

**Bulk Water  
Water Usage  
Fire Protection Plans for Underground and Aboveground  
Fire Alarm System Plans  
Kitchen Hood System Plans**

23. An invoice for permit fees will be issued upon achieving a satisfactory review. Work cannot begin until all permits have been issued. A typical review turnaround is three weeks.
24. **Required Licenses:** A Wisconsin licensed fire protection contractor and Wisconsin licensed sprinkler fitters must install underground fire mains and aboveground fire protection. Periodic inspections of the job site will be made by fire inspectors to assure compliance.
25. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire & Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Commerce.
26. **Strobe Light:** In any building equipped with a fire protection system, a strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 of the Sprinkler Ordinance. Location of the strobe shall be determined by the Fire & Rescue Department.
27. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.  
FACP shall be placed in the main lobby.  
Remote annunciator placed in the fire sprinkler riser room.

- 28. **Monitoring points:** Flow switches shall be provided so that the system maybe identified by specific areas as to where the flow is occurring. This is to aid in a rapid response to that area of the building by the fire and rescue personnel.
- 29. **Manual Fire Alarm Pull Stations:** Shall be located immediately adjacent to each exterior door, and at all other locations as required. The pull station shall not be placed in the area of the door.
- 30. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
- 31. **Smoke and Heat Detection:** Shall be installed as required per code.
- 32. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
- 33. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The annunciator panel shall be placed at a location mutually agreeable to the Owner and the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building. Remote annunciator shall be installed in the fire sprinkler riser room.
- 34. **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 central station shall be provided with this information regarding the geographical location of this alarm:

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

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

Phone numbers:	
<b>Emergency:</b>	<b>(262) 694-1402</b>

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

35. The fire alarm contractor **must** meet with the Fire & Rescue Department to review the fire alarm system device addressing prior to any programming being done. This is to ensure that there will be no confusion in locating a device and that the addressing will be written in a general language that is utilized within the Village.
36. The fire alarm system plans will be reviewed prior to installation. Plans should be submitted a minimum of four (4) weeks prior to installation. A permit fee applies to the fire alarm system, as well.
37. **Knox Box:** Shall have a minimum of two (2) Model 4400. Locations of Knox Boxes shall be determined and agreed upon by the Owner and the Fire & Rescue Department. Tentative locations would be a Model 4400 would be placed at the main access door and placed at the underground parking entrance door. 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.
38. **Fire Extinguishers:** Shall be shown on the Architectural plans and shall be located so as to meet the intent of 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.
39. **Emergency and Exit Lighting:** In addition to required Exit lighting, Emergency Lighting shall be provided. Combination units are acceptable and recommended. Both the Exit and Emergency Lighting shall have battery back-up. Emergency generation can serve the need for back-up power if so designed. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted; this is done for testing purposes. These circuits shall be clearly labeled.
40. **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.

- a. Copy of contract with fire alarm central monitoring station.
- b. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
- c. Copies of the fire protection underground flushing documents.
- d. Copies of the underground and fire sprinkler hydrostatic test certificates.
- e. Copies of the fire sprinkler operational test certificates.
- f. Copies of the fire alarm test documents.
- g. Copies of other test documents such as, hood/duct, smoke, etc...
- h. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.
- i. Provide two- (2) CD's, one for the property owner and one for the Fire & Rescue Department. The disks shall include all Floor plans and fire protection plans for the building in an as-built condition.
- j. Severe Weather Shelter: The architect shall provide for both the Owner and the Fire & Rescue Department the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. This designated area will have the appropriate signage.
- k. Maps of the fire alarm and fire sprinkler system shall be placed in the fire sprinkler room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
- l. Applicable keys for the Knox Box.
- m. A copy of the tenants Emergency Plan must be submitted to the Fire & Rescue Department before occupancy.
- n. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.

**41. Occupancy:** All fire and life safety requirements must be in place prior to this building being occupied.



## MEMORANDUM

TO: Peggy Herrick, Assistant Planner

FROM: Ken Robers, Senior Building Inspector

SUBJECT: Site and Operational Plans comments/conditions for Bear Realty Senior Housing Project located at 91<sup>st</sup> St and 22<sup>nd</sup> Ave.

DATE: January 3, 2012

The following are my comments/conditions:

- 1) All building, plumbing, and HVAC plans will need to be designed to the IBC Codes, Wisconsin Plumbing Code and be **State Approved** prior to submitting (2 sets) for building permits from the Village of Pleasant Prairie.
- 2) As of September 1, 2000 Lighting plans are no longer reviewed at the state level. However, the Village will continue to review plans. The Lighting Worksheets L-1 through L-5 are required for municipal level review.
- 3) Halls, corridors, stairways, passageways, work aisles and other means of egress from factories, offices and mercantile buildings shall have emergency lighting and exit lighting per Article 700 of the NEC, Comm 16.46, 51.15(5), 54.06(2), and 54.11. The Village Fire & Rescue Department should be contacted for further information and requirements. Contact Fire & Rescue Chief Paul Guilbert at 262-694-8027.
- 4) If water main is to serve both domestic and fire protection combined, the plans will need Department of Commerce approval and Village Fire & Rescue Department approval prior to obtaining permits and commencing work.
- 5) Complete erosion control measures, silt fence and gravel access drives must be installed per Wisconsin Construction Site Best Management Practice Handbook and be inspected within 24 hours of any land disturbing activity.
- 6) This parcel and building must comply with all requirements of Barrier-Free Design.
- 7) The architect(s)/ professional engineer(s) shall submit, to the Village and State, the compliance statement, Form SBD 9720, **prior to the final inspection with the Village Building Inspection and Fire & Rescue Departments.**
- 8) The electrical contractor will be required to be licensed by the Village of Pleasant Prairie. The electrical contractor shall obtain a permit from the Village prior to beginning work.

- 9) All mechanical contractors shall obtain a permit from the Village prior to beginning work.
- 10) Building plans will need to show detail on fire stopping of all penetrations through fire rated walls and fire separation walls as required by emergency rule that took effect on January 28, 1998.
- 11) Sprinkler plans are required to be submitted to, and reviewed by the Village Fire & Rescue Department.
- 12) Any and all fire alarm installations require plan review and permit from the Village of Pleasant Prairie Fire & Rescue Department.

Should you have any questions, please contact me directly.

\* \* \* \*

**VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION  
RESOLUTION #12-04**

**TO AMEND THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
2035 COMPREHENSIVE PLAN**

**WHEREAS**, on December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan* (Comprehensive Plan); and

**WHEREAS**, Neighborhood Plans are a component of the Comprehensive Plan; and

**WHEREAS**, Neighborhood Plans serve as a refinement to the 2035 Comprehensive Land Use Map and identify the locations of future lot and roadway configurations, proposed floodplain boundary adjustments, future stormwater facilities and access to roadways pursuant to the land uses identified on the 2035 Comprehensive Land Use Plan Map; and

**WHEREAS**, the Village has received a request to amend a portion of the Barnes Creek Neighborhood Plan for the development of a 46-unit affordable, independent senior apartments on the property located at the southeast corner of 91<sup>st</sup> Street and 22<sup>nd</sup> Avenue in a part of U.S. Public Land Survey Section 18, Township 1 North, Range 23 East; and

**WHEREAS**, on December 30, 2011 the required 30-day notice was published in the Kenosha News for the January 30, 2012 public hearing held by the Village Plan Commission and on December 28, 2011, notices were sent to property owners within 300 feet of the proposed Neighborhood Plan amendment area; and

**NOW THEREFORE, BE IT RESOLVED**, that pursuant to Sections 62.23 (3) (b) and 66.1001 (4) (b) of the Wisconsin Statutes, the Village of Pleasant Prairie Plan Commission hereby approves the following amendment to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan:

1. To amend a portion of the Barnes Creek Neighborhood as an amendment to the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan as presented at the January 30, 2012 public hearing and shown and described in **Exhibit 1**.

**BE IT FURTHER RESOLVED** that the Plan Commission does hereby recommend that the Village Board enact the Ordinance adopting the amendment, as referenced above, to the *Village of Pleasant Prairie 2035 Comprehensive Plan*.

**Adopted this 30<sup>th</sup> day of January, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

\_\_\_\_\_  
Donald Hackbarth  
Secretary

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

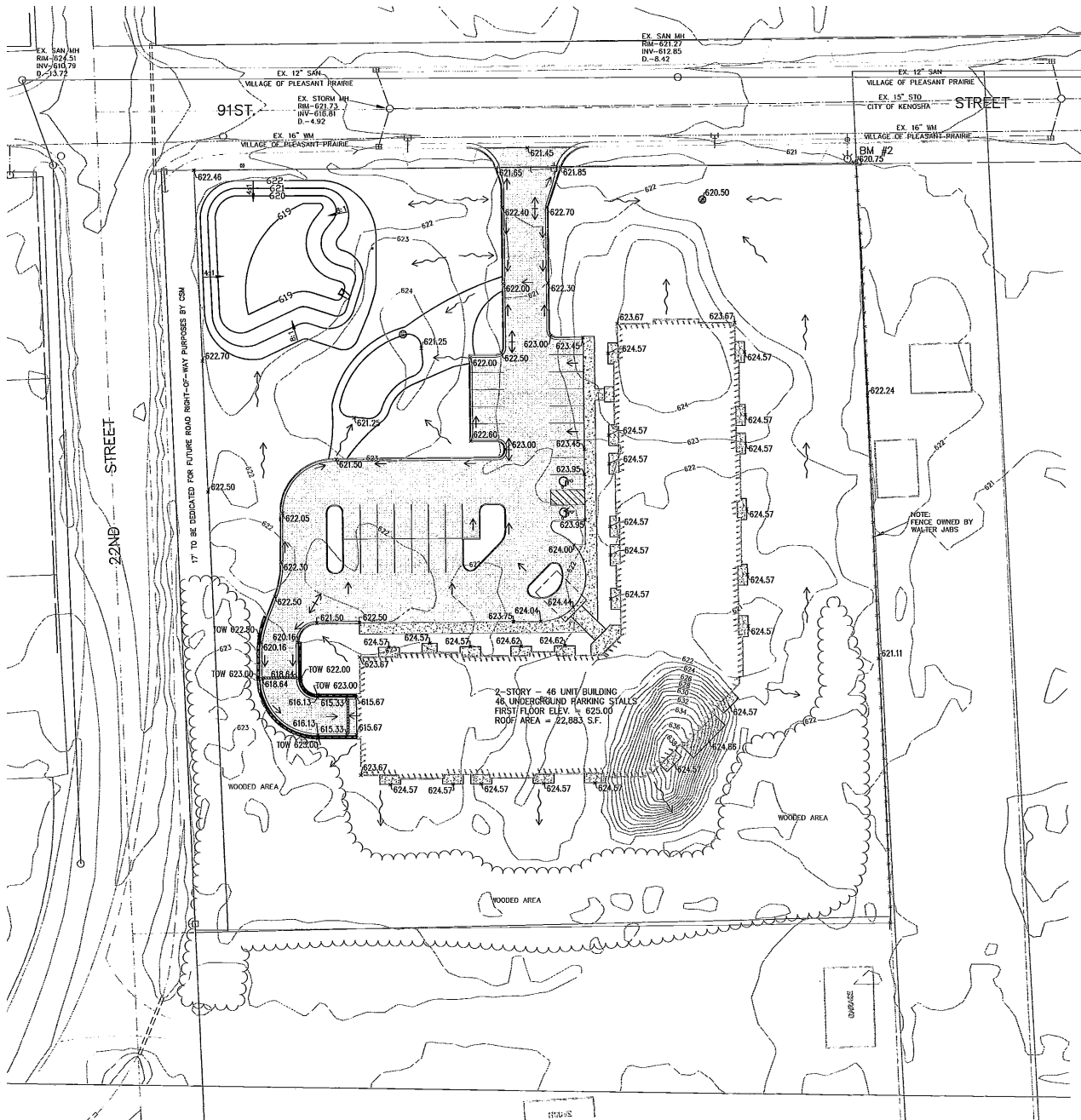
Date Posted: \_\_\_\_\_

**Neighborhood Plan 2 of Appendix 9-3  
Barnes Creek Neighborhood**

The Barnes Creek Neighborhood is bounded by 89<sup>th</sup> Street and 91<sup>st</sup> Street on the north, Sheridan Road on the east, STH 165 (104<sup>th</sup> Street on the south) and 30<sup>th</sup> Avenue on the west in the Village. This neighborhood comprises of a number of older subdivisions including Springbrook, Brookside Gardens and Hickory Grove Subdivisions with the remainder of the area to the southeast being primarily farm land. There are a number of home sites adjacent to the arterial roadways and the Keno Drive-In Theater is located at the southwest corner of STH 32 and 91<sup>st</sup> Street.

Approximately 3.2 acre of the neighborhood located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street to develop with a 46-unit affordable, independent senior apartment building.

**Neighborhood Plan Map 2  
Barnes Creek Neighborhood Plan (portion of)  
Amendment to a portion of Neighborhood**



**ORDINANCE # 12-**

**ORDINANCE TO DELETE THE  
SPRINGBROOK PLACE CONDOMINIUM PLANNED UNIT DEVELOPMENT  
PURSUANT TO SECTION 420-137 OF THE VILLAGE ZONING ORDINANCE FOR THE  
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 Specific Development Plans #24 for the Springbrook Place Condominium Planned Unit Development (PUD) Ordinance** is hereby **deleted**.

**Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Posted: \_\_\_\_\_

\_\_\_ - Delete Springbrook Place PUD.doc

**ORD. # 12-**

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

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

The subject property located at the southeast corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Avenue located in U.S. Public Land Survey Section 18, Township 1 North, Range 23 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 93-4-123-183-0480 is hereby rezoned from R-11 (PUD), Multi-family Residential District with a Planned Unit Development Overlay District to R-11, Multi-family Residential District. The shoreland boundary is not being amended.

The Village Zoning Administrator is hereby directed to record this Zoning Map Amendment on the appropriate sheet of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Municipal Code shall be updated to include said amendment.

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

**VILLAGE BOARD OF TRUSTEES**

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

ATTEST:

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

Posted: \_\_\_\_\_

\_\_\_-Mills Senior Houseing remove PUD.doc

# BEAR DEVELOPMENT

## *Pleasant Prairie Senior Apartments*

Bear Development is proposing a <sup>46</sup>~~thirty six (36)~~ unit, affordable, independent senior apartment complex on the parcel located at the south-east corner of 22<sup>nd</sup> Avenue and 91<sup>st</sup> Street as shown below.



The <sup>46</sup>~~36~~ unit complex, which at the time of concept plan submittal has yet to be named, will be leased to seniors better than 55 years of age and in accordance with all fair housing rules and regulations typical to senior housing. The building will have an elevator and underground parking for each residence. The unit mix will comprise of <sup>24</sup>~~24~~ two bedroom and <sup>22</sup>~~12~~ one bedroom units. The approximate square footage of the units are depicted on the table below

	<u>App. Unit Size (sq. ft.)</u>	
One Bedroom	<del>694</del> sq. ft. - 700 sq. ft.	<sup>679</sup> sq. ft. - <sup>696</sup> sq. ft.
Two Bedroom	1,024 sq. ft.	<sup>1032</sup> sq. ft.

Pending approval of the concept plan Bear Development will be submitting to the Wisconsin Housing Economic Development Authority (WHEDA) for tax credits. The monies raised via the sale of the tax credits will be used as equity for the development. In addition to the tax credit

equity, Bear Development will also be seeking a traditional construction and permanent loan to finance the balance of project costs. In exchange for the tax credits Bear Development will agree to lease 90% of the units to seniors making at or below 60% of the median county income. The proposed rents are as follows.

	<u>Monthly Rental Rate Range</u>
One Bedroom	\$475 - \$695 per month
Two Bedroom	\$550 - \$975 per month

The building will also include a ~~1,400 square foot~~ common area. The common area spaces shall include a small beauty salon, workout facility and business center in addition to a sitting area for cards and other activities. If allowed to proceed and awarded the tax credits from WHEDA we could anticipate construction starting in September 2012.

