

**AGENDA**  
**VILLAGE OF PLEASANT PRAIRIE**  
**PLEASANT PRAIRIE VILLAGE BOARD**  
**PLEASANT PRAIRIE WATER UTILITY**  
**PLEASANT PRAIRIE SEWER UTILITY**  
**Village Hall Auditorium**  
**9915 – 39th Avenue**  
**Pleasant Prairie, WI**  
**June 1, 2015**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearing
  - A. Consider 2015-2016 Liquor License Renewal Applications.
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
  - A. Consider a Lot Line Adjustment to add 416 square feet to property located at 8282 64<sup>th</sup> Court from property located at 8276 64<sup>th</sup> Court.
  - B. Consider Ordinance #15-20 to repeal and recreate Chapter 30 of the Municipal Code relating to Contempt of Municipal Court.
  - C. Consider an award of contract for the Cooper Road Paving Program.
  - D. Receive Plan Commission recommendation and consider approval of a Conceptual Plan for two (2) proposed multi-tenant retail buildings on the property located at the southeast corner of STH 50 and 94<sup>th</sup> Avenue.
  - E. Receive Plan Commission recommendation and consider a request on behalf of Kwik Trip, Inc. for partial termination and release from two (2) Waiver of Special Assessment Notices related to on-site and off-site improvements to STH 50 that will be paid off prior to recording said releases.
8. Village Board Comments
9. Adjournment

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



Office of the Village Clerk  
**Jane M. Romanowski**

## MEMORANDUM

TO: Village Board Trustees  
FROM: Jane M. Romanowski  
Village Clerk  
DATE: May 22, 2015  
RE: Liquor License Renewal Applications  
July 1, 2015 - June 30, 2016

Listed below are the liquor license applications to be considered for the July 1, 2015-June 30, 2016 licensing year.

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### CLASS "A" FERMENTED MALT BEVERAGE

(Sell Fermented Malt Beverages  
in Original Packages for Off-Premise Consumption)

#### NAME & ADDRESS

#### TRADE NAME

R & D V, Inc.  
Syed Hussain – Agent  
10477 120<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

BP/AM PM  
10477 120<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 10477 120<sup>th</sup> Avenue

Roadside Petroleum, Inc.  
Surendra Singh, Agent  
7511 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Pantry 41 Mobil  
7511 - 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 7511 118<sup>th</sup> Avenue

PDQ Food Stores, Inc.  
Kathy Loberger - Agent  
P.O. Box 620997  
Middleton, WI 53562

PDQ Store #352  
8800 - 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 8800 75<sup>th</sup> Street

**NAME & ADDRESS**

**TRADE NAME**

Graham Enterprise, Inc.  
Anthony Buches - Agent  
12720 Sheridan Road  
Pleasant Prairie, WI 53158

Stateline Quik Shop  
12720 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 12720 Sheridan Road

Truesdell Mini-Mart, Inc.  
Steve Schuler - Agent  
7831 45<sup>th</sup> Avenue  
Kenosha, WI 53142

Truesdell Mini-Mart  
8531 75<sup>th</sup> Street  
Kenosha WI 53142

Premise Description: One story building only located at 8531 75<sup>th</sup> Street

Walgreens Co.  
Liquor Renewals – License Adm.  
Patricia Briggs – Agent  
P.O. Box 901  
Deerfield, IL 60015

Walgreens #07935  
7520 118<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 7520 118<sup>th</sup> Avenue

**CLASS "A" FERMENTED MALT BEVERAGE  
AND "CLASS A" INTOXICATING**

(Sell Fermented Malt Beverages and Intoxicating Liquor  
in Original Packages for Off-Premise Consumption)

H & N Enterprises, LLC  
Harjeet Singh - Agent  
1916 W. Timber Ridge Lane  
Oak Creek, WI 53154

Dream Liquor  
4417 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 4417 75<sup>th</sup> Street

Target Corporation  
Daniel Olsen – Agent  
1000 Nicollet Mall TPN-0910  
Minneapolis, MN 55403

Target Store T2251  
9777 76<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 9777 76<sup>th</sup> Street

**CLASS "C" WINE AND CLASS "B" FERMENTED  
MALT BEVERAGE**

(Sell Fermented Malt Beverages to Consumers for On-Premise  
or Off-Premise Consumption and Wine by the glass  
or original container for On-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

Honada Wisconsin Corp.  
Xiao Bin Chen, Agent  
8501 75<sup>th</sup> Street, Suite G  
Kenosha, WI 53142

Honada Sushi & Hibachi  
8501 75<sup>th</sup> Street, Suite G  
Kenosha, WI 53142

Premise Description: One story building only located at 8501 75<sup>th</sup> Street, Suite G

**CLASS "B" FERMENTED MALT BEVERAGE  
& "CLASS B" REGULAR INTOXICATING LIQUOR**

(Sell Fermented Malt Beverages and Wine for  
On-Premise or in original containers for Off-Premise Consumption -  
Sell Intoxicating Liquor to Consumers by the  
glass for On-Premise Consumption)

**NAME & ADDRESS**

**TRADE NAME**

Jose N. Reyes - Agent  
Timber Ridge Ventures LLC  
6117 123<sup>rd</sup> Place  
Pleasant Prairie, WI 53158

Big Oaks Golf Club  
6117 123<sup>rd</sup> Place  
Pleasant Prairie, WI 53158

Premise Description: One story clubhouse and golf course located at 6117 123<sup>rd</sup> Place  
**\*Reserve "Class B" Intoxicating Liquor License**

Restaurant of Pleasant Prairie, Inc.  
George Flees, Agent  
7613 W. State Street  
Wauwatosa, WI 53213

Chancery Pub & Restaurant  
11900 - 108<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: Restaurant at 11900 108<sup>th</sup> Street and hotel rooms and banquet facilities  
only located at 11800 108<sup>th</sup> Street

Cheddar's Casual Café, Inc.  
Travis Preston - Agent  
2250 W. John Carpenter Frwy. #560  
Irving, TX 75063-2764

Cheddar's Casual Café, Inc.  
10366 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 10366 77<sup>th</sup> Street  
**\*Reserve "Class B" Intoxicating Liquor License**

**NAME & ADDRESS**

**TRADE NAME**

ERJ Dining III, LLC  
Paul Thompson – Agent  
1903 Stanley Gault Parkway  
Louisville, KY 40223

Chili's Grill & Bar  
6903 – 75<sup>th</sup> Street  
Kenosha, WI 53142

Premise Description: One story building only located at 6903 75<sup>th</sup> Street

Earl's Club, Inc.  
John C. Willkomm - Agent  
3490 169<sup>th</sup> Avenue  
Kenosha, WI 53144

Earl's Club  
7529 88th Avenue  
Pleasant Prairie, WI 53158

Premise Description: One story building, basement, deck and horseshoe/volleyball/picnic area contiguous to building only located at 7529 88<sup>th</sup> Avenue

\*Team R' n B Wisconsin LLC  
Peter Benedict - Agent  
6600 N. Ballard Road  
Appleton, WI 54913

Famous Dave's  
9900 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building including outdoor covered fenced-in patio only located at 9900 77<sup>th</sup> Street

**\*Reserve "Class B" Intoxicating Liquor License**

Prairie Pub LLC  
Linda DeBartolo - Agent  
8217 60<sup>th</sup> Avenue  
Kenosha, WI 53142

Gordy's Prairie Pub  
3812 Springbrook Road  
Pleasant Prairie, WI 53158

Premise Description: First floor and basement of building and picnic area south/east contiguous to building only located at 3812 Springbrook Road

Halter Wildlife, Inc.  
John F. Burke - Agent  
9626 - 113th Street  
Pleasant Prairie, WI 53158

Halter Wildlife  
9626 113<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: Two story lodge and storage shed only located at 9626 113<sup>th</sup> Street

\*GMRI, Inc. Licensing Dept.  
Jeffery Zimmerman - Agent  
P.O. Box 695016  
Orlando, FL 32869

The Olive Garden Italian Restaurant #1845  
10110 77<sup>th</sup> Street  
Pleasant Prairie, WI 53158

Premise Description: One story building only located at 10110 77<sup>th</sup> Street

**\*Reserve "Class B" Intoxicating Liquor License**

**NAME & ADDRESS**

**TRADE NAME**

Ray Radigan's Inc.  
R. Michael Radigan - Agent  
10510 Lakeshore Drive  
Pleasant Prairie, WI 53158

Ray Radigan's  
11712 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: Building only located at 11712 Sheridan Road

Ruffolo's Pizza LLC  
Richard M. Stiles – Agent  
11820 Sheridan Road  
Pleasant Prairie, WI 53158

Ruffolo's Pizza  
11820 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building and basement only located at 11820 Sheridan Road

JAAD, LLC  
Angela Daniels - agent  
8934 33<sup>rd</sup> Avenue  
Kenosha, WI 53142

Starlite Club  
8936 24<sup>th</sup> Avenue  
Kenosha, WI 53143

Premise Description: One story building and basement only located at 8936 24<sup>th</sup> Avenue

Uncle Mike's Top Shelf Pub LLC  
David Schulte - Agent  
8834 42<sup>nd</sup> Avenue  
Kenosha, WI 53142

Uncle Mike's Top Shelf Pub  
10936 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: Building, basement and outdoor patio/picnic area within fencing contiguous to building only located at 10936 Sheridan Road

PAS Village Inn, LLC  
Susan Neahous – Agent  
10909 Sheridan Road  
Pleasant Prairie, WI 53158

The Village Supper Club  
10909 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: First and lower level of building only located at 10909 Sheridan Road

Joseph Nickel  
5813 43<sup>rd</sup> Avenue  
Kenosha, WI 53144

The Wooden Nickel  
11606 Sheridan Road  
Pleasant Prairie, WI 53158

Premise Description: One story building and picnic area contiguous to building only located at 11606 Sheridan Road

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There are no building code violations. Attached are the reports from the Community Development and Fire & Rescue Departments detailing zoning code violations, required annual sprinkler tests, and outstanding permit fees.

I recommend approval of the licenses requested subject to the payment of the following:

- License and publication fees
- Delinquent real estate or personal property taxes
- Delinquent invoices
- Delinquent utilities
- Outstanding forfeitures
- Unpaid Fire Department permit fees

Zoning code violations and annual sprinkler tests as noted must be corrected and completed before those applicable licenses are issued. In addition, the Department of Revenue has issued a Notice to Deny License for Ray Radigan's as their Seller's Permit is currently invalid. This license will also not be issued until the Department of Review indicates this Seller's Permit has been reinstated. Chief Smetana has approved the background checks on the proposed licensees. Licenses will be issued to the agent of a corporation or an individual for the premise description listed above.

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Office of the Community  
Development Director  
**Jean M. Werbie-Harris**

## VILLAGE STAFF MEMORANDUM

**TO:** Village Board of Trustees  
Michael R. Pollocoff, Village Administrator  
Jane M. Romanowski, Village Clerk

**FROM:** Jean Werbie-Harris, Community Development Director

**DATE:** May 18, 2015

**SUBJECT:** 2015 Liquor License Inspections – Community Development Department  
(Planning & Zoning)

This memorandum is intended to inform the Village Board of Trustees that all properties have passed the Zoning Inspections for the renewal of their Liquor License with the exception of the following businesses. Both businesses anticipate all work/approvals to be completed by June 1, 2015.

1. Target – landscaping, sprinklers, street tree planting/replacement.
2. BP Amoco – approval of Conditional Use Permit, which expires June 9, 2015, verification of DSIS cameras operation, landscaping/site clean-up, parking lot paving work, secondary monument sign work, and updated Development Agreement related to the illicit discharges.

JMWH/5/18/15





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

May 15, 2015

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

RE: 2015 Liquor License Inspections

Jane:

The Fire & Rescue Department performed fire inspections at all occupancies that are known to hold a liquor licenses. The inspections were performed as part of the annual Spring rotation of fire inspections and in cooperation with the Building Department. Attached you will find the list of occupancies that were inspected.

As of May 15, 2015, the following occupancies will have required annual tests expiring between the time this letter is written and when their liquor license will expire on June 30, 2015.

- Chancery Restaurant, 11900 108<sup>th</sup> St.
- Chilis Bar & Grill 6903 75<sup>th</sup> Street
- Famous Dave's Restaurant 9900 77<sup>th</sup> St.
- Holiday Inn 7887 94<sup>th</sup> Ave.
- Target (Department Store) 9777 76<sup>th</sup> St.
- Walgreens 7520 118<sup>th</sup> Ave.

As of May 15, 2015, the following occupancies have unpaid permit fees that we are in process of collecting:

- Chilis Bar & Grill 6903 75<sup>th</sup> Street
- Target (Department Store) 9777 76<sup>th</sup> St.
- Walgreens 7520 118<sup>th</sup> Ave.

I anticipate the issues identified above to be completed shortly; however, the liquor license should not be issued until they have corrected the violations and paid the outstanding permit fees.

Sincerely,

A handwritten signature in black ink that reads "Doug McElmury".

Doug McElmury  
Chief of Fire & Rescue



Occupancies Inspected, no violations:

Dream Liquor & Cigar Shop	4417 75 <sup>th</sup> St.
Big Oaks Golf Course	6117 123 <sup>rd</sup> Place
BP - AM/PM	10477 120 <sup>th</sup> Ave.
Cheddars Pub	10366 77 <sup>th</sup> St.
Earl's Club	7529 88 <sup>th</sup> Avenue
Gordy's Prairie Pub	3812 Springbrook Road
Halter Wildlife	9626 113 <sup>th</sup> St
Honada	8501 75 <sup>th</sup> Street Suite G
Mikey's	10936 Sheridan Rd.
Olive Garden	10110 77 <sup>th</sup> St.
Pantry 41 Citgo	7511 118 <sup>th</sup> St.
PDQ	8800 75 <sup>th</sup> Street
Ray Radigan's	11712 Sheridan Road
Ruffolo's Pizza LLC	11820 Sheridan Road
Starlite Club	8936 24 <sup>th</sup> Avenue
Stateline Citgo	12720 Sheridan Road
Truesdell's	8531 75 <sup>th</sup> Street
The Village Supper Club	10909 Sheridan Road
Wooden Nickel	11606 Sheridan Road

Occupancies Inspected, with outstanding violations/fees:

Chancery Restaurant,	11900 108 <sup>th</sup> St.
Chilis Bar & Grill	6903 75 <sup>th</sup> Street
Famous Dave's Restaurant	9900 77 <sup>th</sup> St.
Holiday Inn	7887 94 <sup>th</sup> Ave.
Target (Department Store)	9777 76 <sup>th</sup> St.
Walgreens	7520 118 <sup>th</sup> Ave.

Consider the request of James and Amy Bejna, owners of the property located at 8282 64<sup>th</sup> Court (Lot 21 of Tuckaway Trails) for approval of a **Lot Line Adjustment** to add approximately 416 square feet to their lot from the southeast corner of the property located at 8276 64<sup>th</sup> Court (Lot 20 of Tuckaway Trails) owned by William and Anne Brown.

**Recommendation:**

Plan Commission sends a favorable recommendation to the Village Board to approve the **Lot Line Adjustment** subject to the comments and conditions of the June 1, 2015 Village Staff Report.

## VILLAGE STAFF REPORT OF JUNE 1, 2015

Consider the request of James and Amy Bejna owners of the property located at 8282 64<sup>th</sup> Court (Lot 21 of Tuckaway Trails) for approval of a **Lot Line Adjustment** to add approximately 416 square feet to their lot from the southeast corner of the property located at 8276 64<sup>th</sup> Court (Lot 20 of Tuckaway Trails) owned by William and Anne Brown.

*William and Anne Brown, the owners of the property located at 8276 64<sup>th</sup> Court known as Lot 20 of Tuckaway Trails Subdivision (Tax Parcel Number 91-4-122-103-0420) are proposing to sell approximately 416 square feet from the southeast corner of their property to James and Amy Bejna. The land would be added to the southwest corner of the James and Bejna property located at 8282 64<sup>th</sup> Court known as Lot 21 of Tuckaway Trails Subdivision (Tax Parcel Number 91-4-122-103-0421).*

Both properties are zoned R-5, Urban Single Family Residential District which require lots to be a minimum of 10,000 square feet. After the adjustment, both lots will continue to meet the minimum lot area of the R-5 District. If the Benja property is proposed to be re-graded to alter the location of the side yard swale, then an erosion control permit would be required to be obtained from the Village.


The Lot Line Adjustment will comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

**The Village staff recommends approval of the Lot Line Adjustment subject to the petitioners recording the proper transfer documents with the Plat of Survey for the Lot Line Adjustment as an Exhibit at the Kenosha County Register of Deeds Office within 30 days of final Village approval.**

Village Of Pleasant Prairie Board:

It is our request and intent for, James and Amy Bejna ("Bejna"), owning lot 21 in Tuckaway Trails subdivision, Pleasant Prairie, to purchase 416.69 Sq Ft of property from William and Ann Brown ("Brown"), owning lot 20 in Tuckaway Trails subdivision. The additional property is located on the Southwest side of the adjoining lot line of the current property line of lot 21. The additional property, revised property lines and dimensions are detailed in the supplementary survey completed on May 5, 2015. This purchase, if granted, will not effect the swale currently in place.  
Thank you for your consideration.

James and Amy Bejna  
8282 64th Court  
Pleasant Prairie, Wi 53158



262-942-1303 Home  
414-202-5982 Cell

RECEIVED  
MAY 08 2015

BY: \_\_\_\_\_

James bejna@att.net

The Plat of Survey for Lot Line Adjustment is hereby approved by the Village Board of The Village of Pleasant Prairie on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

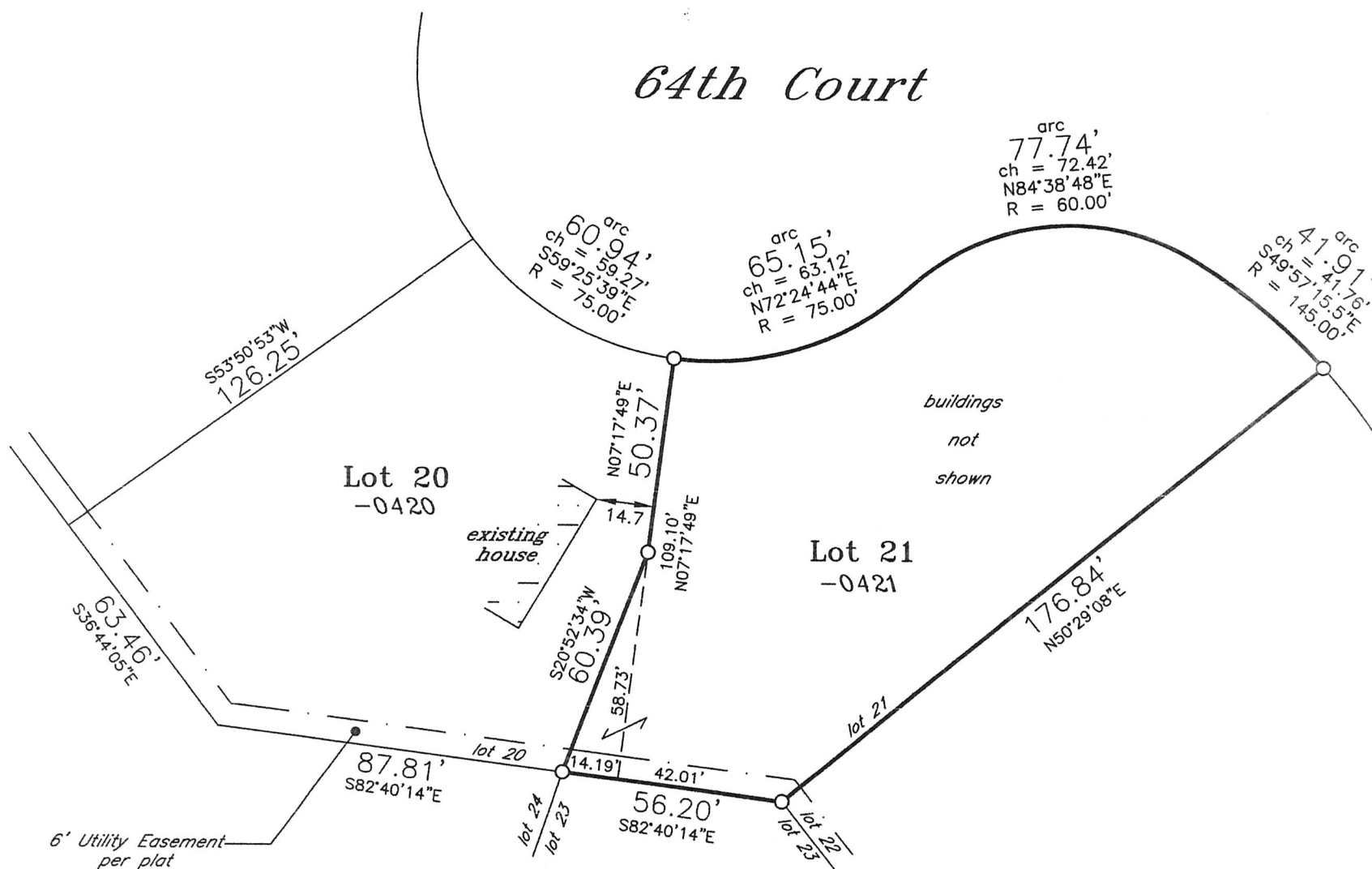
addresses: 8276 - 64th Court (-0420)  
8282 - 64th Court (-0421)

Scale  
1" = 40'

PLAN COMMISSION CHAIR, Thomas W. Terwall

VILLAGE CLERK, Jane M. Romanowski

VILLAGE PRESIDENT, John P. Steinbrink



LEGAL DESCRIPTION FOR PROPOSED LOT LINE ADJUSTMENT: Part of Lot 20 in Tuckaway Trails, a subdivision plat on file and of record in the Kenosha County Land Registry; lying and being in part of the Southwest Quarter of Section 10, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as:

LEGAL DESCRIPTION OF PARCEL TO BE DETACHED FROM TAX KEY NO: 91-4-122-103-0420 (Lot 20) AND ADD-ON PARCEL TO TAX KEY NO: 91-4-122-103-0421 (Lot 21): Beginning at the southeast corner of said Lot 20; which is the southwest corner of said Lot 21; thence  $N07^{\circ}17'49''E$  58.73 feet along the east line of said Lot 20; which is the west line of said Lot 21; thence  $S20^{\circ}52'34''W$  60.39 feet to a point on the south line of said Lot 20; thence  $S82^{\circ}40'14''E$  along said south line 14.19 feet to the southeast corner thereof; which is also the southwest corner of aforesaid Lot 21 and the point of beginning; containing 416 square feet, more or less.

Refer to a current title report for easements or restrictions which may affect the use of these sites that are not shown on the recorded subdivision plat.



*Plat of Survey for Lot Line Adjustment*

*BETWEEN TAX KEY NOS:  
91-4-122-103-0420 & -0421*

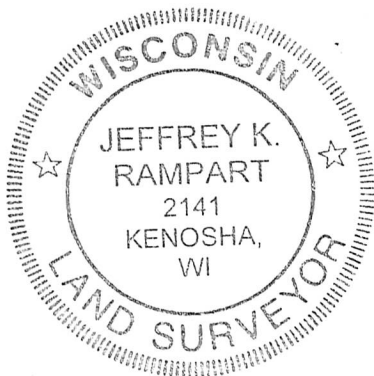
*LOTS 20 & 21 IN TUCKAWAY TRAILS*

*in SW1/4 Section 10-1-22*

*VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.*

*-for-  
James & Amy Bejna*

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



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

*[Signature]*

Reg. Land Surveyor  
May 5, 2015



**Municipal Court  
Village of Pleasant Prairie**

Richard Alan Ginkowski, Judge  
E-mail: rginkowski@plprairiewi.com

9915 39<sup>th</sup> Avenue  
Pleasant Prairie, Wisconsin 53158  
(262) 705-3252

May 26, 2015

TO: Village Board

RE: Revised contempt of court ordinance

Submitted for your consideration is a revision to §30-4 of the village ordinances to harmonize the contempt of court provisions with state law and other ordinances.

At present the ordinance caps the penalty for contempt and also for resisting or disobeying a court order at \$50 plus costs. The contempt portion conflicts with state law which defines contempt and then provides civil penalties of \$200 plus costs and/or up to seven days in the county jail for misconduct in the presence of the court and \$200 plus costs for a witness who fails to appear in response to a subpoena without valid excuse.

The revision before you harmonizes the contempt portion with state law. Judges usually are able to enforce proper courtroom behavior with admonishments from the bench but sometimes, as was the case when I sat in the Kenosha Municipal Court last week, the situation warrants a greater sanction.

The resisting or disobeying a court order situation happens infrequently but most likely may occur when someone refuses to cooperate with execution of a special inspection warrant which is a court order I issue to permit building and fire inspections or meter reading when either the property owner or tenant refuses cooperation or is unavailable to grant the inspectors or public works employees access. The revision would harmonize the maximum penalty to coincide with the general penalty provisions in the ordinances (usually a cap of \$500 plus costs).

Thank you for your consideration.

Sincerely,

Richard Alan Ginkowski  
Municipal Judge

**ORDINANCE NO. 15-20**

**ORDINANCE TO AMEND CHAPTER 30  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO CONTEMPT OF MUNICIPAL COURT**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Chapter 30, Section 4 is repealed and recreated as follows:

§ 30-4. Contempt of Court.

- A. Contempt of the municipal court is defined and may be punished as provided for in Wis. Stat. §800.12.
- B. Any person who resists or disobeys any lawful order or process made or issued by the municipal court shall be punished as provided for in §1-4.

Passed and adopted this 1<sup>st</sup> day of June, 2015.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, President

ATTEST:

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Jane M. Romanowski, Clerk

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





Office of the Department of Public Works  
Jesse Houle, P.E.  
Construction Manager

**To:** Michael Pollocoff  
**From:** Jesse Houle  
**Subject:** Village of Pleasant Prairie Cooper Road Paving Program –  
Project #54111-B  
**Date:** May 26, 2015

Sealed bids for the above referenced project were received until 2:00 p.m. on May 20, 2015, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The bids were publicly opened and read aloud. Copies of the bid tabulation are enclosed for your reference.

The Cooper Road Paving Project consists of pulverizing and relaying asphaltic pavement, furnishing and placing new asphaltic pavement and road shouldering from 80<sup>th</sup> Street to 85<sup>th</sup> Street.

A total of three bids were received for this project:

Base Bid:

- Payne & Dolan, Inc. \$167,518.10
- Stark Asphalt, Inc. \$167,955.00
- Black Diamond \$198,970.00

Alternate A (192 Lift Station Driveway):

- Payne & Dolan, Inc. \$5,162.66
- Stark Asphalt, Inc. \$7,500.00
- Black Diamond \$7,965.00

Total Project Bid:

- Payne & Dolan, Inc. \$172,680.76
- Stark Asphalt, Inc. \$175,455.00
- Black Diamond \$206,935.00

The 2015 Paving Program budget is: \$988,384.00. On March 2, 2015, Payne & Dolan, Inc. was awarded the contract for the 2015 Paving Program in the amount of \$682,256.06. This leaves a remaining budget of \$306,127.94. Payne & Dolan has completed several pavement projects for the Village in the past.

I recommend that the Village award this project to Payne & Dolan, Inc. in the amount of \$172,680.76. Following the formal award by the Village Board, we will prepare the necessary documents for execution by the Village and the Contractor.

# BID TABULATION

PROJECT NAME: COOPER ROAD PAVING PROJECT

OWNER: VILLAGE OF PLEASANT PRAIRIE

COUNTY: KENOSHA

BID DATE: MAY 20th, 2015

Contractor					Payne & Dolan		Black Diamond		Stark Asphalt	
Bid Security					5% BB		5% BB		5% BB	
Bid Rank (1 = Lowest)					1		3		2	
Item			Unit	Bid Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
COOPER ROAD	1	Asphaltic pavement removal (Driveways) (Est. Qty.):	SY	610	\$ 1.02	\$ 622.20	\$ 13.00	\$ 7,930.00	\$ 4.00	\$ 2,440.00
	2	Concrete Pavement Removal (Driveways):	SY	60	\$ 11.12	\$ 667.20	\$ 17.00	\$ 1,020.00	\$ 13.50	\$ 810.00
	3	Excavation below subgrade (Est. Qty.):	CY	150	\$ 20.05	\$ 3,007.50	\$ 30.00	\$ 4,500.00	\$ 23.00	\$ 3,450.00
	4	Granular material for excavation below subgrade (Est. Qty.):	TON	300	\$ 20.25	\$ 6,075.00	\$ 20.00	\$ 6,000.00	\$ 20.00	\$ 6,000.00
	5	Base Agg. Dense, 1-1/4-inch:	TON	150	\$ 15.94	\$ 2,391.00	\$ 22.00	\$ 3,300.00	\$ 20.00	\$ 3,000.00
	6	Base Agg. Dense, 3/4-inch:	TON	300	\$ 33.74	\$ 10,122.00	\$ 36.00	\$ 10,800.00	\$ 24.50	\$ 7,350.00
	7	Pulverize and Relay asphaltic pavement and base course (7,100 Est. SY):	SY	7100	\$ 1.75	\$ 12,425.00	\$ 2.00	\$ 14,200.00	\$ 1.25	\$ 8,875.00
	8	HMA Pavement, Type E-0.3, lower:	TON	1200	\$ 60.19	\$ 72,228.00	\$ 65.00	\$ 78,000.00	\$ 64.10	\$ 76,920.00
	9	HMA Pavement, Type E-0.3, upper:	TON	780	\$ 64.29	\$ 50,146.20	\$ 74.00	\$ 57,720.00	\$ 64.50	\$ 50,310.00
	10	HMA Pavement, Type E-0.3, upper (Driveways):	TON	100	\$ 98.34	\$ 9,834.00	\$ 155.00	\$ 15,500.00	\$ 88.00	\$ 8,800.00
<b>Base Bid Total:</b>					<b>\$ 167,518.10</b>		<b>\$ 198,970.00</b>		<b>\$ 167,955.00</b>	
<b>ALTERNATE A (192 LIFT STATION DRIVEWAY)</b>										
192 LS DRIVE	11	Base preparation and grade (190 Est. SY)	LS	1	\$ 1,556.76	\$ 1,556.76	\$ 1,710.00	\$ 1,710.00	\$ 2,700.00	\$ 2,700.00
	12	HMA Pavement, Type E-0.3, lower:	TON	35	\$ 58.44	\$ 2,045.40	\$ 93.00	\$ 3,255.00	\$ 80.00	\$ 2,800.00
	13	HMA Pavement, Type E-0.3, upper:	TON	25	\$ 62.42	\$ 1,560.50	\$ 120.00	\$ 3,000.00	\$ 80.00	\$ 2,000.00
<b>Alternate A Bid Total:</b>					<b>\$ 5,162.66</b>		<b>\$ 7,965.00</b>		<b>\$ 7,500.00</b>	
<b>Base Bid + Alternate A Bid Total:</b>					<b>\$ 172,680.76</b>		<b>\$ 206,935.00</b>		<b>\$ 175,455.00</b>	

# COOPER ROAD PAVING PROJECT

 - PULVERIZE AND RELAY

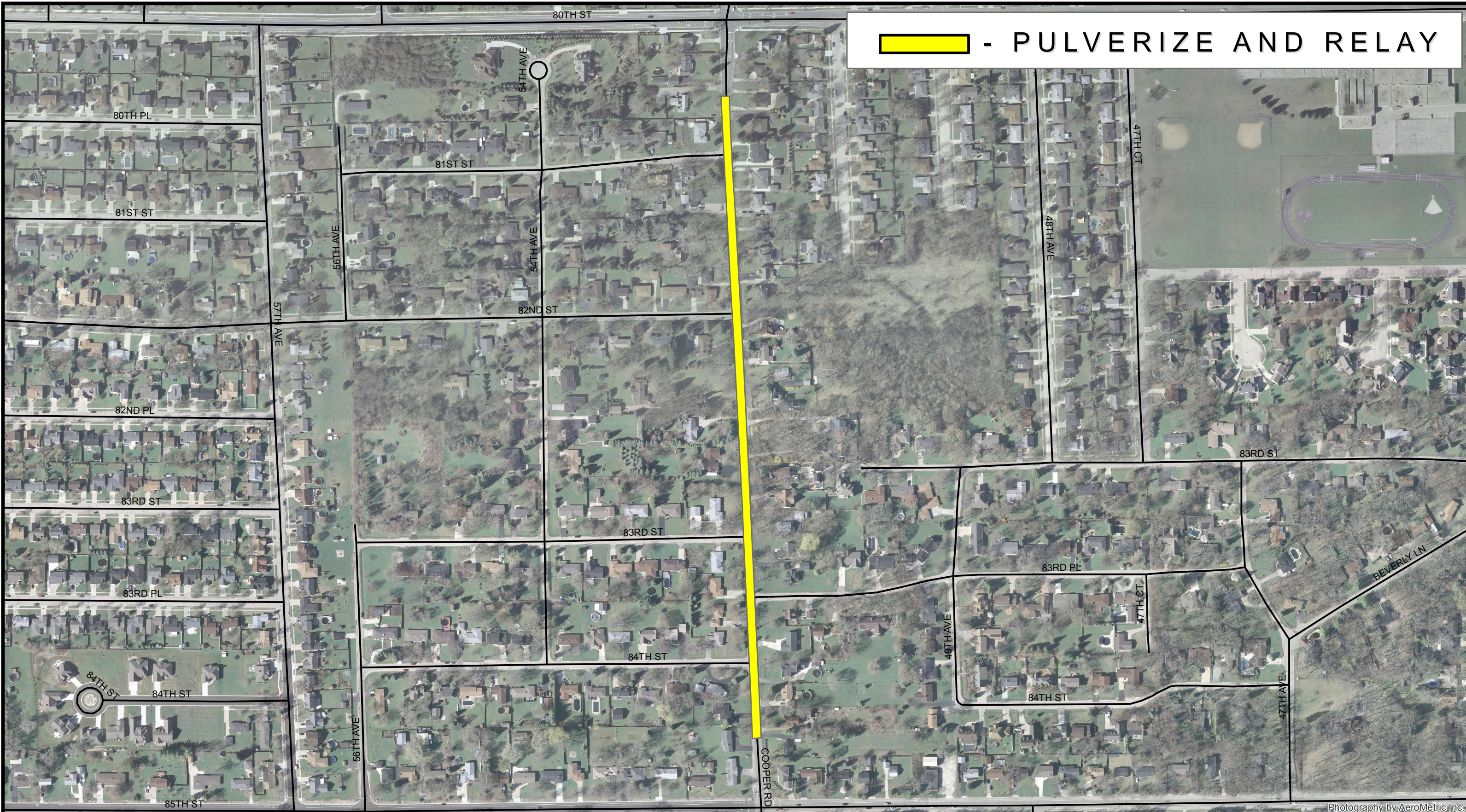


Alternate A:  
192 Lift Station

Section 1:  
Cooper Road



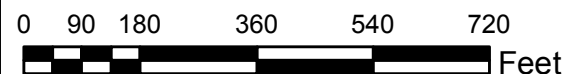
- PULVERIZE AND RELAY



Photography by AeroMetric Inc.