Regards,

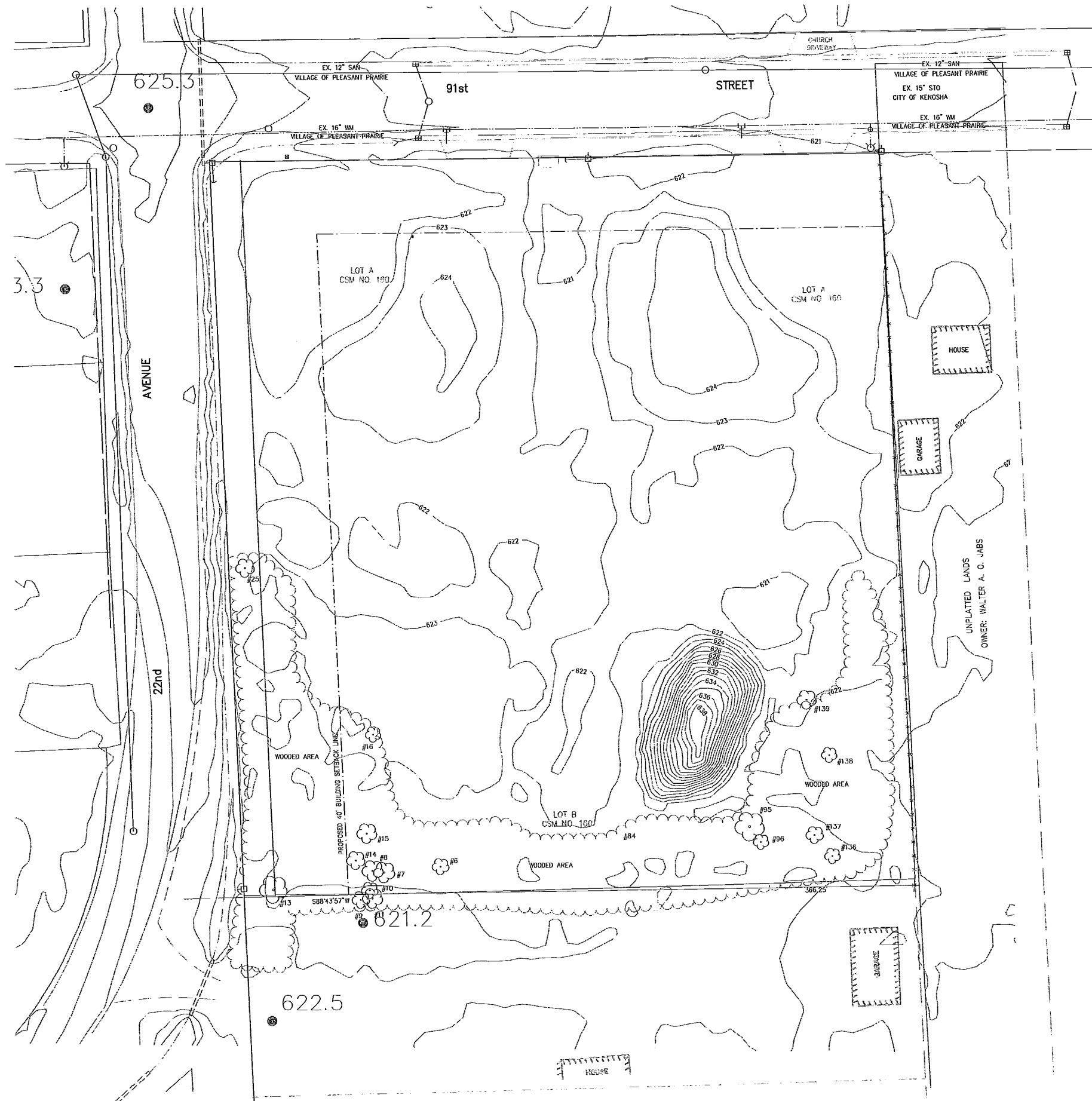


S.R. Mills  
Bear Development

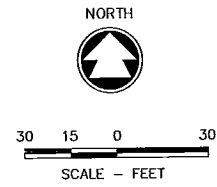




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- EXISTING FEATURES LEGEND
- - EXISTING POWER POLE
  - - EXISTING GUY WIRE
  - - EXISTING MANHOLE
  - ⊙ - EXISTING HYDRANT
  - - EXISTING TELEPHONE PEDESTAL
  - - EXISTING WATER VALVE
  - - - 623 - EXISTING GROUND CONTOURS
  - - - 622 - EXISTING GROUND CONTOURS
  - - - - - EDGE OF WOODS
  - - - - - EXISTING CONCRETE CURB & GUTTER
  - - - - - OVERHEAD ELECTRIC
  - ⊗ - EXISTING TREE WITH TAG ID NUMBER



**McMAHON**  
**ENGINEERS ARCHITECTS**  
 1445 HILTON DRIVE KENOSHA, WI 53108  
 P.O. BOX 1025 KENOSHA, WI 53102  
 Tel: (920) 751-4200 Fax: (920) 751-4284  
 www.mcgrp.com

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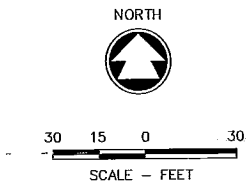
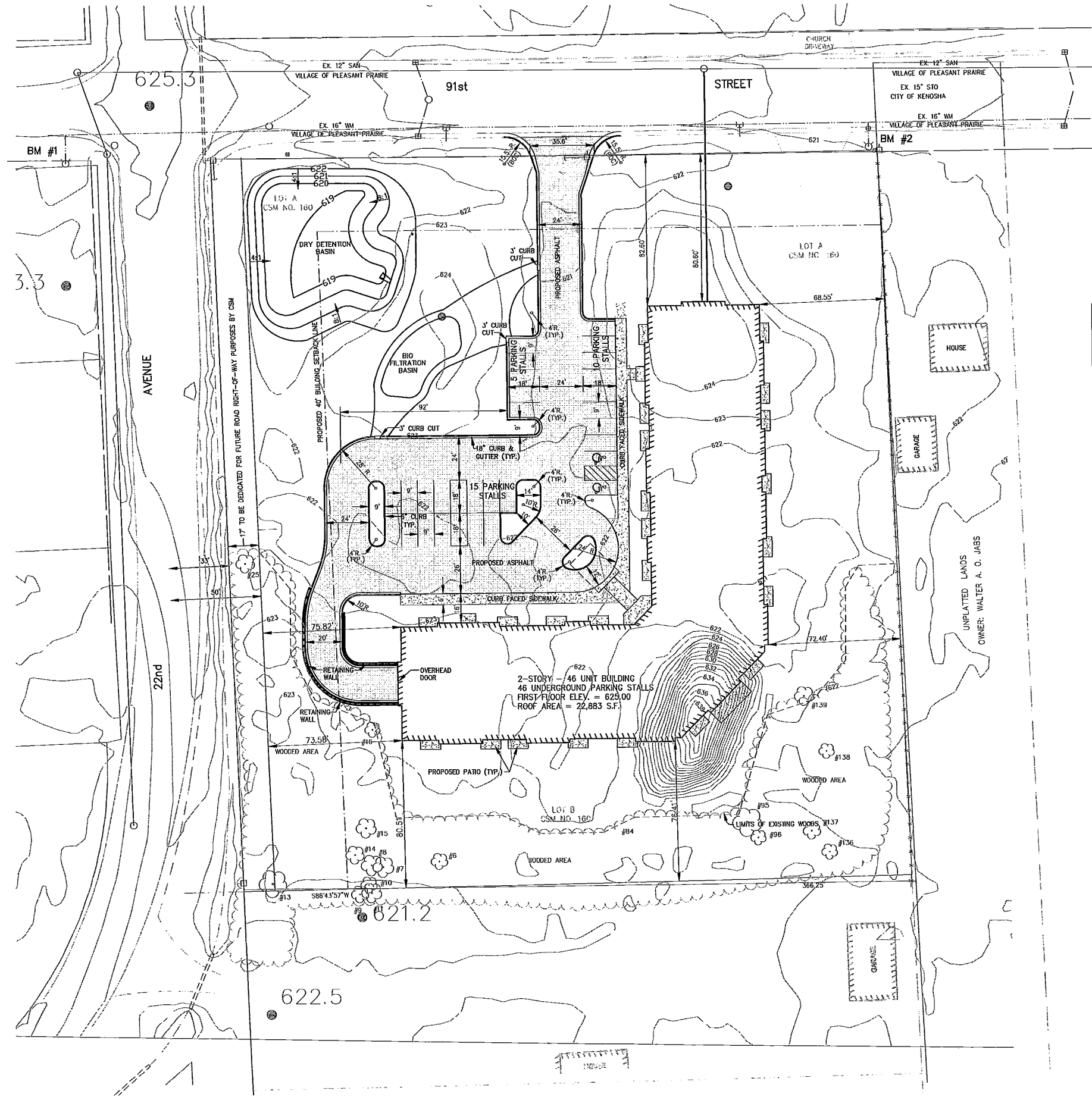
NO.	DATE	REVISION

**EXISTING CONDITIONS**  
**PLEASANT PRAIRIE SENIOR**  
**VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.**

DESIGNED JMH	DRAWN KRH
PROJECT NO. B1054-910644.02	
DATE DEC., 2011	
SHEET NO. <b>C-1</b>	

**RECEIVED**  
 DEC 16 2011  
 Village of Pleasant Prairie

W:\PROJECTS\1054\10544\02\From Owner\02-SITE PLAN.dwg 12/09/11 1:54 PM (K-SilvBASF)



**BENCHMARKS:**  
 BM #1 TOP OF HYDRANT ELEV.=626.00  
 BM #2 TOP OF HYDRANT ELEV.=623.65  
 BM #3 @ 91ST & 17TH TOP OF HYDRANT ELEV.=621.54  
 BM #3 @ 91ST & 24TH TOP OF HYDRANT ELEV.=625.55

**NOTE:**  
 PRIOR TO EXCAVATION, THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.

- EXISTING FEATURES LEGEND**
- - EXISTING POWER POLE
  - - EXISTING GUY WIRE
  - - EXISTING MANHOLE
  - ⊙ - EXISTING HYDRANT
  - ⊕ - EXISTING TELEPHONE PEDESTAL
  - ⊖ - EXISTING WATER VALVE
  - 623--- - EXISTING GROUND CONTOURS
  - 622--- - EXISTING GROUND CONTOURS
  - - - - - EDGE OF WOODS
  - - - - - EXISTING CONCRETE CURB & GUTTER
  - O— - OVERHEAD ELECTRIC
  - ⊕ - EXISTING TREE WITH TAG ID NUMBER

**McMAHON**  
**ENGINEERS ARCHITECTS**  
 1445 McMAHON DRIVE WILKESHA, WISCONSIN 53195  
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 TEL: (262) 751-4284 FAX: (262) 751-4284  
 WWW.MCMAGROUP.COM

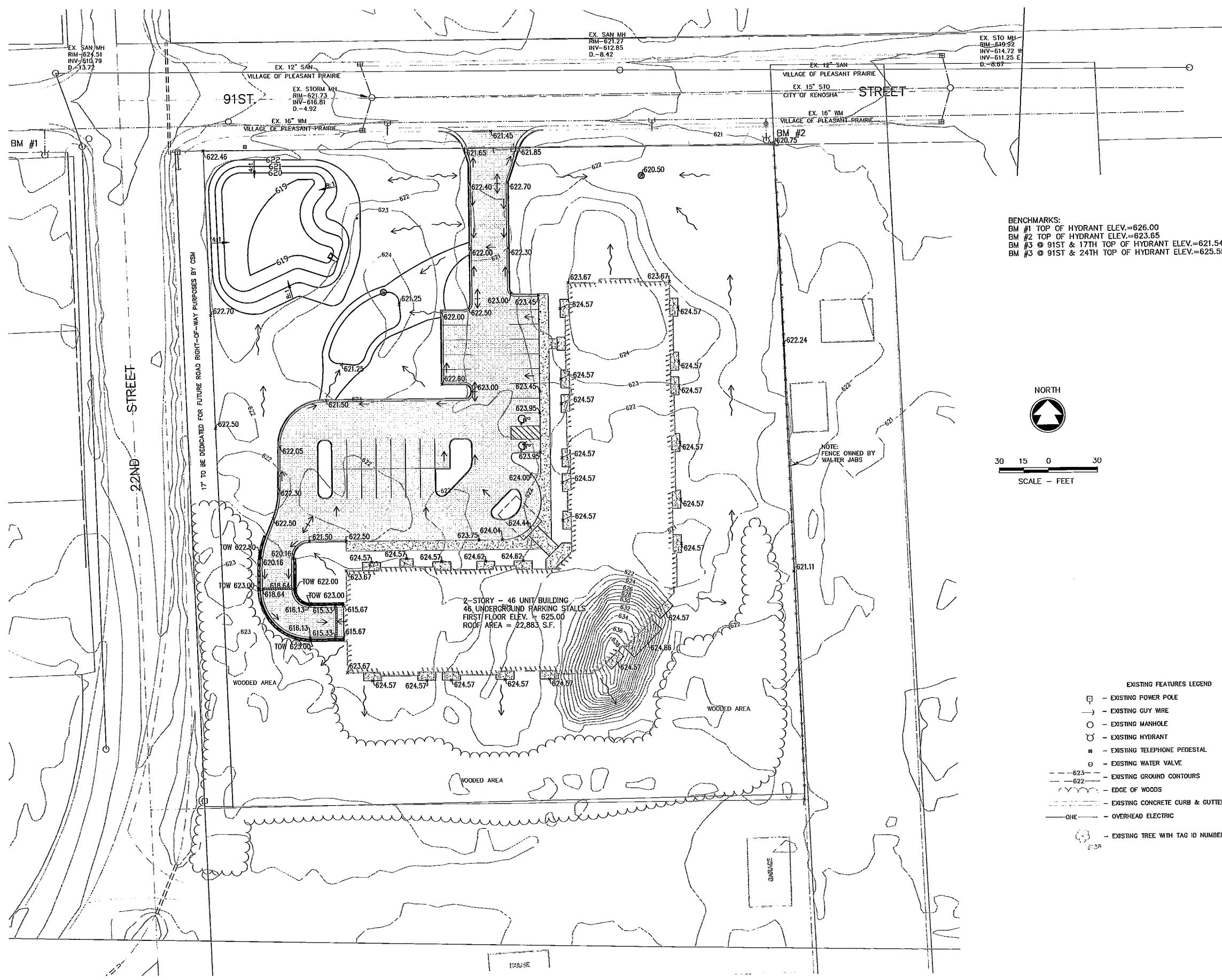
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NO.	DATE	REVISION

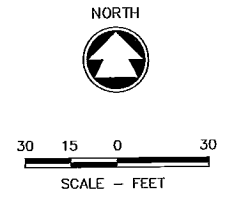
**CONCEPTUAL SITE PLAN**  
**PLEASANT PRAIRIE SENIOR**  
**VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.**

DESIGNED JMH	DRAWN KRH
PROJECT NO. B1054-910644.02	
DATE DEC., 2011	
SHEET NO.	

**C-2**



**BENCHMARKS:**  
 BM #1 TOP OF HYDRANT ELEV.=626.00  
 BM #2 TOP OF HYDRANT ELEV.=623.65  
 BM #3 @ 91ST & 17TH TOP OF HYDRANT ELEV.=621.54  
 BM #3 @ 91ST & 24TH TOP OF HYDRANT ELEV.=625.55



- EXISTING FEATURES LEGEND**
- - EXISTING POWER POLE
  - - EXISTING GUY WIRE
  - - EXISTING MANHOLE
  - - EXISTING HYDRANT
  - ⊕ - EXISTING TELEPHONE PEDESTAL
  - ⊕ - EXISTING WATER VALVE
  - - EXISTING GROUND CONTOURS
  - - - - - EDGE OF WOODS
  - - - - - EXISTING CONCRETE CURB & GUTTER
  - — — — — OVERHEAD ELECTRIC
  - ⊙ - EXISTING TREE WITH TAG ID NUMBER

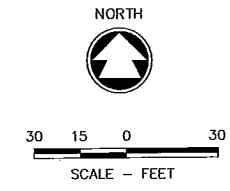
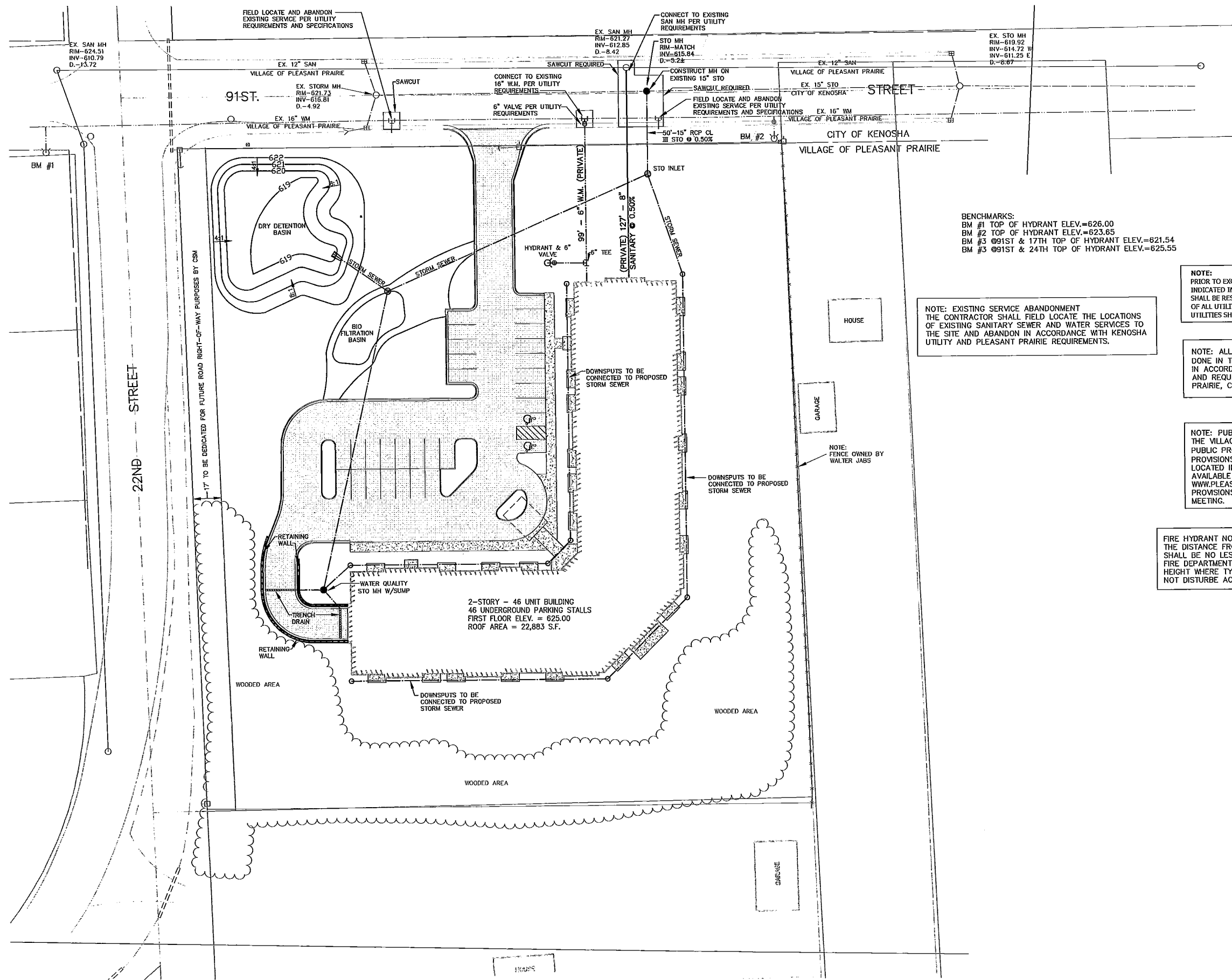
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NO.	DATE	REVISION

**CONCEPTUAL GRADING PLAN**  
**PLEASANT PRAIRIE SENIOR**  
**VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.**

DESIGNED JMH	DRAWN KRH
PROJECT NO. B1054-910644.02	
DATE DEC., 2011	
SHEET NO. <b>C-3</b>	

I:\projects\1045\1045-UTILITY PLAN.dwg 08/18/07 12:52 PM (Conc'd Plat. Rev)



**BENCHMARKS:**  
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 BM #2 TOP OF HYDRANT ELEV.=623.65  
 BM #3 @91ST & 17TH TOP OF HYDRANT ELEV.=621.54  
 BM #3 @91ST & 24TH TOP OF HYDRANT ELEV.=625.55

**NOTE: EXISTING SERVICE ABANDONMENT**  
 THE CONTRACTOR SHALL FIELD LOCATE THE LOCATIONS OF EXISTING SANITARY SEWER AND WATER SERVICES TO THE SITE AND ABANDON IN ACCORDANCE WITH KENOSHA UTILITY AND PLEASANT PRAIRIE REQUIREMENTS.

**NOTE:**  
 PRIOR TO EXCAVATION, THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.

**NOTE: ALL UTILITY BACKFILLING AND RESTORATION WORK**  
 DONE IN THE 91ST. STREET R/W SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND REQUIREMENTS OF THE VILLAGE OF PLEASANT PRAIRIE, CITY OF KENOSHA AND KENOSHA UTILITIES.

**NOTE: PUBLIC INFRASTRUCTURE**  
 THE VILLAGE OF PLEASANT PRAIRIE STANDARD SPECIFICATIONS FOR PUBLIC PROJECTS AND THE VILLAGE'S STANDARD SPECIAL PROVISIONS SHALL BE USED. THE VILLAGE'S SPECIFICATIONS LOCATED IN SECTION 405 OF THE VILLAGE ORDINANCE ARE AVAILABLE ONLINE FROM THE VILLAGE WEBSITE AT WWW.PLEASANTPRAIRIEONLINE.COM. THE STANDARD SPECIAL PROVISIONS WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.

**FIRE HYDRANT NOTE:**  
 THE DISTANCE FROM THE FINISH GRADE LINE TO THE LOWEST DISCHARGE SHALL BE NO LESS THAN 18-INCHES AND NO MORE THAN 23-INCHES. THE FIRE DEPARTMENT CONNECTION SHALL BE LOCATED, AND OF SUFFICIENT HEIGHT WHERE TYPICAL SNOW FALL OR SNOW REMOVAL OPERATIONS WILL NOT DISTURBE ACCESS TO HYDRANT.

**McMAHON**  
 ENGINEERS ARCHITECTS  
 14425 W. WISCONSIN AVENUE, WILSON, WI 53190  
 PHONE: (262) 751-4200 FAX: (262) 751-4284  
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NO.	DATE	REVISION

CONCEPTUAL UTILITY PLAN  
 PLEASANT PRAIRIE SENIOR  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA CO., WI.

DESIGNED	DRAWN
JMH	KRH
PROJECT NO.	
B1054-910644.02	
DATE	
DEC., 2011	
SHEET NO.	
C-4	

Consultant

Notes

**SHEET INDEX:**

**SITE**

C-1.0 SITE PLAN

**ARCHITECTURAL**

A-1.0 BASEMENT PLAN  
A-1.1 FIRST FLOOR PLAN  
A-1.2 SECOND & THIRD FLOOR PLAN  
A-2.1 ELEVATIONS

**SITE DEVELOPMENT STATISTICS - LOT 26**

LOT AREA	19,809 SF/0.2 ACRES
DWELLING UNITS	46 DU
LOT AREA/DU	3,028 SF/DU
DENSITY	14.4 UNITS/ACRE
BUILDING HEIGHT	2 STORIES
GROSS FLOOR AREA (excluding underground parking)	45,766 SF.
FLOOR AREA RATIO	0.33
<b>UNIT MIX</b>	
ONE BEDROOM	20
TWO BEDROOM	18
TOTAL	46
<b>VEHICLE PARKING</b>	
SURFACE	30 (INCL. 2 VAN ACCESSIBLE)
UNDERGROUND	48 (INCL. 1 ACCESSIBLE)
TOTAL	78 (INCL. 2 ACCESSIBLE)

**Revisions**

Submitted - December 16, 2011

**Project Title**

Pleasant Prairie

**91st Street**

Drawing Title  
Site Plan

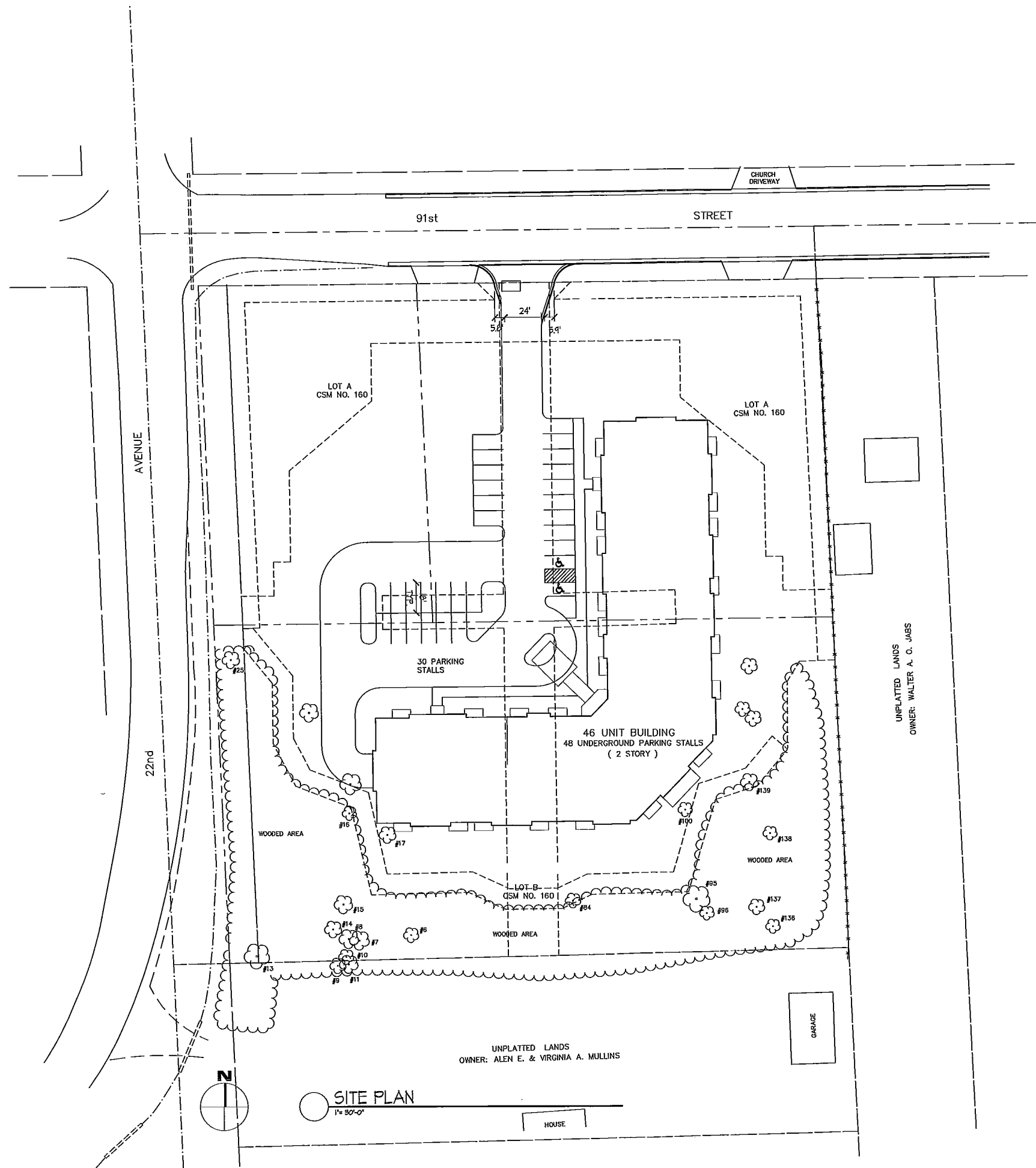
**Project No.**

1128

**Drawing No.**

C-1.0

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**SITE PLAN**  
1" = 30'-0"

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Notes



Revisions  
Submitted - December 16, 2011

○ FRONT ELEVATION  
1/8" = 1'-0"

Project Title  
**Pleasant Prairie**

91st Street  
Drawing Title  
**Building Elevations**

Project No. Drawing No.  
**1128 A-2.1**

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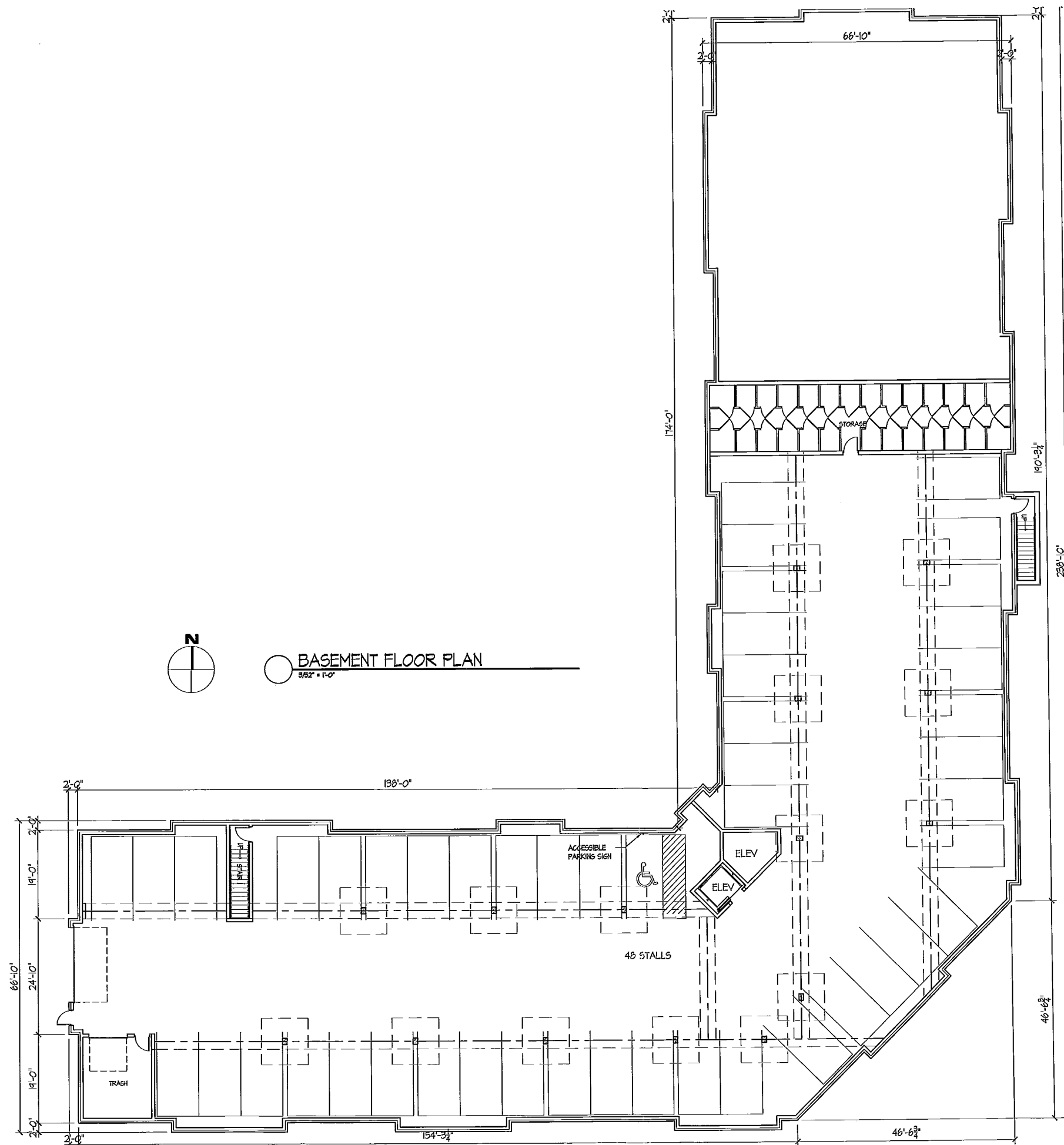
Revisions  
Submittal - December 16, 2011

Project Title  
Pleasant Prairie

41st Street  
Drawing Title  
Basement Floor Plan

Project No. 1128 Drawing No. A-1.0

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DEC 16 2011  
Village of Pleasant Prairie



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Revisions  
Submitted - December 16, 2011