PREPARED BY: VOPP

DATE: 4/23/15



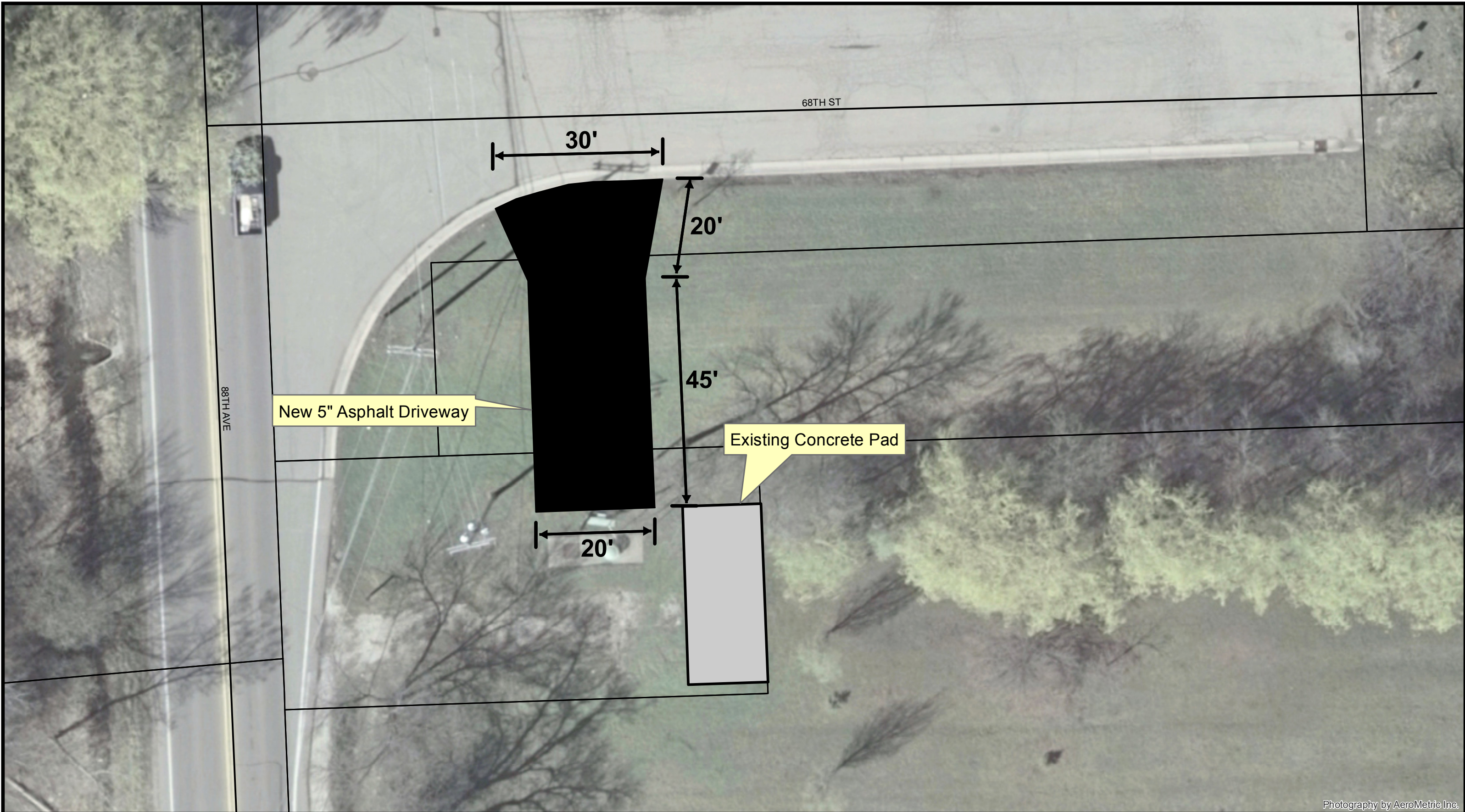
1 inch = 296 feet



VILLAGE OF PLEASANT PRAIRIE  
8600 GREEN BAY ROAD  
PLEASANT PRAIRIE, WI 53158

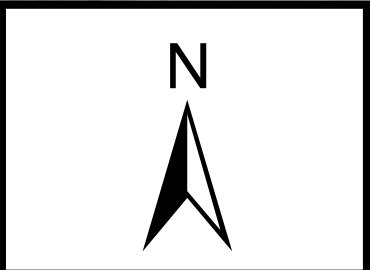
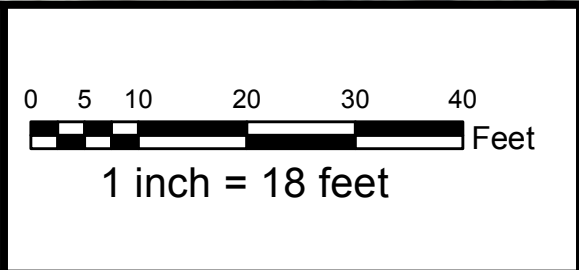
PROJECT ID: 54111-B  
COOPER ROAD PAVING PROJECT  
COOPER ROAD

SECTION 1



Photography by AeroMetric Inc.

PREPARED BY: VOPP  
 DATE: 4/23/15



VILLAGE OF PLEASANT PRAIRIE  
 8600 GREEN BAY ROAD  
 PLEASANT PRAIRIE, WI 53158

PROJECT ID: 54111-B  
 COOPER ROAD PAVING PROJECT  
 192 LIFT STATION  
 ALTERNATE A

Consider approval of a **Conceptual Plan** for the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for two (2) proposed multi-tenant retail buildings on the property generally located at the southeast corner of STH 50 (75<sup>th</sup> Street) and 94<sup>th</sup> Avenue within the Prairie Ridge development.

**Recommendation:** On May 26, 2015, the Plan Commission held a public hearing and recommends that the Village Board conditionally approve the **Conceptual Plan** subject to the comments and conditions of the Village Staff Report of June 1, 2015.

## VILLAGE STAFF REPORT OF JUNE 1, 2015

Consider approval of a **Conceptual Plan** for the request of Mark Eberle, P.E. of Nielsen Madsen and Barber, agent for two (2) proposed multi-tenant retail buildings on the property generally located at the southeast corner of STH 50 (75<sup>th</sup> Street) and 94<sup>th</sup> Avenue within the Prairie Ridge development.

**Outlot 21 Conceptual Plan ("The Bulls-Eye" development):** The petitioner is requesting approval of a Conceptual Plan for the development of the 2.01 acre site located at the southeast corner of STH 50 and 94<sup>th</sup> Avenue (Outlot 21 of Prairie Ridge Subdivision). The Conceptual Plan indicates two (2) retail/restaurant buildings.

Outlot 21 is proposed to be subdivided by a future Certified Survey Map (CSM) into two (2) parcels as shown on the draft CSM. Lot 1 is proposed to be 1.042 acres and Lot 2 is proposed to be 0.969 acre. The proposed restaurant/retail building on Lot 1 is proposed to be 6,280 square feet and will likely be utilized by two (2) tenants. The proposed restaurant/retail building on Lot 2 is proposed to be 7,370 square feet and will likely be utilized by three (3) tenants. The buildings have no direct driveway access from STH 50 or 94<sup>th</sup> Avenue and will have a single access shared driveway on 76<sup>th</sup> Street with cross access through the adjacent property.

### Outlot 21: Proposed uses

#### Lot 1

Retail A – 4,000 square feet

Restaurant B – 2,250 square feet with fenced outdoor seating

#### Lot 2

Restaurant C – 2,400 square feet

Office D – 2,400 square feet

Restaurant E – 2,400 square feet with a drive thru and fenced outdoor seating

**Master Conceptual Plan for Outlot 21 (a/k/a The Bulls-Eye) and Outlot 20:** In order to fully evaluate the infrastructure and traffic impacts of the Outlot 21 development with the adjacent vacant land (Outlot 20) to the east and their impact on the adjacent 76<sup>th</sup> Street and 91<sup>st</sup> and 94<sup>th</sup> Avenue roadways and Costco development to the south, an overall Master Conceptual Plan was prepared. The Master Conceptual Plan depicts future development patterns, setbacks, cross access, parking, drive-through stacking areas, curb and gutter/landscaping areas and the two 76<sup>th</sup> Street access driveways for both Outlots 21 and 20. (See **attached** Master Conceptual Plan for both Outlots 21 and 20.)

As shown on the Master Conceptual Plan, it is anticipated that Outlot 20 is also proposed to be subdivided by CSM into two (2) properties so that a multi-tenant retail/restaurant building and another restaurant can be built.

The development of Outlots 21 and 20 show shared driveway access, cross access and aisle ways, parking and driveways between the future sites. Two (2) driveway access points to the Outlots are provided for the four (4) proposed buildings to/from 76<sup>th</sup> Street. The first driveway access would be placed about 103 feet east of the Costco entrance on 76<sup>th</sup> Street aligning along the common lot line between Outlots 21 and 20 and a second driveway access would be about 350 feet west of 91<sup>st</sup> Avenue. Due to the potential uses proposed and to accommodate the drive-thru facilities, the most efficient and safest alignment of the driveways was along the common lot lines allowing for the traffic to enter the site and flow towards the back of the sites before turning towards their destination. The Zoning

Ordinance requires separation spacing between driveways on non-arterial roadways of 105 feet and 103 feet is proposed as measured from driveway centerline to centerline.

Outlot 20: Proposed uses

Building 1 – Multi-tenant retail - 8,130 square feet

Restaurant with a drive thru and fenced outdoor seating - 4,200 square foot

Building 2 – Restaurant - 8,794 square feet

**Zoning PUD Amendments:** The properties (Outlot 21 and 20) are currently zoned B-2 (PUD), Community Business District with a Planned Unit Development Overlay. The existing signage PUD on the properties relates to the PUD for the entire Prairie Ridge Commercial Development that allows for several entry monument signs throughout the Prairie Ridge Development.

A separate PUD text amendment will be required for the development of the two (2) properties on Outlot 21 since the lot size will be less than 2 acres. The community benefits proposed in consideration of the PUD lot size reduction, along with other PUD modifications as discussed below will include the requirement that both buildings constructed on Outlot 21 be fully provided with fire sprinklers, will comply with Section 410 of the Village Municipal Code related to the installation of a Digital Security Imaging System (DSIS) and will have enhanced architectural design features and landscaping.

Because The Bulls-Eye project is being planned and constructed as a unified business development, Outlot 21 would require the following PUD modifications from the Zoning Ordinance including:

- To reduce the lot size from 2 acres per lot to: Lot 1 – 1.042 acres and Lot 2 – 0.969 acre;
- To reduce the open space from 30% to 24%;
- To reduce the street setback from 40 feet to 31 feet (prior to additional right-of-way being needed for future widening of 94<sup>th</sup> Avenue);
- To reduce the side setback between Outlots 20 and 21 to 27 feet rather than a 30 foot setback;
- To allow a zero foot setback from the interior lot lines (between Lots 20 and 21) instead of the require 10 foot setback to allow for a shared access;
- To allow for a 15 foot setback of the parking lot (maneuvering lane) from the 76<sup>th</sup> Street where a 20 foot setback is required;
- To allow for reduced side lot line setbacks from 10 feet to 5 feet for the Primary Monument signs. The Primary Monument signs are required to be setback a minimum of 10 feet (maximum sign height) from the side property line and at least 5 feet will be required due to the 5 foot landscaping area required around the signs. The maximum size of the Primary Monument signs abutting STH 50 shall be 10 feet in height from grade (no berming allowed) and 130 square feet in area;
- To allow for spacing separation for the driveways on 76<sup>th</sup> Street to be reduced from 105 feet to 103 feet as measured from center line to center line; and
- To allow for a possible modification for the square footage for building wall signage – needs to be further evaluated.

**Buildings Architecture:** The building architecture will need some modifications to the materials, architectural elements, fencing and other details to be further discussed with the developer. The Staff conditions of approval address the items to be modified.



**Parking:** There are no users to be announced at this time; however, when specific users and tenants are identified, the detailed Site and Operational Plans will be required to be submitted for the development of each lot and the building size and parking ratios will be further evaluated to ensure compliance with the Village regulations. The following are minimum parking requirements for retail uses and restaurant uses:

- Restaurant requires a minimum of one (1) space for each 100 square feet of floor area plus one (1) space for every two (2) employees on the largest work shift.
- Retail store requires a minimum of one (1) space for each 200 feet of primary floor area plus one (1) space for every two (2) employees.
- Medical and dental offices require a minimum five (5) spaces for every doctor plus one (1) space for every employee.

In addition, these minimum parking spaces, plus the required handicapped accessible parking spaces as required by the State Code shall also be provided.

The Conceptual Plan indicates 109 parking spaces (including five (5) handicapped accessible spaces). Plan Sheet C-3 – The Parking Calculations in the Site Data Table verify that the parking count for the site is deficient. The total number of parking spaces required is 125, plus 5 handicapped accessible parking spaces or 130 spaces that are needed. In addition to the end parking lot landscaped islands, the required parking lot landscaped islands are missing – one is required per each 25 parking spaces which will also eliminate two parking spaces. Also, the placement of the Fire & Rescue Department connection will likely require the elimination of 1-2 parking spaces.

The total number of parking spaces provided is 109 spaces. There is not enough parking being provided on the site. There needs to be a reduction in leasable space or a deed restriction which limits the site as to the type of uses to two restaurant uses instead of three. The proposed restaurant uses generate a higher number of parking spaces that are required. The Village will not allow parking on 91<sup>st</sup> or 94<sup>th</sup> Avenues or 76<sup>th</sup> Street.

Plan Commission recommends that the Village Board conditionally 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 developer will be required to submit applications and required documents for the following approvals: Site and Operational Plan, Conditional Use Permit (for drive-thru), Certified Survey Map and Zoning Map Amendment (to create a specific PUD for the development of Outlot 21).
2. The Conceptual Plans were reviewed for compliance 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 and three (3) copies of the revised Conceptual Plan and a pdf shall be submitted for final staff review and approval. (A meeting with the Village staff in person shall be held at the Village Hall to discuss the changes prior to the submittal).**
  - a. The total number of parking spaces is inadequate for the site. A total of 130 spaces are required (includes handicapped accessible parking spaces) and only 109 spaces are being provided. The amount of leasable space must be

reduced or one of the restaurant sites should be eliminated so that there is adequate parking being provided.

- b. It appears as though the plans depict a fence symbol around the each of the outdoor dining areas, but it is difficult to determine. Place note on the plans that decorative (wrought iron or aluminum) black fencing shall be installed around each of the outdoor dining areas. Verify that if the restaurant use sells alcohol this is an approved barrier to the public. Provide a detail of the proposed fencing around the each of the outdoor dining areas. In addition, attractive bollards shall be placed around the perimeter of the seating areas to prevent vehicles from inadvertently hitting the patio or store fronts.
- c. It will be very difficult for a vehicle to back out of the parking space located at the extreme southwest corner of the parking lot. The spaces in this area shall be designated for longer term parking possibly for the employees.
- d. Private sidewalk connections, extending from 76<sup>th</sup> Street and 91<sup>st</sup> Avenue public sidewalk shall be extended to accommodate the walking public to the restaurant buildings in the development.
- e. The conceptual Landscaping Plan shall be submitted for review. Parking lot islands – one per each 25 spaces are missing on the site plan. (This will reduce the number of parking spaces. The landscaping sizes and number of plantings shall be significantly greater than the minimums required by Ordinance to be considered a community benefit per the PUD.
- f. It appears that the front sheet of each of the Perspective, Elevation and Floor Plan drawings are mislabeled in that pursuant to the CSM, the 2-tenant building should be labeled (Lot 1) and the 3-tenant building should be labeled (Lot 2). Please correct.
- g. All downspouts shall be directly interconnected to the private underground storm water system. Show on the plans.
- h. The curbed island for the restaurant drive-thru lane shall be extended to the north to a line across from the patio seating area.
- i. Delineate/show the closest measurement on the site plan for the building setback to 94<sup>th</sup> Avenue from the future right-of-way.
- j. The Building Elevations Plans need to indicate the roof materials proposed on the tower elements. The plans shall be modified as standing seam metal roofing will not be permitted.
- k. The Lot 2 Architectural Building Elevations need to dimension the height of the building at the highest point of the highest tower element (similar to what was done for the Lot 1 Elevations).
- l. All buildings shall be fully protected with fire sprinklers.
- m. The buildings/site shall comply with requirements of a privately owned DSIS which complies with the Village Security Ordinance.
- n. Cultured stone and brick shall be incorporated into the building architecture rather than banding the buildings with concrete block at the bottom.
- o. Modify the entry perspective for Lot 2 at the location for the dining area as it does not conform to the overall building design and needs additional architectural detailing. The black canopies shall be consistent in design as the other canopies. Provide sample materials and colors – the colors do not seem

to match. The end tenant space roof shall be similar in style as the other elements not a flat roof. Attractive ornamental black fencing shall be provided around seating areas with black bollards at the corners and midway to prevent cars from entering the area.

- p. No roof mounted vents or HVAC units shall be visible to the public's view.
- q. Are the windows faux windows on the tower element?
- r. The maximum height of the monument sign shall be 10 feet from grade not 15'9". The complete address \_\_\_\_ 76<sup>th</sup> Street shall be provided on the sign. The property will have a Pleasant Prairie mailing address. One sign is shown – is only one sign being provided or are there two signs one with two tenants and one with three tenants? The Village will not permit two identical signs with the exact same message.
- s. A plan shall be provided which identifies the signage areas on the building. All signage shall be consistent with respect to how it is mounted and the maximum size areas. (No raceways are allowed for mounting signage).
- t. No curb or wheel stops will be allowed - raised sidewalks shall be used for car bumpers.
- u. All parking lot signage shall utilize attractive black ornamental poles for all signage, including handicapped accessible signage. No channel poles for any site signs.
- v. Show the location and sizing of the address numerals.
- w. The fire connection detail as shown needs to be approved by the Fire Chief as it may not be accessible in its shown location/orientation.
- x. The same bronze framing shall be used for all windows and entryways.
- y. On the Topographic Survey (Sheet C-2), provide an easement over the existing sidewalk along 76<sup>th</sup> Street encroaching onto the property.
- z. The following changes shall be made on the Erosion Control Plan (Sheet C-4):
  - i. Show the existing inlets located along the south curb line on 76<sup>th</sup> Street and provide inlet protection on those inlets.
  - ii. Move removal notes for the existing tree and curb and gutter to the driveway location. Add a note to remove existing sidewalk.
  - iii. Add a general note that Village curb and gutter and sidewalk must be removed to the nearest joint.
  - iv. Show erosion mat on disturbed areas to the north and east of the parking lots.
  - v. Add a detail or note for erosion mat installation.
- aa. The following changes shall be made on the Pavement Grading Plan (Sheet C-5):
  - i. Label 30" curb and gutter at the driveway entrance and revise the curb and gutter note located in the pavement specifications to state that 30" curb and gutter is to be installed at the driveway entrance. Add a detail for the driveway entrance construction. In the detail show installing two (2) No.4 (1/2-inch), 18-inch long tie bars, evenly spaced, driven 9-inches into the existing curb and gutter at the connection points.

- ii. Show proposed contours.
  - iii. Remove concrete fill pattern on the existing sidewalk around the site. Only show new sidewalk with the fill pattern.
  - iv. Note on the plan that the Contractor must contact the Village Public Works Department (Steve Wlahovich; 262-925-6767) to schedule inspections for replacement of the curb and gutter along 76<sup>th</sup> Street.
  - v. Add curb and gutter radii.
  - vi. Identify that sidewalk curb shall be shown adjacent to the buildings -- no curb stops will be allowed.
  - vii. Identify curb tapers.
- bb. The following changes shall be made on the Site Utility Plan (Sheet C-6):
- i. Revise the first note in the sanitary sewer and water main specifications to provide notice to the Village of Pleasant Prairie Public Works department.
  - ii. Revise the ninth note in the sanitary sewer and water main specifications to match the updated Village of Pleasant Prairie hydrant detail. The note should include the required factory installed Storz connection.
  - iii. Leader for HYD 2.0 and FDC 2.0 are indicating the incorrect items. They need to be flipped.
  - iv. Verify size of water stub 2.0 and 3.0. The FDC line is 4" on the plans.
- cc. The following changes shall be made to the Storm Sewer Plan (Sheet C-7)
- i. C/O 1.0 should be replaced with a manhole.
  - ii. MH 3.0 and 4.0 should be inlets or catch basins.
  - iii. The catch basin detail does not match the storm sewer specifications note.
- dd. On the Pavement Marking and Signage Plan (Sheet C-8) include sign legend.
- ee. On the Typical Sections and Construction Details (Sheet C-9) add max longitudinal slope for the curb ramps of 1:12 on.
- ff. On the Typical Sections and Construction Details (Sheet C-11) replace the standard hydrant detail with the **attached**.
- gg. The estimate of the amount of import or export of fill needed for the site grading shall be provided.
- hh. Provide calculations and a storm drainage area map to the Village for review of the storm sewer sizing.
3. Compliance with the **attached** memorandum from the Fire & Rescue Department dated May 20, 2015. In addition, when specific development plans are submitted detailed and more specific comments will be provided by all Village Departments as part of the required Site and Operational Plans.
4. The CSM shall show existing easements and restrictions that will remain on the properties that were previously shown on the original Prairie Ridge Plat. In addition the CSM shall show the location and associated Sidewalk Easement where the public sidewalk encroaches into the property adjacent to 76<sup>th</sup> Street. Show Costco

Wholesale driveway on the south side of 76<sup>th</sup> Street. Additional comments forthcoming related to the draft CSM.

5. Cross-Access Easements shall be shown on the CSM and will be required to be dedicated and recorded for the shared driveways between lots/parcels. Submit all easement documents to the Village for review and approval prior to recording. A separate Cross Access easement document shall be prepared and recorded which details the specific requirements, maintenance and ownership responsibilities for the parking, driveways and access.
6. The future development of the lots and structures shall comply with the ordinances in effect at the time of construction. In addition, detailed Site and Operational Plans are required to be submitted for review and approval prior to any development pursuant to Article IX of the Village Zoning Ordinance. Also, depending on the use proposed, the occupants may require a Conditional Use Permit along with Site and Operational Plan approval from the Plan Commission and may require approval of special licenses by the Village. Note: a drive thru will require a Conditional Use Permit.
7. Building architectural designs, elevations and sample materials will be required to be approved by the Plan Commission as part of the detailed Site and Operational Plans.
8. At the time that each lot is proposed to be developed for commercial purposes, detailed landscaping plans will be required to be submitted and reviewed. All landscaped areas will be required to be irrigated with a sprinkler system. The base map for these landscape plans shall include the approved grading plan. In addition, the location of all pedestals and transformers and proposed screening shall be shown on the Site and Operational Plans required for each development site.
9. There shall be no parking of any vehicles on 91<sup>st</sup> and 94<sup>th</sup> Avenues or 76<sup>th</sup> Street.
10. Replace/install, prune, stake, place mulch beds all missing street trees.
11. Landscaping and parking lot islands will be required pursuant to the Village Ordinance requirements. In particular, landscaping between parking areas and roadways shall comply with Section 420-57 J (2) (d) of the Village Zoning Ordinance that states "*Parking lots associated with manufacturing, business or institutional uses shall be screened from public rights-of-way and/or residential zoning districts located within 50 feet of such parking lots; such screening shall be installed in close proximity to the parking lot and shall be 75% opaque to a height of at least four (4) feet above the grade of the nearest edge of such parking lot within three (3) years of installation and may consist of shrubs and trees, an appropriately landscaped undulating berm...*".
12. Each Lot is required to have a primary monument sign. Secondary entrance signs (entry monument signs) at the shared access locations may be allowed. All signage shall conform to the provisions of the PUD Ordinance and all general requirements of the Village Sign Ordinance (Chapter 420 Article X) unless specifically allowed in the PUD.
13. All commercial buildings will be required to install a sanitary sewer sampling manhole. The location and details shall be shown on the Site and Operational Plans required for each site. Contact the Village Engineer to confirm an approved location.
14. All easements shall be shown on the required Site and Operational Plans submitted for review and approval as each lot is proposed to be developed.

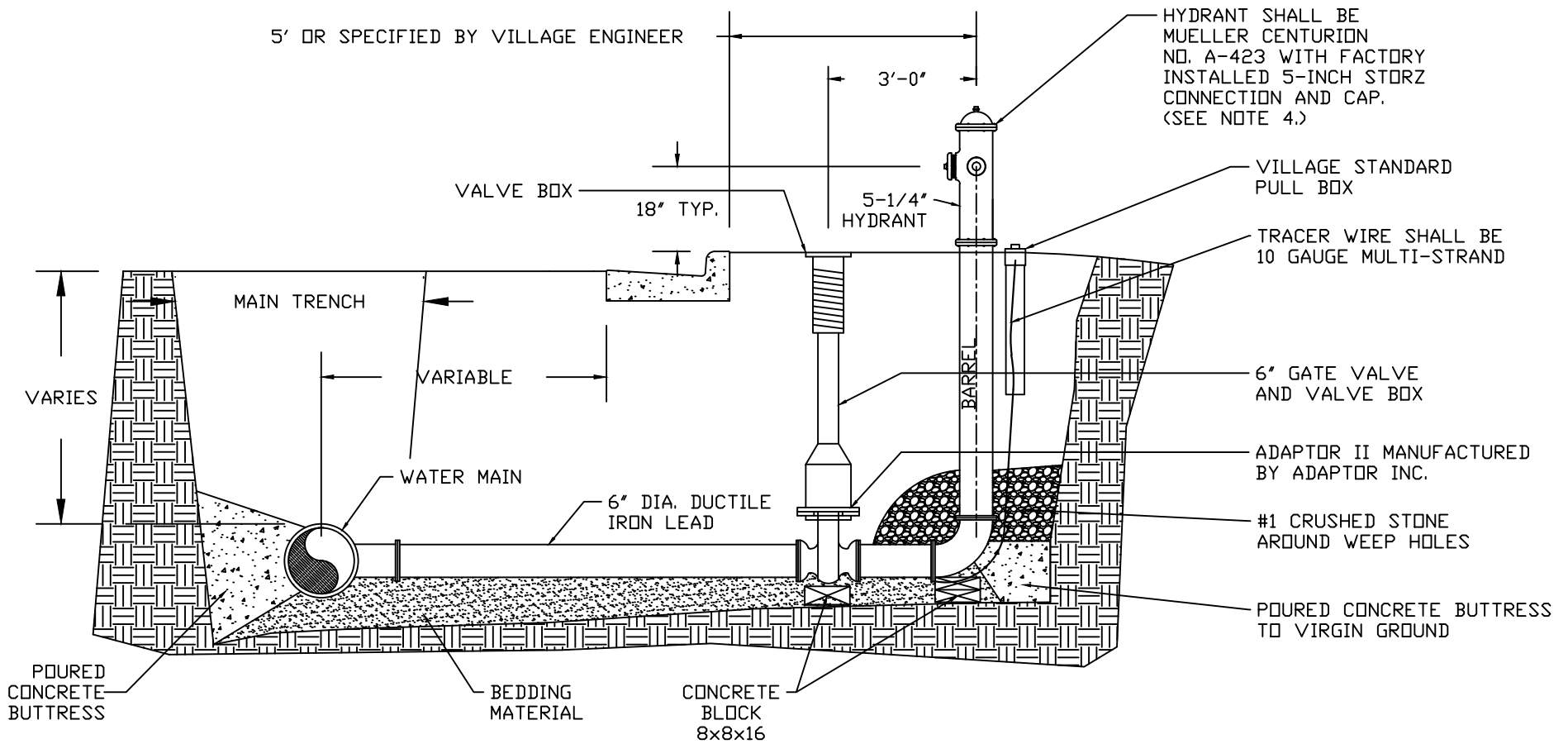
15. Details of the dumpster enclosures shall be provided on the required Site and Operational Plans for the development of each lot. The dumpster enclosures shall be constructed of the same brick, block or stone materials as the building and be attached to the building. Detached garbage enclosures are not allowed. A wooden fence enclosure is not allowed. Sample materials, doors and paint colors of the dumpster enclosures shall be submitted for review and approval.
16. Details (cut sheet details) of the proposed exterior lighting on the building, in the parking areas shall be provided with each detained Site and Operational Plan. In addition, provide a photometric plan to ensure proper lighting levels at the property boundaries as required by Article IX of the Village Zoning Ordinance. (This is a unified business developed – the lighting color, height, and style shall be the same or very similar for the commercial sites). Concrete bases shall not exceed 18 inches above grade and shall be located in landscape island areas,
17. Each handicapped parking space shall be appropriately signed (locations to be reviewed with planning staff) and painted on the pavement (same color for all development) pursuant to ADA requirements prior to occupancy of any development site.
18. All exterior mechanical units, antennae and/or satellite dishes, whether roof-mounted or ground-mounted, shall be screened from the general public's view.
19. Impact fees shall be paid prior to issuance of the building permit. (Currently based upon \$1.94 per \$1,000 of valuation as determined by the Village Assessing Department).
20. All required landscaping and screening for the buildings and signage shall be installed prior to occupancy of any building. A written letter verification and certification shall be provided to the Village by the landscape designer that all building and signage landscaping has been installed in accordance with the approved landscape plan prior to the issuance of a certificate of compliance/occupancy. However, if weather conditions prevent installation of all or portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village Clerk a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.
21. After footings and foundations are installed for each building and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
22. Prior to written occupancy of any 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 signage and pavement markings were installed per the approved site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans. In addition, written certification from the signage companies that the signage

was installed pursuant to the approved Site and Operational Plans shall be submitted.

23. Prior to written occupancy of any building an as-built record drawing of graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
24. No site within the development shall be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/ dismantled/unlicensed vehicles that are parked overnight will be issued citations.
25. Real Estate Marketing Signs and/or Temporary Development Signs are permitted only by permit pursuant to the requirements of Article X of Chapter 420.
26. At no time shall any site within the development be used to sell or advertise any vehicles that are "for sale".
27. No vehicular parking will be permitted in driveways, maneuvering lanes, fire lanes or on landscaped areas.
28. There shall be no outside banners, strings of pennants, signs placed in the ground, flag pennants, flags, inflatable devices or streamers affixed or attached to the building(s), fencing, light poles, ground or landscaping, etc. within the Development. Special event and grand opening signs are permitted by Ordinance with permit.
29. There shall be no semi-truck/trailer, delivery trucks or commercial box truck or commercial van parking permitted on the site within the Development, except temporarily, for routine deliveries.
30. There shall be no outdoor storage or display of materials, goods or equipment on any site, within the Development unless as approved by the Village.
31. The use of semi-trailers, storage units, storage bins, roll-off storage devices (e.g. P.O.D.S., S.A.M.S.) or other trucks, for storage purposes is prohibited. Outdoor storage of any materials, including but not limited to: raw materials, business supplies, pallets, crates, etc., is prohibited.
32. No trucks, trailers or cars shall be parked in a manner that would constitute advertising for the business on the properties.
33. No sign walkers – persons with costumes or signs strapped, hung, affixed or over their clothes shall walk the properties or public right-of-ways for extended periods of time advertising the businesses, sales or special offers of the service or retail businesses.
34. No use shall be conducted in such a way as to constitute a public or private nuisance or to violate any of the performance standards set out in Section 420-38 of the Village Zoning Ordinance.
35. Municipal connection fees shall be paid prior to the connections of each building to the sanitary sewer system.
36. 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.

37. All Village fees incurred by the Village Engineer, Village Inspectors and/or expert Assistants/Consultants/Attorneys required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
38. All Village fees incurred by the Village Community Development Department and/or expert Assistants/Consultants/Attorneys required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
39. During construction, the contractors will be required to park on-site or make arrangements for other off-site parking.





NOTES:

1. MECHANICAL JOINTS FROM TEE TO VALVE AND FROM VALVE TO HYDRANT SHALL BE RESTRAINED WITH MEGALUGS AND STAINLESS STEEL BOLTS.
2. ALL BOLTS SHALL BE STAINLESS STEEL BOLTS.
3. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION
4. HYDRANT SPECIFICATIONS - 2 EACH 2-1/2 INCH NST NOZZLE, 1 FACTORY INSTALLED 5-INCH STORZ CONNECTION AND CAP MANUFACTURED BY MUELLER.
5. PAINT SPECIFICATION - PLEASE REFER TO VS-0400 OF THE VILLAGE CONSTRUCTION SPECIFICATIONS.

SCALE: NTS

# Standard Hydrant Assembly

DETAIL: W - 1

CREATED: 11-26-12

REVISED: 1-26-15

APPROVED BY: MATT FINEOUR

VILLAGE OF  
PLEASANT  
PRAIRIE





## VILLAGE STAFF MEMORANDUM

TO: Jean Werbie-Harris, Community Development Director  
FROM: Doug McElmury, Chief Fire & Rescue Department  
CC: Deputy Chief, Craig Roepke  
Lt. Thomas Clark, Fire & Rescue Department  
Peggy Herrick, Assistant Planner, Community Development  
SUBJECT: Review of the Conceptual Plan for Outlot 21, Multi-tenant Retail  
DATE: 20 May 2015

This is a review of the updated Conceptual Plan for Outlot 21, Multi-tenant Retail dated 5-7-15. Two proposed buildings with a square footage of 6,280 S.F. and 7,370 S.F, and is located at 76<sup>th</sup> Street and 94<sup>th</sup> Avenue.

The Fire and Rescue Department will be responsible for providing fire prevention inspections of these facilities, twice annually. The concerns of the Fire and Rescue Department are as follows:

1. **Distribution of Comments:** *the person who obtains the building permit to all Contractors and Subcontractors affected by this document shall distribute Copies of these comments. This document outlines critical times and deadlines. All recipients of this document need to become familiar with the contents.*
2. **Compliance:** A letter shall be submitted to the Fire and Rescue Department prior to receiving a building permit, stating that the project will comply with all requirements addressed within this document.
3. In the event a conflict in code(s) is identified, or a conflict with the insurance carrier criteria occurs, the more stringent shall apply. In the event this conflicts with any codes adopted by the State of Wisconsin, the owner must petition the State directly for a variance. The Owner must demonstrate that they will provide materials or design equivalent to the code or that they will exceed the code when petitioning the State and or Village when applicable.



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

- The conceptual plan only indicates one entrance serving the two buildings. The Fire and Rescue Department requires two entrances for emergency response purposes.
- West building pumper pad placement. Need to assure better access to this location. May need to eliminate one-two parking spaces.
- AED. Owner shall install one public access Automatic External Defibrillator (AED) onsite for employee or customer use in the event of a sudden cardiac arrest, in each building in any assembly tenant area. The Fire and Rescue Department can provide the training necessary to perform CPR and to operate the AED.
- Fire Alarm Control Panel: The main FACP will be placed in the fire sprinkler riser rooms. Remote annunciator panel location(s) will need to be determined.
- Knox Boxes shall be recessed in the building. Knox boxes shall be provided at the main entrances and at the sprinkler riser rooms.
- All outside doors shall have a lock and handle for access from the outside of the structure.
- Need to install the approved fire department connections, Pumper Pads.
- Incoming combination water main must be sized by a Wisconsin Licensed Fire Sprinkler Designer.
- Fire safety system plans, such as fire sprinkler and fire alarm plans, will need to be submitted to the State of Wisconsin Department of Safety and Professional Services and also to this fire department for review. No installation of any fire protection system is allowed until a satisfactory review is obtained from both departments.
- Fire hydrants: Hydrants shall always be visible and accessible, in particular in any area where trailer trucks will be parked or staged. Hydrants must be placed no further than 350 feet apart as measured by normal access routes used by Fire and Rescue Department apparatus. Current Village hydrant specifications must be used.
- Severe Weather Shelter: The architect shall identify the area within the building that can be used as a "severe weather shelter" or "safe haven" during severe weather such as a tornado. That area will be identified with signage.
- Monument signs must have street address on them.
- All canopies must comply with the adopted International Building Code, including the height requirements.

- All outdoor patio areas shall be protected from vehicles by bollards

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

**A. Site and Operational Permits**

1. Site accessibility
2. Pumper Pad
3. Fire hydrant spacing

**B. Conditional Use and Operational**

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Fire alarm pull stations    | <b>Not shown at this time.</b> |
| 2. Emergency and Exit Lighting | <b>Not shown at this time.</b> |
| 4. Fire extinguishers          | <b>Not shown at this time.</b> |

5. **Plan Review, Permits and Fees:** The plans for the fire protection underground, aboveground and fire alarm system shall be submitted for review a minimum of four (4) weeks before installation is scheduled to begin. The Village will use an independent fire safety consultant for review of all fire protection plans submitted. Permit fees must be submitted to the Fire and Rescue Department before any reviews begin. A satisfactory review must be completed before any permits will be issued and before construction can begin.
6. **Insurance Carrier:** The Owner of this project shall submit to the insurance carrier for review the plans for both underground water distribution and fire protection prior to construction. The Fire & Rescue Department shall receive a copy of the comments when plans are submitted for review.
7. **The following information must be submitted with the sprinkler plans for review:**  
Building height:  
Number of stories/floors:  
Mezzanines:  
Clear space:  
Elevators:  
Hazard class:  
Commodity:  
Maximum storage height:  
Square footage, office space:  
Exterior storage:  
Fire protection:

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

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

Bulk Water

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

Permit fees must be paid at time of submission for review. Work cannot begin until all permits have been issued. A typical review turnaround is four weeks.

9. **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.
10. **Pre-Construction Meeting:** A pre-construction meeting shall take place with the general contractor, the fire protection contractor, the Fire and Rescue Department and any other sub-contractor prior to the installation of any underground fire protection. The purpose of this meeting is to assure that the requirements of the State of Wisconsin that only a Wisconsin licensed sprinkler fitter shall perform the installation of all devices, etc. All parties will be asked to initial this document and or permit. Any violation of the installing requirements will be reported in writing to the State of Wisconsin Department of Safety and Professional Services.
11. **Site Access:** Access shall be provided around the perimeter of the site for all Fire Department apparatus, and must comply with the State of Wisconsin and the International Building Code, 2009 edition. A minimum wall-to-wall turning radius of 45'-0" shall be allowed for apparatus movement.
- a. All exterior exit pathways as well as access to the Fire Sprinkler Room shall have a hard surface, leading to a hard surface.
12. **Sprinkler System:** The building shall be equipped with an "automatic fire sprinkler system". The systems shall be designed and constructed to the current edition of NFPA 13, Automatic Fire Sprinklers and the Village of Pleasant Prairie Ordinance 180-16, Automatic Fire Sprinklers. Fire sprinkler protection is also indicated on the submitted plans.
13. **Water Service:** If it is determined that the building will be serviced by a combination municipal water and fire protection main, that main must be sized by the fire protection (sprinkler) contractor. No main is allowed to travel underground, under the building.

14. **Plan Review (Underground):** A review of the underground drawings is required along with the fire protection drawings before a permit will be issued by the Fire & Rescue Department. Underground plans shall be submitted a minimum of four (4) weeks before installation begins.
15. **Fire Hydrants:** Fire hydrants shall be spaced no more than 350 feet apart around the perimeter of the buildings, per Village Ordinance 180-16. The insurance carrier must agree in writing to the hydrant spacing. As many hydrants as possible shall be supplied directly by municipal water. The distance from the finished grade line to the lowest discharge shall be no less than 18 inches and no more than 23 inches. The Fire Department connections shall be located, and of sufficient height where typical snow fall or snow removal operations will not obstruct access.
16. **Fire Hydrant Acceptance:** This project will include the installation of water mains for domestic and fire protection use. Prior to the fire sprinkler system connection to any new water mains (including water mains, fire hydrants, laterals leading to the building and risers) must be hydrostatically tested flushed according to National Fire Protection Association (NFPA–National Fire Code) Standard 24 and witnessed by the Fire Chief and or the Chief’s representative, the installing contractor and the fire sprinkler contractor at a minimum.
17. 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.
18. 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.
19. **Pumper Pad:** There shall be dedicated space for a fire engine to have unobstructed access to the Pumper Pad. Both the Fire Department Sprinkler connection and the fire hydrant shall be installed remote from the building and located a minimum distance from the building equal to the highest wall. The fire hydrant shall be located no more than five (5) feet from the roadway and the Fire Department sprinkler connection shall be placed no more than five (5) feet from the fire hydrant. The Fire Department connection shall be constructed along with an underground drain with access for inspection. A guideline detail is attached and is meant to illustrate the requirements needed to meet the requirements stated in Village Ordinance 180-16.

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

20. **Bollards:** Shall be placed near fire hydrants, remote post indicator valves (PIV) and Fire Department connection(s) to prevent damage. Bollards shall be 6 inches in diameter. Bollards shall not obstruct charged fire hoses. It is recommended that the Fire Department approve the location of the bollard(s) before final placement is made.
21. **Strobe Light:** A strobe light shall be provided for each riser and installed vertically above each sprinkler water flow bell. The strobe light shall operate for a sprinkler water flow. The lens color shall be RED. The strobe light shall meet Village specifications as found in section 180-16 K of the Sprinkler Ordinance.
22. **Fire Alarm System: The system shall be fully addressable so that detailed information will be received about the device in alarm.** Utilizing a fire pull station, sprinkler water flow, or any other fire detection device that maybe installed in this building shall activate the internal fire alarm system.
- a. **Manual Fire Alarm Pull Stations:** Shall be located at a minimum, immediately adjacent to each exterior door. Any additional exterior doors will be required to meet this requirement. The pull station shall not be placed in the area of the door, but immediately adjacent to the door jamb.
  - b. **Pull Stations and Audiovisual Alarms:** Shall be installed per ADA requirements.
  - c. **Smoke and Heat Detection:** Shall be installed as required.
  - d. **Tamper Switches:** Tamper switches shall be placed on all sprinkler valves and be identified on the annunciator panel.
  - e. **Fire Alarm Control Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire & Rescue Department. The Fire Alarm Control Panel shall be located within the Fire Pump Room. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - f. **Annunciator Panel: Shall be addressable.** The annunciator panel type shall be approved by the Fire and Rescue Department. The panel shall identify a fire sprinkler water flow by riser, and the specific locations of the fire alarm pull stations and any other fire detection devices that may be installed in this building.
  - g. **Transmission of Fire Alarms.** The method of transmission to central station must be approved by the Fire and Rescue Department. i.e. Phone line, RF Radio and /or Cellular technologies.
  - h. **Central Station:** The Fire Alarm Control Panel shall transmit all fire alarm, tamper, trouble and supervisory signals to a central station that is certified by Underwriters Laboratories (UL) and/or Factory Mutual (FM) and approved by the Fire & Rescue Department. The owner shall provide such documentation for approval. It is recommended that the owner consult with the Fire & Rescue Department prior to signing any contracts with the Central station.
    - 1) The central station shall be provided with this information regarding the geographical location of this alarm:
 

Village of Pleasant Prairie, County of Kenosha, State of Wisconsin	
Fire:	Pleasant Prairie Fire & Rescue
Medical:	Pleasant Prairie Fire & Rescue

Phone numbers:

**Emergency:** (262) 694-1402

Non-emergency: (262) 694-7105

Business: (262) 694-8027

23. **Knox Box:** Knox Boxes shall be provided for the buildings. One by main entrance door, and one at the door nearest the fire riser room. The Knox Boxes shall be Model 4400, and the recessed type. Two sets of all keys (Master, fire alarm pull station, annunciator, elevator, etc.) shall be placed within the box, as well as a copy of the pre-fire plan.
24. **MSDS Knox Box:** A minimum of One (1) Knox Box(s) designed for Material Safety Data Sheet storage shall be provided for each tenant to contain the data sheets on all products that are considered hazardous within the facility. The MSDS Box(s) shall be installed within the riser Room.
25. **Fire Extinguishers:** Shall meet NFPA 10 (Portable Fire Extinguishers) for the specific use of the building and be in sufficient number. Final approval, of fire extinguisher locations and quantity, will not be given until occupancy is taken, to see how a tenant furnishes the space. The company providing the fire extinguishers shall submit a letter to the Fire and Rescue Department stating the locations and size of the extinguishers are in compliance with NFPA 10.
26. **Emergency and Exit Lighting:** Exit and Emergency Lighting shall be provided and shall have battery backup. Combination units are acceptable and recommended. An Emergency Generator eliminates the need for battery backup. Exit and Emergency Lighting shall not be placed on electrical circuits that cannot be disturbed or interrupted, this is for test purposes. These circuits shall be clearly labeled. An Emergency light shall be placed within the fire sprinkler riser room.
27. **Final Inspection:** The General Contractor shall provide the following documentation at the time the Final Inspection takes place and before a building occupancy certificate will be issued.
  - a. The fire protection contractor shall provide the owner with a letter (upon completion of the sprinkler work) stating the sprinkler system, or portion thereof, is "100% operational and built according to the design", Village Ordinance, 180-16 N.
  - b. Copy of contract with fire alarm central monitoring station.
  - c. Copy of UL and/or FM certificate(s) for the fire alarm central monitoring station.
  - d. Copies of the fire protection underground flushing documents.
  - e. Copies of the underground and fire sprinkler hydrostatic test certificates.
  - f. Copies of the fire sprinkler operational test certificates.
  - g. Copies of the fire alarm test documents.
  - h. Copies of other test documents such as, hood/duct, smoke, etc...
  - i. Copies of all underground and above ground tank documents.
  - j. The Pleasant Prairie Fire and Rescue Department shall have all information needed for our pre-fire plan prior to occupancy.



- k. 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.
  - l. 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.
  - m. Maps of the fire alarm and fire sprinkler system shall be placed in the fire pump room, near the fire alarm control panel; the maps shall be hung on the wall, with a waterproof covering and accessible to firefighters wearing bulky clothes and equipment.
  - n. AED, in place at time of occupancy.
  - o. A copy of the Emergency Plan must be submitted to the Fire and Rescue Department before occupancy.
28. Occupancy inspection fee and re-inspection fee will be assessed at the final inspection in accordance with ordinance 180-17.
29. **Occupancy:** All fire and life safety requirements must be in place prior to any building being occupied.



Filed 4/6 2015 Published 4/27 2015  
Public Hearing 5/11 2015 5/4 2015  
Fee Paid 4/6 2015 Approved \_\_\_\_\_ 20\_\_\_\_  
Notices Mailed 4/23 2015 Denied \_\_\_\_\_ 20\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
CONCEPTUAL PLAN APPLICATION**

1. Development Name: Outlot 21 - Multi-Tenant Retail
2. General Location of Development: SE Corner STH 50 & 94th Avenue
3. Tax Parcel Number(s): 91-4-122-081-0210
4. Number of Lots: 1 Number of Outlots: 0
5. Size of Development: 2.011 acres.
6. The Development is proposed to be constructed in Phases:  Yes  No
7. The Development abuts or adjoins a State Trunk Highway:  Yes  No
8. The Development abuts or adjoins a County Trunk Highway or a Kenosha County Park or the Kenosha County Bike Trail:  Yes  No
9. The following number and types of plans shall be submitted with this application:
  - 10 full size sets of Conceptual Plan
  - 1 copy of the Conceptual Plan reduced to 11" by 17"
  - Conceptual Plan application fee
  - 10 sets of Conceptual Engineering Plan
  - Phasing Plan, if applicable
  - Draft of Declarations, Covenant, Restrictions and any Easement Documents
  - Any other information as specified by the Village

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

**PROPERTY OWNER:**

Print Name: SB1 Pleasant Prairie WI, LLC  
Signature: *[Handwritten Signature]*  
Address: C/O Starwood CPTL GRP M Carlin  
591 W Putnam, Greenwich, CT, 06830  
(City) (State) (Zip)  
Phone: 312-759-5020  
Fax: N/A  
Date: April 3, 2015

**OWNER'S AGENT:**

Print Name: Mark. D. Eberle, P.E. / Nielsen Madsen Barber  
Signature: *[Handwritten Signature]*  
Address: 1458 Horizon Blvd. STE. 200  
Racine, WI, 53406  
(City) (State) (Zip)  
Phone: 262-634-5588  
Fax: 262-634-5024  
Date: April 2, 2015





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

April 6, 2015

Ms. Jean Werbie - Harris  
Village of Pleasant Prairie  
9915 – 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

RE: Outlot 21 Multi-Tenant Retail Project  
Planned Unit Development (PUD) Amendment  
File No. 2015.0011.01

**RECEIVED**

APR 06 2015

**PLEASANT PRAIRIE**

Dear Jean:

Oldacre McDonald, LLC., developer of the above-referenced project, is hereby requesting an amendment to the current Planned Unit Development (PUD) overlay on Outlot 21 to accommodate the proposed two (2) building, five (5) unit multi-tenant retail development as shown on the attached conceptual plan.

As part of this amendment, they are requesting the following "Dimensional Variances" from the Chapter 420-48 "Parking Lot and Circulation Requirements" and Chapter 420-119 "B-2 Community Business District" of the Village Code of Ordinances:

- 1) Chapter 420-119 I.1. (B-2 Community Business District / Lot Size) to allow for 1.04 and 0.97 acre lots in lieu of the required 2.0 acre minimum.
  - Reason for Variance: To allow for the creation of two (2) separate parcels containing one (1) multi-tenant building each. This two (2) building scenario allows for multiple "end-cap" units which are highly desirable for restaurant type uses.
- 2) Chapter 420-119 I.1. (B-2 Community Business District / Open Space) to allow for twenty-four percent (24%) open space in lieu of the required thirty percent (30%).

Chapter 420-119 I.4.c.1. (B-2 Community Business District / Building Street Yard Setback) to allow for a thirty-one foot (31') street yard setback to 94<sup>th</sup> Avenue in lieu of the required forty feet (40').

Chapter 420-119 I.4.c.2. (B-2 Community Business District / Building Side Yard Setback) to allow for a twenty-seven foot (27') side yard setback between Outlots 20 and 21 in lieu of the required thirty feet (30').



Ms. Jean Werbie - Harris  
Outlot 21 – Multi-tenant Retail Development  
Planned Unit Development (PUD) Amendment  
April 6, 2015  
Page 2

Chapter 420-48 L.1.d.1. (Parking Lot and Circulation Requirements) to allow a zero foot (0') setback from the interior lot line (between Outlots 20 and 21) in lieu of the required ten feet (10') to allow for a 24' wide internal access drive to serve both lots.

Chapter 420-48 L.1.a. (Parking Lot and Circulation Requirements) to allow a fifteen foot (15') setback from the North right-of-way line of 76<sup>th</sup> Street in lieu of the required twenty feet (20').

Chapter 420-48 K. (Parking Lot and Circulation Requirements) to allow for cross parking between the two (2) developments.

- To allow for an internal shared access drive between the developments on Outlots 20 and 21 as well as adequate ingress, egress and internal traffic circulation lanes, sufficient onsite parking counts and landscaped islands and the required emergency vehicle maneuverability.

In recognition of the requested dimensional variances, the developer is proposing to provide the following enhancements:

- 1) An External Digital Imaging Security System (DSIS).
- 2) Internal Fire Protection System (in each building).
- 3) Enhanced Architectural Design Elements.

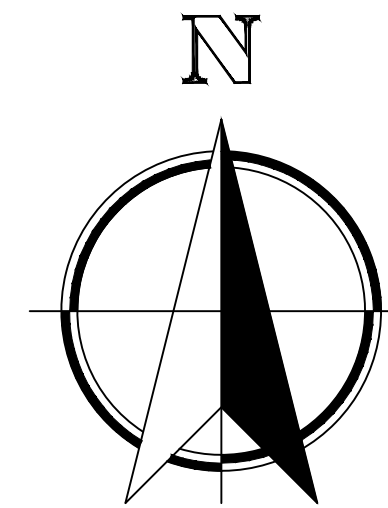
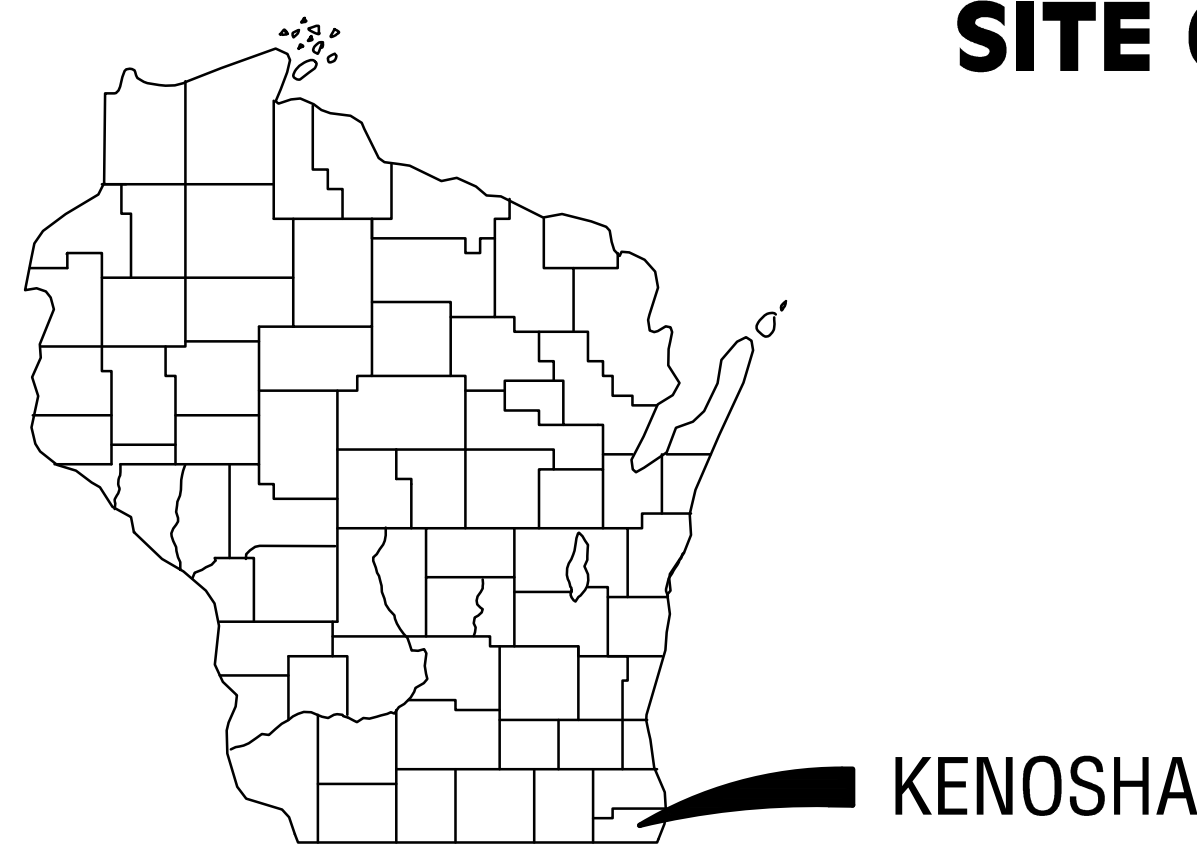
If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,

Mark D. Eberle, P.E.

MDE/kmw  
Enclosure

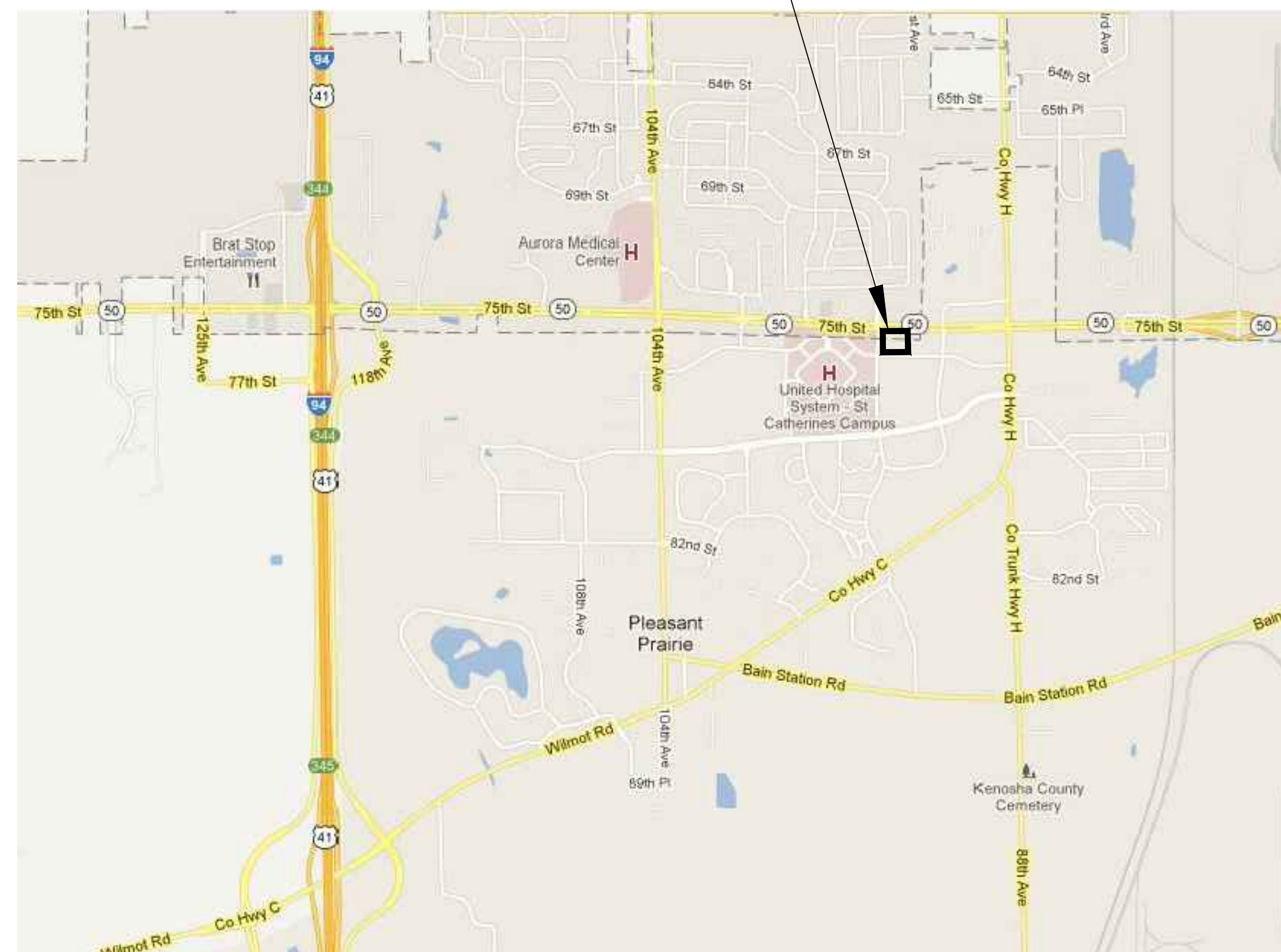
**CONSTRUCTION PLANS**  
for  
**OUTLOT 21 MULTI-TENANT RETAIL**  
**SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS**  
for  
**OLDACRE MCDONALD, LLC.**  
Village of Pleasant Prairie, Kenosha County, Wisconsin



**Project Legend**

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

**PROJECT LOCATION**



**Pre-construction Note:**

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

**Utility Note:**

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

**Construction Access Note:**

A TEMPORARY CONSTRUCTION ACCESS AND STONE TRACKING PAD SHALL BE INSTALLED OFF OF 76TH STREET AS SHOWN ON SHEET C-4. ALL CONSTRUCTION TRAFFIC SHALL ACCESS THE SITE VIA THIS LOCATION. AT THE COMPLETION OF THE PROJECT, THAT PORTION OF THE STONE TRACKING PAD NORTH OF THE PUBLIC SIDEWALK SHALL REMAIN IN PLACE, WITH THE REMAINDER (WITHIN THE PUBLIC RIGHT OF WAY) BEING REMOVED AND THE AREA RESTORED. ALL CURB AND GUTTER, SIDEWALKS AND PARKWAY TREES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND PER VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS.



**Sheet Index**

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS TOPOGRAPHIC SURVEY	C-2
DIMENSIONED SITE PLAN	C-3
SITE GRADING, DRAINAGE & EROSION CONTROL PLAN	C-4
PAVEMENT GRADING PLAN	C-5
SITE UTILITY PLAN	C-6
STORM SEWER PLAN	C-7
PAVEMENT MARKING & SIGNAGE PLAN	C-8
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-9 thru C-12

**Owner**

SB1 PLEASANT PRAIRIE, LLC  
25100 75TH STREET  
SALEM, WI 53168  
OFFICE: 262-843-2317

**Developer**

OLDACRE MCDONALD, LLC.  
JOHN FLIEG  
5819 BRISTLECONE CT.  
ST. LOUIS, MO 63129  
OFFICE: 314-378-8971  
EMAIL: jflieg@oldacremcdonald.com

**Governing Agency Contacts**

<p>PLEASANT PRAIRIE VILLAGE HALL 9915 39TH STREET PLEASANT PRAIRIE, WI 53158 OFFICE: (262) 694-1400</p> <p>- ADMINISTRATION MICHAEL R. POLLOCOFF - VILLAGE ADMINISTRATOR OFFICE: (262) 925-6721 EMAIL: mpollocoff@plprairiewi.com</p> <p>THOMAS SHIRCEL - ASSISTANT VILLAGE ADMINISTRATOR OFFICE: (262) 925-6721 EMAIL: tshircel@plprairiewi.com</p> <p>- COMMUNITY DEVELOPMENT DEPARTMENT JEAN WERBIE-HARRIS, DIRECTOR - PLANNER, ZONING ADMINISTRATOR OFFICE: (262) 925-6718 EMAIL: jwerbie-harris@plprairiewi.com</p> <p>PEGGY HERRICK - ASST. PLANNER &amp; ZONING ADMINISTRATOR OFFICE: (262) 925-6716 EMAIL: pherrick@plprairiewi.com</p> <p>- ENGINEERING DEPARTMENT MATT FINEOUR - VILLAGE ENGINEER OFFICE: (262) 925-6778 EMAIL: mtfineour@plprairiewi.com</p> <p>KURT DAVIDSEN - ASSISTANT VILLAGE ENGINEER OFFICE: (262) 925-6728 EMAIL: kdavidsen@plprairiewi.com</p> <p>- BUILDING INSPECTION DEPARTMENT SANDRO PEREZ - BUILDING INSPECTION SUPERINTENDENT OFFICE: (262) 694-9304 DIRECT: (262) 925-6722 EMAIL: sperez@plprairie.com</p>	<p>PLEASANT PRAIRIE FIRE DEPARTMENT DOUG Mc ELMURY, - CHIEF OF FIRE &amp; RESCUE 8044 88TH AVENUE OFFICE: (262) 694-8027 EMAIL: fireandrescue@plprairie.com</p> <p>THOMAS CLARK - LIEUTENANT FIRE &amp; RESCUE DEPARTMENT DIRECT: (262) 948-8982 EMAIL: tclark@plprairiewi.com</p> <p>CRAIG ROEPKE - DEPUTY CHIEF OF FIRE &amp; RESCUE DIRECT: (262) 948-8981 EMAIL: croepke@plprairiewi.com</p> <p>PLEASANT PRAIRIE PUBLIC WORKS JOHN STEINBRINK, JR., - SUPERINTENDENT ROGER PRANGE MUNICIPAL BUILDING 8600 GREEN BAY ROAD OFFICE: (262) 925-6768 EMAIL: jsteinbrink@plprairie.com</p> <p>STEVE WLAHOVICH - ENGINEERING TECHNICIAN OFFICE: (262) 925-6767 EMAIL: svlahovich@plprairie.com</p> <p>WI DEPARTMENT OF NATURAL RESOURCES ELAINE JOHNSON - WATER RESOURCE SPECIALIST OFFICE: 262-884-2136 EMAIL: elaine.johnson@wisconsin.gov</p> <p>PETER WOOD - WATER RESOURCES ENGINEER OFFICE: 262-884-2360 EMAIL: peter.wood@wisconsin.gov</p>
---	---

**Public Utility Contacts**

<p>AMERICAN TRANSMISSION COMPANY BRIAN MCGEE OFFICE: 262-506-68955 EMAIL: bmcgee@atc.com EMERGENCY NUMBER: (800) 972-5341</p> <p>WISCONSIN D.O.T. SOUTHEAST REGION OFFICE: (414) 266-1167</p> <p>AT&amp;T MIKE TOYEK OFFICE: 262-636-0549 EMAIL: mt1734@att.com</p> <p>TDS TELECOM SOUTHEAST WISCONSIN OFFICE: 877-483-7142</p>	<p>TIME WARNER CABLE STEVE CRAMER - UTILITY COORDINATOR OFFICE: 414-277-4045 EMAIL: steve.cramer@twcable.com EMERGENCY NUMBER: (800) 627-2288</p> <p>WE-ENERGIES LINDA SCHREIER KENOSHA SOUTH OFFICE: 262-552-3228 EMAIL: linda.schreier@we-energies.com</p> <p>NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797</p>
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**Bench Marks**

- CHISEL "4" IN SIDEWALK LOCATED 6.9' EAST & 2.1' SOUTH OF INTERSECTING BACK OF WALKS AT SOUTHEAST PROPERTY CORNER (9000). ELEVATION: 723.67
- CHISEL "4" IN SIDEWALK 1.6' SOUTH OF BACK OF WALK ADJACENT TO AMERITECH UTILITY PEDESTAL. ELEVATION: 723.75



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

**OUTLOT 21 MULTI-TENANT RETAIL  
SITE GRADING, DRAINAGE, UTILITY  
& PAVEMENT IMPROVEMENTS**  
FOR  
**OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____ MDE
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**OUTLOT 21 MULTI-TENANT RETAIL  
 EXISTING CONDITIONS  
 TOPOGRAPHIC SURVEY**  
 FOR  
**OLDACRE MCDONALD, LLC**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

N 1/4 8-1-22

NE CORNER 8-1-22

**STH 50 (75th STREET)**  
 (WIDTH VARIES)

**94th AVENUE**  
 (WIDTH VARIES)

V.T.E. = DEDICATED VISION TRIANGLE EASEMENT  
 PER VILLAGE ORDINANCE ILLUSTRATION #2 (SEC.12.13-1)  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

25' DEDICATED PLANTING & LANDSCAPE EASEMENT, RESTRICTED  
 PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA  
 SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

PROPOSED WISDOT  
 RIGHT-OF-WAY

PROPOSED WISDOT  
 RIGHT-OF-WAY

50' D.O.T. BUILDING SETBACK LINE  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

65' VILLAGE BUILDING SETBACK LINE  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

12' WIDE DEDICATED UTILITY EASEMENT  
 AREAS TO WISCONSIN ELECTRIC POWER  
 COMPANY, AMERITECH, AND TIME  
 WARNER CABLE (PER THE FINAL PLAT  
 OF "PRAIRIE RIDGE")

DEDICATED ENTRY MONUMENT EASEMENT  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

25' DEDICATED PLANTING & LANDSCAPE EASEMENT, RESTRICTED  
 PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA  
 SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

INDICATES NO ACCESS PERMITTED TO ADJACENT OUTLOTS  
 PURSUANT TO VILLAGE AND D.O.T. REQUIREMENTS  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

**OUTLOT 21**  
**VaB**

**OUTLOT 20**

FUTURE WISDOT RIGHT-OF-WAY LINE

12' WIDE DEDICATED UTILITY EASEMENT  
 AREAS TO WISCONSIN ELECTRIC POWER COMPANY,  
 AMERITECH, AND TIME WARNER CABLE  
 (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

PROPOSED WISDOT  
 RIGHT-OF-WAY

BENCHMARK #1 (9000)  
 CHISEL X IN SIDEWALK  
 ELEV. 723.67

ENCROACHMENT NOTE: SIDEWALK  
 0.77' N OF SW LOT CORNER

**AtA**

BENCHMARK #1 (9001)  
 CHISEL X IN SIDEWALK  
 ELEV. 723.75

ENCROACHMENT NOTE: SIDEWALK  
 4.53' N OF SE LOT CORNER

**EXISTING UTILITY DATA**

STM 1.0 RIM 723.11 I.E. 36" E 716.46	CB 1 RIM 722.37 I.E. 12" E 719.02	SAN 1.0 RIM 724.11 I.E. 8" 713.96
STM 2.0 RIM 722.94 I.E. 36" E&W 716.79	CB 2 RIM 722.45 I.E. 15" W 718.85	SAN 2.0 RIM 723.40 I.E. 8" 711.95
STM 3.0 RIM 721.58 I.E. 36" W 714.93	CB 3 RIM 721.46 I.E. 15" SE 718.16	SAN 3.0 RIM 723.40 I.E. 15" N 718.95

**SOILS / GROUND COVER DATA**

Existing Ground Cover - Unmowed Meadow  
 Existing Site Soils  
 • Varna Silt Loam (VaB) - 1.85 Acres  
 • Ashkum Silty Clay Loam (AtA) - 0.16 Acres

**LEGAL DESCRIPTION**

OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4  
 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE  
 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY,  
 WISCONSIN.  
 TAX ID No. 91-4-122-081-0210  
 SITE ADDRESS: 76th STREET

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

ALL ELEVATIONS REFER TO NATIONAL  
 GEODETIC DATUM OF 1929.