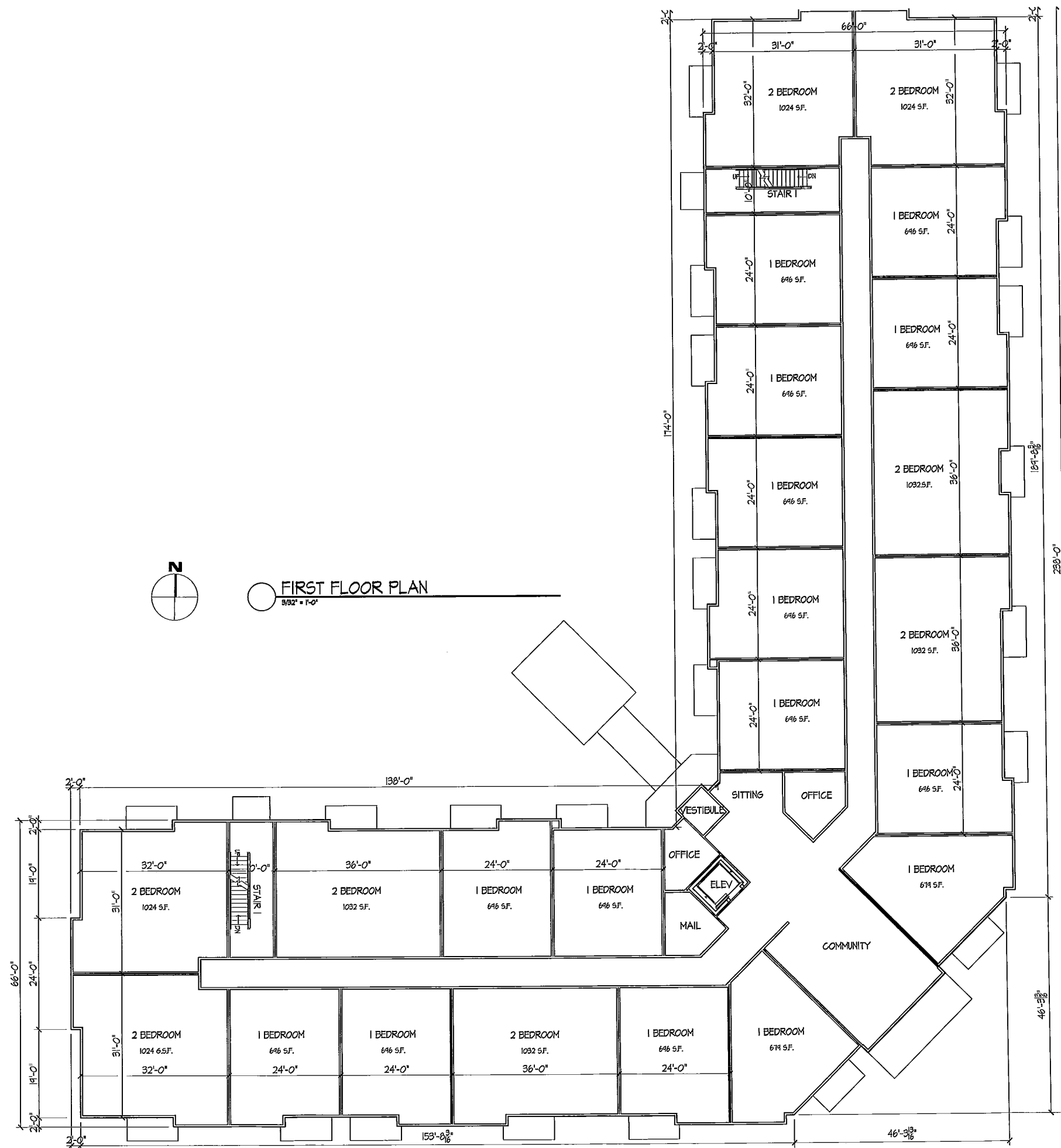
Project Title  
Pleasant Prairie

91st Street  
Drawing Title  
First Floor Plan

Project No.  
1128

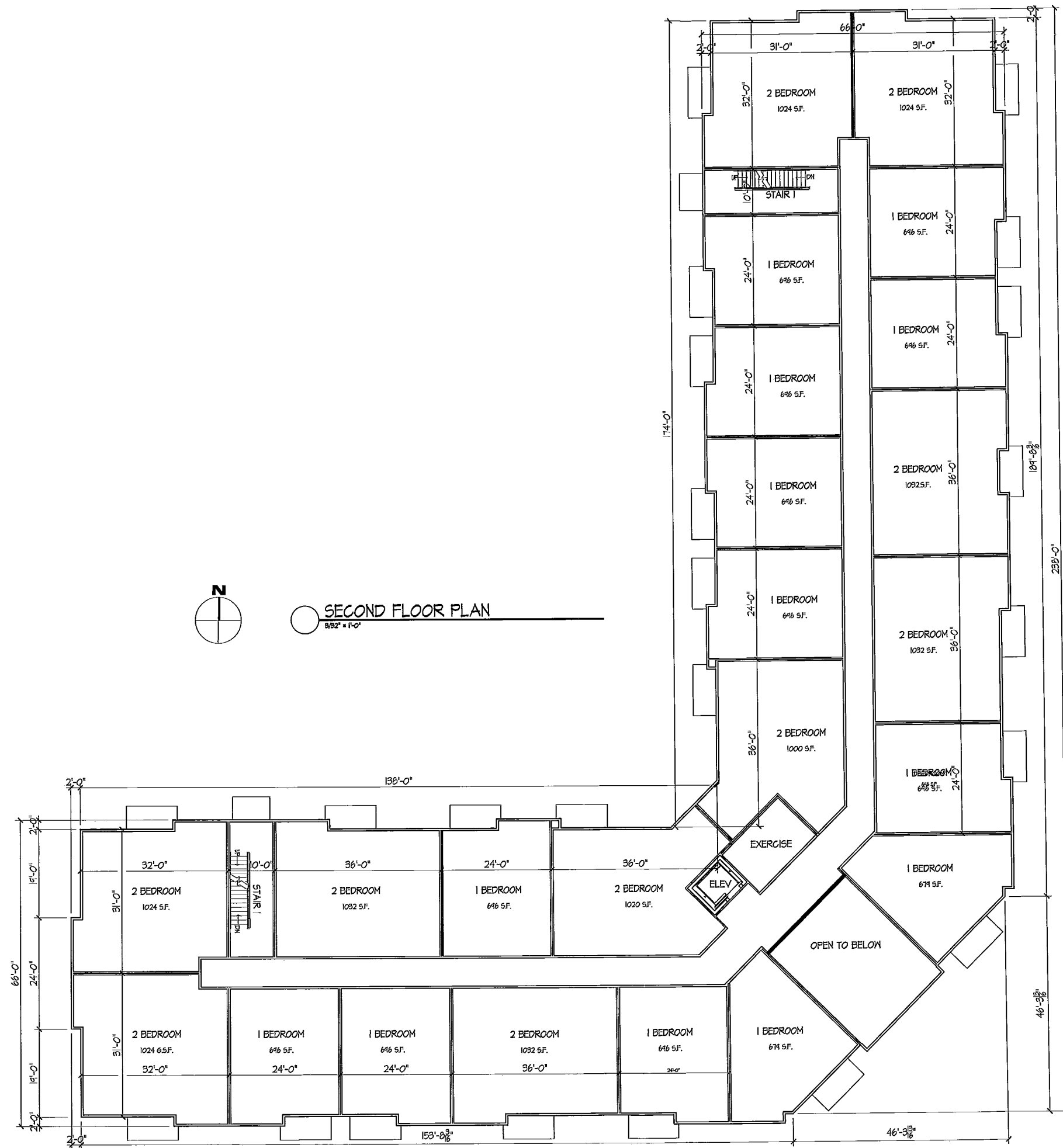
Drawing No.  
A-1.1

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Notes



**SECOND FLOOR PLAN**

5/8" = 1'-0"

Revisions

Submittal - December 16, 2011

Project Title

Pleasant Prairie

91st Street

Drawing Title  
Second Floor Plan

Project No.

1128

Drawing No.

A-1.2

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# PLEASANT PRAIRIE SENIOR RESIDENCE

91 ST STREET, PLEASANT PRAIRIE, WI

**Broadleaf Deciduous**

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
7	⊙	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	AMAB	8'
2	⊙	<i>Betula nigra</i>	River Birch	BERB	10'-12'
2	⊙	<i>Malus 'velvetleaf'</i>	Velvet Foliar Crabapple	VFLR	7'
3	⊙	<i>Pyrus calleryana</i> 'Cleveland Select'	Cleveland Select Pear	CLPV	3"-Cal
4	⊙	<i>Tilia cordata</i> 'Green Spire'	Greenspire Linden	GSPR	3"-Cal

**Broadleaf Evergreen**

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
17	⊙	<i>Buxus 'Green Gem'</i>	Green Gem Boxwood	BUGG	18"

**Conifer Evergreen**

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
15	⊙	<i>Juniperus squamata</i>	Blue Star Juniper	BSTR	5-gal
7	⊙	<i>Picea abies</i>	Norway Spruce	NRWY	8'
22	⊙	<i>Taxus x media</i> 'Densiflora'	Dense Yew	DENS	24"
6	⊙	<i>Taxus x media</i> 'Hicksii'	Hicks Yew	HICK	24"

**Grass**

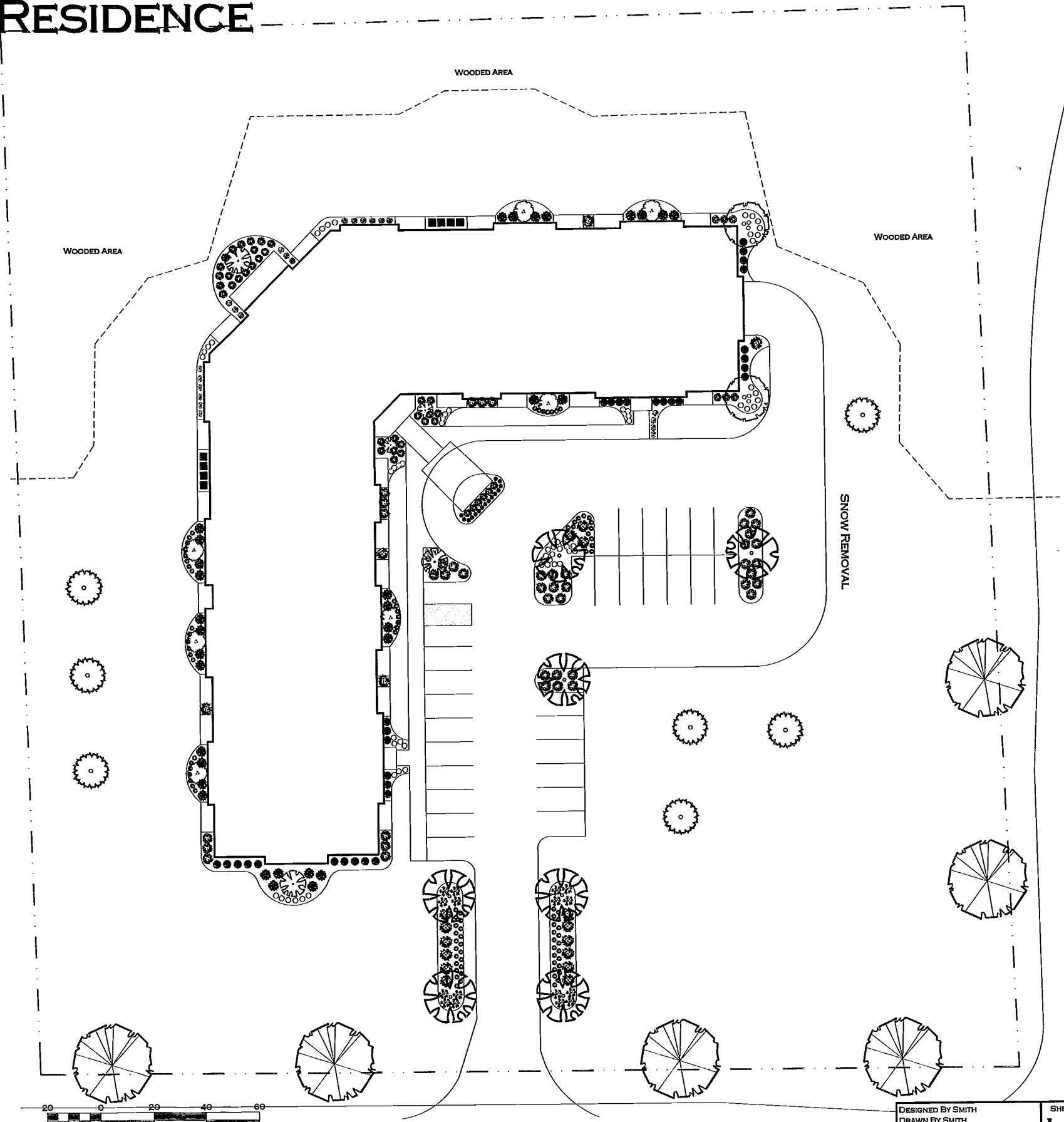
Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
23	⊙	<i>Calamagrostis x acutiflora</i> 'Karl Forester'	Karl Forester Grass	KARL	3-gal

**Perennial**

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
15	⊙	<i>Dianthus gratianopolitanus</i> 'Firewitch'	Firewitch Dianthus	FIRE	4-1/2" pot
58	⊙	<i>Hemerocallis</i>	Stella D'ora Daylily	STEL	1-gal
86	⊙	<i>Heuchera micrantha</i> 'Palace Purple'	Purple Palace Coralbells	PALA	1-gal

**Shrub**

Quantity	Symbol	Scientific Name	Common Name	Code Name	Planting Size
11	⊙	<i>Euonymus alatus</i> 'Compactus'	Dwarf Burning Bush	BURN	3"
30	⊙	<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	ANNA	5-gal
2	⊙	<i>Hydrangea paniculata</i> 'Grandiflora' on std.	Peegee Hydrangea on std.	PSTD	30"
31	⊙	<i>Rosa</i> 'Carpet'	Carpet Rose	CARP	3-gal
18	⊙	<i>Rosa</i> 'Rabrazz'	Knockout Rose	KNOC	3-gal
5	⊙	<i>Spiraea japonica</i> 'Little Princess'	Little Princess Spiraea	LPSP	5-gal
12	⊙	<i>Weigela florida</i> 'Alexandra'	Wine & Roses Weigela	WGRW	5-gal



SCALE 1" = 20'

DESIGNED BY SMITH  
 DRAWN BY SMITH  
 DATE 12-16-12  
 REVISED

SHEET  
**L1**



# COPY

PAGE 1 of 12

CERTIFIED SURVEY MAP NO. 2616

*Doc# 1549407*  
*3/5/08*

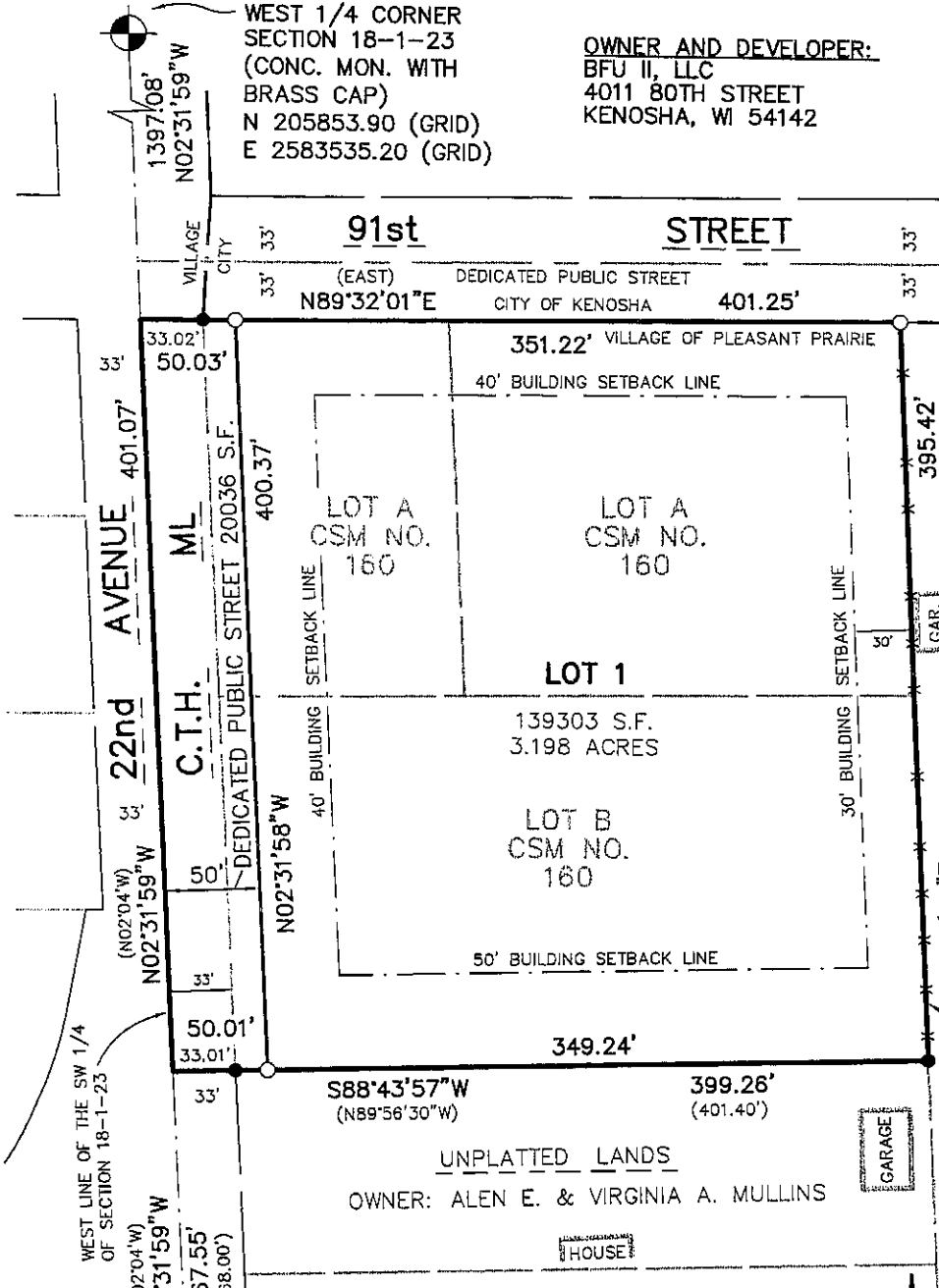
ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

WEST 1/4 CORNER  
SECTION 18-1-23  
(CONC. MON. WITH  
BRASS CAP)  
N 205853.90 (GRID)  
E 2583535.20 (GRID)

**OWNER AND DEVELOPER:**  
BFU II, LLC  
4011 80TH STREET  
KENOSHA, WI 54142

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:  
McMAHON ASSOCIATES, INC.  
C/O Doug Woelz  
1445 McMAHON DRIVE  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
PHONE # (920)-751-4200  
FAX # (920)-751-4284



UNPLATTED LANDS  
OWNER: WALTER A. O. JABS

SOUTHWEST CORNER  
SECTION 18-1-23  
(CONC. MON. WITH  
BRASS CAP)  
N 203190.76 (GRID)  
E 2583653.02 (GRID)

WISCONSIN  
DAVID M. SCHMALZ  
S-1284  
NEENAH, WI  
*David M. Schmalz*  
01-17-08  
02-08-08  
REVISED

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18-1-23, WHICH BEARS N02°31' 59"W.

PROJECT CONVERSION FACTOR:  
GRID/1.0000171 = GROUND

- LEGEND**
- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
  - - 1" IRON PIPE FOUND
  - ( ) - RECORDED BEARING AND/OR DISTANCE
  - ⊙ - CERTIFIED LAND CORNER KENOSHA COUNTY
  - S.F. - SQUARE FEET
  - x-x- - EXISTING FENCE

SEE PAGE 2 OF 12 FOR EASEMENTS THAT AFFECT THE PROPERTY



SCALE - FEET

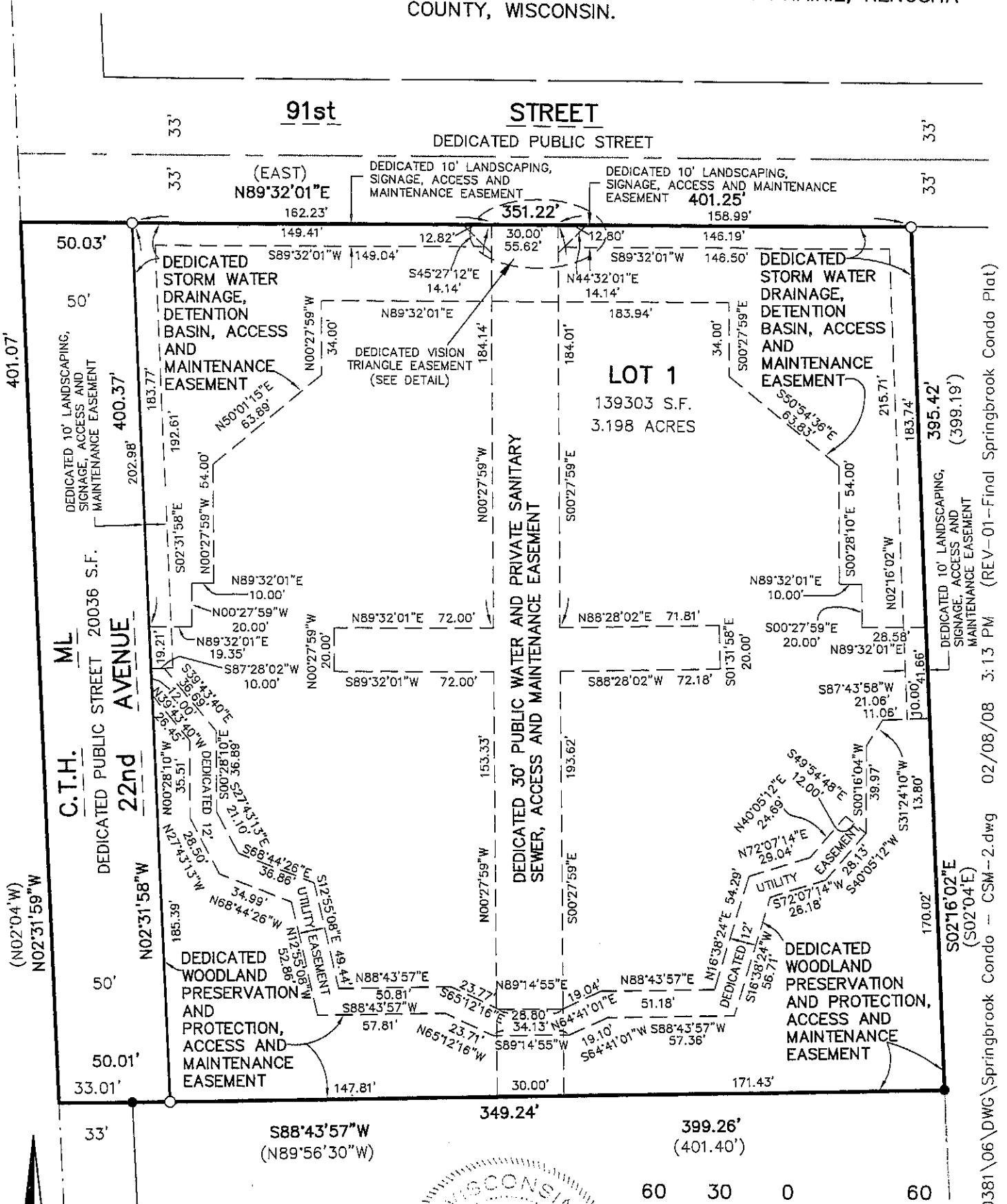
INSTRUMENT DRAFTED BY: DOUG WOELZ RLS-2327

**McMAHON**  
ASSOCIATES

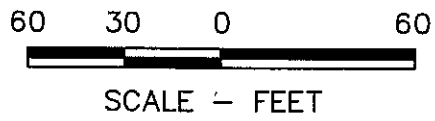
ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
Tel: (920) 751-4200 Fax: (920) 751-4284

ckolkofen w:\DWG\F0945\970381\06\DWG\Springbrook Condo - CSM-1.dwg 02/08/08 3:13 PM

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27). THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 18-1-23, WHICH BEARS N02°31' 59"W.