**LEGEND:**

- ⊙ STORM MANHOLE
- CATCH BASIN
- STM — STORM SEWER
- ⊙ LIGHT POLE
- ⊙ SIGNAL LIGHT
- ⊙ SANITARY MANHOLE
- SAN — SANITARY SEWER
- ⊙ HYDRANT
- ⊙ WATER VALVE
- W — WATER MAIN
- ⊙ ELECTRIC PEDESTAL
- ⊙ ELECTRIC METER
- ⊙ POWER POLE
- ⊙ TELEPHONE PEDESTAL
- T — TELEPHONE LINE
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ SIGN
- X — FENCE
- ⊙ FOUND IRON PIPE
- ⊙ SET 5/8" REBAR
- ⊙ MISC. MANHOLE
- ⊙ CUT CROSS

**UTILITY NOTE**

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



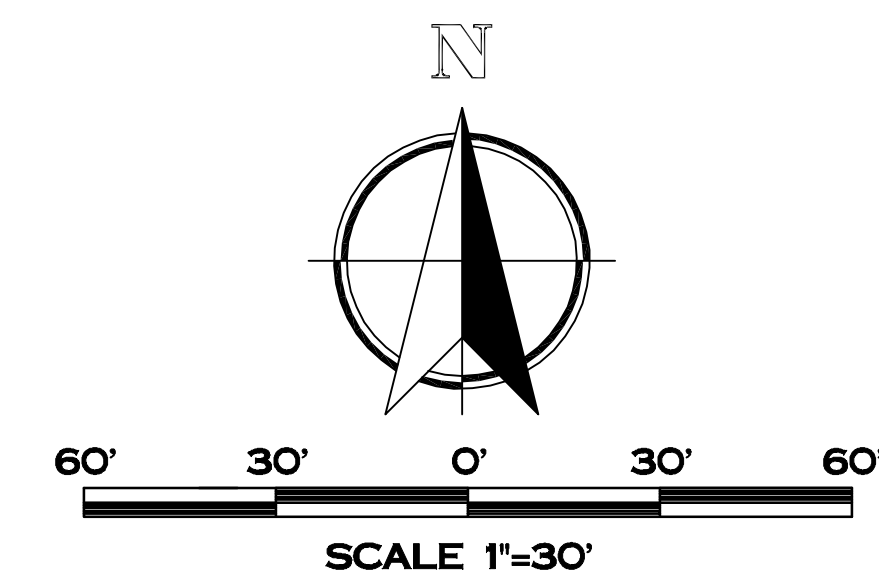
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 CHECKED: \_\_\_\_\_ MDE  
 DATE: 4-6-2015

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**ISSUE FOR REVIEW - 5-15-2015**



SITE DATA

PARCEL ID NUMBER: 91-4-122-081-0210  
 ZONING CLASSIFICATION: B-2 (PUD)  
 EXISTING LAND USE: VACANT  
 EXISTING FLOOD ZONE: NOT IN A FLOOD ZONE  
 DEVELOPMENT TYPE: COMMERCIAL  
 BUILDING USE: MULTI-TENANT RETAIL  
 PARKING CALCULATIONS:

**RETAIL PARKING REQUIREMENTS:**

ONE (1) SPACE FOR EVERY 200 SQUARE FEET OF PRIMARY FLOOR SPACE PLUS ONE (1) SPACE FOR EVERY TWO (2) EMPLOYEES.	RETAIL USE = 4,000 SF PRIMARY FLOOR SPACE = 65% 4,000(0.65)=2,600 SF/200 = 13 NUMBER OF EMPLOYEES = 6/2 = 3 TOTAL SPACES REQUIRES = 13+3 = 16
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**RESTAURANT PARKING REQUIREMENTS:**

ONE (1) SPACE FOR EVERY 100 SQUARE FEET OF FLOOR AREA PLUS ONE (1) SPACE FOR EVERY TWO (2) EMPLOYEES ON THE LARGEST WORK SHIFT.	RESTAURANT USE = 7,050 SF 7,050 SF/100 = 71 EMPLOYEES ON LARGEST SHIFT = 23 TOTAL SPACES REQUIRES = 71+2 = 94
---	--

**DENTAL OFFICE PARKING REQUIREMENTS:**

FIVE (5) SPACES FOR EVERY DOCTOR PLUS ONE (1) SPACE FOR EVERY EMPLOYEE.	DENTAL OFFICE USE = 2,400 SF NUMBER OF DENTISTS = 2(5) = 10 EMPLOYEES ON LARGEST SHIFT = 5 TOTAL SPACES REQUIRES = 15
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TOTAL PARKING REQUIRED = 125  
 TOTAL PARKING PROVIDED = 109

**PROPOSED IMPERVIOUS SURFACE**

BUILDING/ENCLOSURE	13,765 S.F.
PROPOSED CONCRETE	7,599 S.F.
PROPOSED ASPHALT	45,371 S.F.
<b>TOTAL IMPERVIOUS SURFACE AREA</b>	<b>66,735 S.F. = 1.53 AC (76.2%)</b>
TOTAL GREEN SPACE AREA	20,865 S.F. = 0.48 AC (23.8%)
REQUIRED GREEN SPACE AREA	17,520 S.F. = 0.40 AC (20.0%)
TOTAL PARCEL AREA	87,600 S.F. = 2.01 AC
TOTAL DISTURBED AREA	87,600 S.F. = 2.01 AC

**LANDOWNER:** SB1 PLEASANT PRAIRIE, LLC  
 25110 75th STREET  
 SALEM, WI 53168  
 262-843-2317

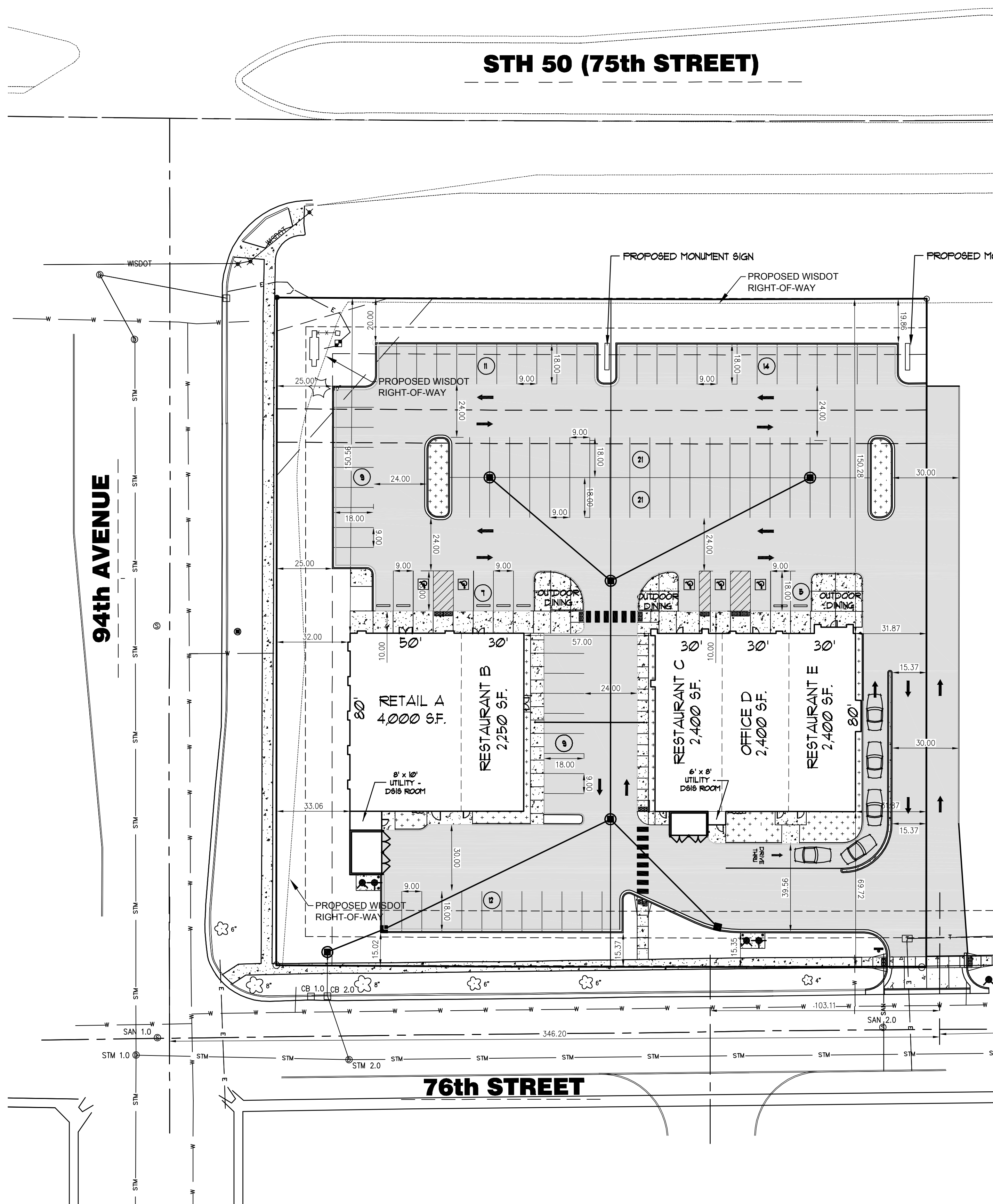
**APPLICANT/DEVELOPER:** OLDAORE McDONALD  
 5819 BRISTLECONE CT.  
 ST LOUIS, MO, 63129  
 314-378-8971

**SURVEYOR/CIVIL ENGINEER:** NIELSEN, MADSEN & BARBER, S.C.  
 1458 HORIZON BOULEVARD  
 SUITE 200  
 RACINE, WI 53406  
 262-634-5588

\*AN ESTIMATED 500 CY OF MATERIAL WILL NEED TO BE EXPORTED FROM THE SITE

SITE PLAN LEGEND

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



**OUTLOT 21 MULTI-TENANT RETAIL**

**SITE PLAN**

FOR  
**OLDAORE McDONALD, LLC**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

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Civil Engineers and Land Surveyors  
1458 Horizon Blvd., Suite 200, Racine, WI. 53406  
Tel: (262)634-5588 Fax: (262)634-5024  
Website www.nmbasc.net

**OUTLOT 21 MULTI-TENANT RETAIL  
SITE GRADING, DRAINAGE &  
EROSION CONTROL PLAN  
FOR  
OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

**ISSUE FOR REVIEW - 5-15-2015**

## REFERENCES

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

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2015 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stndspec/index.htm>

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

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

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

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

\* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

## GENERAL NOTES

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

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

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

## EROSION CONTROL

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

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

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

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

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

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

ALL PROPOSED STORM SEWER STRUCTURES AND ADJACENT EXISTING STORM INLETS SHALL HAVE TYPE B OR TYPE C INLET PROTECTION INSTALLED TO PREVENT SEDIMENT OR SILT FROM ENTERING THE SYSTEM. THE INLET PROTECTION SHALL BE INSPECTED BY THE CONTRACTOR AND REPLACED, IF NECESSARY, EVERY 14 DAYS AND AFTER EACH RAINFALL.

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

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

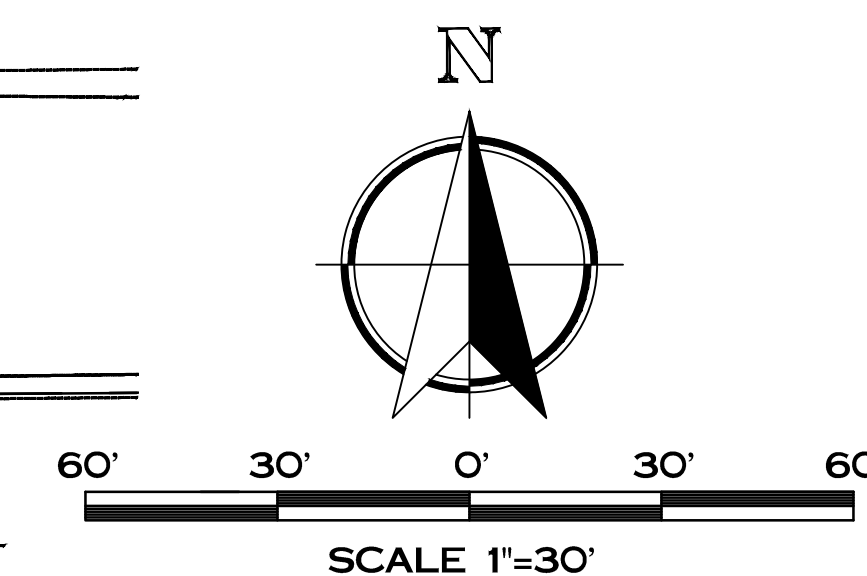
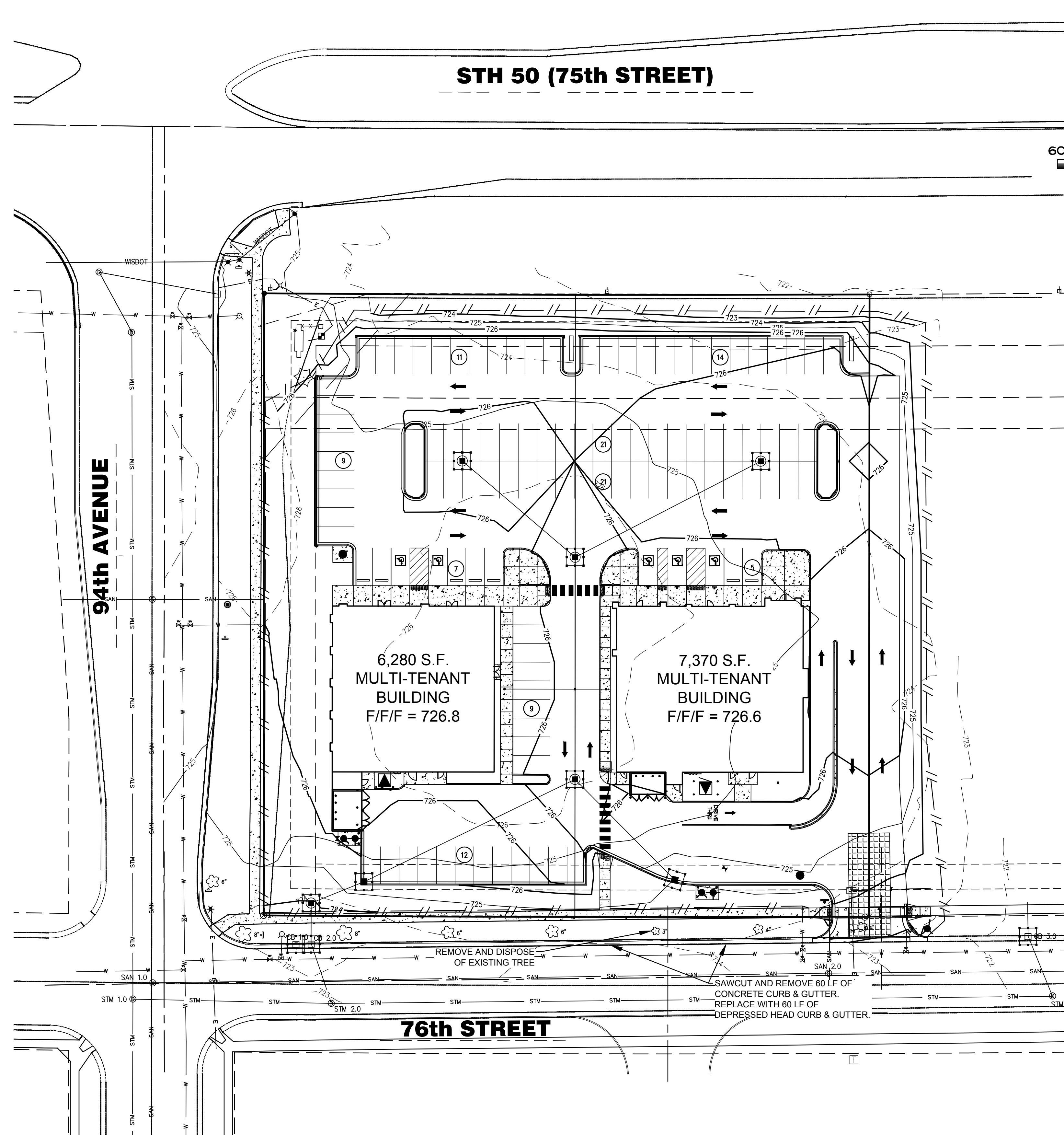
THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) ACCORDING TO WDNR TECHNICAL STANDARD 1068 DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS).



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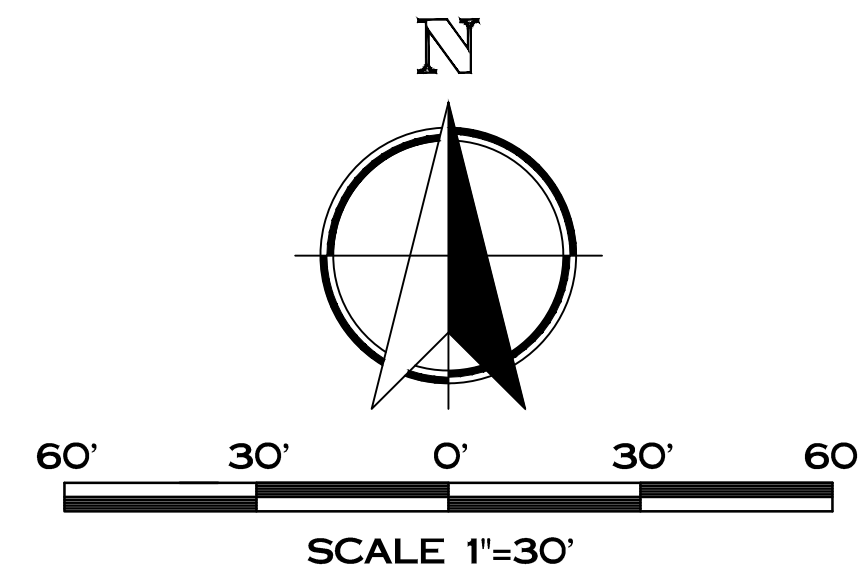
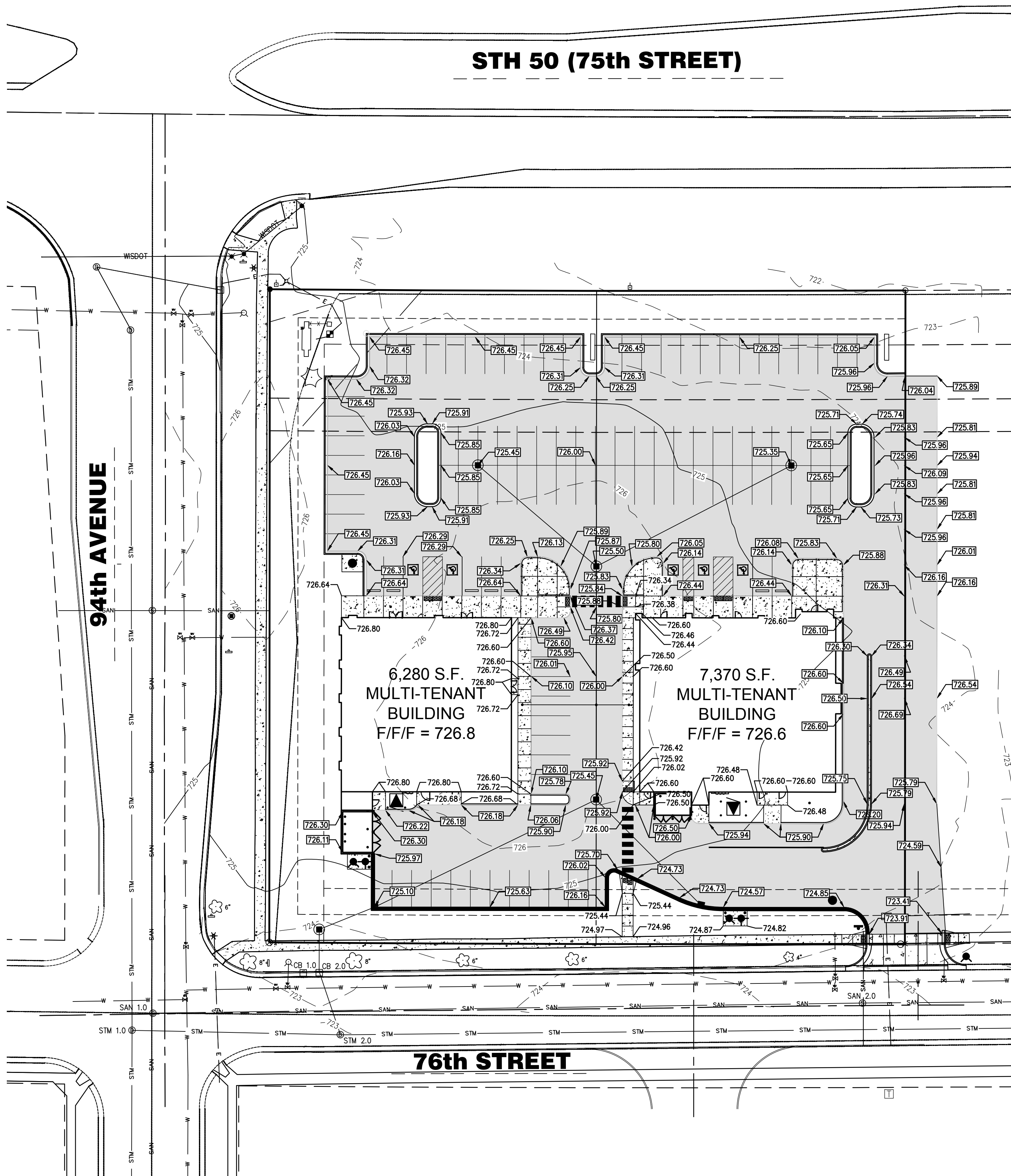
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### EROSION CONTROL / GRADING LEGEND

- |  |                                 |  |                        |
|--|---------------------------------|--|------------------------|
|  | GRAVEL TRACKING PAD             |  | SILT FENCE             |
|  | EXISTING CONTOURS               |  | EROSION BALES          |
|  | PROPOSED CONTOURS               |  | STORM INLET PROTECTION |
|  | EROSION MATTING CLASS 1, TYPE B |  |                        |

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

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

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

\* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

**GENERAL NOTES**

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

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

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

**SITE GRADING & SUB-GRADE PREPARATION**

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

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

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

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

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

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

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

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

**PAVEMENT SPECIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

**PAVEMENT GRADING LEGEND**

- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- ASPHALT PAVEMENT
- DETECTABLE WARNING FIELD
- FINISHED ASPHALT GRADES
- FINISHED SIDEWALK GRADES
- FINISHED YARD GRADES
- EXISTING CONTOURS
- PROPOSED CONTOURS



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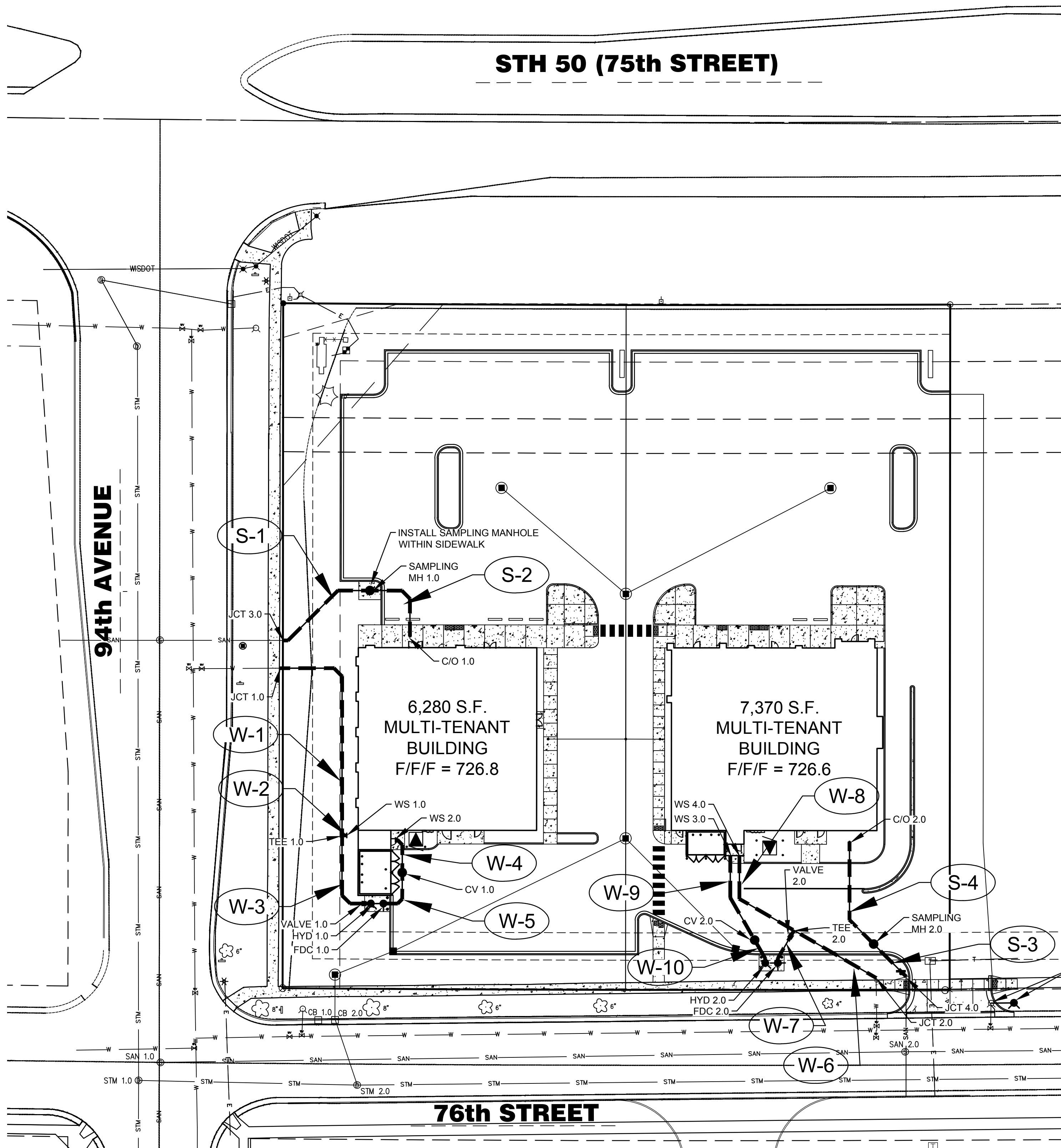
**OUTLOT 21 MULTI-TENANT RETAIL PAVEMENT GRADING PLAN FOR OLDACRE McDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
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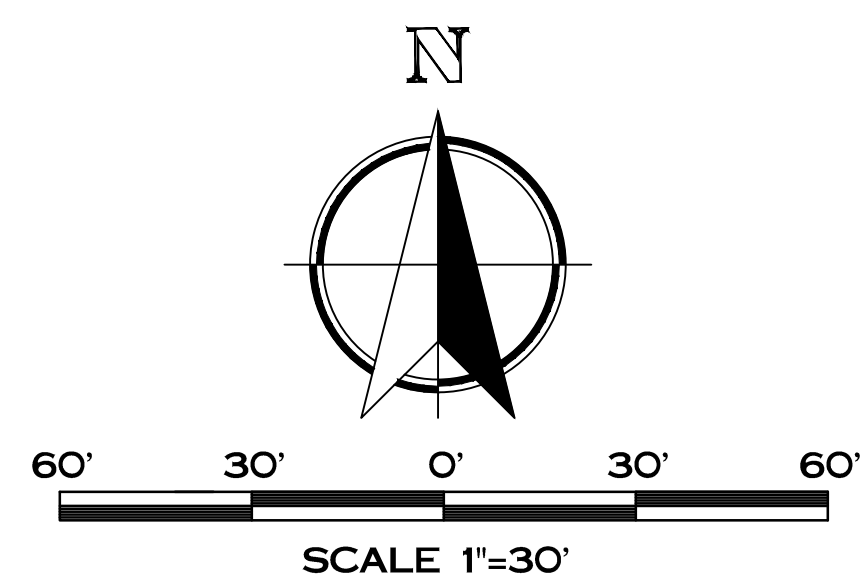
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WATERMAIN DESIGN			
W-1: 98' - 6" WM @ 0.50%	W-5: 21' - 4" WM @ -1.67%	W-9: 40' - 4" WM @ -1.00%	
W-2: 2' - 6" WM @ 0.50%	W-6: 42' - 6" WM @ 0.50%	W-10: 11' - 4" WM @ -2.18%	
W-3: 40' - 6" WM @ 0.50%	W-7: 16' - 6" WM @ 0.50%		
W-4: 16' - 4" WM @ -1.00%	W-8: 47' - 6" WM @ 0.50%		
JUNCTION 1.0 I.E. 6" 717.8±	VALVE 2.0 I.E. 6" 716.57	CHECK VALVE 1.0 RIM 726.05 I.E. 4" 718.14	HYDRANT 1.0 FLANGE ELEVATION - 726.50 CENTER OF LARGE COUPLING - 727.80 I.E. 6" 718.49
JUNCTION 2.0 I.E. 6" 716.3±	WATER STUB 1.0 I.E. 6" 718.30	CHECK VALVE 2.0 RIM 724.70 I.E. 4" 716.35	HYDRANT 2.0 FLANGE ELEVATION - 725.20 CENTER OF LARGE COUPLING - 726.50 I.E. 6" 716.59
TEE 1.0 (6" X 6") I.E. 6" 718.29	WATER STUB 2.0 I.E. 6" 718.30	FDC 1.0 FLANGE ELEVATION - 726.55 CENTER OF LARGE COUPLING - 728.55 I.E. 4" 718.49	FDC 2.0 FLANGE ELEVATION - 725.20 CENTER OF LARGE COUPLING - 727.20 I.E. 4" 716.59
TEE 2.0 (6" X 6") I.E. 6" 716.51	WATER STUB 3.0 I.E. 6" 716.75		
VALVE 1.0 I.E. 6" 718.47	WATER STUB 4.0 I.E. 6" 716.75		

SANITARY LATERAL DATA	
S-1: 47' - 8" PVC @ 2.08%	
S-2: 34' - 8" PVC @ 2.08%	
S-3: 20' - 8" PVC @ 2.08%	
S-4: 49' - 8" PVC @ 2.08%	
JUNCTION 3.0 I.E. 8" 716.9±	SAMPLING MANHOLE 2.0 RIM 724.90 I.E. 8" (SE) 714.62 I.E. 8" (NW) 714.62
JUNCTION 4.0 I.E. 8" 714.2±	
SAMPLING MANHOLE 1.0 RIM 726.80 I.E. 8" (W) 717.88 I.E. 8" (E) 717.88	CLEANOUT 1.0 I.E. 8" 718.59 CLEANOUT 2.0 I.E. 8" 715.64



### REFERENCES

- ANY OR ALL OF THE FOLLOWING REFERENCE DOCUMENTS THAT ARE APPLICABLE TO THE PROPOSED ITEMS OF WORK ARE INCLUDED IN THIS CONTRACT:
- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, SIXTH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS "STANDARD SPECIFICATIONS."
  - STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2015 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdspec/index.htm>
  - LAND DIVISION ORDINANCE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, CHAPTER 18, VILLAGE CODE OF ORDINANCES, JUNE 1998, REVISED EDITION MAY 21, 2001.
  - ALL EROSION CONTROL, EARTHWORK, SITE GRADING, BASES, PAVEMENTS AND INCIDENTAL CONSTRUCTION ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STATE SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".
  - WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.
  - WHENEVER THE "STATE SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.
  - ALL SANITARY SEWER AND WATERMAIN IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE "STANDARD SPECIFICATIONS" AND "VILLAGE SPECIFICATIONS".
  - WHENEVER THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.
  - WHENEVER THE "STANDARD SPECIFICATIONS", "VILLAGE SPECIFICATIONS" OR CONSTRUCTION PLANS DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

### PRIVATE SANITARY LATERAL

LOCATE AND EXPOSE EXISTING 8" SANITARY SEWER LATERAL STUBS.  
INSTALL 8" SANITARY LATERALS AT 2.08% SLOPE TO SAMPLING MANHOLES.  
SET SAMPLING MANHOLES AND INSTALL 8" SANITARY LATERAL AT 2.08% TO A POINT FIVE FEET (5') OUTSIDE OF THE BUILDING.

### PRIVATE WATER LATERAL

LOCATE AND EXPOSE THE EXISTING WATER SERVICES.  
INSTALL 6" WATER LATERAL AT 0.50% SLOPE TO TEE.  
FROM TEE, INSTALL 6" WATER LATERAL AT 0.50% TO A POINT FIVE FEET (5') OUTSIDE OF THE BUILDING.  
FROM TEE, INSTALL 6" WATER LATERAL AT 0.50% TO VALVE AND HYDRANT, INSTALL HYDRANT.  
FROM A POINT FIVE FEET (5') OUTSIDE OF THE BUILDING INSTALL 4" WATER LATERAL TO FIRE DEPARTMENT CONNECTION (FDC).

### PUBLIC UTILITY NOTES

TELEPHONE SERVICE INSTALLATION TO BE COORDINATED WITH THE ELECTRICAL SERVICE.  
ELECTRICAL SERVICE TO BE COORDINATED WITH WE ENERGIES. EXACT LOCATION OF THE SERVICE ENTRANCE / METER TO BE COORDINATED WITH WE ENERGIES, THE MECHANICAL DESIGNER AND THE ARCHITECT.  
SIX (6) INCH CONCRETE FILLED STEEL PIPE BOLLARDS SHALL BE INSTALLED TWO (2) FEET OUTWARD OF THE ELECTRICAL TRANSFORMER PAD AT FOUR (4) FOOT MAXIMUM SPACING MAKING SURE THAT THE BOLLARDS DO NOT INTERFERE WITH THE TRANSFORMER DOOR.

### UTILITY COORDINATION

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

### FIRE PROTECTION NOTES

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

### GENERAL NOTES

ALL APPLICATIONS AND CONNECTION FEES FOR SANITARY SEWER AND WATER SERVICES MUST BE SUBMITTED AND PAID PRIOR TO CONNECTION TO THE EXISTING SYSTEMS.  
CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF EXISTING SANITARY AND STORM SEWERS, WATER MAINS, GAS & ELECTRIC LINES OR OTHER UTILITIES PRIOR TO STARTING CONSTRUCTION. AS-BUILT (FIELD) DATA SHALL BE USED TO CHECK ALL PROPOSED UTILITY CROSSINGS FOR CONFLICTS.  
CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE A MINIMUM OF 72 HOURS BEFORE THE START OF CONSTRUCTION TO IDENTIFY ANY UNDERGROUND UTILITIES PRESENT AT THE SITE. THE LOCATION OF EXISTING PRIVATE UTILITIES MAY NOT BE SHOWN ON THE PLANS AND SHOULD BE LOCATED BY THE OWNER PRIOR TO CONSTRUCTION.

ANY AND ALL EXISTING SIDEWALKS, CURBS OR PAVEMENTS DISTURBED DURING CONSTRUCTION SHALL BE SAWCUT AT THE NEAREST JOINT AND REPLACED IN KIND PER THE "VILLAGE SPECIFICATIONS".  
AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

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

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

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

### SANITARY SEWER AND WATER MAIN SPECIFICATIONS

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

THE CONTRACTOR SHALL CONTACT THE OWNER 24 HOURS PRIOR TO PROPOSED WATER MAIN SHUTDOWNS OR ANY WORK THAT MAY INTERFERE WITH EXISTING WATER SERVICE. ALL EXISTING VALVES, HYDRANTS, AND OTHER WATER INFRASTRUCTURE SHALL BE OPERATED ONLY BY THE VILLAGE OF PLEASANT PRAIRIE PUBLIC WORKS DEPARTMENT.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE SANITARY SEWERS AND LATERALS PER SPS 382.30(1)(h). THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE WITHIN THE PROPOSED STRUCTURES. FOR THE SANITARY SEWER LATERALS, THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS (FOR EACH SYSTEM INSTALLED) AND ENCLOSED IN A RISER BOX WITH "SEWER" ON THE COVER.

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

SANITARY SEWER LATERAL PIPE MATERIAL SHALL BE EIGHT-INCH (8") PVC CLASS SDR-35 WITH INTEGRAL BELL TYPE ELASTOMERIC JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM D3034, ASTM D3212 AND F-789/PP546 WITH RUBBER GASKETS. SANITARY LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. LATERAL CLEAN-OUT RISERS SHALL BE FOUR-INCH (4") DIAMETER WITH SIX-INCH (6") DIAMETER FROST SLEEVE CONSTRUCTED OF THE SAME MATERIAL. THE CLEANOUT RISERS SHALL TERMINATE FOUR INCHES (4") BELOW FINISHED (SOD) GRADE WITH A SCREW ON CAP. THE FROST SLEEVE SHALL BE BROUGHT UP TO FINISHED (SOD) GRADE AND COVERED WITH A SCREW ON CAP IF WITHIN A LANDSCAPED AREA OR A NEENAH R-3487 FRAME WITH A SOLID LID IF WITHIN A PAVED AREA.

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

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

VALVE BOXES SHALL BE THREE-PIECE CAST-IRON SHAFT SCREW TYPE WITH A CAST IRON VALVE BOX COVER CLEARLY MARKED "WATER" AND SHALL BE NORTH AMERICAN, SIGMA OR STAR MADE ONLY PER THE "VILLAGE SPECIFICATIONS". VALVE BOX ADAPTERS SHALL BE MANUFACTURED BY ADAPTOR, INC., OR APPROVED EQUAL.  
HYDRANTS SHALL CONFORM TO AWWA C-502 FOR DRY BARREL FIRE HYDRANTS AND SHALL BE RED IN COLOR WITH SILVER NOZZLE CAPS AND OPERATING NUT. HYDRANTS SHALL BE MUELLER CENTURION A-423 WITH KENOSHA THREADS.

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



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**OUTLOT 21 MULTI-TENANT RETAIL SITE UTILITY PLAN FOR OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

NO.	REVISION	DATE

PROJ. MGR: MDE  
DRAFTED: JUC  
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**OUTLOT 21 MULTI-TENANT BUILDING  
STORM SEWER  
PLAN FOR**  
**OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

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**GENERAL NOTES**

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

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

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

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

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

**STORM SEWER SPECIFICATIONS**

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

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

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

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

STORM SEWER CATCH BASINS (CB) SHALL BE 42" DIAMETER REINFORCED CONCRETE STRUCTURES IN ACCORDANCE WITH VILLAGE OF PLEASANT PRAIRIE SPECIFICATIONS. CATCH BASINS INSTALLED IN LAWN AREAS SHALL BE FURNISHED WITH A NEENAH R-2560, TYPE "D3" FRAME & GRATE.

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

ALL STORM BUILDING LATERALS SHALL BE PROVIDED WITH A CLEANOUT AT THE BUILDING PER SPS 382.35. ALL ROOF DRAIN RISERS AND CLEANOUT STRUCTURES SHALL BE 4" DIAMETER AND INSTALLED WITH A 6" FROST SLEEVE. THE UTILITY CONTRACTOR SHALL EXTEND ALL ROOF DRAIN RISERS SUFFICIENTLY ABOVE GRADE WITH THE FINAL ELEVATION BEING SET BY THE BUILDING CONTRACTOR. ALL CLEANOUT STRUCTURES AND ROOF DRAIN FROST SLEEVES SHALL BE SET TO FINISHED YARD GRADE BY THE SITE UTILITY CONTRACTOR.

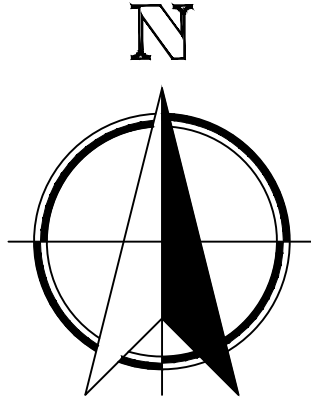
**STORM WATER MAINTENANCE PLAN**

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

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

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

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



60' 30' 0' 30' 60'  
SCALE 1"=30'

**REFERENCES**

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

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

STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, 2015 EDITION, HEREIN REFERRED TO AS "STATE SPECIFICATIONS." THE CURRENT VERSION OF THE "STATE SPECIFICATIONS" IS AVAILABLE ON THE WISDOT WEBSITE AT <http://roadwaystandards.dot.wi.gov/standards/stdspec/index.htm>

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

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

\* WHENEVER THE "STATE SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

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

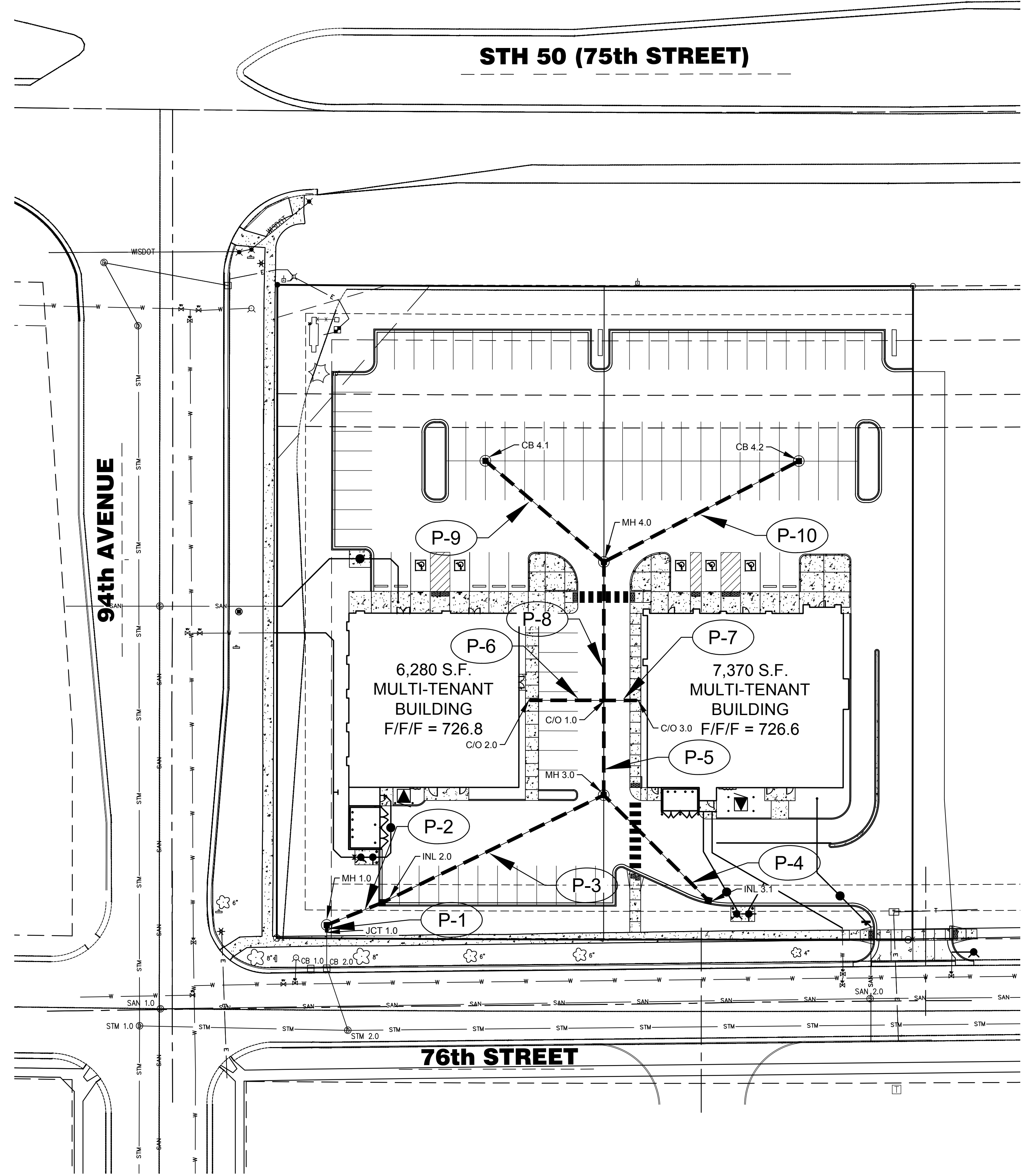
\* WHENEVER THE "STANDARD SPECIFICATIONS" AND THE "VILLAGE SPECIFICATIONS" DIFFER, THE "VILLAGE SPECIFICATIONS" SHALL GOVERN.

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

**STORM SEWER DESIGN**

P-1:	3' - 15" STM @ 1.04%
P-2:	27' - 15" STM @ 1.04%
P-3:	113' - 15" STM @ 0.52%
P-4:	68' - 10" STM @ 0.52%
P-5:	44' - 15" STM @ 0.52%
P-6:	34' - 6" STM @ 1.04%
P-7:	15' - 6" STM @ 1.04%
P-8:	63' - 15" STM @ 0.52%
P-9:	72' - 12" STM @ 0.26%
P-10:	101' - 12" STM @ 0.26%

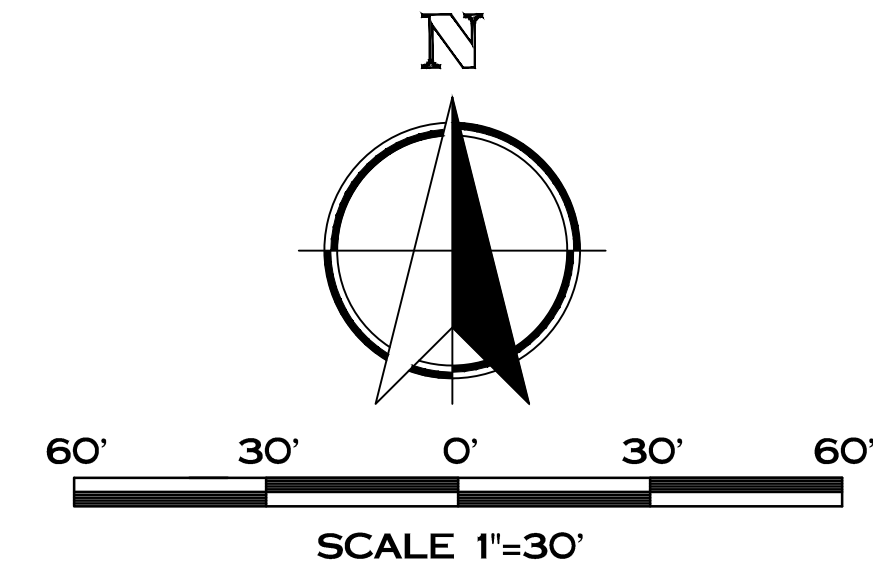
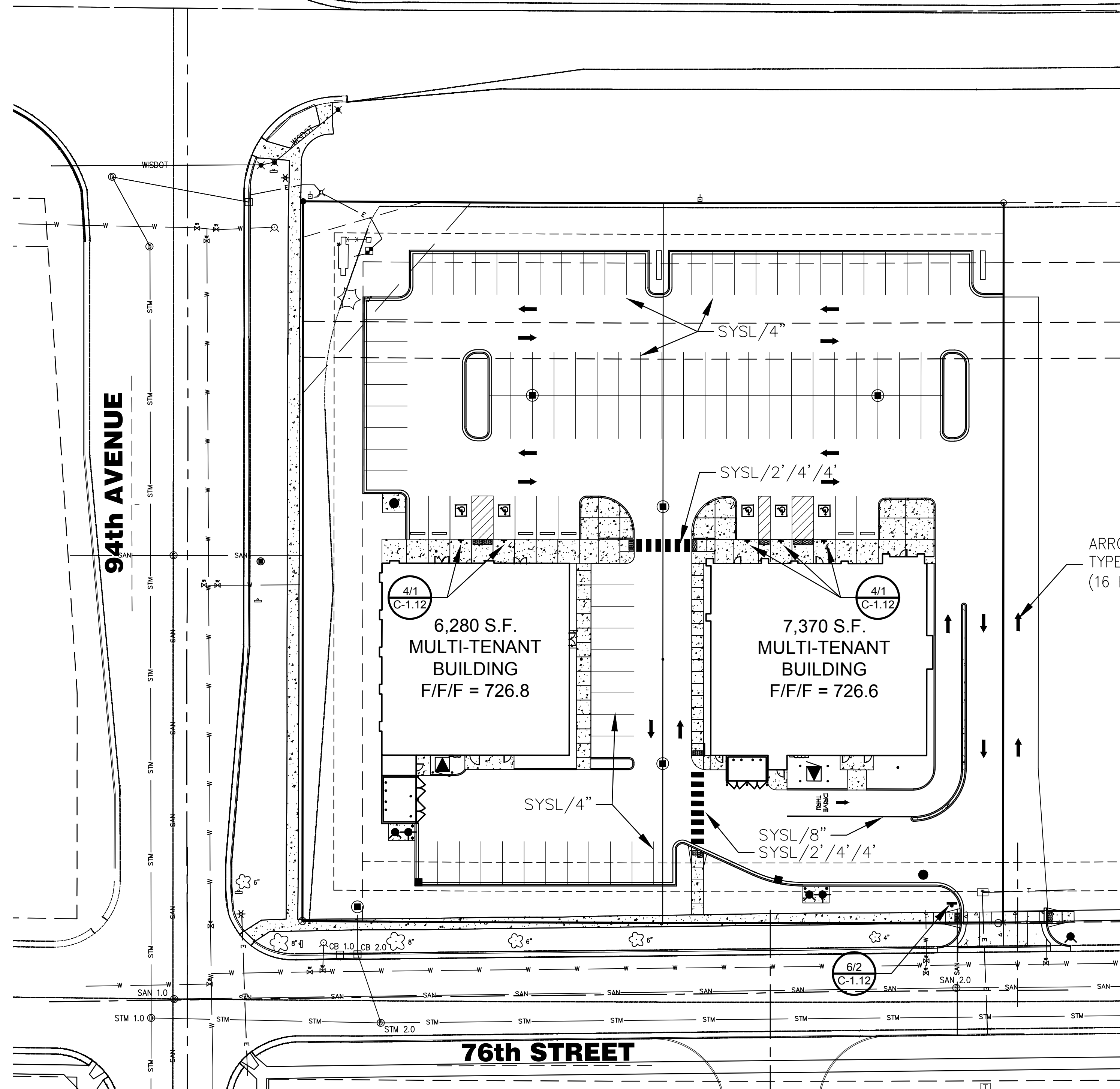
JUNCTION 1.0 IE. 15" (S) 719.0± (EX.) IE. 15" (N) 719.00 (PROP.)	CLEANOUT 1.0 RIM 725.84 IE. 12" 720.43 IE. 6" 720.68
MH 1.0 RIM 724.00 IE. 15" (S) 719.03 IE. 15" (NE) 719.13	CLEANOUT 2.0 RIM 726.68 IE. 6" 721.03
INLET 2.0 FLANGE 725.1 IE. 15" (SW) 719.41 IE. 15" (NE) 719.51	CLEANOUT 3.0 RIM 726.56 IE. 6" 720.84
MH 3.0 RIM 725.44 IE. 15" (SW) 720.10 IE. 15" (N) 720.20 IE. 10" (SE) 720.30	MH 4.0 RIM 725.50 IE. 15" (S) 720.76 IE. 12" (NW) 720.86 IE. 12" (NE) 720.86
INLET 3.1 FLANGE 724.52 IE. 12" (NW) 720.65	CB 4.1 RIM 725.45 IE. 12" (SE) 721.05
	CB 4.2 RIM 725.35 IE. 12" (SW) 721.12



**STH 50 (75th STREET)**

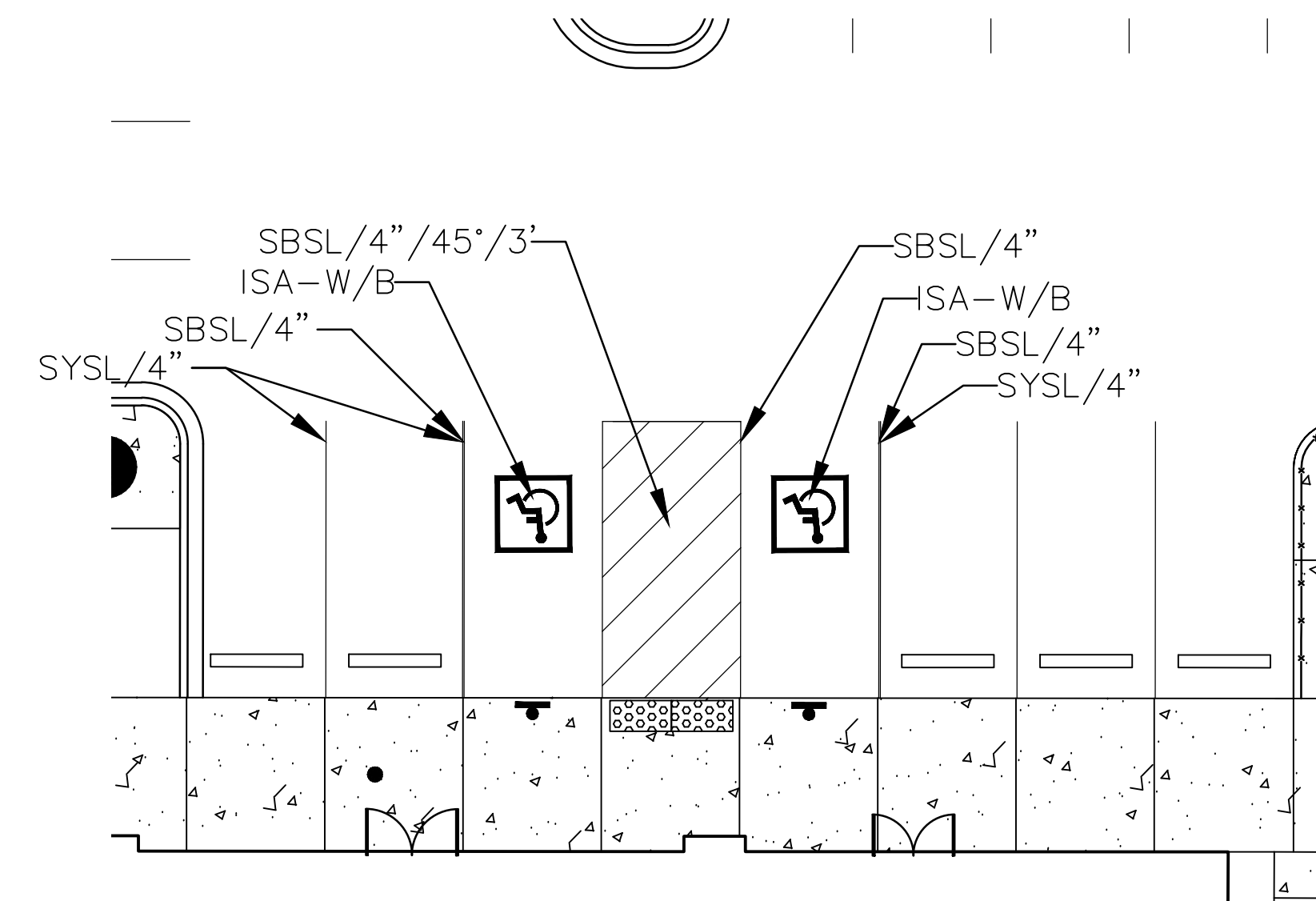
**94th AVENUE**

**76th STREET**

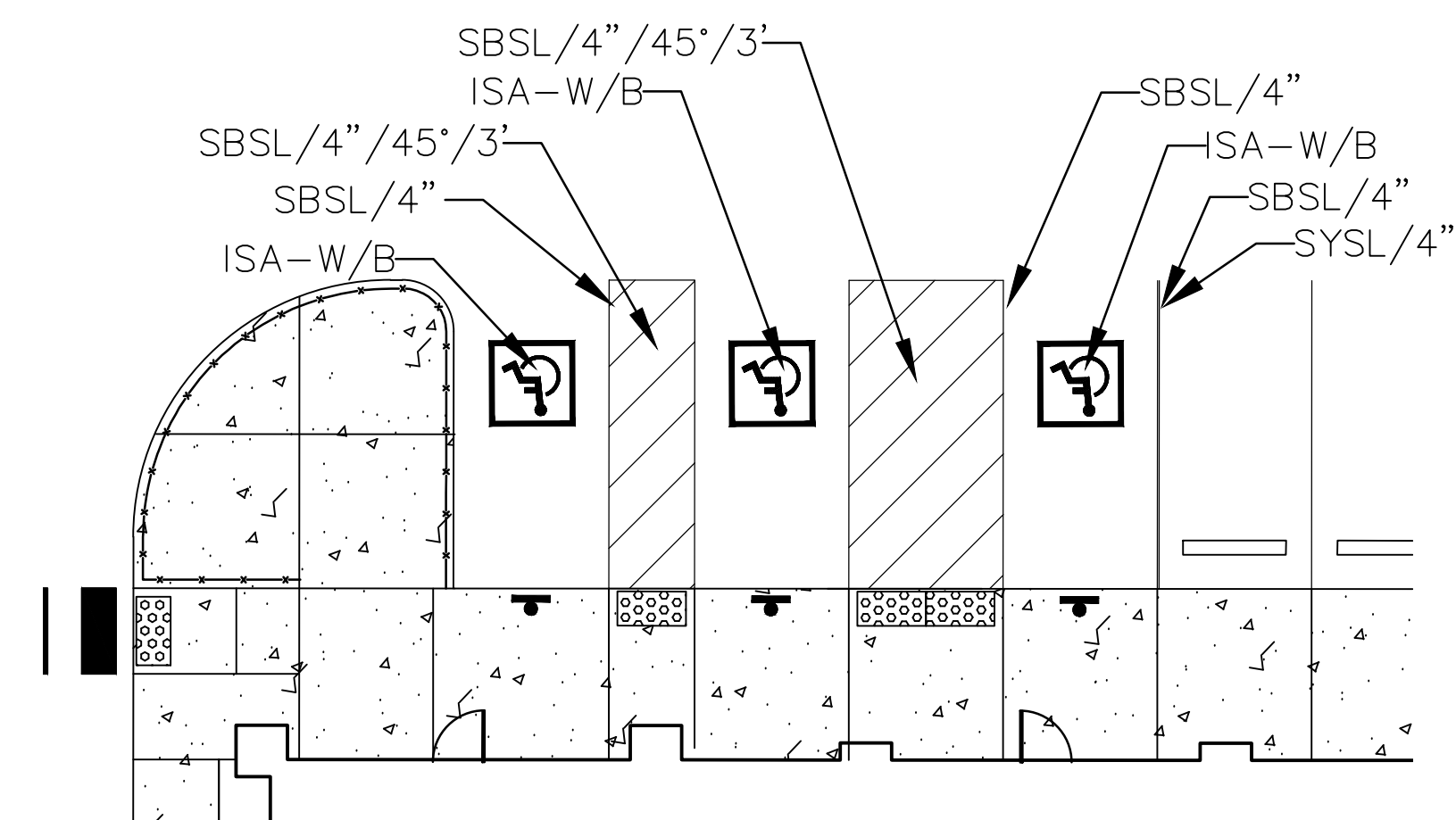


**PAVEMENT STRIPING LEGEND**

- ISA-W/B - INTERNATIONAL SYMBOL FOR ACCESSIBILITY - WHITE ON BLUE BACKGROUND
- SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
- SBSL/4" - SINGLE BLUE SOLID LINE / 4" WIDE EACH
- SYSL/8" - SINGLE YELLOW SOLID LINE / 8" WIDE EACH
- SBSL/4"/45'/3' - SINGLE BLUE SOLID LINE / 4" WIDE EACH, 45', 3' O.C.
- SYSL/2'/4'/4' - SINGLE YELLOW SOLID LINE / 2' WIDE EACH, 4' LONG, 4' O.C.
- ARROW, TYPE - SOLID YELLOW ARROWS PER WISDOT S.D.D. 15C7-12C



**EAST BUILDING ADA PARKING**  
SCALE 1" = 10'



**WEST BUILDING ADA PARKING**  
SCALE 1" = 10'



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

**OUTLOT 21, PRAIRIE RIDGE  
PAVEMENT MARKING &  
SIGNAGE PLAN  
FOR  
OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

NO.	REVISION	BY	DATE

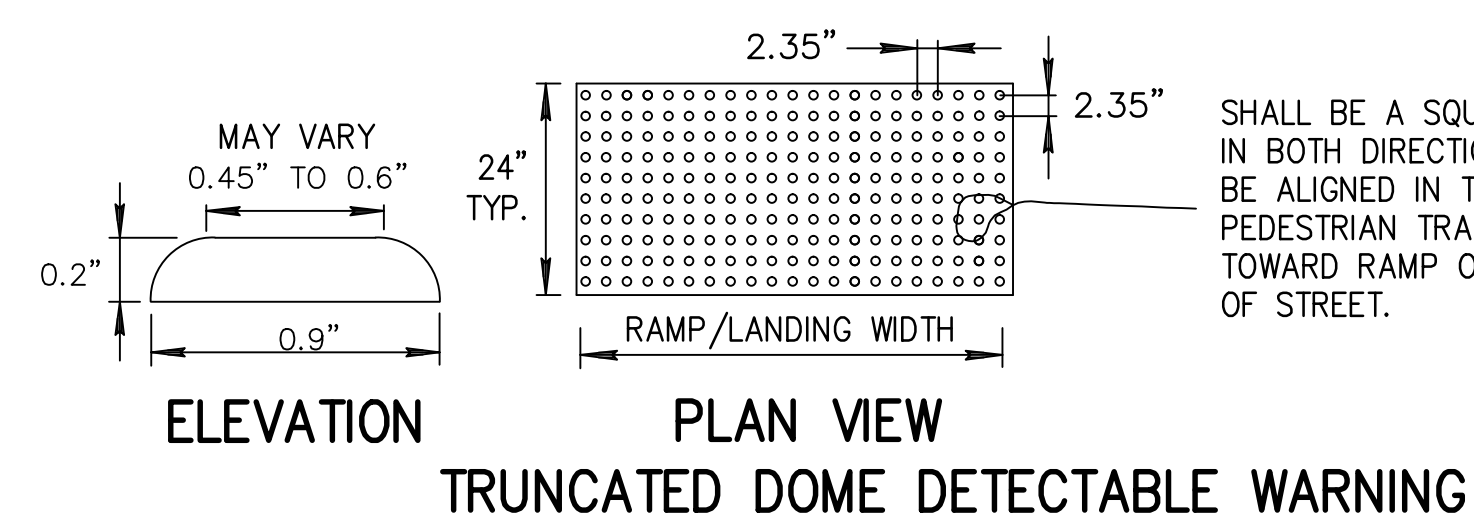
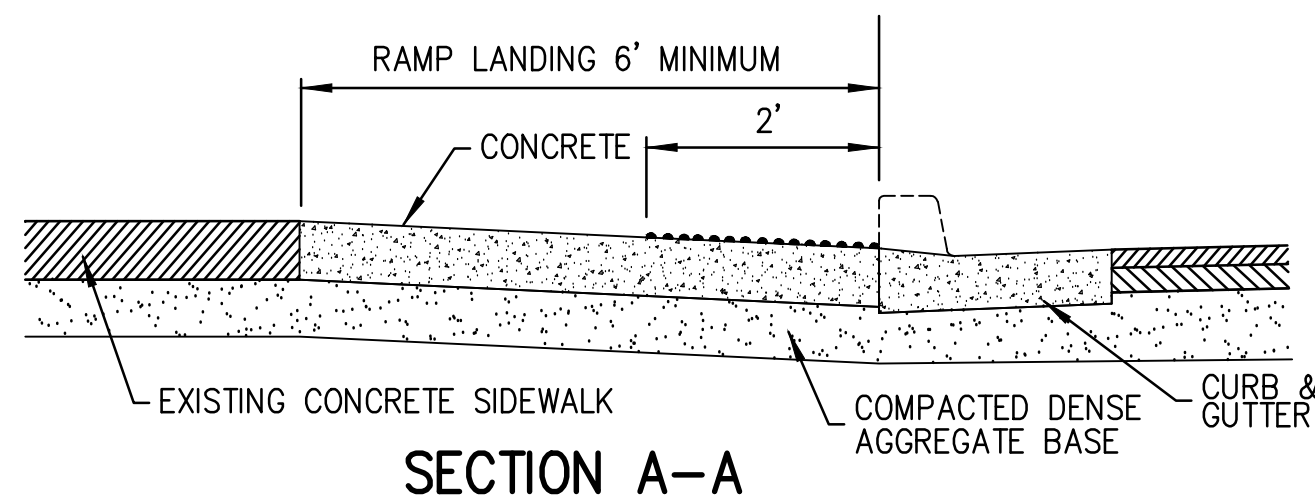
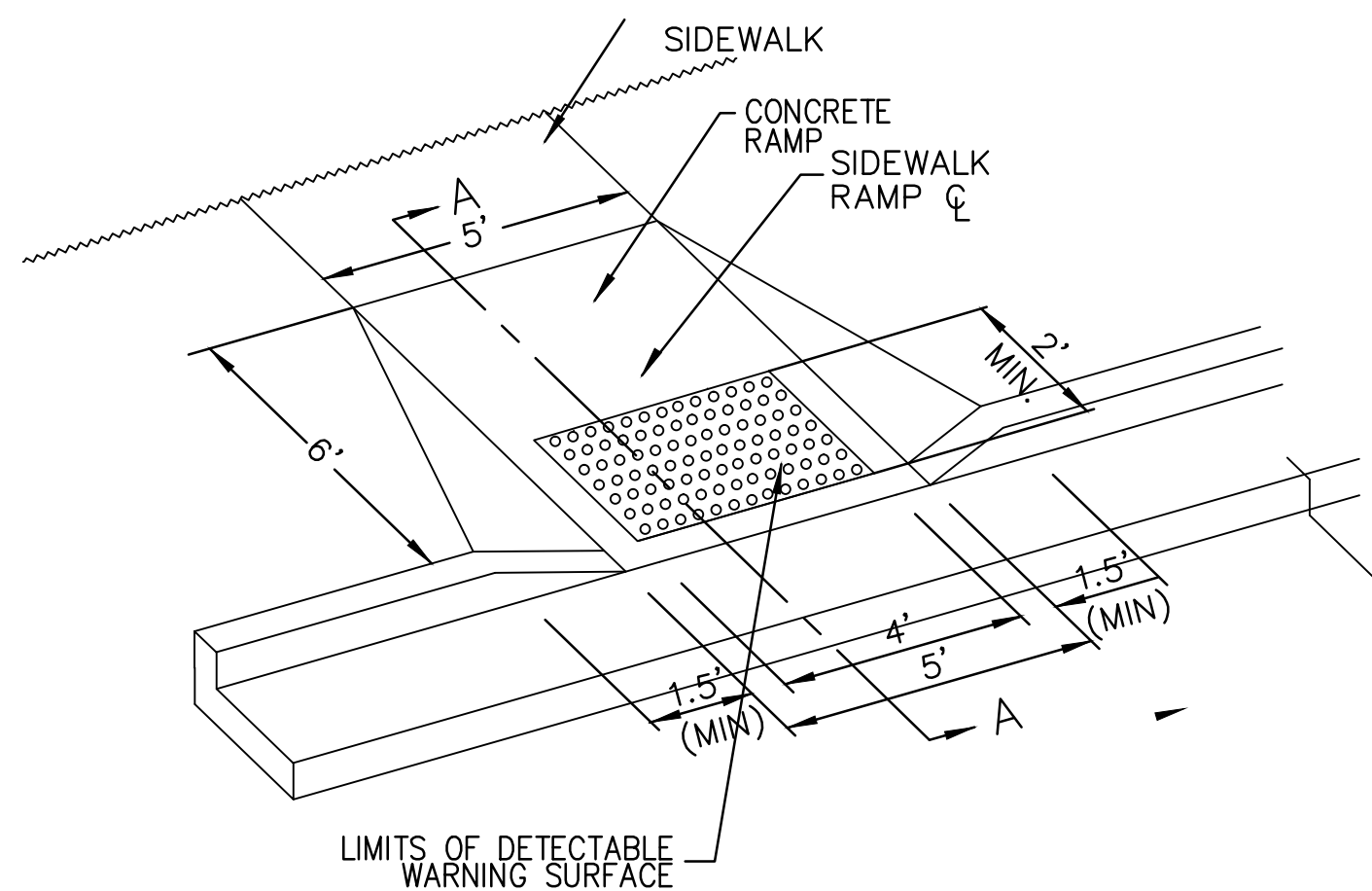
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DRAFTED: JJC  
DATE: 4-6-2015  
CHECKED: MDE  
DATE: 4-6-2015