**McMAHON ASSOCIATES**

ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS  
 1445 McMAHON DRIVE NEENAH, WI 54956  
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
 Tel: (920) 751-4200 Fax: (920) 751-4284

ckalkofen W:\DWG\F0945\970381\06\DWG\Springbrook Condo - CSM-2.dwg 02/08/08 3:13 PM (REV-01-Final Springbrook Condo Plat)

**CERTIFIED SURVEY MAP NO.**

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED WOODLAND PRESERVATION AND PROTECTION, ACCESS AND MAINTENANCE EASEMENT:

Part of Lot B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 24870 square feet of land and described as follows:

Beginning at the Southeast corner of said Lot B; Thence S88°43'57"W, 349.24 feet (recorded as N89°56'30"E) along the South line of said Lot B; Thence N02°31'58"W, 185.39 feet; Thence S39°43'40"E, 26.45 feet; Thence S00°28'10"E, 35.51 feet; Thence S27°43'13"E, 28.50 feet; Thence S68°44'26"E, 34.99 feet; Thence S12°55'08"E, 52.86 feet; Thence N88°43'57"E, 57.81 feet; Thence S65°12'16"E, 23.71 feet; Thence N89°14'55"E, 34.13 feet; Thence N64°41'01"E, 19.10 feet; Thence N88°43'57"E, 57.36 feet; Thence N16°38'24"E, 56.71 feet; Thence N72°07'14"E, 26.18 feet; Thence N40°05'12"E, 28.13 feet; Thence N00°16'04"E, 39.97 feet; Thence S31°13'18"W, 13.80 feet; Thence N87°43'58"E, 21.06 feet to the East line of said Lot B; Thence S02°16'02"E, 170.02 feet along the East line of said Lot B to the Point of Beginning.

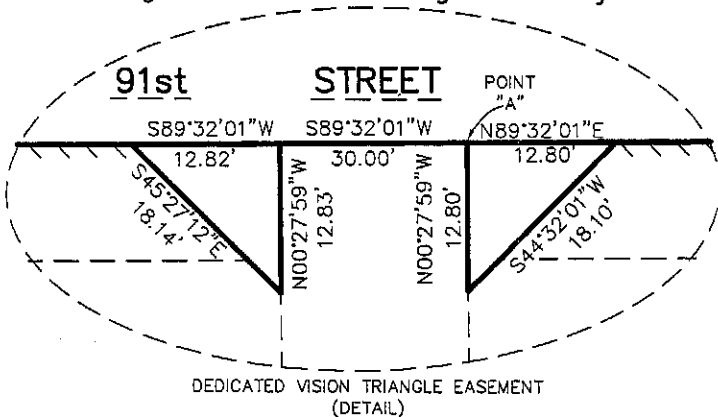
DEDICATED STORM WATER DRAINAGE, DETENTION BASIN, ACCESS AND MAINTENANCE EASEMENT:

Part of Lot A of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 27390 square feet of land and described as follows:

Beginning at the Northeast corner of said Lot A; Thence S02°16'02"E, 183.74 feet along the East line of said Lot A; Thence S89°32'01"W, 28.58 feet; Thence N00°27'59"W, 20.00 feet; Thence S89°32'01"W, 10.00 feet; Thence N00°28'10"W, 54.00 feet; Thence N50°54'36"W, 63.83 feet; Thence N00°27'59"W, 34.00 feet; Thence S89°32'01"W, 183.94 feet; Thence S00°27'59"E, 34.00 feet; Thence S50°01'15"W, 63.89 feet; Thence S00°27'59"E, 54.00 feet; Thence S89°32'01"W, 10.00 feet; Thence S00°27'59"E, 20.00 feet; Thence S89°32'01"W, 19.35 feet; Thence N02°31'59"W, 183.77 feet to the South right-of-way line of 91st Street; Thence N89°32'01"E (recorded as East), 351.22 feet along the said South right-of-way line to the Point of Beginning.

DEDICATED 10' LANDSCAPING, SIGNAGE, ACCESS AND MAINTENANCE EASEMENT: Part of Lots A & B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 7,139 square feet of land and described as follows:

Beginning at the Northeast corner of said Lot A; Thence S02°16'02"E, 225.40 feet along the East line of said Lot A & B; Thence S87°43'58"W, 10.00 feet; Thence N02°16'02"W, 215.71 feet; Thence S89°32'01"W, 146.50 feet; Thence N44°32'01"E, 14.14 feet to the South right-of-way line of 91st Street; Thence S89°32'01"W, 55.62 feet along said South right-of-way line; Thence S45°27'12"E, 14.14 feet; Thence S89°32'01"W, 149.04 feet; Thence S02°31'58"E, 192.61 feet; Thence S87°28'02"W, 10.00 feet; Thence N02°31'58"W, 202.98 feet to the South right-of-way line of 91st Street; Thence N89°32'01"E (recorded as East), 351.22 feet along the said South right-of-way line to the Point of Beginning.



*David M. King*  
01-17-08  
02-08-08 REVISED

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

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATED 12' UTILITY EASEMENT: Part of Lot B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 5,729 square feet of land and described as follows:

Beginning at the Southeast corner of said Lot B; Thence N02°16'02"W (recorded as N02°04'W), 170.02 feet; Thence S87°43'58"W, 21.06 feet; Thence S31°24'10"W, 13.80 feet; Thence S00°16'04"W, 39.97 feet to the Point of Beginning; Thence S40°05'12"W, 28.13 feet; Thence S72°07'14"W, 26.18 feet; Thence S16°38'24"W, 56.71 feet; Thence S88°43'57"W, 57.36 feet; Thence S64°41'01"W, 19.10 feet; Thence S89°14'55"W, 34.13 feet; Thence N65°12'16"W, 23.71 feet; Thence S88°43'57"W, 57.81 feet; Thence N12°55'08"W, 52.86 feet; Thence N68°44'26"W, 34.99 feet; Thence N27°43'13"W, 28.50 feet; Thence N00°28'10"W, 35.51 feet; Thence N39°43'40"W, 26.45 feet; Thence N02°31'58"W, 12.00 feet; Thence N87°28'02"E, 5.96 feet; Thence S39°43'40"E, 36.69 feet; Thence S00°28'10"E, 36.89 feet; Thence S27°43'13"E, 21.10 feet; Thence S68°44'26"E, 36.86 feet; Thence S12°55'08"E, 49.44 feet; Thence N88°43'57"E, 50.81 feet; Thence S65°12'16"E, 23.77 feet; Thence N89°14'55"E, 28.80 feet; Thence N64°41'01"E, 19.04 feet; Thence N88°43'57"E, 51.18 feet; Thence N16°38'24"E, 54.29 feet; Thence N72°07'14"E, 29.04 feet; Thence N40°05'12"E, 24.69 feet; Thence S49°54'48"E, 12.00 feet to the Point of Beginning.

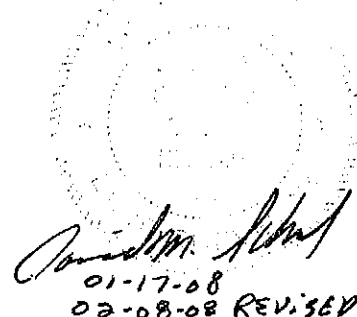
DEDICATED 30' PUBLIC WATER & PRIVATE SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT: Part of Lots A & B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 7,139 square feet of land and described as follows:

Commencing at the Northeast corner of said Lot A; Thence S89°32'01"W (recorded as West), 158.99 feet to the Point of Beginning; Thence S00°27'59"E, 184.01 feet; Thence N88°28'02"E, 71.81 feet; Thence S01°31'58"E, 20.00 feet; Thence S88°28'02"W, 72.18 feet; Thence S00°27'59"E, 193.62 feet to the South line of said Lot B; Thence S88°43'57"W, 30.00 feet along the South line of said Lot B; Thence N00°27'59"W, 193.91 feet; Thence S89°32'01"W, 72.00 feet; Thence N00°27'59"W, 20.00 feet; Thence N89°32'01"E, 72.00 feet; Thence N00°27'59"W, 184.14 feet to the North line of said Lot A; Thence N89°32'01"E (recorded as East), 30.00 feet along the North line of said Lot A to the Point of Beginning.

DEDICATED VISION TRIANGLE EASEMENT: Part of Lot A of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, containing 164 square feet of land and described as follows:

Commencing at the Northeast corner of said Lot A; Thence S89°32'01"W (recorded as West), 146.19 feet along the North line of said Lot A to the Point of Beginning; Thence S44°32'01"W, 18.10 feet; Thence N00°27'59"W, 12.80 feet to a point hereafter referred to as Point "A" and to the North line of said Lot A; Thence N89°32'01"E, 12.80 feet along the North line of said Lot A to the Point of Beginning.

Also commencing at the above described Point "A"; Thence S89°32'01"W, 30.00 feet along the North line of said Lot A to the Point of Beginning; Thence continue S89°32'01"W, 12.82 feet along the North line of said Lot A; Thence S45°27'12"E, 18.14 feet; Thence N00°27'59"W, 12.83 feet to the Point of Beginning.



01-17-08  
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

I, David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Lots A and B of Certified Survey Map No. 160 as recorded in Volume 917 on Page 993, Less and excepting the North 33 feet of Lot A, Being a part of the Southwest 1/4 of the Southeast 1/4 of Section 18, Township 1 North, Range 23 East of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, being more fully described as follows:

Commencing at the Southwest corner of said Section 18; Thence N02°31'59"W, 867.55 feet (recorded as N02°04'W, 868.00 feet) along the West line of said Southwest 1/4 to the Southwest corner of said Lot B and the Point of Beginning; Thence continuing N02°31'59"W (recorded as N02°04'W), 401.07 feet along said West line to the Westerly extension of the South Right-of-Way line of 91st Street; Thence N89°32'01"E (recorded as East), 401.25 feet along said Extended South Right-of-Way line to the East Line of Lot A of said Certified Survey Map No. 160; Thence S02°16'02"E, 395.42 feet (recorded as S02°04'E, 399.19 feet) along the East Line of said Certified Survey Map No. 160 to the Southeast corner thereof; Thence S88°43'57"W, 399.26 feet (recorded as N89°56'30"W, 401.40 feet) along the South line of said Certified Survey Map No. 160 to the Point of Beginning. Subject to all easements and restrictions of record.

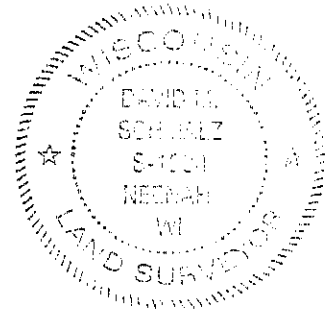
I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this 17th day of January, 2008.

*David M. Schmalz*

REVISED 02-08-08

David M. Schmalz, Reg. WI Land Surveyor S-1284



**McMAHON**  
**ASSOCIATES**  
 ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS  
 1445 McMAHON DRIVE NEENAH, WI 54956  
 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
 Tel: (920) 751-4200 Fax: (920) 751-4284



ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

BFU II, LLC, as Owner, I hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

Dated this 29<sup>th</sup> day of Feb, 2008.

*[Handwritten Signature]*

Stephen C. Mills – Managing Member  
BFU II, LLC

State of Wisconsin)  
Kenosha County) <sup>ss</sup>

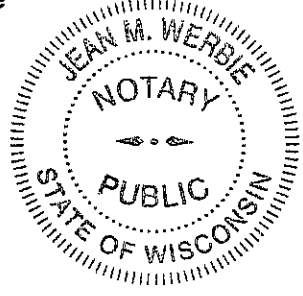
Personally appeared before me on the 29<sup>th</sup> day of February, 2008, the above named person to me known to be the person who executed the foregoing instrument, and acknowledged the same.

*[Handwritten Signature]*  
Notary Public

Jean M. Werbie  
Print Name

Kenosha County, WI

My commission expires 1-17-2010



VILLAGE BOARD CERTIFICATE

We hereby certify that Certified Survey Map, in the Village of Pleasant Prairie, submitted for approval by BFU II, LLC, developer of said lands, was approved by the Village Board of the Village of Pleasant Prairie on this 18<sup>th</sup> day of February, 2008, and that any and all conditions of such approval have been satisfied.

*[Handwritten Signature]*  
Village President – John P. Steinbrink  
*[Handwritten Signature]*  
Village Clerk – Jane M. Romanowski

State of Wisconsin)  
Kenosha County) <sup>ss</sup>

Personally came before me this 28<sup>th</sup> day of February, 2008, John P. Steinbrink and Jane M. Romanowski acknowledged that they executed the foregoing instrument and acknowledge the same.

*[Handwritten Signature]*  
Notary Public

Jean M. Werbie  
Print Name

Kenosha County, Wisconsin  
My Commission Expires: 1-17-2010

*[Handwritten Signature]*  
01-17-08  
02-08-08 REVISED



ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**Certified Survey Map**

**Dedication and Easement Provisions**

1. The fee interest in the areas shown as a **Dedicated Public Street** on this Certified Survey Map (CSM) on 22nd Avenue and 91st Street is hereby dedicated, given, granted and conveyed by the Owner, BFU II, LLC, (referred to as the "Owner") to the Village of Pleasant Prairie, its successors and assigns (the "Village") for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, 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: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters; sidewalks, if required by the Village or the City of Kenosha; street signs, street lights, and street trees; sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements; mailboxes, utility and communications facilities; landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of February 29, 2008 (subject to the rights of the Village to perform the same functions); (2) nonexclusive easements hereby reserved by the Developer for the Springbrook Place Condominium Association, Inc. (Condominium Association) and for the Owners of the Lot 1 shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering, weeding, fertilizing and maintenance of grass within the grassy terrace area of the right-of-way, for the maintenance and replanting of street trees and the maintenance, repair and replacement of sidewalks, if required by the Village or the City of Kenosha, in the area between the roadway and the Lot 1; and (3) nonexclusive easements hereby reserved by the Developer for the Condominium Association for the construction, installation, repair, replacement, maintenance and use of the main entrance private driveway in the area between the roadway and Lot 1 as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of Lot 1, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public street and related improvements, including, without limitation, pavement, curbs and gutters, sidewalks, if required by the Village or the City of Kenosha, street signs, street lights, street trees, sanitary sewer system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities in accordance with the terms and conditions of the Development Agreement on file with the Village Clerk.

2. Easements coextensive with the areas shown as a **Dedicated 12' Utility Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer, (the "Utility and Communications Grantor") to We Energies f/k/a Wisconsin Electric Power Company, AT & T 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 the Condominiums shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required so as not to interfere 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 cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. The Utility and Communications Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the ground condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purposes of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Grantor and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, signage or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

David M. Stief  
01-17-08  
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways 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 and public highway 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 easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed 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.