**2015.0011.01**  
SHEET  
**C-8**

**ISSUE FOR REVIEW - 5-15-2015**

**NOTES**

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

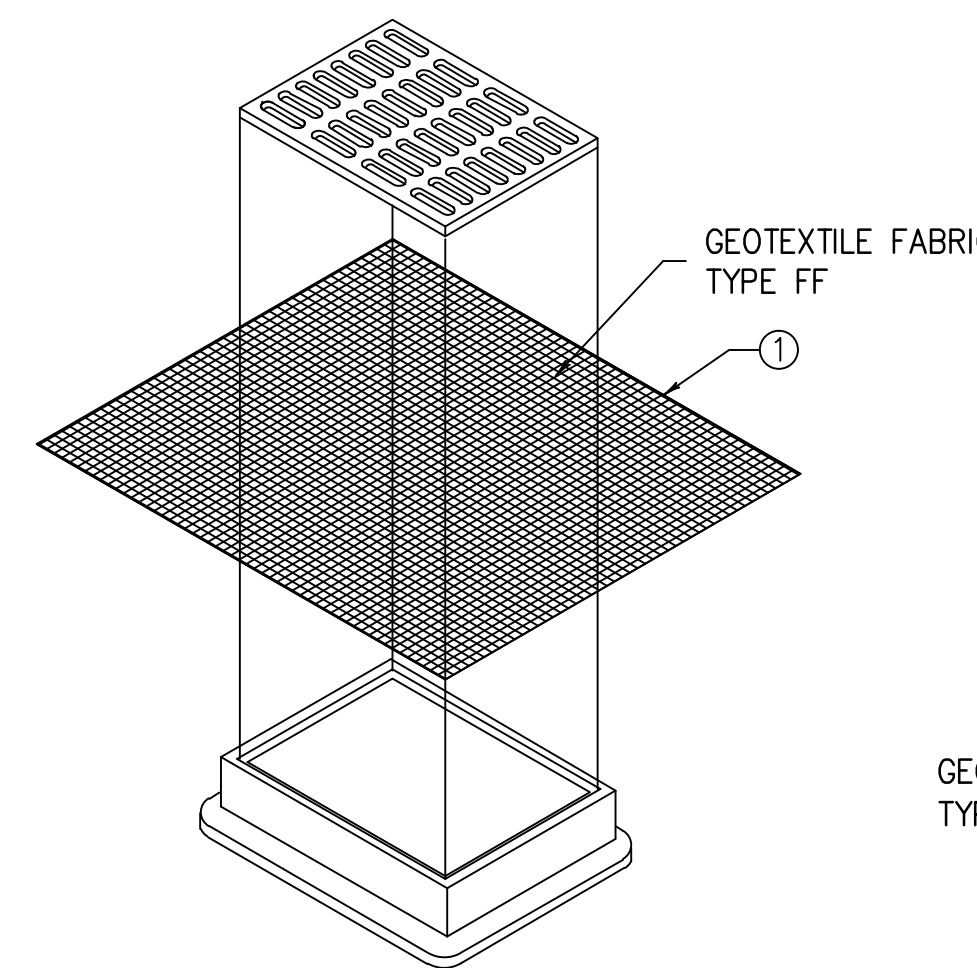


**ACCESSIBLE RAMP  
DETECTABLE WARNING SURFACE**  
(TO BE INSTALLED ON ALL PUBLIC RAMPS)  
NOT TO SCALE

**INSTALLATION NOTES**

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

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

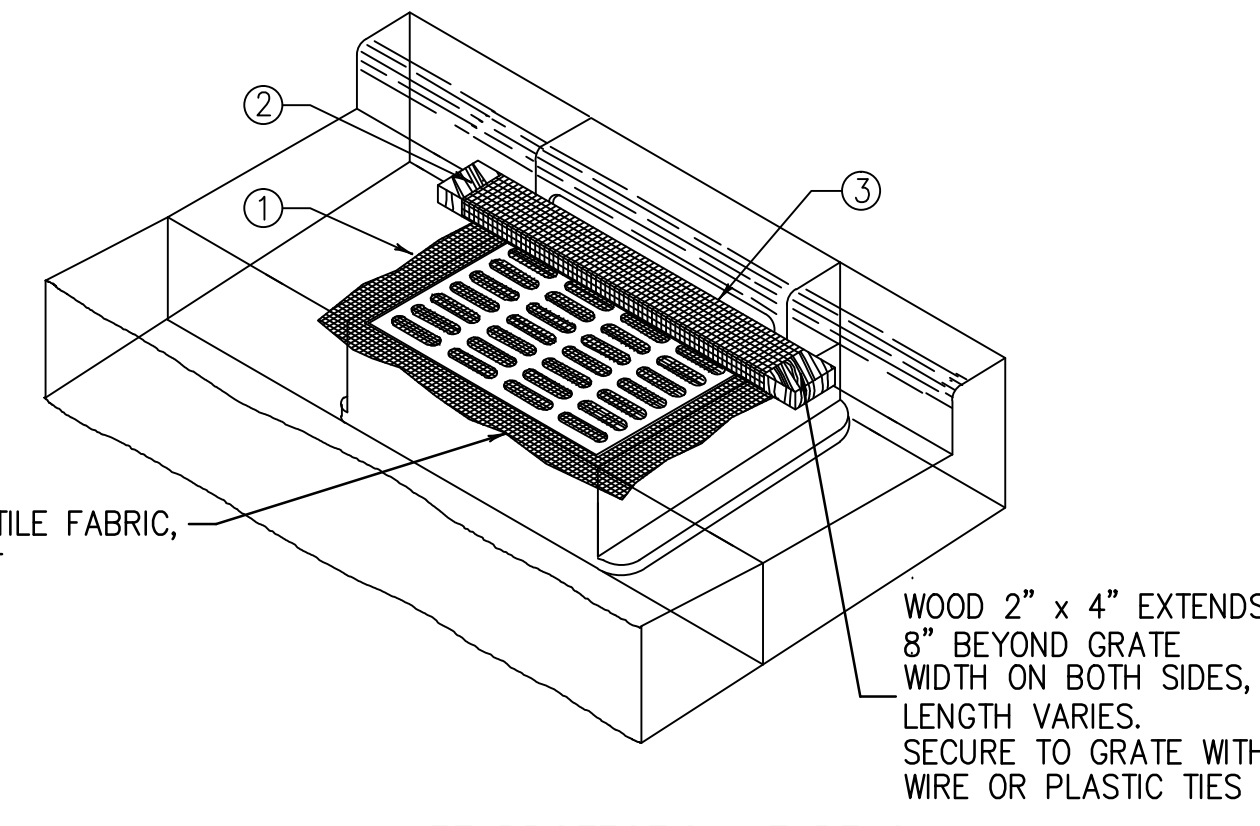


**INLET PROTECTION, TYPE B  
(WITHOUT CURB BOX)**  
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

**GENERAL NOTES**

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

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

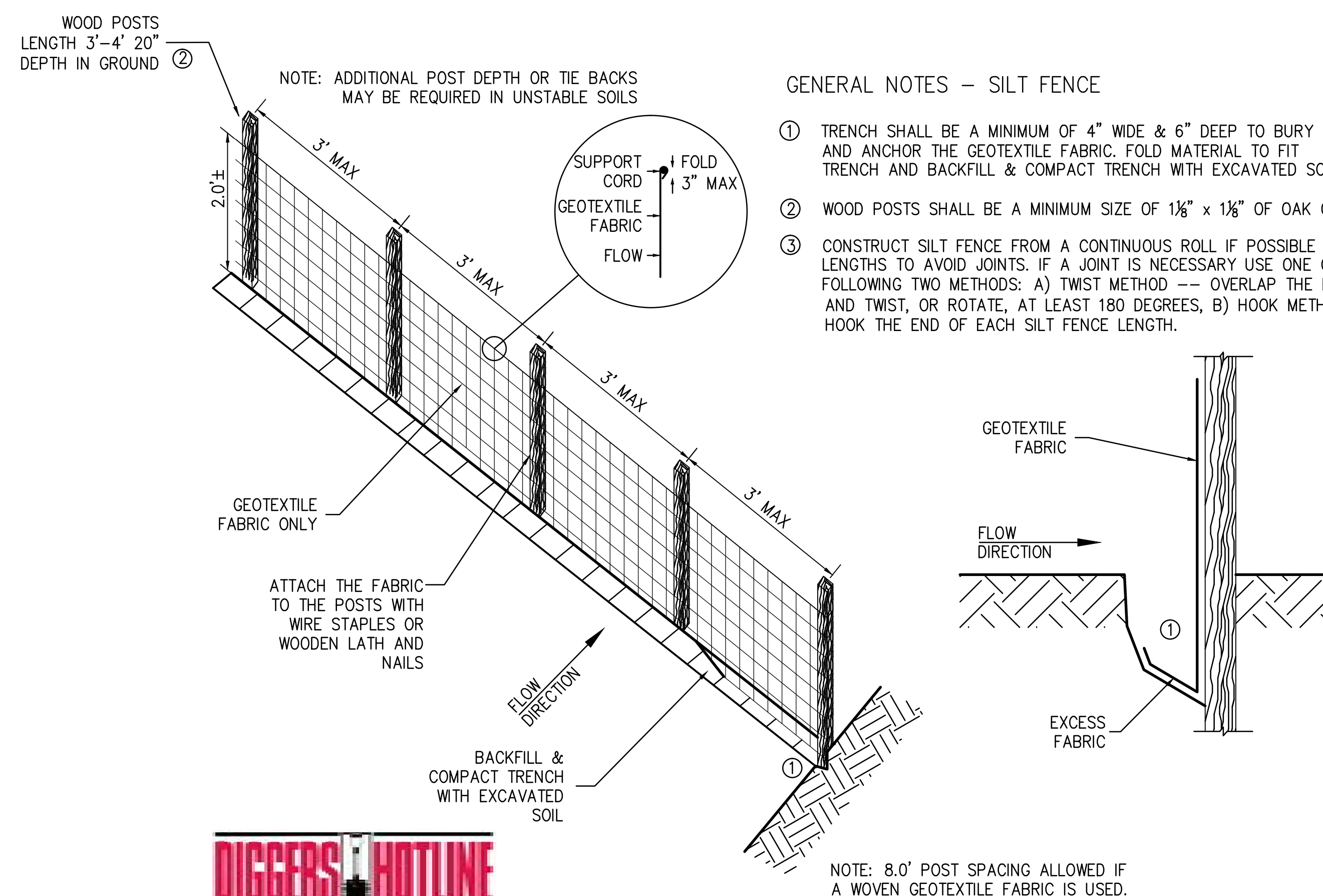


**INLET PROTECTION, TYPE C  
(WITH CURB BOX)**  
(CAN BE INSTALLED IN ANY INLET WITH A CURB BOX)

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

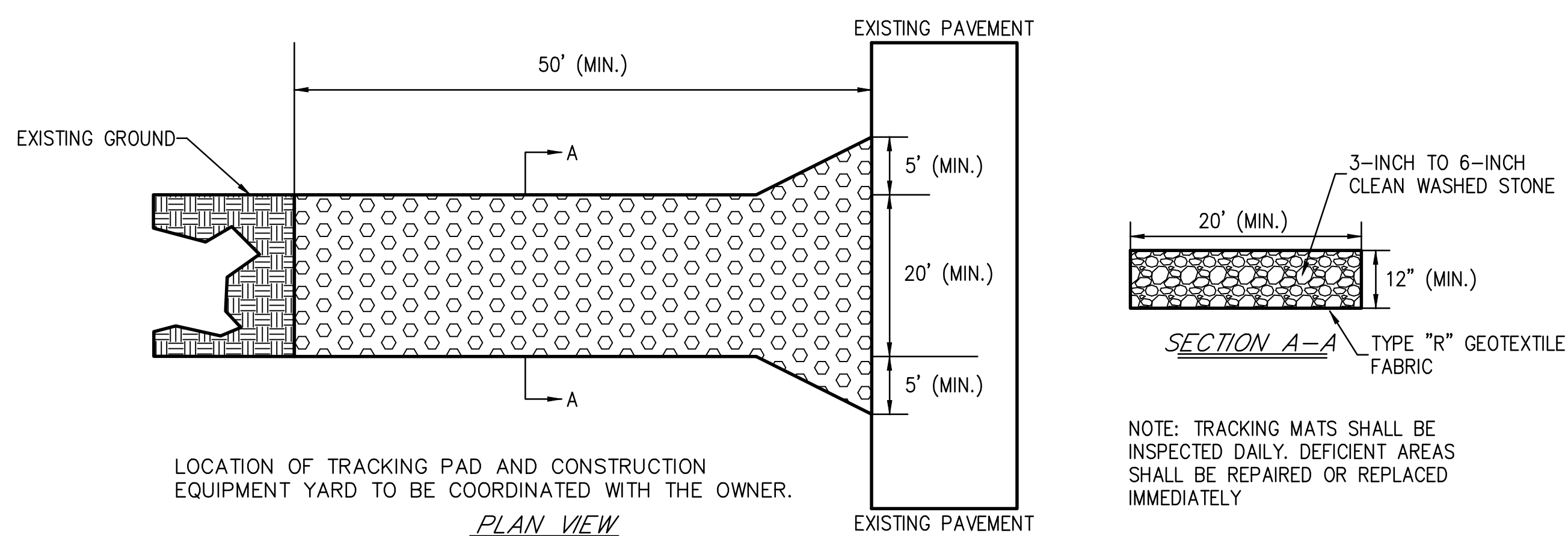
**GENERAL NOTES - SILT FENCE**

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



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

**TYPICAL SILT FENCE DETAIL**  
NOT TO SCALE



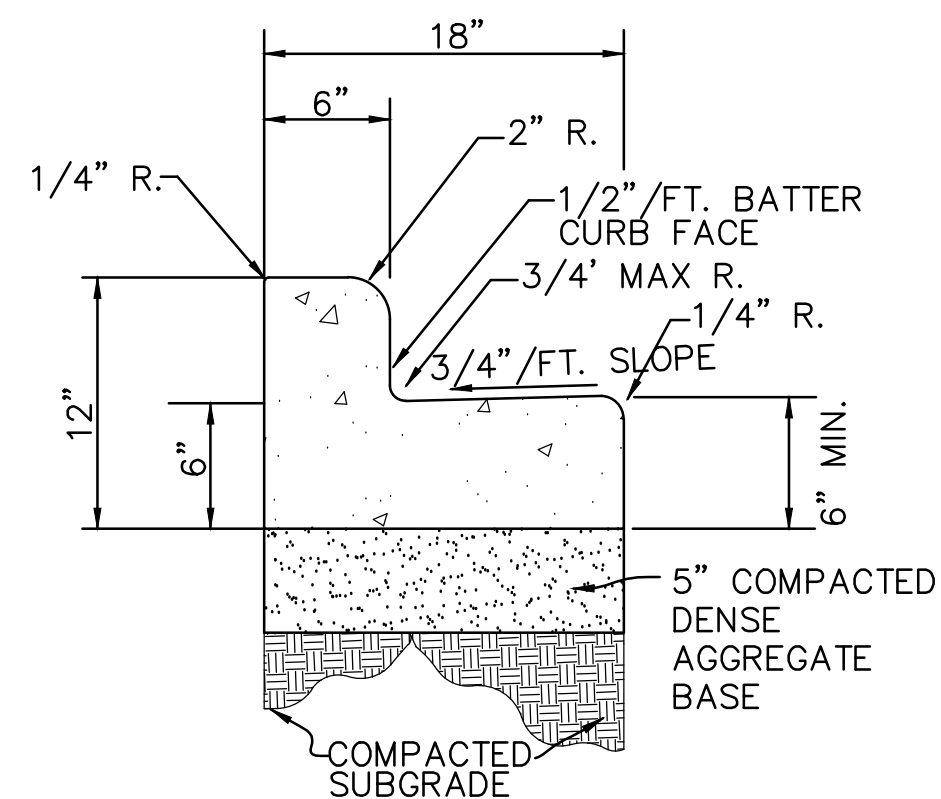
LOCATION OF TRACKING PAD AND CONSTRUCTION EQUIPMENT YARD TO BE COORDINATED WITH THE OWNER.

**TRACKING PAD DETAIL**  
NOT TO SCALE

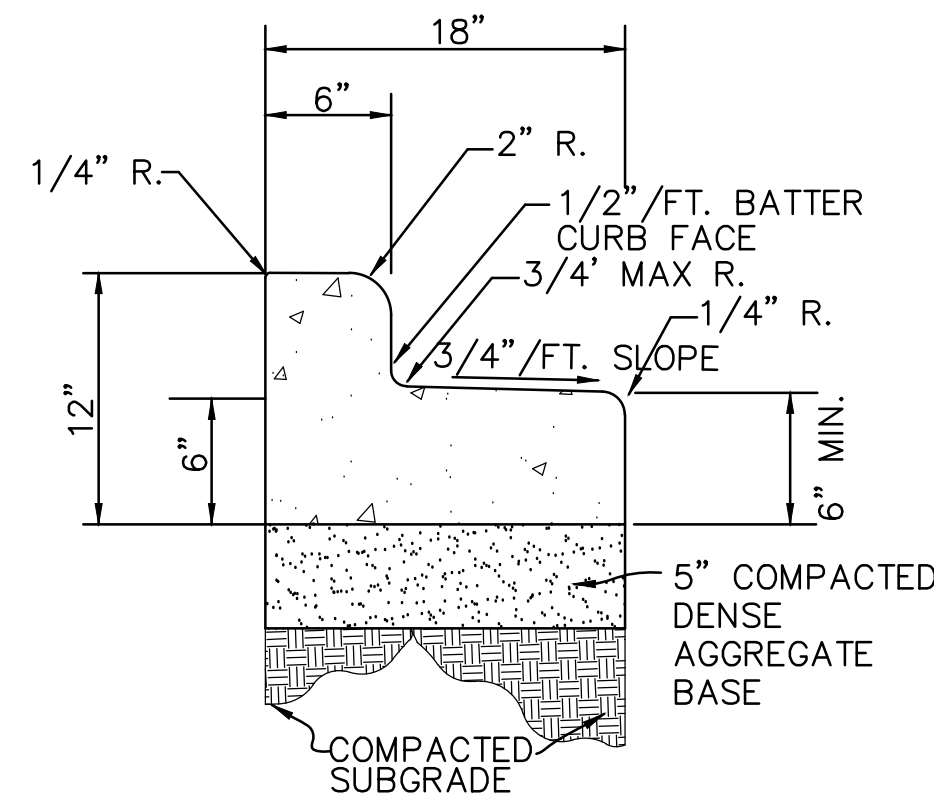
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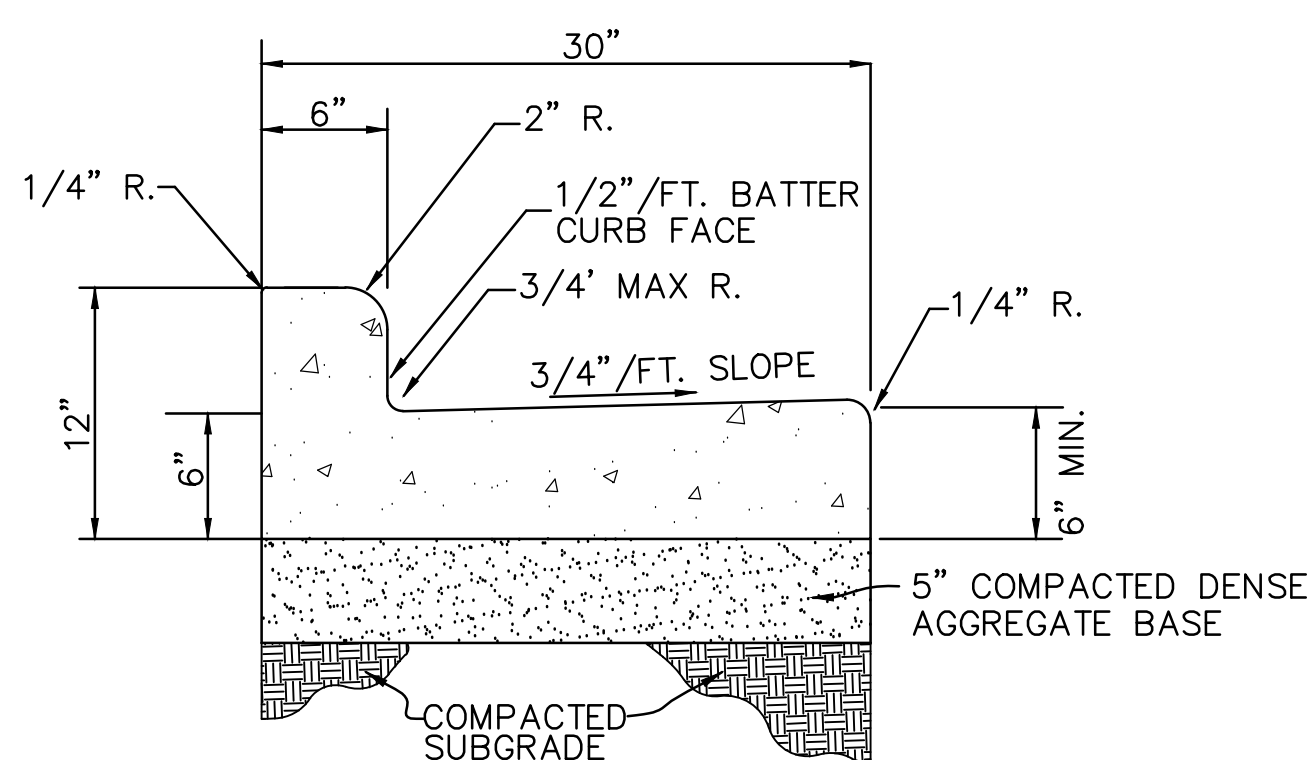
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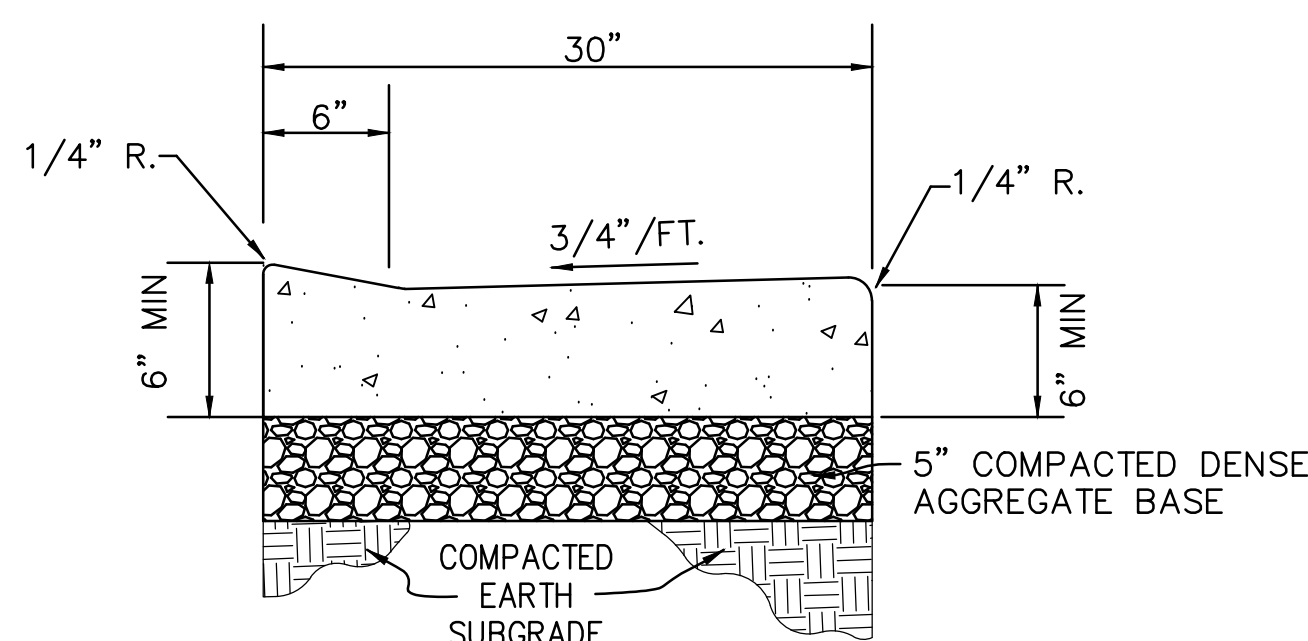
**18" VERTICAL FACE CURB AND GUTTER**  
NOT TO SCALE



**18" REVERSE PAN CURB AND GUTTER**  
NOT TO SCALE



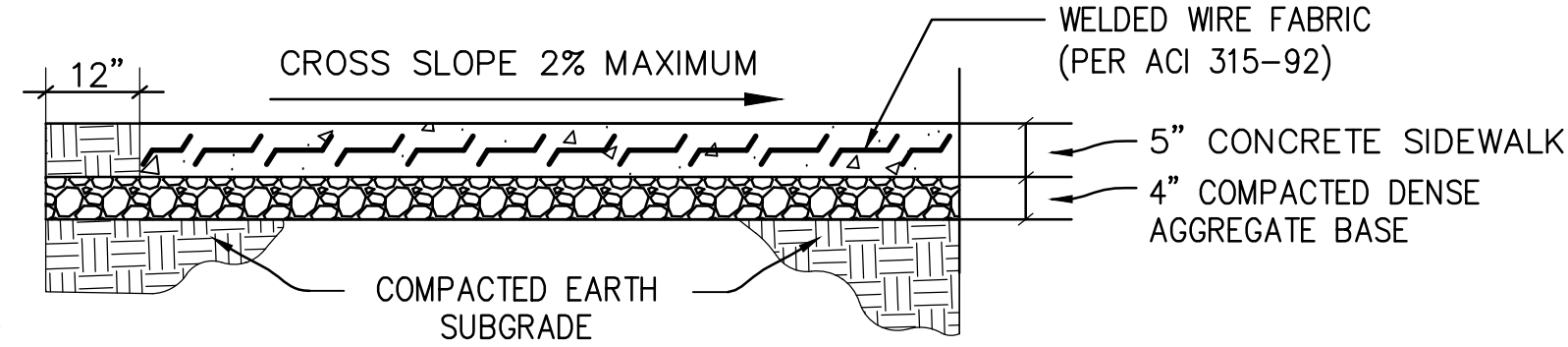
**30" VERTICAL FACE CURB AND GUTTER**  
NOT TO SCALE



- NOTES:
- LATERAL CONTRACTION JOINTS TO BE PLACED AT AN INTERVAL OF 10 FEET. JOINTS SHALL BE A MINIMUM OF 3 INCHES IN DEPTH.
  - EXPANSION JOINTS SHALL BE PLACED TRANSVERSELY AT RADIUS POINTS ON CURVES 200 FEET IN DIAMETER OR LESS, AT ANGLE POINTS OR AS DIRECTED BY THE ENGINEER. EXPANSION JOINT FILLER MATERIAL SHALL BE ONE PIECE FIBERBOARD OR THE APPROVED EQUIVALENT MATERIAL HAVING THE SAME DIMENSIONS AS THE CURB & GUTTER AND SHALL BE 1/2 INCH THICK.
  - AN ALL CASES, CONCRETE CURB & GUTTER SHALL BE PLACES ON THOROUGHLY COMPACTED DENSE AGGREGATE BASE COURSE.

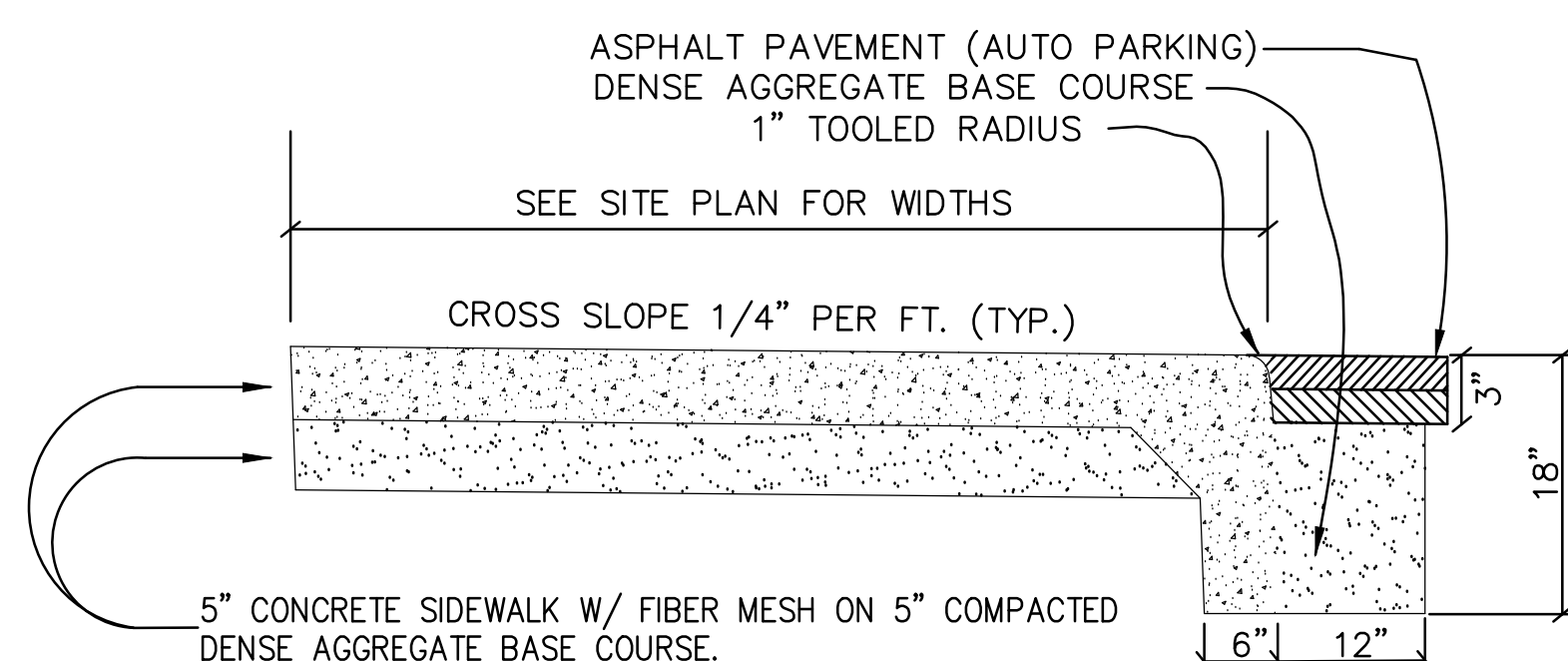
**30" TYPE "D" DEPRESSED HEAD CONCRETE CURB AND GUTTER DETAIL**  
NOT TO SCALE

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



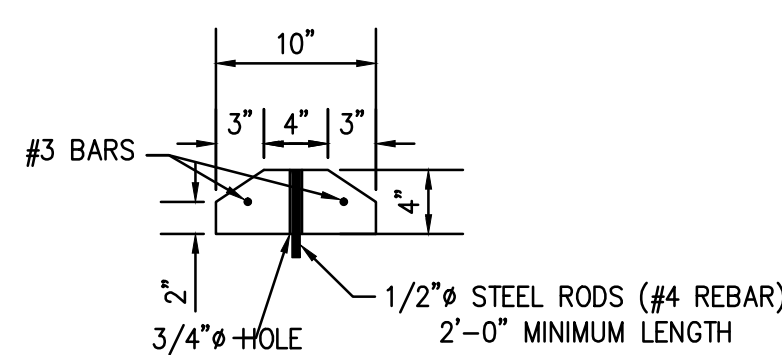
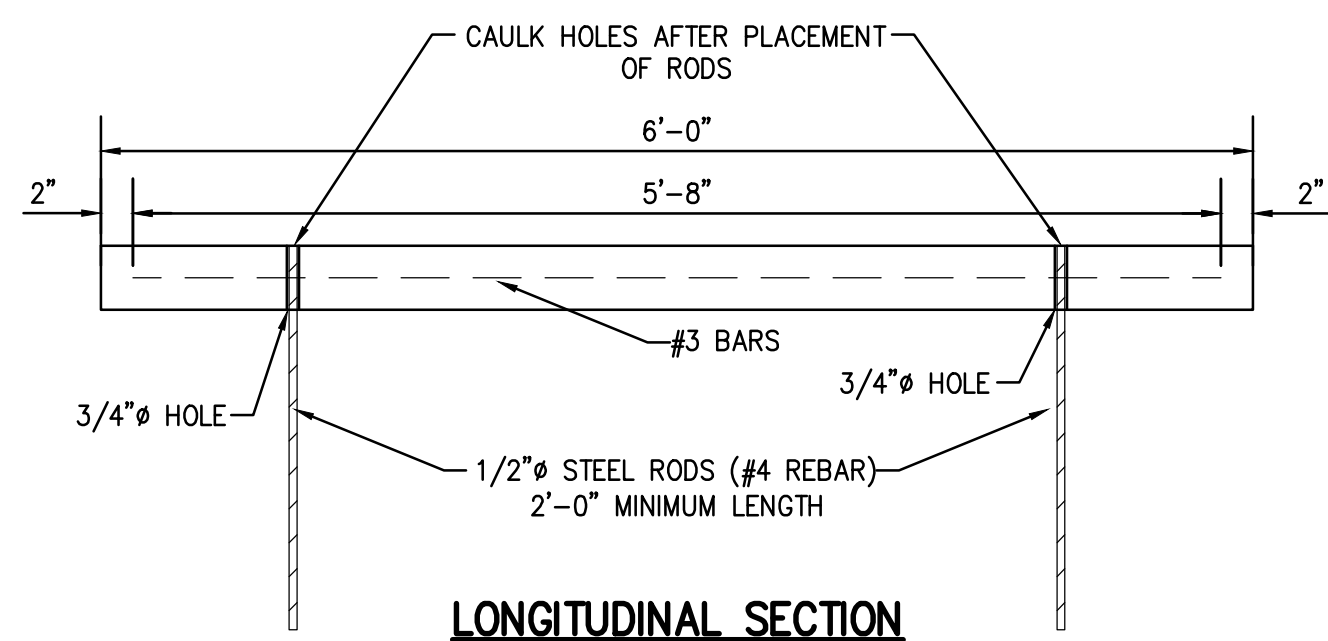
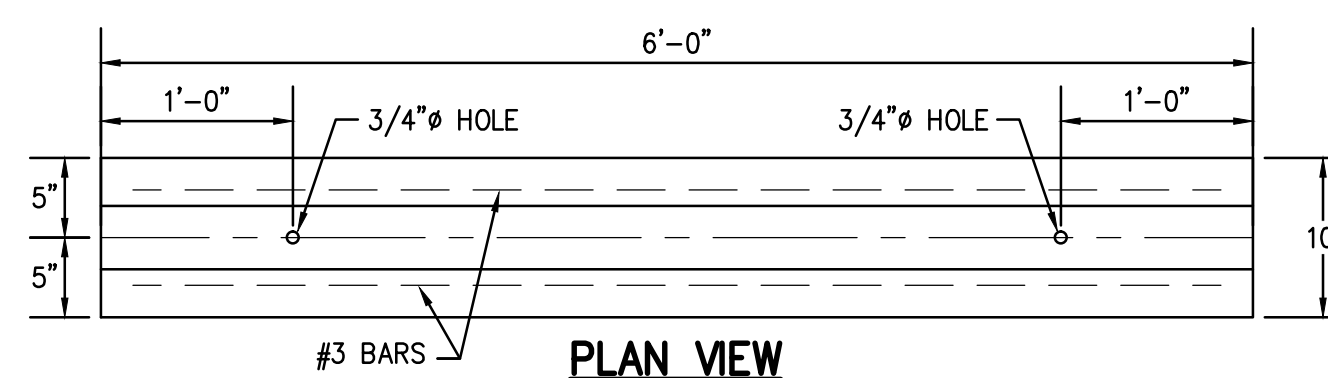
- NOTES:
- PROVIDE TOOLED CONTROL JOINTS AT AN INTERVAL MATCHING THE SIDEWALK WIDTH BUT NO GREATER THAN 10 FEET.
  - PROVIDE EXPANSION JOINTS AT INTERVAL NO GREATER THAN 100 FEET. EXPANSION JOINT FILLER MATERIAL SHALL BE ONE PIECE FIBERBOARD OR THE APPROVED EQUIVALENT MATERIAL AND SHALL BE 1/2 INCH THICK.

**ONSITE "PRIVATE" CONCRETE SIDEWALK (TYPICAL SECTION)**  
NOT TO SCALE

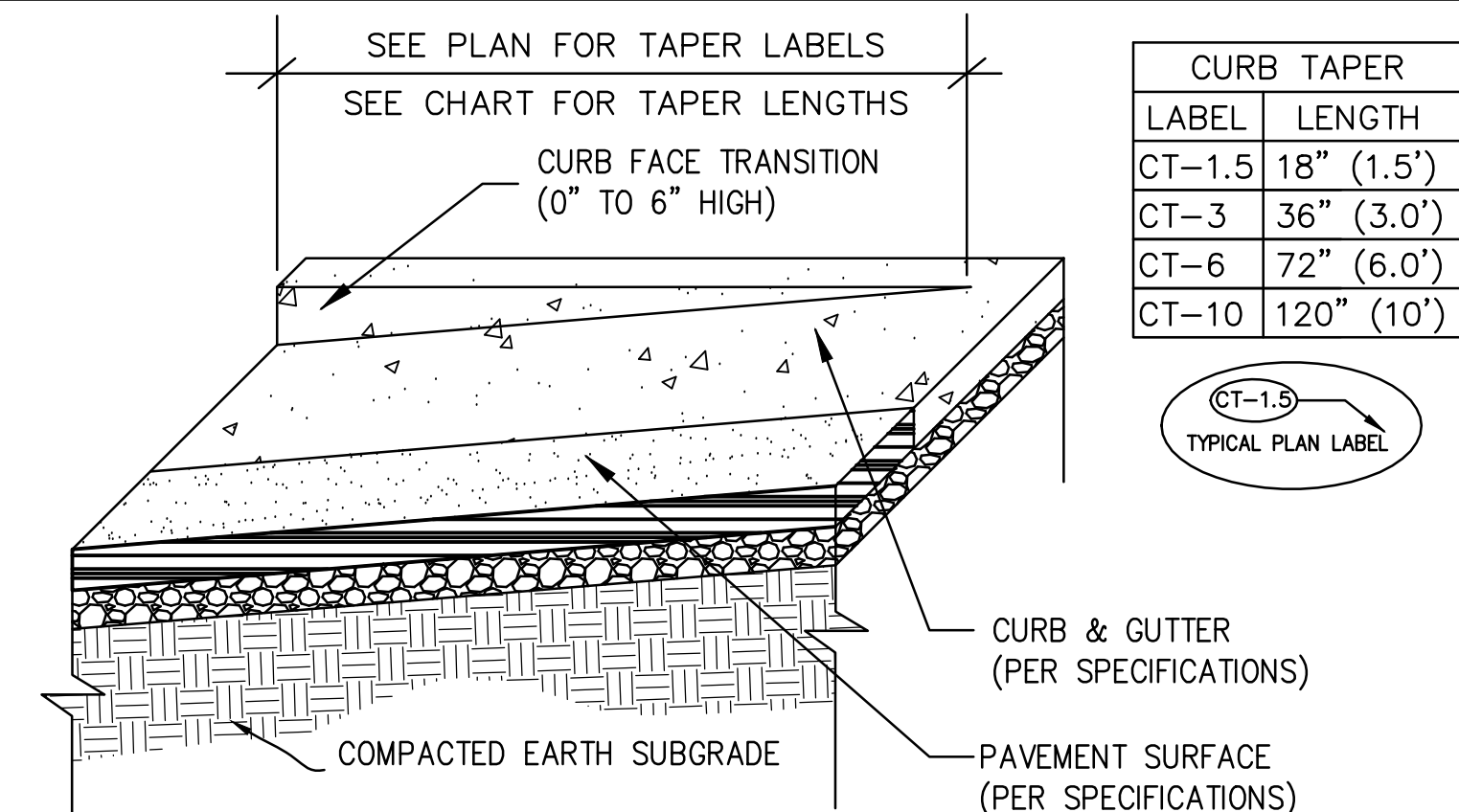


- PROVIDE SWAED CONTROL JOINTS AT AN INTERVAL MATCHING THE SIDEWALK WIDTH TO 1/4 THE DEPTH OF THE SLAB. PROVIDE 1/2" EXPANSION JOINTS AT 40'-0" ON CENTER.  
PROVIDE 12" OF CONCRETE UNDER PAVEMENT AT ALL LOCATIONS WHERE ASPHALT MATCHED CONCRETE

**CONCRETE SIDEWALK & FLUSH PAVEMENT (TYPICAL SECTION)**  
NOT TO SCALE



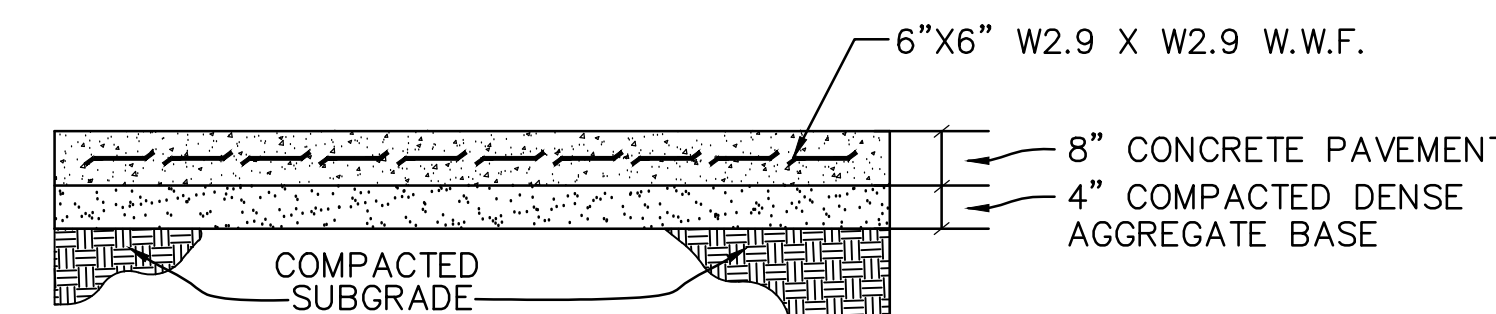
**CONCRETE WHEEL STOP DETAIL**  
NOT TO SCALE



CURB TAPER	
LABEL	LENGTH
CT-1.5	18" (1.5')
CT-3	36" (3.0')
CT-6	72" (6.0')
CT-10	120" (10')

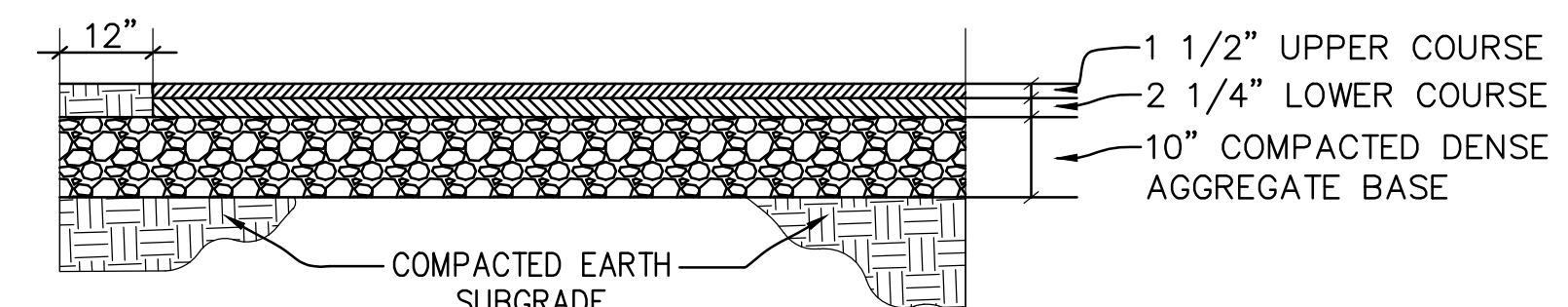
**CURB TAPER DETAIL**  
NOT TO SCALE

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

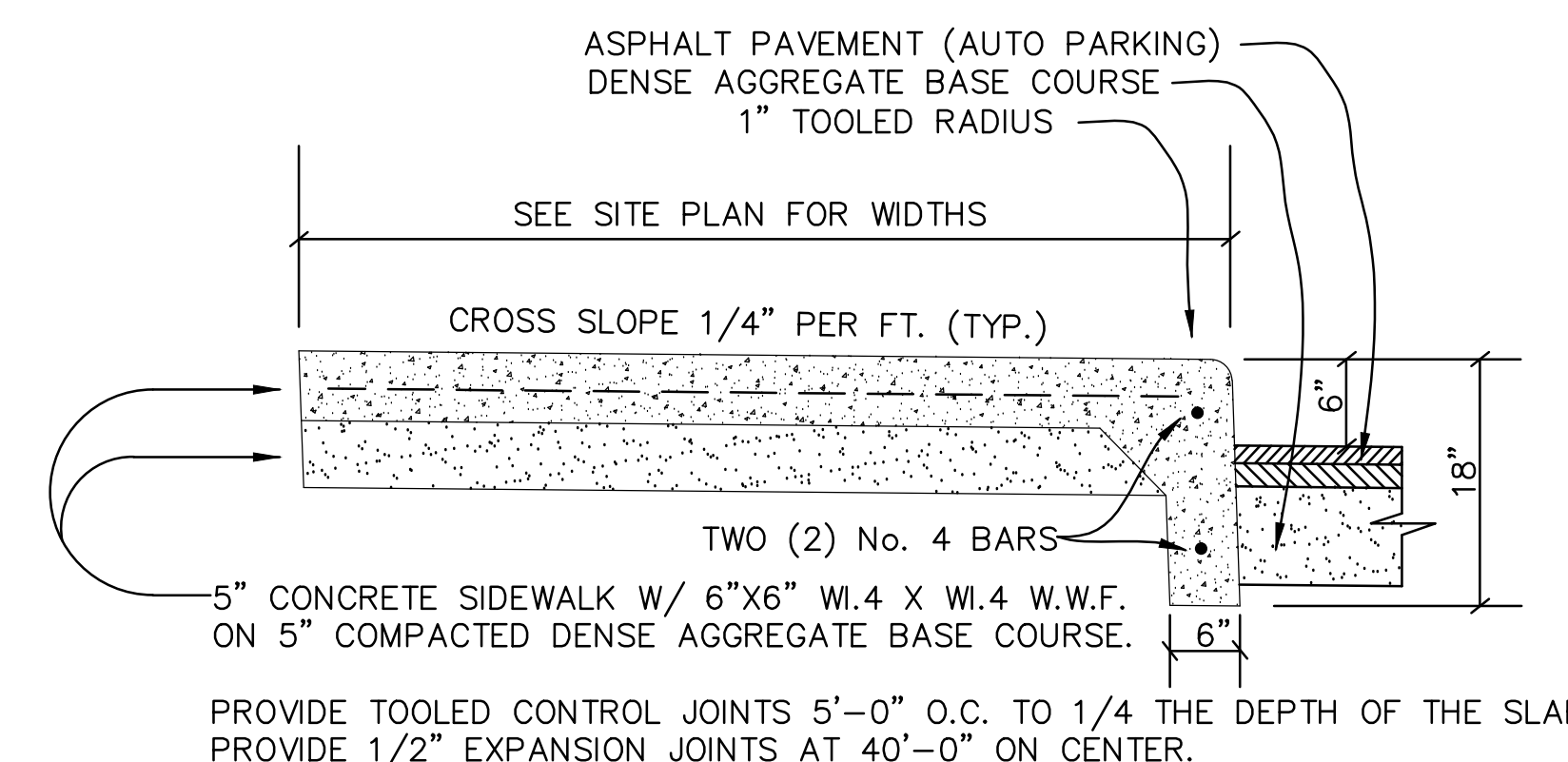


8" CONCRETE PAVEMENT SHALL INCLUDE 6"X6" W2.9 X W2.9 W.W.F.  
**TRASH ENCLOSURE / APRON CONCRETE PAVEMENT SECTION**  
NOT TO SCALE

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



**ASPHALT PAVEMENT - MEDIUM DUTY (TYPICAL SECTION)**  
NOT TO SCALE



- PROVIDE TOOLED CONTROL JOINTS 5'-0" O.C. TO 1/4 THE DEPTH OF THE SLAB. PROVIDE 1/2" EXPANSION JOINTS AT 40'-0" ON CENTER.

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



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

**OUTLOT 21, PRAIRIE RIDGE TYPICAL SECTIONS & CONSTRUCTION DETAILS FOR**

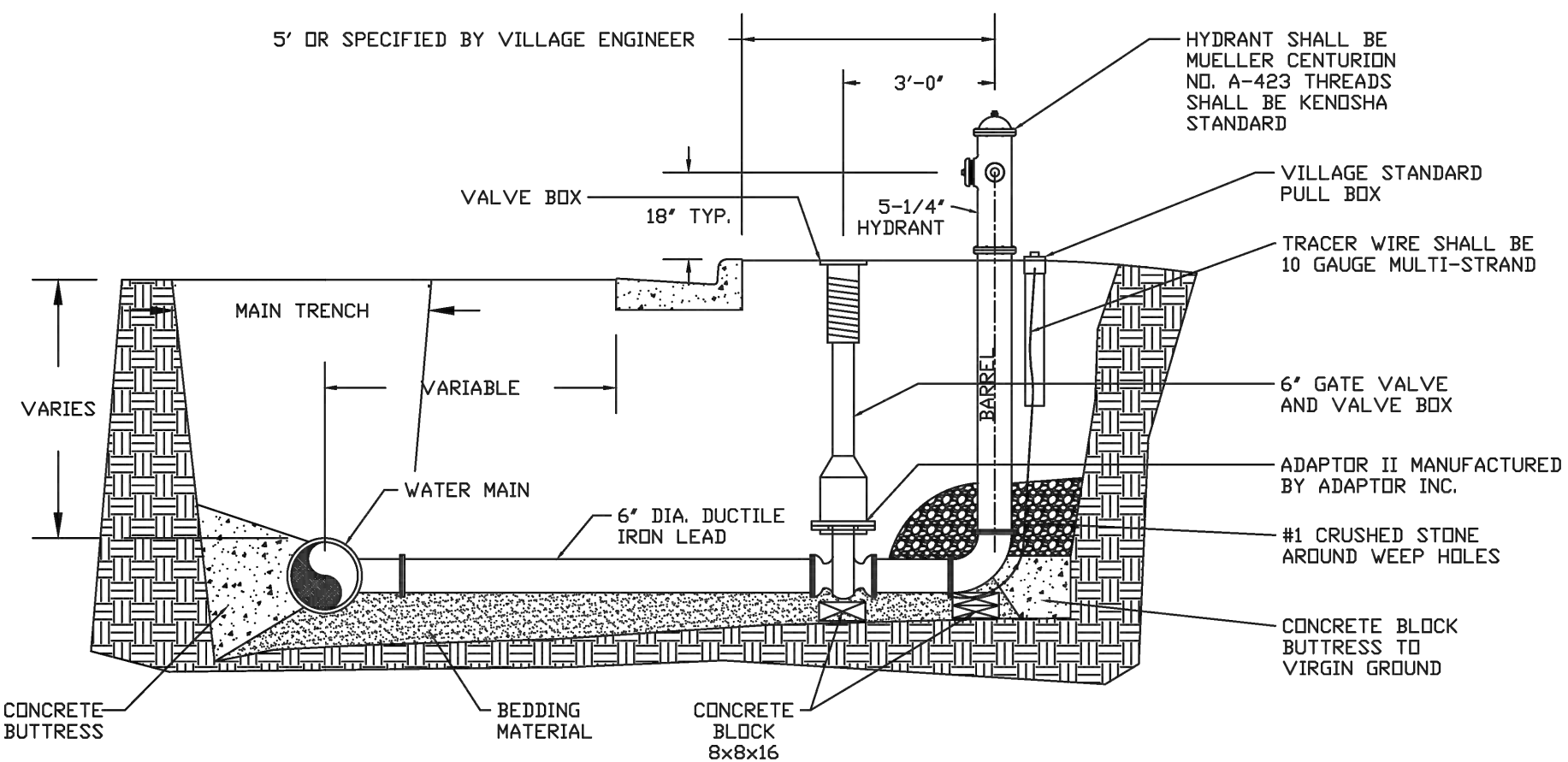
**OLDACRE McDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 4-6-2015  
CHECKED: MDE  
DATE: 4-6-2015

2015.0011.01  
SHEET  
**C-10**

ISSUE FOR REVIEW - 5-15-2015

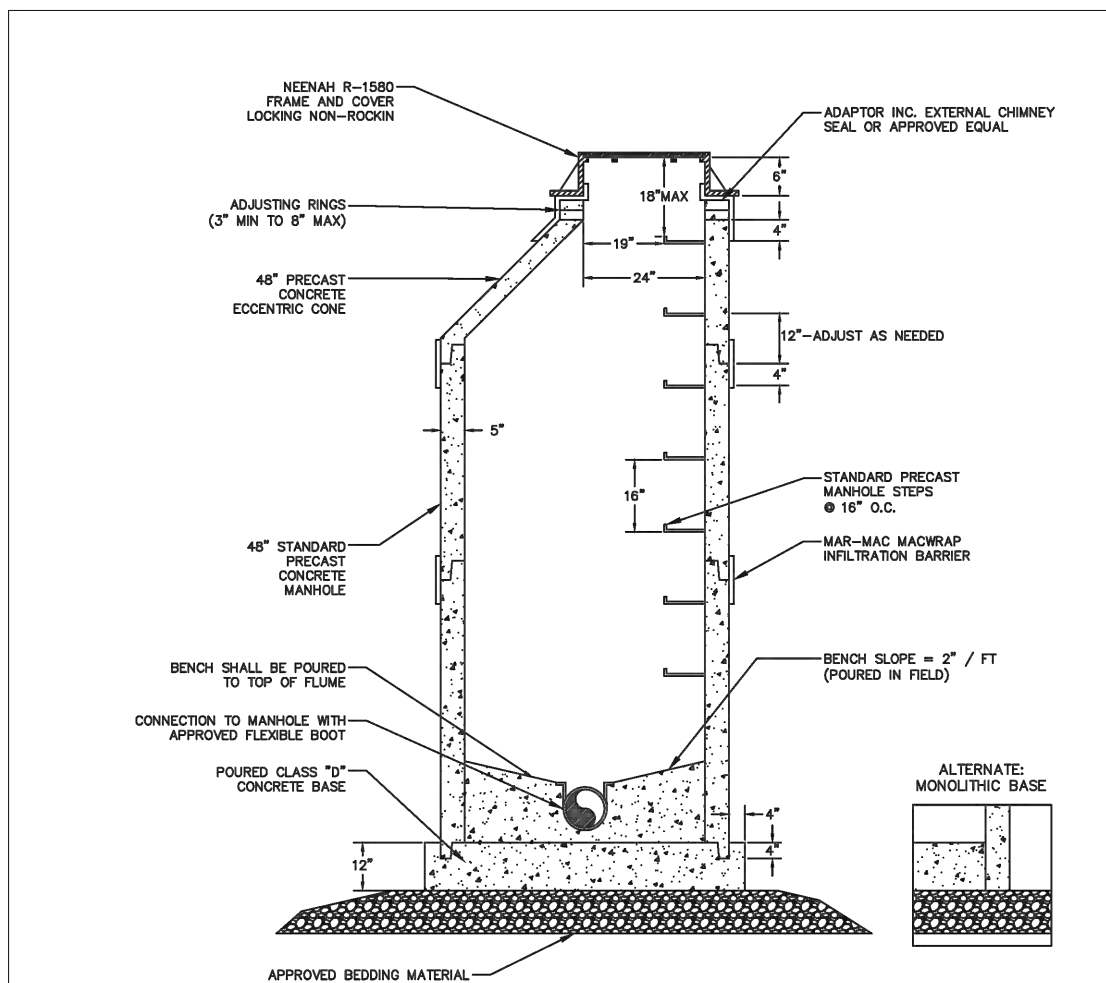


NOTES:

1. MECHANICAL JOINTS FROM TEE TO VALVE AND FROM VALVE TO HYDRANT SHALL BE RESTRAINED WITH MEGALUGS AND STAINLESS STEEL BOLTS.
2. ALL BOLTS SHALL BE STAINLESS STEEL BOLTS.
3. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION

SCALE: NTS

<b>Standard Hydrant Assembly</b>		DETAIL: W - 1
CREATED: 11-26-12	APPROVED BY: MIKE SPENCE	
REVISED: 2-20-14		

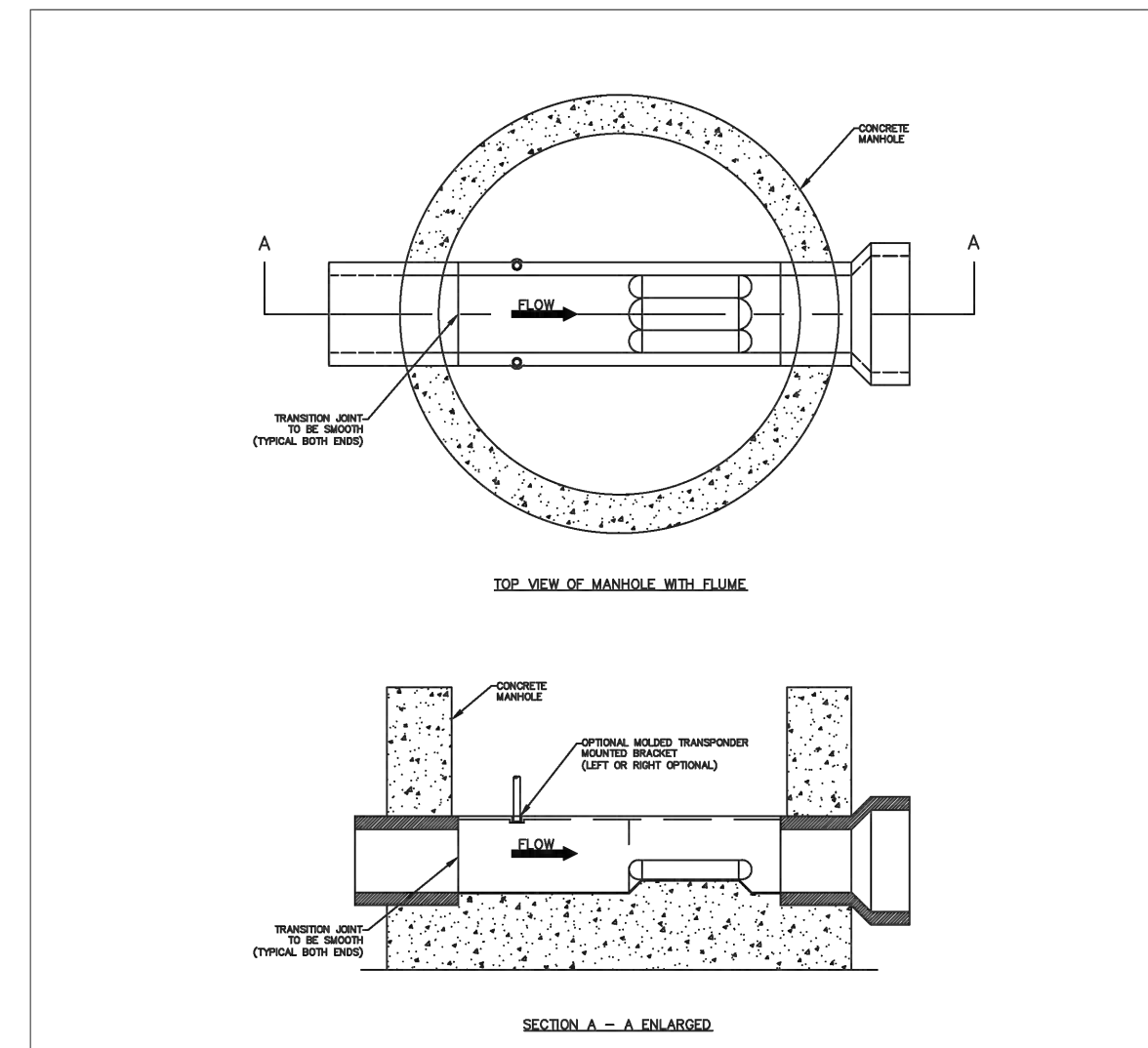


NOTES:

1. STANDARD SAMPLING MANHOLE SHALL HAVE A PALMER-BOWLUS FLUME WITH INTEGRAL APPROACH INSTALLED.
2. VILLAGE OF PLEASANT PRAIRIE DPW SHALL BE CONTACTED FOR FINAL INSPECTION OF SAMPLING MANHOLES.
3. SEE DETAIL SAN-2A AND SAN-2B FOR PALMER-BOWLUS FLUME DETAILS.
4. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY MANHOLES.

SCALE: NTS

<b>Standard Sampling Manhole</b>		DETAIL: SAN - 2
CREATED: 11-21-12	APPROVED BY: MIKE SPENCE	
REVISED: 1-29-14		

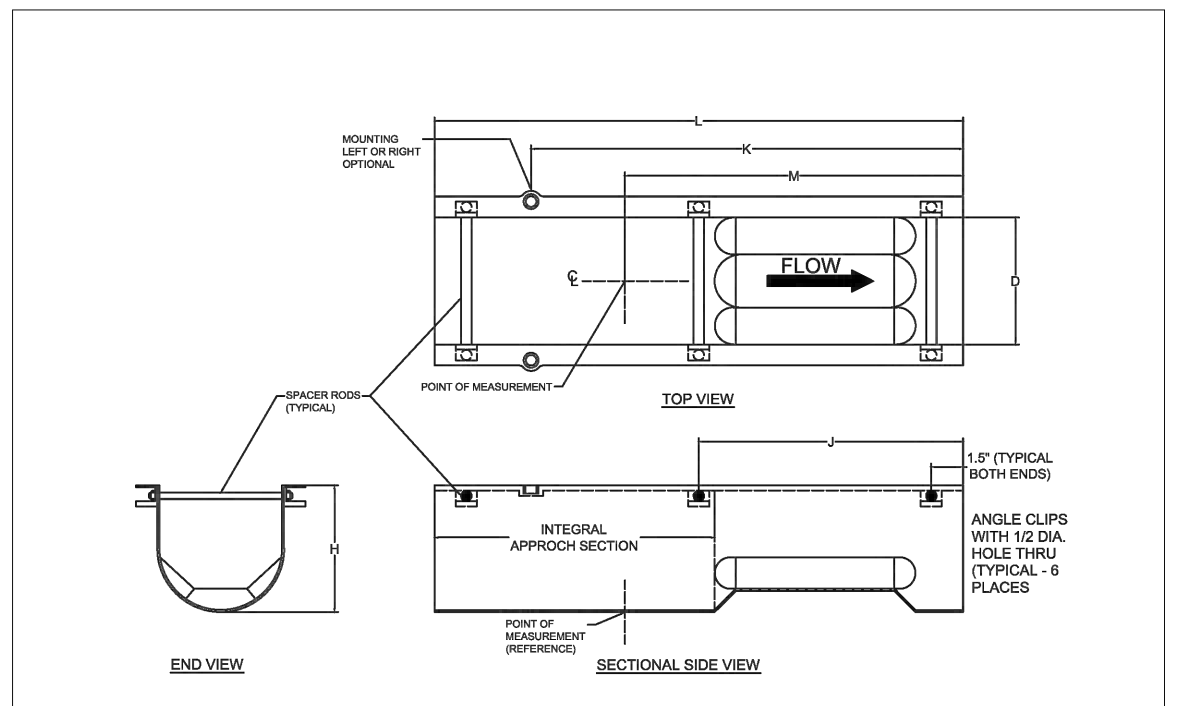


NOTE:

1. FLUME SHALL BE SET LEVEL INSIDE THE MANHOLE FOR PROPER TESTING PROCEDURES.
2. REFER TO VILLAGE STANDARD SPECIFICATIONS FOR SANITARY SEWER.