3. A nonexclusive easement coextensive with the area shown as a **Dedicated 10' Landscaping, Signage, Access and Maintenance Easement on this CSM** is hereby dedicated, given, granted and conveyed by the Developer to the Village for the purposes of planting and installation of trees, shrubs and other landscape materials, signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems and all related ingress and egress, grading, replacement and maintenance activities. This Dedicated 10' Landscaping, Signage, Access, and Maintenance Easement shall be exclusive except for the same easements hereby retained by the Developer for the purposes of satisfying the developer's obligation and warranty for signage installation, maintenance, removal and replacement; installation and replacement of lighting; installation and replacement of water sprinkler systems; planting and installation of trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities and the Condominium Association's obligations in the Restrictive Covenants as set forth below. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.
4. Nonexclusive easements coextensive with the areas shown as **Dedicated Woodland Preservation and Protection, Access and Maintenance Easement** areas on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for woodland conservancy preservation and protection maintenance purposes, for the removal of dead or decayed material and for related ingress and egress. These woodland preservation and protection easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners, collectively the Condominium Association, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot 1 Owners, collectively the Condominium Association, with respect to the Dedicated Woodland Preservation and Protection, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.
5. Nonexclusive easements coextensive with the areas shown as a **Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for storm water drainage purposes, public drainageways, open space areas and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These storm water easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot 1 Owners, collectively the Condominium Association, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot 1 Owners, collectively the Condominium Association, with respect to the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

The Developer shall be responsible for all costs associated with the construction and warranty maintenance of public and private storm water management and drainageway improvements contained within these nonexclusive easements until such time as the referenced Outlots are transferred in ownership and such maintenance responsibility is then transferred to the new Owners, collectively, the Condominium Association.

01-17-08  
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

6. Temporary easements coextensive with the areas shown as a **Dedicated Public Street** on this CSM are hereby dedicated, given, granted and conveyed by the Village to the Developer for roadway pavement and curb and gutter improvements, sidewalks, if required by the Village or the City of Kenosha, sanitary sewer, water, storm sewer and drainage system improvements, street lights, street trees and street signs, and uses and purposes, landscaping maintenance; and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care, street tree, and terrace area maintenance and related maintenance by the Lot Owners, collectively the Condominium Association, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.
7. The fee interest in the areas shown as **Dedicated for Storm Water Drainage, Detention Basin, Access and Maintenance Easement** on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and its successors-in-title for storm water management purposes, storm water detention purposes, open space, public drainageways, and for all related construction, installation, repair, alteration, replacement, lawn maintenance, fountain (if required) and basin maintenance, landscaping, signage, lighting and riprap/structure maintenance and ingress and egress. These fee interests shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities which shall be required by the Owners, collectively the Condominium Association, as will not interfere with the public improvements, uses and purposes of the Village; and (3) such future landscaping, signage, or other uses of the area as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to the storm water drainage, detention basin, open space, access and maintenance easements granted to it and the rights of the Owners, collectively the Condominium Association, with respect to the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance areas, the Village's rights granted under the easements provided on this Plat shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance warranties of public and private storm water management areas, detention basins, open space and drainageway improvements contained within these nonexclusive easements until such time as the referenced areas are transferred for such maintenance responsibility to the Condominium Association.
8. Nonexclusive easements coextensive with the areas as a **Dedicated 30' Public Water, Access and Maintenance Easement** area on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for public water, access and maintenance, conveyance, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These water easements shall be exclusive except for the planting, care, and maintenance responsibilities of the easement areas which shall be required by the Owners of the Lot, collectively the Condominium Association will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, berms, retaining walls, located within the Public Water, Access and Maintenance Easement areas. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association with respect to the Dedicated 30' Public Water, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.
9. Nonexclusive easements coextensive with the areas as a **Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement** area on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village for private sanitary sewer, access and maintenance, conveyance, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These private sanitary sewer easements shall be the planting, care, and maintenance responsibilities of the Owners of the Lot, collectively the Condominium Association will not interfere with the improvements, uses and purposes of the Village. There shall be no structures, fences, berms, retaining walls, located within the Private Sanitary Sewer, Access and Maintenance Easement areas. In the event of any conflicts between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association with respect to the Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed superior.
10. The Developer hereby dedicates, gives, grants, and conveys to the Condominium Association the following Easements:
  - a. Perpetual nonexclusive easements coextensive with the areas shown as **Dedicated Storm Water Drainage, Access and Maintenance Easements** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association for storm water management purposes, public drainageways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance and ingress and egress. These drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof to the Village; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Owners as will not interfere with the improvements, uses and purposes of the Village; and (3) such other uses of the easement as may be approved by the Village. In the event of any conflicts between the rights of the Condominium Association, the rights of the Village pursuant to these easements and the rights of any Owners or entities with respect to the Dedicated Storm Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior.

WISCONSIN  
 PROFESSIONAL SURVEYOR  
 David M. Schulz  
 No. 9-234  
 01-17-09  
 02-09-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

- b. Nonexclusive easements coextensive with area shown as **Dedicated 10' Landscaping, Signage, Access and Maintenance Easements** on this CSM are hereby dedicated given, granted and conveyed by the Developer to the Condominium Association for the purposes of grading/regrading the berms; installation of erosion control measures; installation and planting of trees, shrubs and other landscape elements; installation, maintenance, removal and replacement of signage; installation and replacement of lighting; and all related ingress and egress in accordance with Village approved Landscaping Plans on file with the Village Clerk. In the event of any conflict between the rights of the Condominium Association pursuant to this easement and the rights of the Village, the rights of the Village shall be deemed to be superior.
  - c. Nonexclusive easements coextensive within each area shown as a **Dedicated Woodland Preservation and Protection, Access and Maintenance Easement** on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association for the woodland conservancy protection, preservation and maintenance purposes, for the removal of dead or decayed material and for related ingress and egress. These woodland preservation and protection easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Condominium Owners, as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easements as may be approved by the Village. In the event of any conflict between the rights of the Developer, the rights of the Village pursuant to these easements and the rights of the Lot Owners, collectively the Condominium Association, with respect to the Dedicated Woodland Preservation and Protection, Access and Maintenance Easement areas, the Village's rights under this easement shall be deemed to be superior.
11. The Developer hereby places the following covenants, restrictions and obligations on the Owners of the Lot 1 (collectively the Condominium Association) in the Springbrook Place Condominium Plat:

**Restrictive Covenants**

- a. BFU II, LLC (referred to as the "Owner" for the purposes of this plat) hereby covenants that the Owners of Lot 1 on this CSM, collectively the Condominium Association, shall have the obligation of maintaining the Dedicated Storm Water Drainage, Maintenance and Access Easement areas in a functional, neat and nuisance free condition to handle storm water in the Development shown on this CSM. Such maintenance shall include, without limitation and as needed, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching to reestablish design capacity; removing of trash, debris, leaves and brushing, clearing, repairing and replacing inlets, outlets and catch basin structures; mowing; watering, fertilizing, and weeding to prevent nuisance conditions. No driveways, fences, play equipment, landscaping, berms, or structures shall be erected within the storm water drainage easement areas which blocks, diverts or re-routes the 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. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said responsibilities to the Condominium Association who then shall perform such maintenance without compensation to the satisfaction of the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners of Lot 1, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such storm water drainage maintenance activities, the Owners of Lot 1, collectively the Condominium Association 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 with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- b. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association, shall have the obligation of maintaining the Dedicated Storm Water Drainage, Detention Basin, Access and Maintenance Easement areas shown 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, grading, seeding or sodding, maintaining erosion control methods to protect the drainageways; ditching and dredging to reestablish design capacity; removing of trash, debris, leaves and brush; clearing, repairing and replacing inlets, outlets and catch basin structures; repairing and replacing any fountains or aeration systems within the basins, if installed; providing electrical service and paying for the electricity to operate any fountains or aeration systems (if required) for the basins; mowing; watering, fertilizing, and weeding to prevent nuisance conditions. No driveways, signs, fences, or structures shall be erected within the storm water drainage easement areas which blocks, diverts or re-routes the 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 that the Village may impose. The Developer shall be relieved of these maintenance obligations pertaining to storm water drainage maintenance activities upon the transfer of said maintenance responsibilities to the Condominium Association who then shall perform such maintenance without compensation and to the satisfaction of the Village. This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners of Lot 1, and shall benefit and be enforceable by the Village.

David M. Schauf  
01-17-08  
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

To the extent that the Village performs any such storm water drainage or detention basin maintenance activities, the Owners of Lot 1, collectively the Condominium Association, 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 Plat with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- c. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association, shall have the obligation for maintaining the Dedicated 10' Landscaping, Signage, Access and Maintenance Easement area on shown on this CSM. Such maintenance shall include without limitation and as needed: installing and maintaining signage and related lighting, staking, mulching, weeding, fertilizing, pruning, watering, replanting trees, bushes and plants, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, mail boxes, parking areas, structures or fences shall be erected within the landscape easement area, which might damage the trees or the plantings 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 Owners, collectively the Condominium Association, its successors, assigns and successors-in-title of the Lot, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the signage, lighting, and tree and planting maintenance activities upon the Village's inspection and acceptance of the landscaping materials and plantings, the expiration of the one-year Developer warranty and the transfer of said maintenance to the Condominium Association who then shall perform such maintenance to the satisfaction of the Village. The Condominium Association shall perform such maintenance and planting replacement as may be needed without compensation to the satisfaction of the Village.

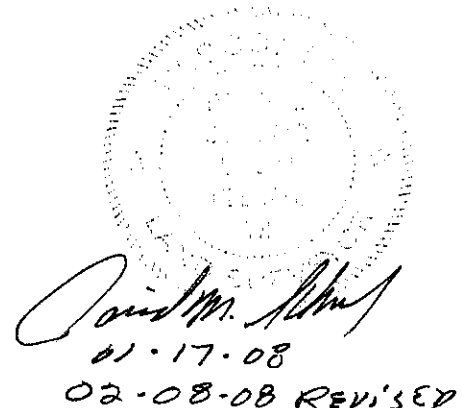
To the extent that the Village performs any such signage, lighting, or landscaping related maintenance activities, the Owners of Lot 1, collectively the Condominium Association, shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special 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 Plat, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- d. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the obligation of maintaining and replacing the street trees and plants located within the Dedicated Public Streets shown on this CSM. Such maintenance shall include without limitation and as needed staking, mulching, weeding, fertilizing, pruning, watering, and replanting and replacing dead trees, and removing of trash, debris, leaves and brush around the 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-ways, which might damage the street trees or plantings or might interfere with the Village's rights to maintain the public street improvements, unless otherwise approved by the Village. This covenant shall run with the land, shall be binding upon the Owners, collectively it's successors, assigns and successors-in-title of Lot 1, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the street tree maintenance activities upon the Village's inspection and acceptance of the street trees, the expiration of the one-year Developer warranty and the transfer of said properties to the Lot Owners, collectively the Condominium Association who then shall perform such street tree maintenance as needed, without compensation to the satisfaction of the Village.

To the extent that the Village performs any such street tree maintenance activities, the Owners of the Lot 1, collectively the Condominium Association, 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, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

- e. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the obligation of maintaining the areas shown as a Dedicated Woodland Preservation and Protection, Access and Maintenance Easemen area shown on this CSM. Such maintenance shall include without limitation and as needed removing of dead, dying or decayed trees, and plant materials, and trimming nuisance branches as approved by the Village and removing of trash or debris in order to prevent a nuisance condition. No signage or fences shall be erected within the tree area, which might damage the tree areas. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of Lot 1, in their capacity as Owners and shall benefit and be enforceable by the Village. The Developer shall be relieved of these maintenance obligations pertaining to the woodland area maintenance activities upon the Village's inspection and acceptance of the development, the expiration of the one-year Developer warranty and the transfer of said responsibility to the Condominium Association who then shall perform such maintenance as needed, without compensation, to the satisfaction of the Village.

To the extent that the Village performs any such woodland related maintenance or investigation into tree cutting, the Owners, collectively the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners, collectively the Condominium Association, 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 these Provisions.



*David M. Adams*  
01-17-08  
02-08-08 REVISED

ALL OF LOTS A & B OF CERTIFIED SURVEY MAP NO. 160 AS RECORDED IN VOLUME 917 ON PAGE 993, LESS AND EXCEPTING THE NORTH 33 FEET OF LOT A, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

- f. The Developer hereby covenants that the Dedicated 30' Public Water, Access and Maintenance Easements shown on this CSM hereby places limitations and restrictions on the use of the referenced Lot because of the location of this Public Water Access and Maintenance Easement, which were given, granted and conveyed by the Developer to the Village for public water system improvements, uses and purposes, and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings, grading and maintenance activities to serve the Development as referenced in the Dedication and Easement Provisions on this CSM. The Developer further covenants that there shall be no structures, buildings, fencing, landscaping, parking areas, or driveways of any kind permitted by right within the public water easement area. If after a written request the Village approves an exception and approves the installation of any fencing or landscaping within the public water easement areas, it will be the Owners of the affected property, not the Village, who shall be responsible for any and all costs associated with the removal and or replacement of said fencing or landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village.
- g. The Developer hereby covenants that the Owners of Lot 1, collectively the Condominium Association shall have the Obligation of maintaining the areas shown as Dedicated 30' Private Sanitary Sewer, Access and Maintenance Easement shown on this Plat. Said easement areas shall be used for private sanitary sewer system improvements, uses and purposes and for all related and incidental ingress and egress, construction, installation, repair, alteration replacements, plantings, grading and maintenance activities to serve the Development as referenced in the Dedication and Easement Provisions on this Plat. The Developer further covenants that there shall be no structures, buildings, fencing, landscaping, parking areas, or driveways of any kind permitted by right within the private sanitary sewer easement areas. If after written request, the Village approves an exception and approves the installation of any parking areas, driveways, fencing or landscaping within the private sanitary sewer easement areas, it will be the owners of the affected property, not the Village, who shall be responsible for any costs associated with the removal or replacement of said parking areas, driveways, fencing or landscaping. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successor-in-title, in their capacity as Owners and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such sanitary sewer maintenance activities, the Owners, collectively the Condominium Association, 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, the Village shall have no obligation to do anything pursuant to its rights under these Provisions.

DAVID M. SCHMID  
 01-17-08  
 02-08-08 REVISED

- D. **PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT** for the request of Jonah Hetland, agent for Bear Homes LLC to use the house located at 9466 Ashbury Lane in the Ashbury Creek Subdivision as a model home.

**Recommendation:**

Village staff recommends that the Plan Commission approve the **Conditional Use Permit** subject to the attached comments and conditions of the Village Staff Report of January 30, 2012.



## VILLAGE STAFF REPORT OF JANUARY 30, 2012

**CONSIDERATION OF A CONDITIONAL USE PERMIT** for the request of Jonah Hetland, agent for Bear Homes LLC to use the house located at 9466 Ashbury Lane in the Ashbury Creek Subdivision as a model home.

### ***PUBLIC HEARING COMMENTS:***

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

### **Findings of Fact**

1. The petitioner is requesting a **Conditional Use Permit** for Bear Homes LLC to use the house located at 9466 Ashbury Lane in the Ashbury Creek Subdivision as a model home. (**Exhibit A**). The subject property is known as Lot 18 in the Ashbury Creek Subdivision, located in a part of the Southeast One Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village and further identified as Tax Parcel Number 91-4-122-084-0168.
2. The single-family lots within the Ashbury Creek Subdivision are zoned R-4.5, Urban Single Family Residential District. Pursuant to Section 420-109 C (1) (b) of the Village Zoning Ordinance, model single-family homes and related temporary real estate sales offices or marketing centers are allowed in the R-4.5 District with the approval of a Conditional Use Permit issued by the Plan Commission.
3. On September 20, 2011, the Village issued the required zoning, building and erosion control permits (Permit No. 11-09-035) for the construction of a 2,045 square foot single-family dwelling.
4. Pursuant to Section 420-148 (67) of the Village Zoning Ordinance, the Model Home and Sales Center may be located in a new development for a period not to exceed two (2) years from the date of occupancy and the Plan Commission may set specific time frames for which the model home and marketing center can be open.
5. The petitioner is proposing to have the model home opened during the following hours: Sunday 12:00 p.m. to 4:00 p.m., Tuesday 4:00 p.m. to 6:00 p.m., Thursday 3:00 p.m. to 8:00 p.m. and Saturday 10:00 a.m. -3:00 p.m.
6. Parking shall be provided on the driveway and is allowed on Ashbury Lane adjacent to the lot. Vehicular parking shall not block any driveways or fire hydrants and shall not be parked on the street during a snow emergency or hinder traffic visibility.
7. The conditions for approval of a model home, including the Village Zoning Ordinance Conditional Use Permit standard conditions pursuant to Section 420-148 (67), are set forth in the staff recommended conditions of approval as identified in this Village Staff memorandum.
8. Notices were sent to adjacent property owners via regular mail on January 6, 2012 and the required notice was published in the Kenosha News on January 16 and 23, 2012.
9. The petitioner was emailed a copy of this Memorandum on January 27, 2012.
10. According to Article XVIII of the Village's Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact, the application and related materials and information presented at the public hearing that the project as planned, will not violate the intent and purpose of all Village Ordinances and meets the minimum standards for granting of a Conditional Use Permit.

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

***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, Urban Single Family Residential District in which it is located or the adjoining residential neighborhood; and
- the proposed and applied for use will comply with all applicable Village ordinance requirements and all other applicable federal, state or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water services, storm water management, streets and highways and fire protection.

**Based on the foregoing information, the Village staff recommends that if the Plan Commission determines that the petitioner has met the specific standards for granting of a Conditional Use Permit as specified above; then approval of the Conditional Use Permit to use the house located at 9466 Ashbury Lane (Lot 18 in the Ashbury Creek Subdivision) as a model home shall be approved subject to the following conditions:**

1. **The property shall be completely landscaped by June 1, 2012 and the driveway shall be paved by prior to occupancy and use of the home as a model home/sales center.**
2. The garage shall not be converted for use as a showroom or sales office.
3. The petitioner is responsible to ensure that any brochures or informational marketing materials used to market the model home that are distributed on-site do not blow onto adjacent properties. All litter or debris generated at the site shall be picked up at the end of every business day.
4. Proper exterior maintenance of the property shall be provided, such as but not limited to lawn and yard maintenance and snow removal.
5. Said model home shall be handicapped accessible and meet all ADA requirements.
6. Parking shall be provided on the driveway and is allowed on Ashbury Lane adjacent to the lot. Vehicular parking shall not block any driveways or fire hydrants and shall not be parked on the street during a snow emergency or hinder traffic visibility.
7. **The model home may operate from this home for a period not to exceed two (2) years from the date of verbal occupancy of the home or until the home is sold, whichever comes first.**

8. The model home is allowed to be open during the following hours: Sunday 12:00 p.m. to 4:00 p.m., Tuesday 4:00 p.m. to 6:00 p.m., Thursday 3:00 p.m. to 8:00 p.m. and Saturday 10:00 a.m. -3:00 p.m. or by appointment.
9. The model home shall **not** be used as living quarters while operating pursuant to the Conditional Use Permit.
10. Prior to any model home sign being installed, the property owner shall obtain the required sign permit prior to installation of said sign.
11. **The model home site shall not display any streamers, banners, triangle flags, pennants, strings of pennants, pinwheels, etc., at any time on the property. No off-lot directional, marketing or off-premise advertizing signage is allowed during the week or on the weekends. Violation of this requirement may result in immediate revocation of this conditional use permit.**
12. All plans shall conform to applicable Village ordinance requirements, and to all other applicable local, State and Federal requirements relating to land use, buildings, development control, land division, environmental protection, sewer service, water service, storm water management, noise, streets and highways and fire protection; and in the event of conflicting requirements or standards, the most restrictive shall apply.
13. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
14. No changes to the exterior site or house conditions shall be made without the Village's approval. In addition, any addition, alteration, extension, expansion, repair or other proposed change in the approved model home operation shall be subject to the Village's Conditional Use procedures as if such use were being established anew.
15. Upon approval of the Conditional Use Permit the property owner shall sign the Conditional Use Grant Document and the document shall be recorded at the Kenosha County Register of Deeds office.
16. The Conditional Use Grant shall become effective upon the execution and recording of the document and shall constitute an effective covenant running with the land. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance. Construction and operation of the use granted shall be in strict conformity to the approved plans filed in connection with the petition for this permit. Violations of these conditions may result in the revocation of the Conditional Use Permit(s) or zoning violation prosecution, or both.
17. The Conditional Use Grant is subject to amendment and termination in accordance with the provisions of the Village Zoning Ordinance.



Rev. 1/98  
2/01  
1/04

Filed 12/28 2011 Published 1/16 2012  
Public Hearing 1/30 2012 1/23 2012  
Fee Paid 12/28 2012 Approved \_\_\_\_\_ 20\_\_\_\_  
Notices Mailed 1/6 2012 Denied: \_\_\_\_\_ 20\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
CONDITIONAL USE PERMIT**

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

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

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

It is petitioned that the following Conditional Use Permit be approved: Model Home  
within a S.F. Subdivision

on the property located at: 9466 Ashbury Ln and is legally described as follows  
(address)

as follows: Lot 18 Ashbury Creek Subdivision, PT SE 1/4  
Sec 8, T 2N, R 22E Village of Pleasant Prairie

Tax Parcel Number(s): 91-4-122-084-0168

The proposed use for this property is: Model Home

Current zoning of the property: Residential

Proposed zoning of the property: Residential

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

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

PROPERTY OWNER: \*Bear Homes

Print Name: S.R. Mills

Signature: [Signature]

Address: 4011 80th St

Kenosha WI 53142  
(City) (State) (Zip)

Phone: 262 694 2327

Fax: \_\_\_\_\_

Date: 12/12/11

OWNER'S AGENT:

Print Name: Jonah Hetland

Signature: [Signature]

Address: 4015 80th St

Kenosha WI 53142  
(City) (State) (Zip)

Phone: 262 842 0483

Fax: \_\_\_\_\_

Date: 12/12/11



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Village of Pleasant Prairie  
Attn: Peggy Herrick  
9915—39th Ave  
Pleasant Prairie, WI

RE: Conditional Use Permit—Model Home

Mrs, Herrick,

Please accept this application for a Conditional Use Permit for a Model Home to be located on Lot 18 within the Ashbury Creek Subdivision. We will be completing the construction of a 2049 sq ft Ranch on this lot in February 2012 and plan on fully furnishing this as a model home. We anticipate using this as a model for approx 1 year and will have a temp office located here. The hours of operation for this model/office will be the following:

Sunday: 12-4pm  
Tuesday: 4-6pm  
Thursday: 3-8pm  
Saturday: 10-3pm

These hours are subject to change. Please let me know if you have any additional questions related to this application.

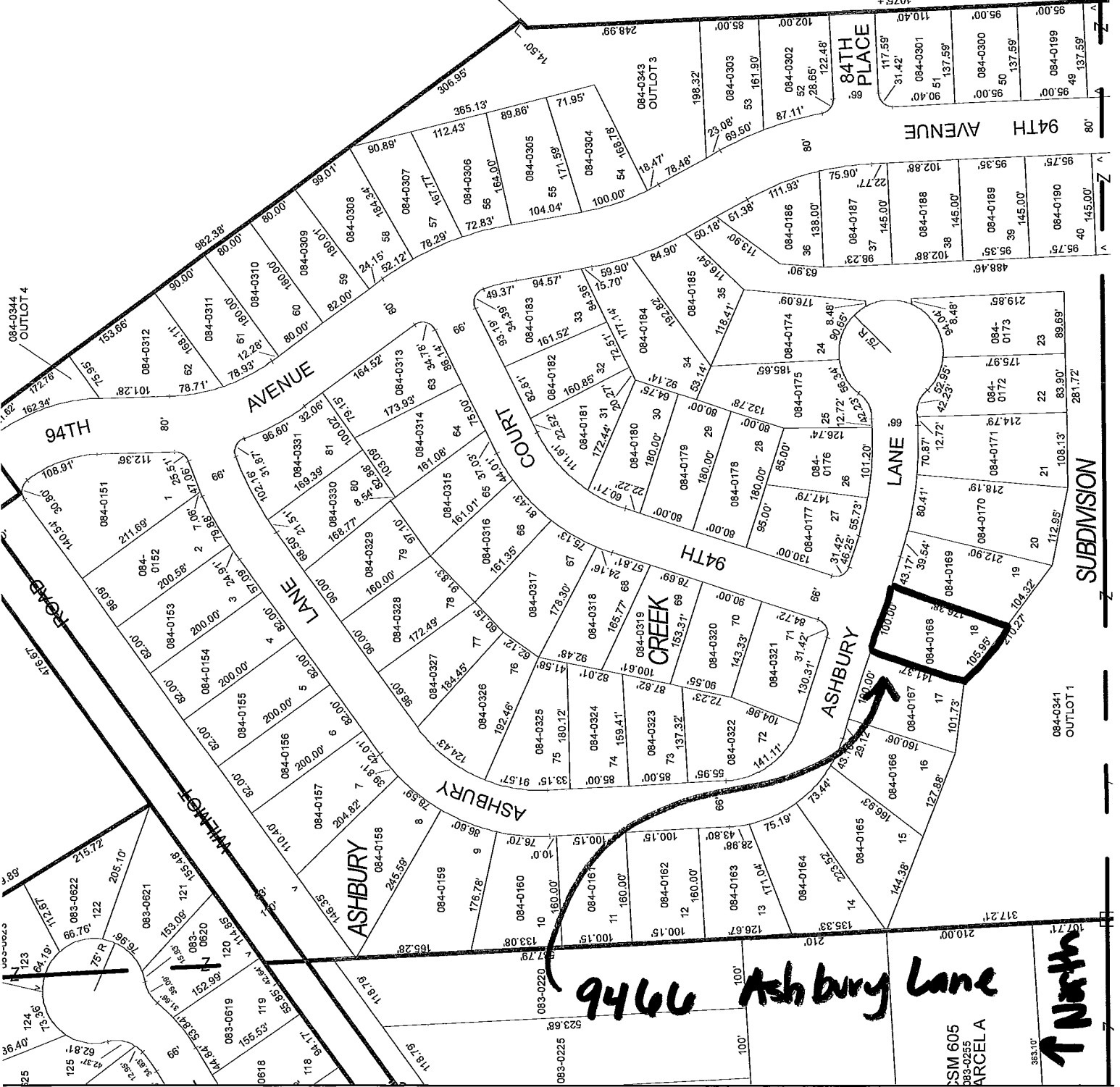
Thank You

A handwritten signature in black ink, appearing to read "Jonah Hetland".

Jonah Hetland  
Bear Homes, LLC  
262-842-0483

# General Location Map

084-0101  
LOT 1

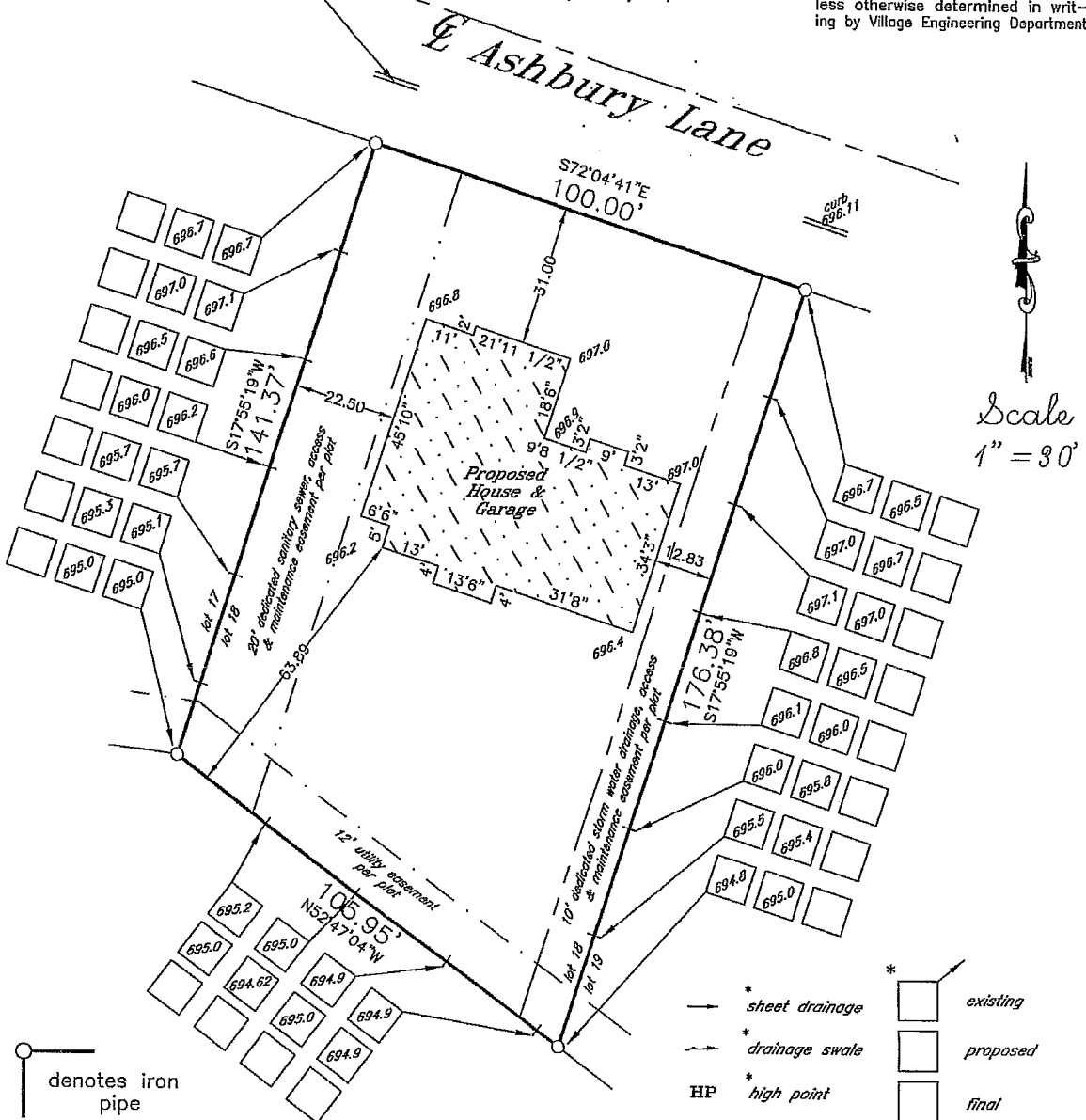


012208(3)

project BENCHMARK -- point spot on top of curb elevation = 696.63

\* Verify exact number with Village Engineering Department

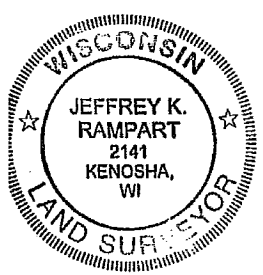
\* outside finish grade = EL 698.30 (advisory only) -- top of foundation = EL 699.00 (advisory only) unless otherwise determined in writing by Village Engineering Department



Proposed building field staked true size. Contractor to verify all dimensions before building with 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. tax key no.: 91-4-122-084-0168  
 8121 22ND AVENUE  
 KENOSHA, WI 53143

Plat of Survey of  
 LOT 18 IN  
 ASHBURY CREEK  
 in SE1/4 Section 8-1-22  
 VILLAGE OF PLEASANT PRAIRIE  
 KENOSHA COUNTY, WIS.



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

*[Signature]*  
 Reg. Land Surveyor  
 July 22, 2011  
 Revised 9/14/11  
 Revised 9/20/11

-for-  
 Bear Development

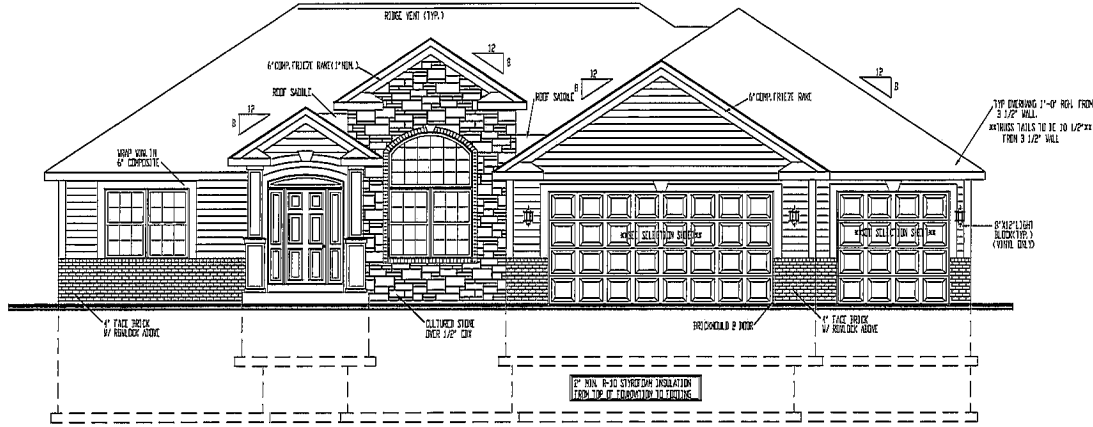
**KINGSTON**

**\*H. P. VINYL WINDOWS\***  
DRYWALL RETURNS W/ WOOD LEDGES\*

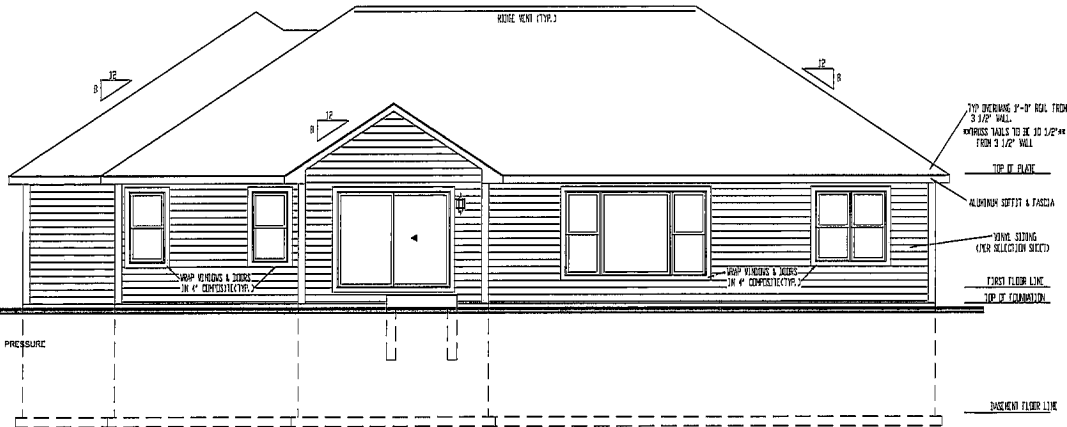
**\*\*ARCHITECTURAL ROOF W/ CLOSED VALLEYS\*\***

**\*\*HOUSEWRAP ENTIRE BUILDING\*\***

**focus on energy**  
Partnering with Wisconsin utilities



**FRONT ELEVATION**  
SCALE: 1/4"=1'-0"



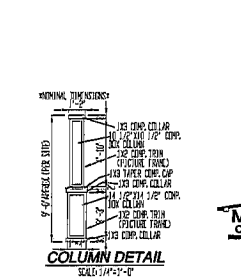
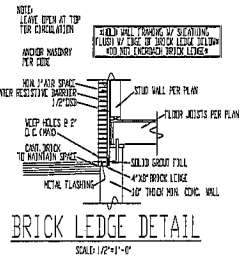
**REAR ELEVATION**  
SCALE: 1/4"=1'-0"

**SPECIAL NOTES**

THE SUPPLIER ACKNOWLEDGE THAT IN THE COURSE OF BUILDING, BECAUSE OF JOB CONDITIONS AND DIFFERENT METHODS OF CONSTRUCTION, SEVERAL ITEMS MAY DEPART FROM THE PLAN.  
NEVERTHELESS, THE BUILDER RESERVES THE RIGHT TO MAKE SLIGHT MODIFICATIONS TO ROOM SIZES AND PLACEMENT OF MECHANICAL FEATURES (E.G. HVAC, PLUMBING, ELEC. AND DOWNSPOUTS.)

**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 10" FROM THE WALL FOR THE TOILET AND 5" 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 SHOWN ON THE PLAN. ALL EXTERIOR OPENINGS ON THE SECOND FLOOR UP TO A 6"0" SPAN ARE TO BE A MINIMUM OF (2) 2"x12" HEADERS. ANY BEARING OPENING ON FIRST OR SECOND FLOOR OVER 6"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-20 BATT INSULATION IN THE CEILING. (WHERE APPLICABLE) R-19 BATT INSUL IN BOX SILL AND 3/4" PRESSURE TREATED PLANK (NO R-BOARD) IS TO BE USED ON 1ST FLOOR CANTILEVERS. 2ND FLOOR CANTILEVERS ARE TO BE INSULATED W/ R-19 BATT INSULATION.
- 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 LAGGED HEADERS FACE CENTRAL. ALL BEARING WALLS WILL BE NOTED AS TO THE PLAN.
- METAL WRAPAROUND IS TO BE USED AT ALL EXTERIOR CORNERS WHERE SUITABLE, EXCLUDING WHERE OSB IS SUBSTITUTED. R-BOARD IS TO BE INSTALLED ON REMAINING WALLS.
- 7/16" OSB IS TO BE USED ONLY ON GARAGE EXTERIOR WALLS. ALL GABLE ENDS, FIREPLACE CHIMNEYS AND ALL MANGING WINDOW ROOFING SHALL BE 5/8" OSB @ 12" O.C.
- ALL HEADERS (INTERIOR BEARING AND ALL EXTERIOR) ARE TO BE NAILED WITH 16D NAILS AT 12" O.C. SHOCKED ON EACH SIDE. ALL MICROLAM HEADERS ARE TO BE NAILED W/ 16D NAILS @ 12" O.C. STRAGGLED ON EACH SIDE AND GULDED.



RESTRICTION: CUSTOM BUILT DESIGN FOR  
**CUSTOMER: SPEC. HOME**  
**LOCATION: ASHBURY CREEK, LOT 18 PLEASANT PRAIRIE**



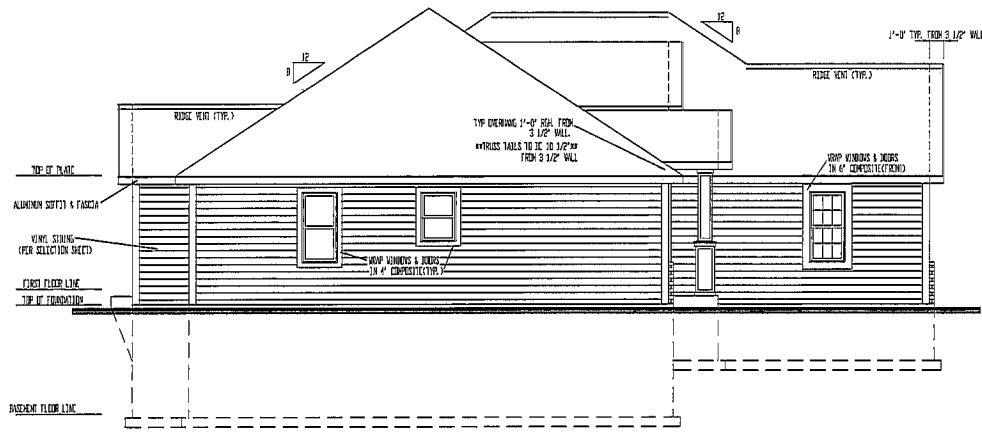
**MADDCADDER**  
CUSTOM HOME DESIGN

REVISIONS:  
8/15/11 8/23/11  
8/17/11 8/23/11  
8/25/11

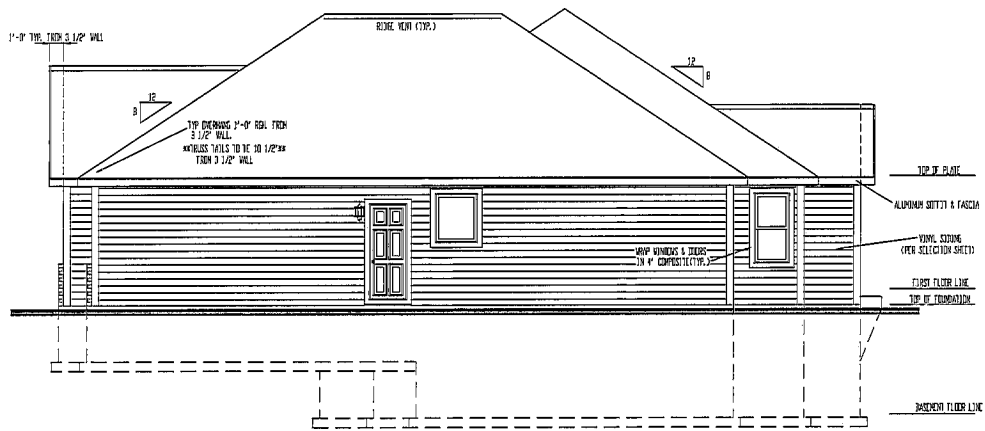
DRAWN BY: N. C.  
DATE: 8/12/11  
SCALE: 1/4"=1'-0"

SHEET 1 OF 1



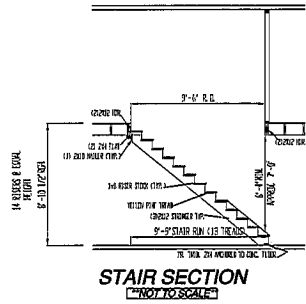
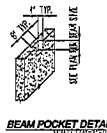


**LEFT ELEVATION**  
SCALE 1/4"=1'-0"



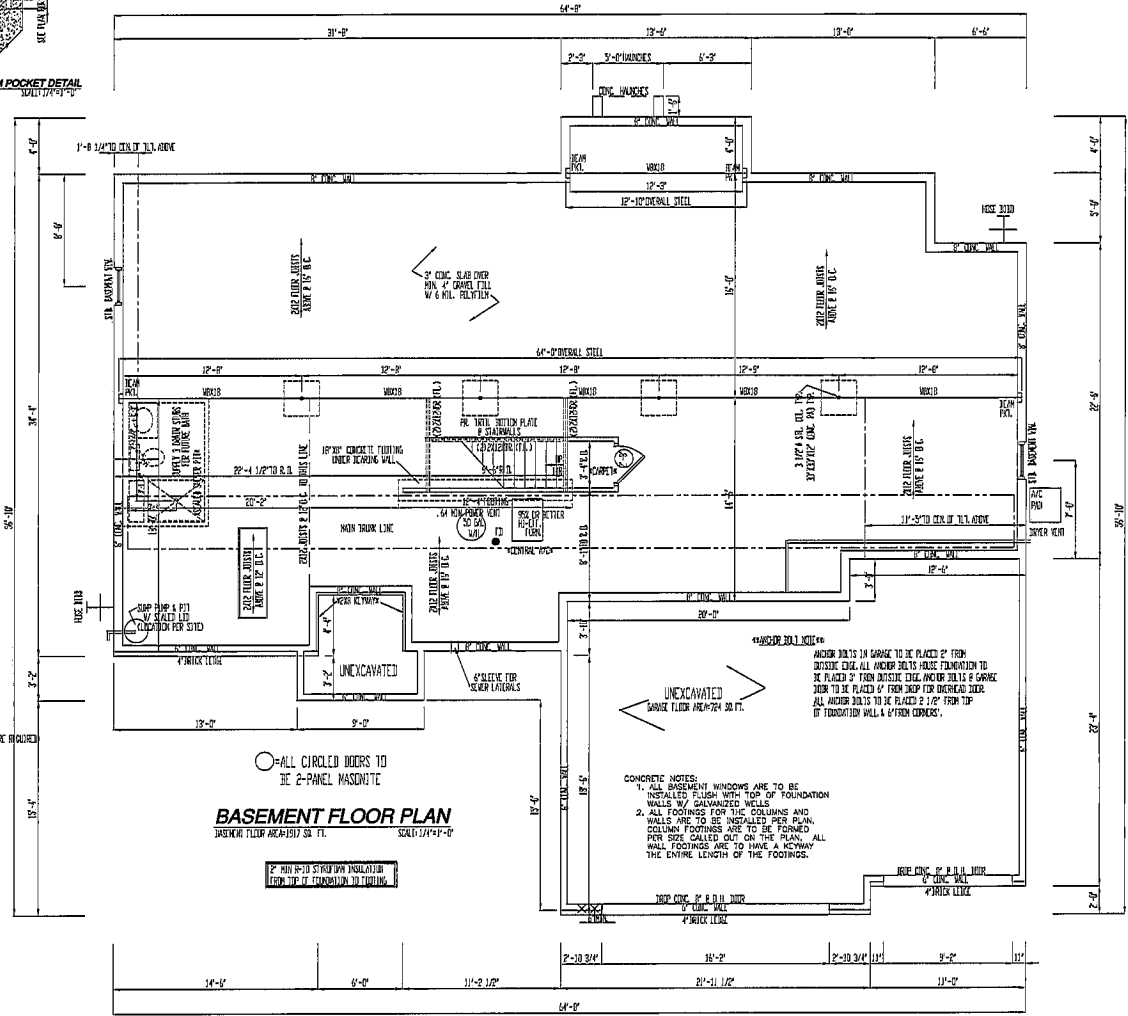
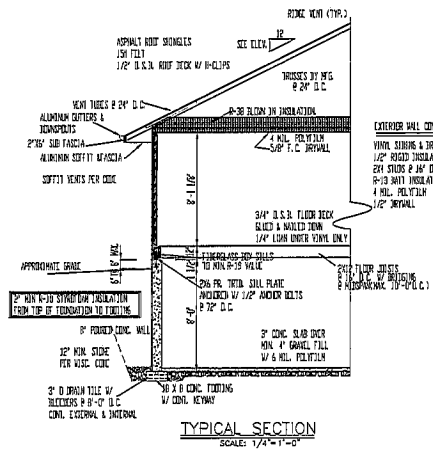
**RIGHT ELEVATION**  
SCALE 1/4"=1'-0"

DRAWN BY:	N. C.	SHEET:	2
DATE:	-	OF	12
SCALE:	1/4"=1'-0"		



**\*\*ARCHITECTURAL ROOF W/ CLOSED VALLEYS\*\***

**\*\*HOUSEWRAP ENTIRE BUILDING\*\***



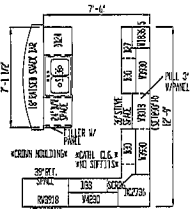
**CARPENTERS: PLEASE NOTE LOCATION OF CENTERLINES FOR PLUMBING & ALLOW 3" MIN. OF SPACE ON BOTH SIDES.**

DRAWN BY: [Signature]  
DATE: [Blank]  
SCALE: 1/4" = 1'-0"  
SHEET: [Blank]  
JOB: [Blank]

**CARPENTERS: PLEASE NOTE LOCATION OF CENTERLINES FOR PLUMBING & ALLOW 3" MIN. OF SPACE ON BOTH SIDES.**

PRELIMINARY DRAWING ONLY

CABINET LAYOUT MAY BE SUBJECT TO CHANGE PER SPECIFICATIONS OF CABINET SUPPLIER



**CAB. LAYOUT**  
SCALE: 1/4"=1'-0"

VERSO 1/2" X 1/2"

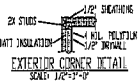
**LDRY. ROOM**  
SCALE: 1/4"=1'-0"

**MAIN BATH**  
SCALE: 1/4"=1'-0"

**MASTER BATH**  
SCALE: 1/4"=1'-0"

**MUD ROOM**  
SCALE: 1/4"=1'-0"

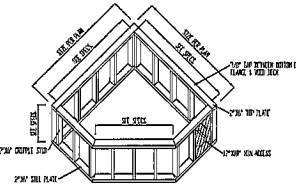
**MUD ROOM**  
SCALE: 1/4"=1'-0"



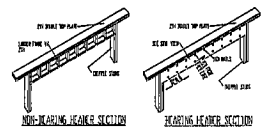
**EXTERIOR CORNER DETAIL**  
SCALE: 1/2"=1'-0"



**EXTERIOR CORNER DETAIL**  
SCALE: 1/2"=1'-0"



**WHIRLPOOL DECK DETAIL**  
\*\*NOT TO SCALE\*\*



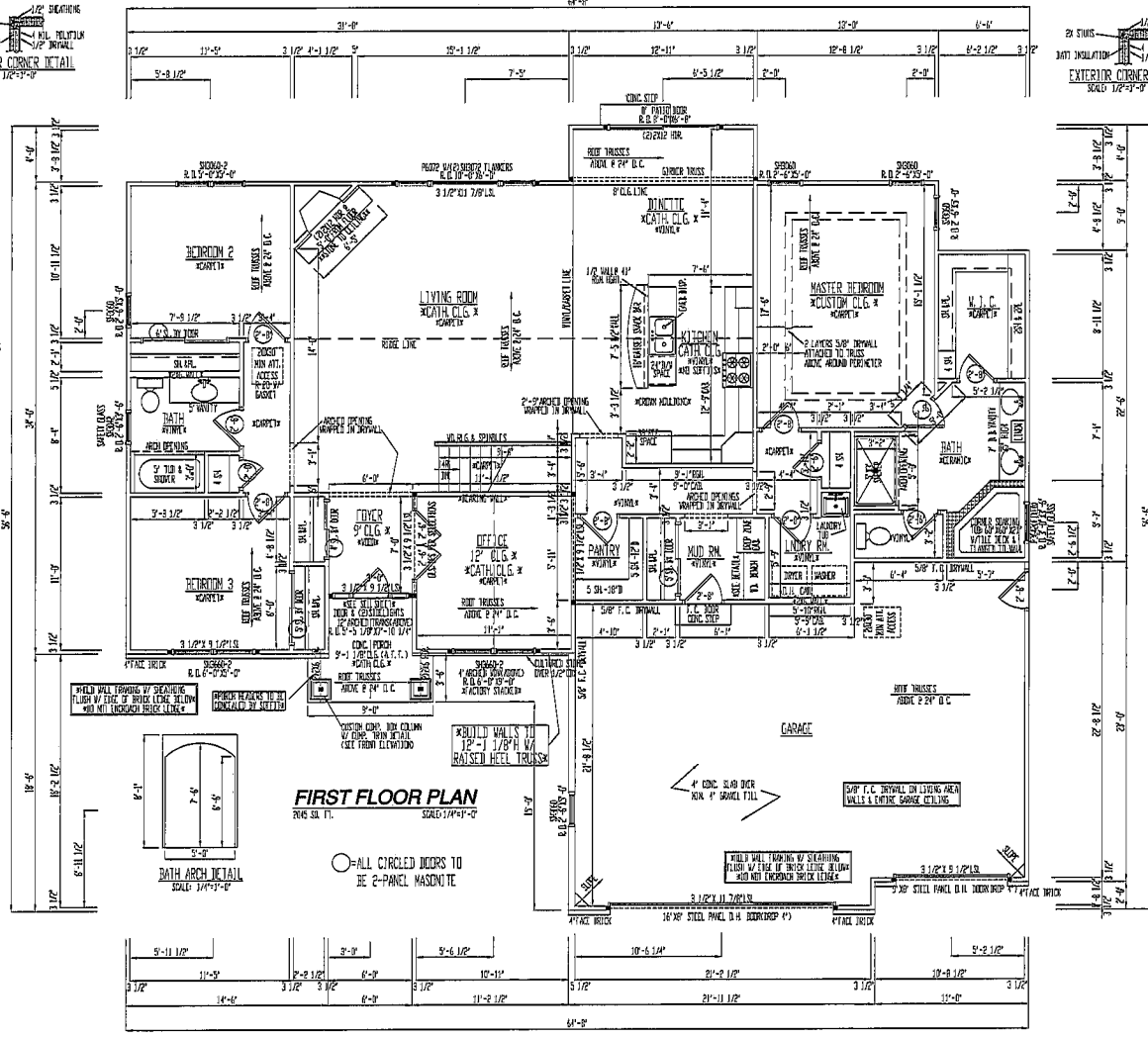
**BEARING BEAM SECTION**



**BEARING BEAM SECTION**



**HEADER DETAIL**  
NOT TO SCALE

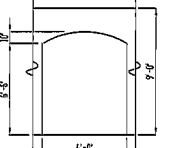


**FIRST FLOOR PLAN**  
RHS S.I. T.

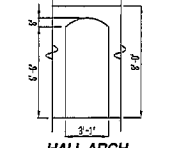
○ ALL CIRCLED DOORS TO BE 2-PANEL MASONITE

**\*\*HOUSEWRAP ENTIRE BUILDING\*\***

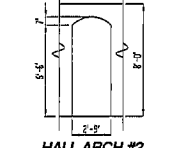
**\*H. P. VINYL WINDOWS\***  
DRYWALL RETURNS W/ WOOD LEDGES



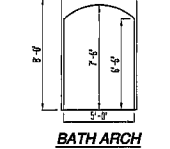
**FOYER ARCH**  
SCALE: 1/4"=1'-0"



**HALL ARCH**  
SCALE: 1/4"=1'-0"



**HALL ARCH #2**  
SCALE: 1/4"=1'-0"



**BATH ARCH**  
SCALE: 1/4"=1'-0"

DRAWN BY: N. C.  
DATE: -  
SCALE: 1/4"=1'-0"  
SHEET 4 OF 4