SCALE: NTS

<b>Palmer-Bowlus Flume Detail (1 of 2)</b>		DETAIL: SAN - 2A
CREATED: 11-21-12	APPROVED BY: MIKE SPENCE	
REVISED: 1-6-14		

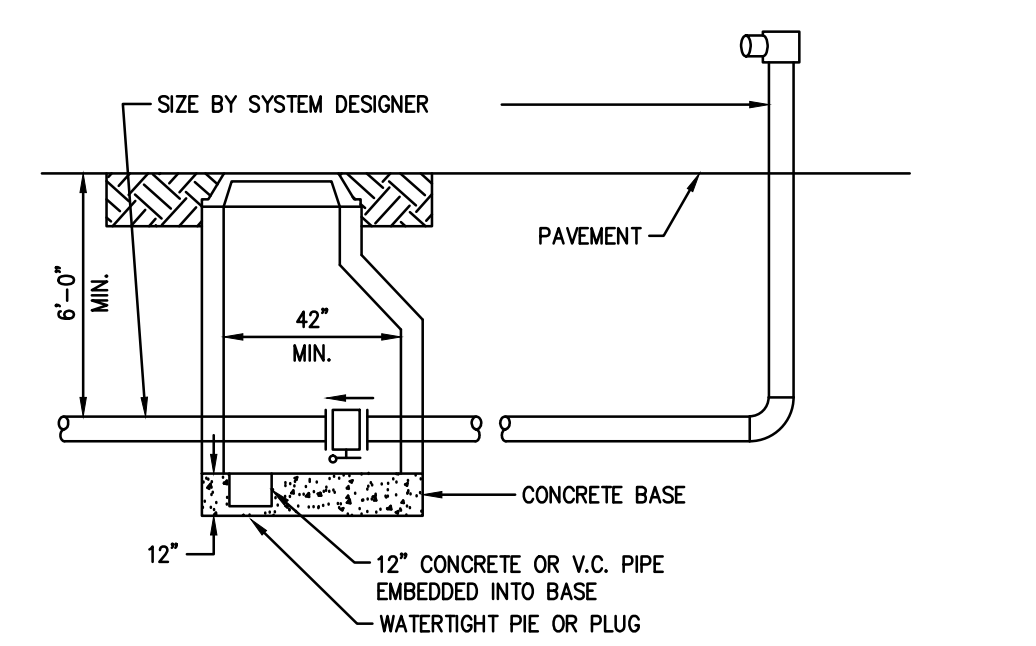
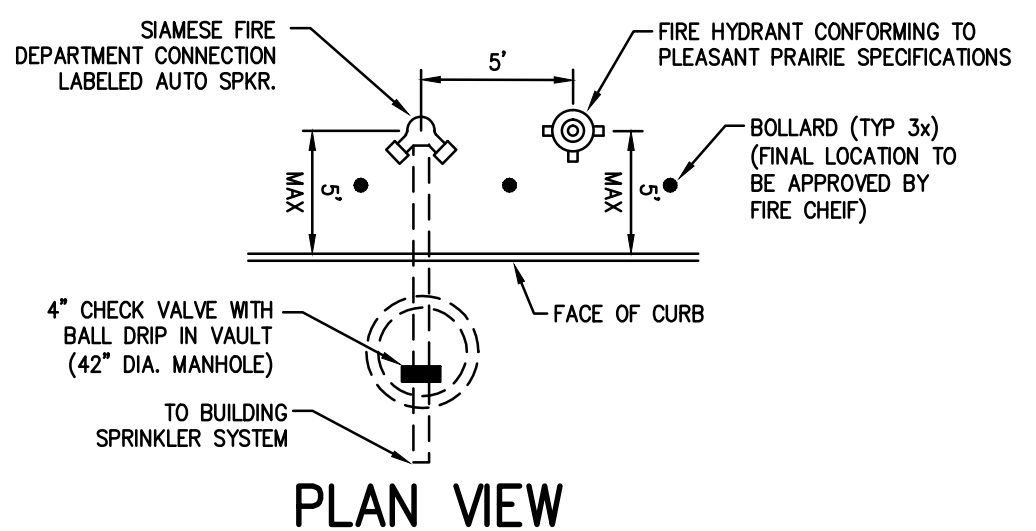


DIMENSIONS TABLE

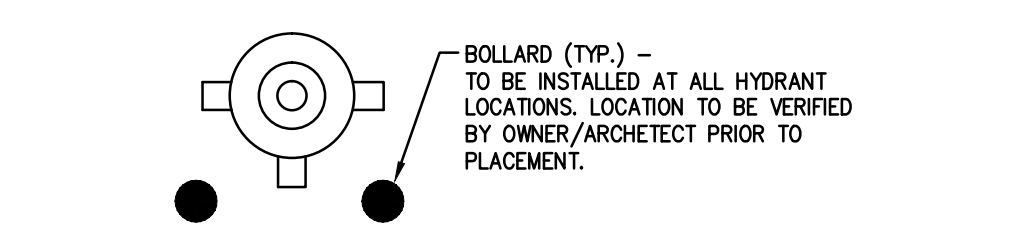
INCH	D	H	M	K	J	L
4	4	6	11	18 7/16	14 1/2	17
6	6	6	16	20 7/16	12 1/2	25
8	8	10	21	25 7/16	18 1/2	33
10	10	12	26	30 7/16	24 1/2	41
12	12	14	31	35 7/16	30 1/2	49
15	15	17	36 1/2	42 7/16	36 1/2	61
18	18	20	43	50 7/16	38 1/2	73
21	21	23	53 1/8	57 7/16	45 1/2	85
24	24	26	61	65 7/16	48 1/2	97
27	27	29	68 1/2	72 7/16	54 1/2	109
30	30	32	76	80 7/16	60 1/2	121

SCALE: NTS

<b>Palmer-Bowlus Flume Detail (2 of 2)</b>		DETAIL: SAN - 2B
CREATED: 11-21-12	APPROVED BY: MIKE SPENCE	
REVISED: 2-19-14		



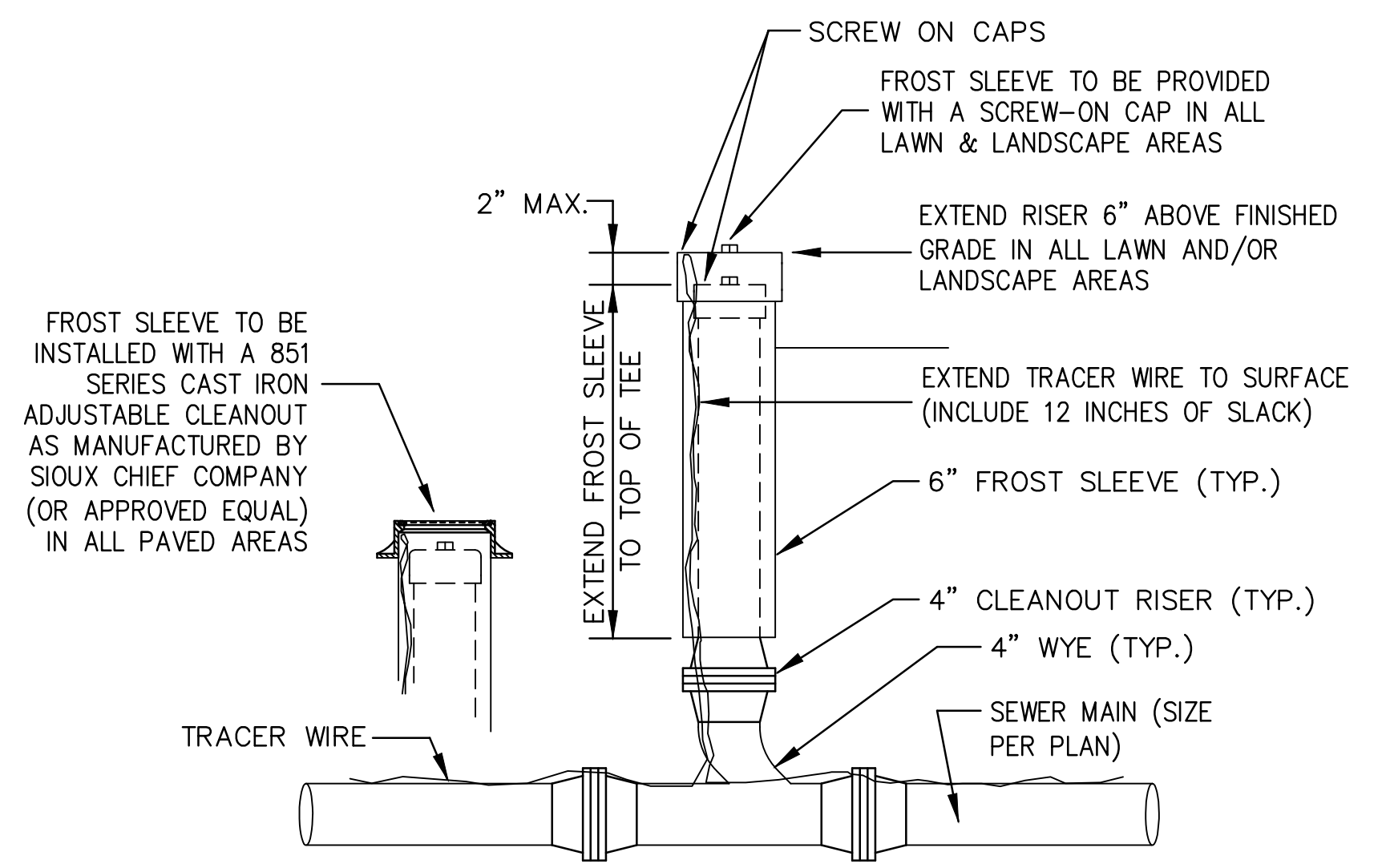
**FIRE DEPARTMENT CONNECTION DETAIL**  
NOT TO SCALE



**HYDRANT BOLLARD DETAIL**  
NOT TO SCALE

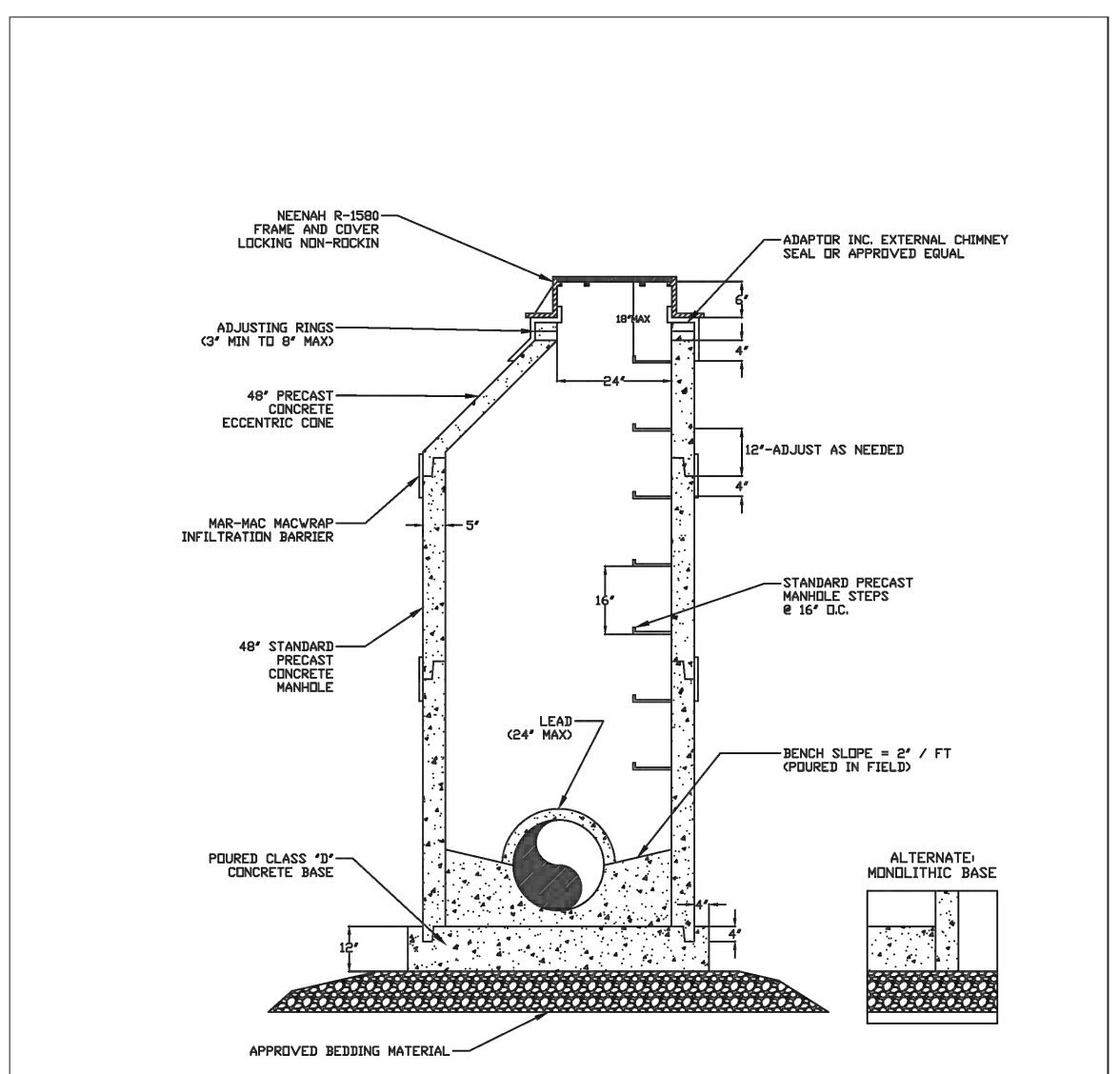
NOTE: MANHOLE CASTING SHALL BE NEENAH R-1755-E (FROST & WATERTIGHT) FRAME AND LID OR APPROVED EQUAL

**FIRE DEPARTMENT CONNECTION DETAILS**  
NOT TO SCALE



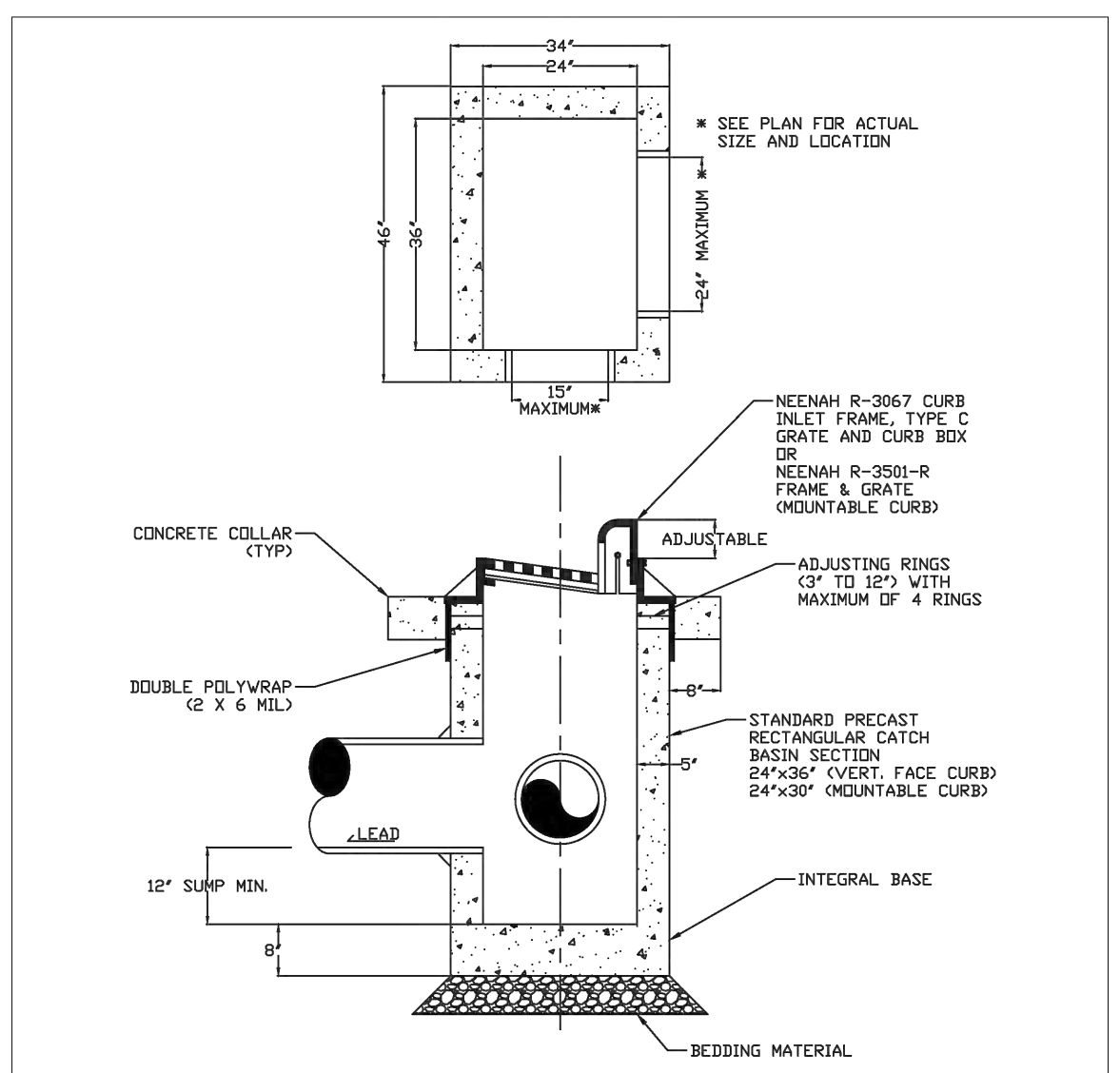
NOTE: ALL SEWER CLEANOUTS TO BE LOCATED A MAXIMUM OF 5' OUTSIDE OF BUILDING WALL

**SEWER CLEANOUT RISER DETAIL**  
NOT TO SCALE



SCALE: NTS

<b>Standard Storm Manhole</b>		DETAIL: STM - 1
CREATED: 11-21-12	APPROVED BY: MIKE SPENCE	
REVISED: 4-4-14		



SCALE: NTS

<b>Precast Rectangular Catch Basin</b>		DETAIL: STM - 3
CREATED: 12-14-04	APPROVED BY: MIKE SPENCE	
REVISED: 1-31-14		



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Website: www.nmbssc.net

**OUTLOT 21, PRAIRIE RIDGE TYPICAL SECTIONS & CONSTRUCTION DETAILS FOR OLDACRE MCDONALD, LLC**  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

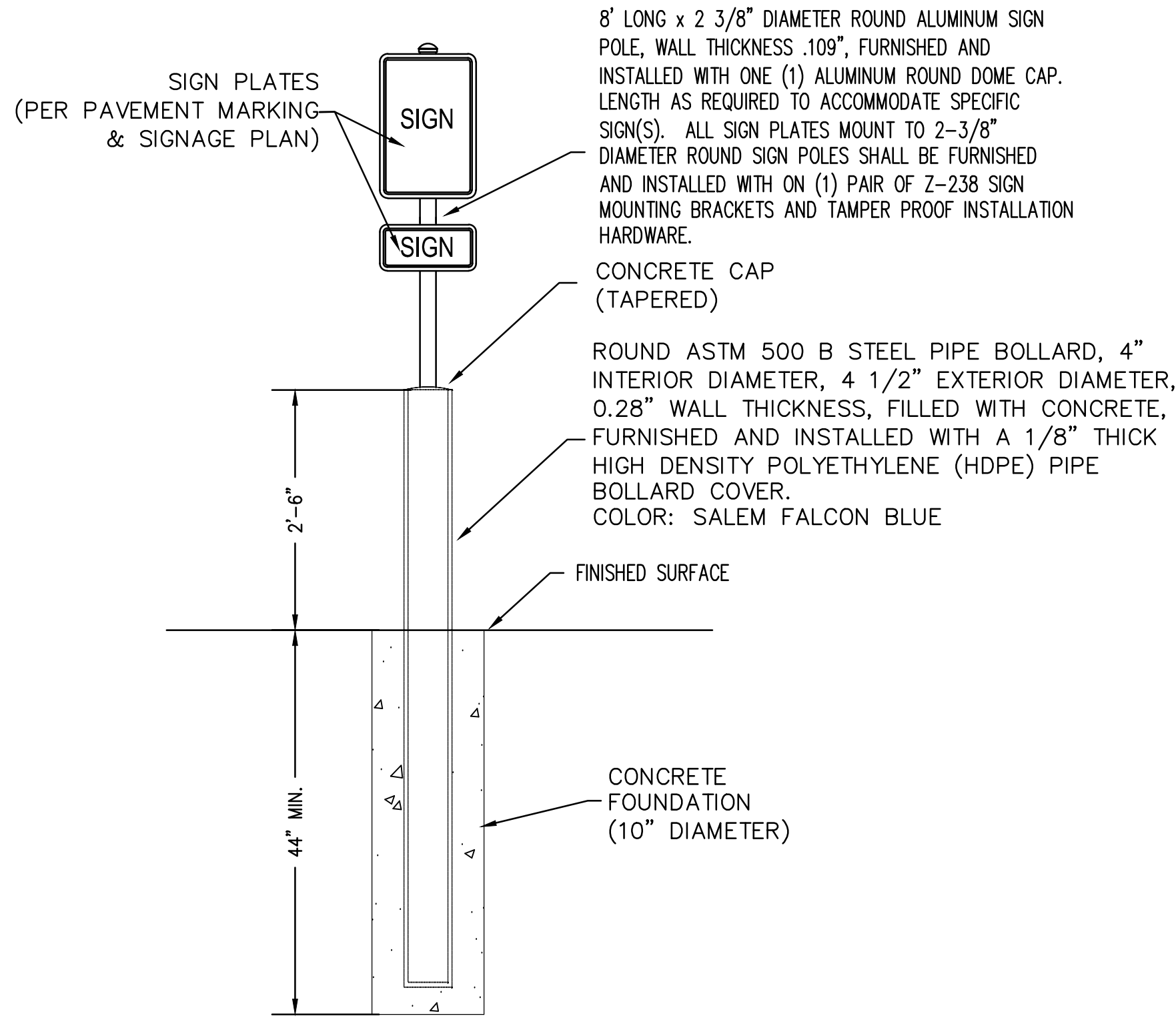
NO.	REVISION	DATE

PROJ. MGR: MDE  
DRAFTED: JJC  
DATE: 4-6-2015  
CHECKED: MDE  
DATE: 4-6-2015

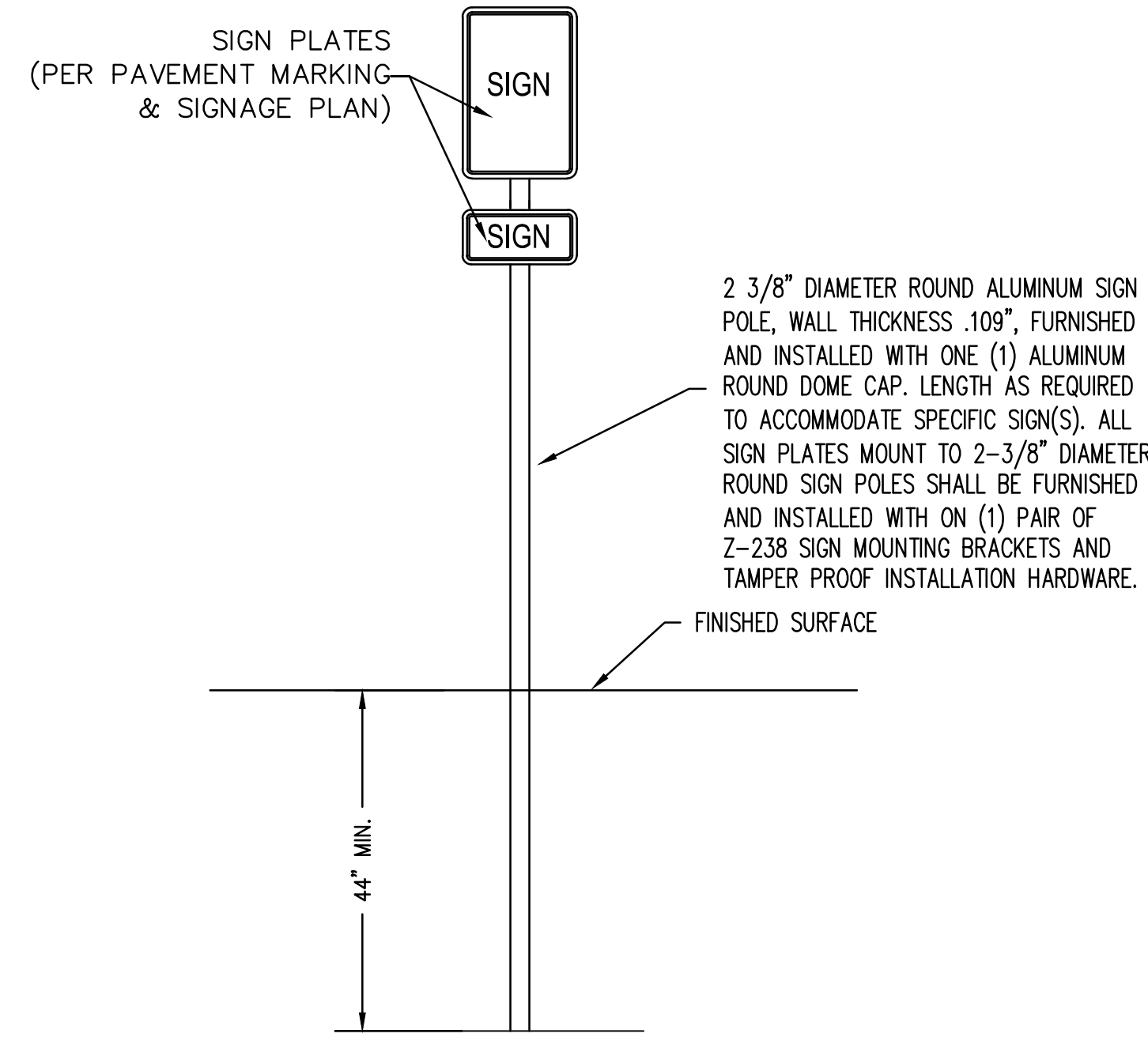
2015.0011.01  
SHEET  
**C-11**

**ISSUE FOR REVIEW - 5-15-2015**

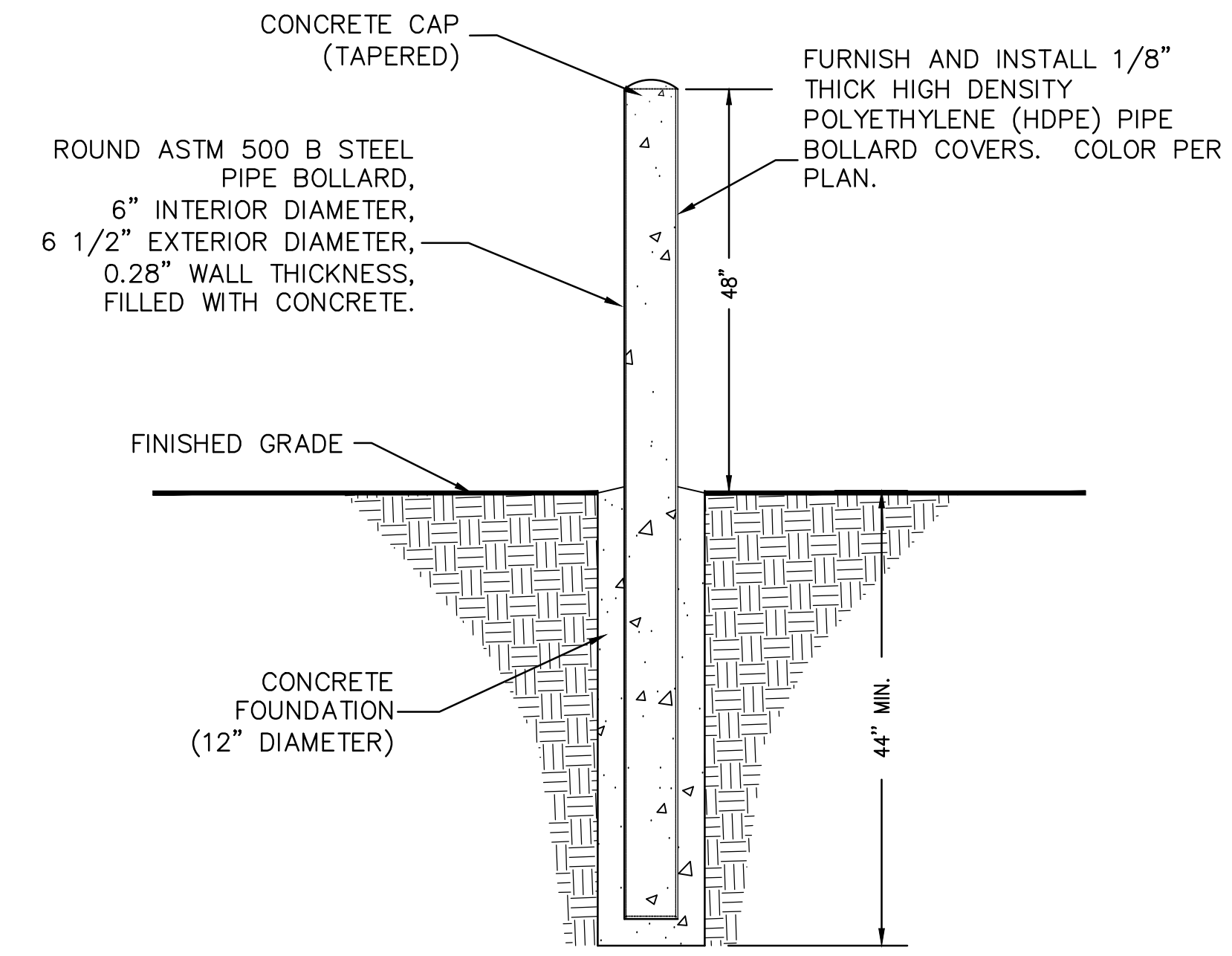




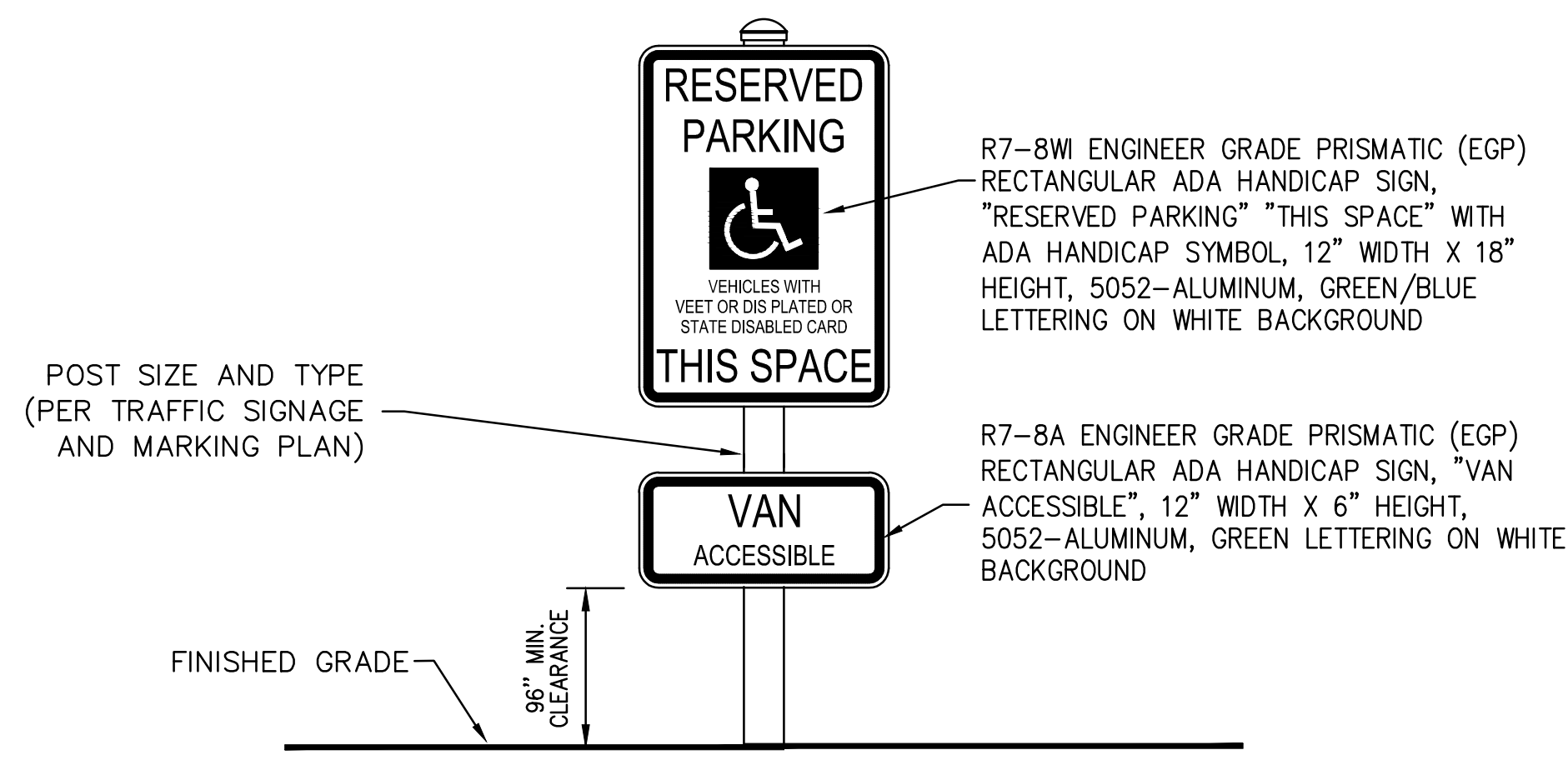
1 **4" BOLLARD SIGN POST DETAIL**  
NOT TO SCALE



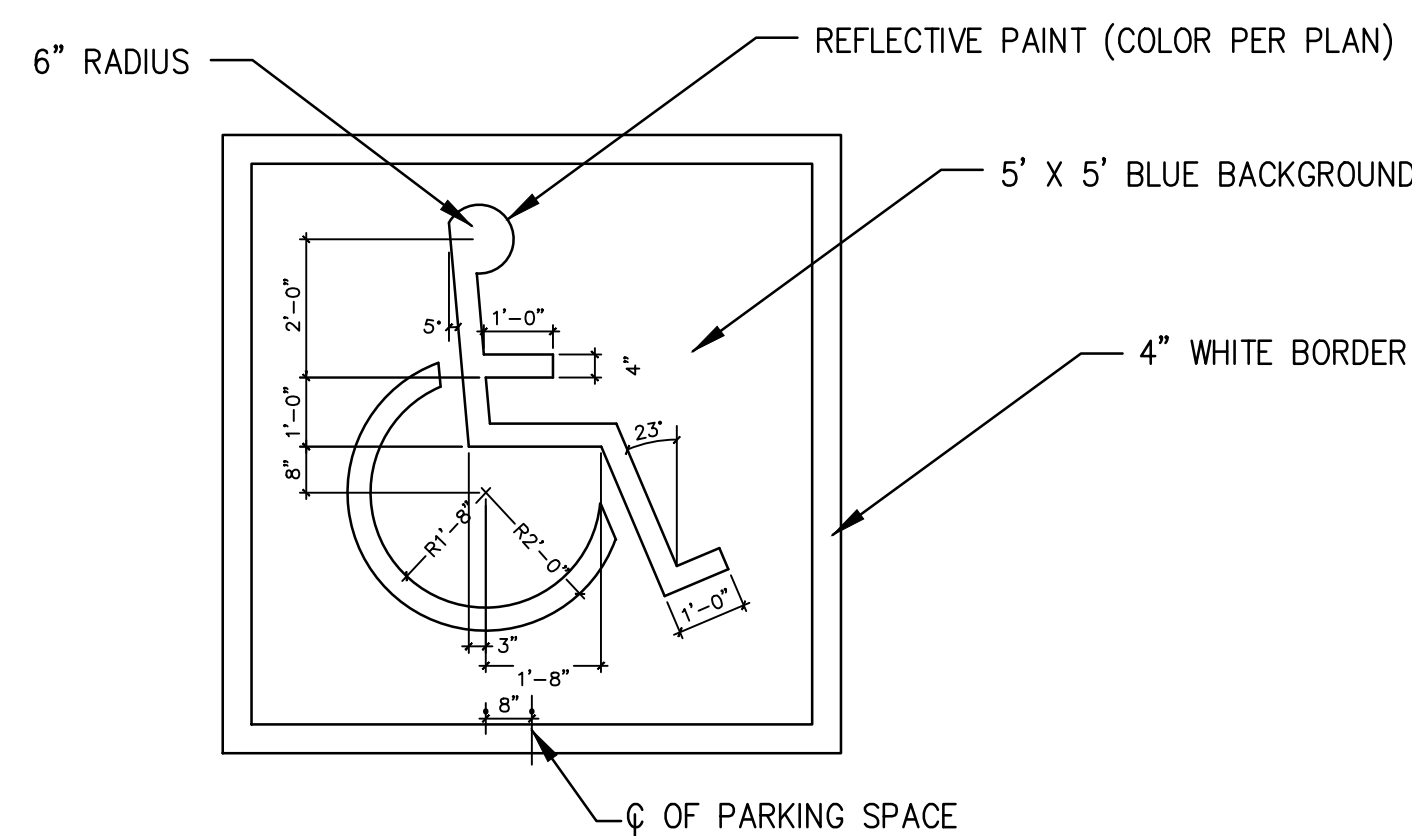
2 **GALVANIZED ROUND SIGN POST DETAIL**  
NOT TO SCALE



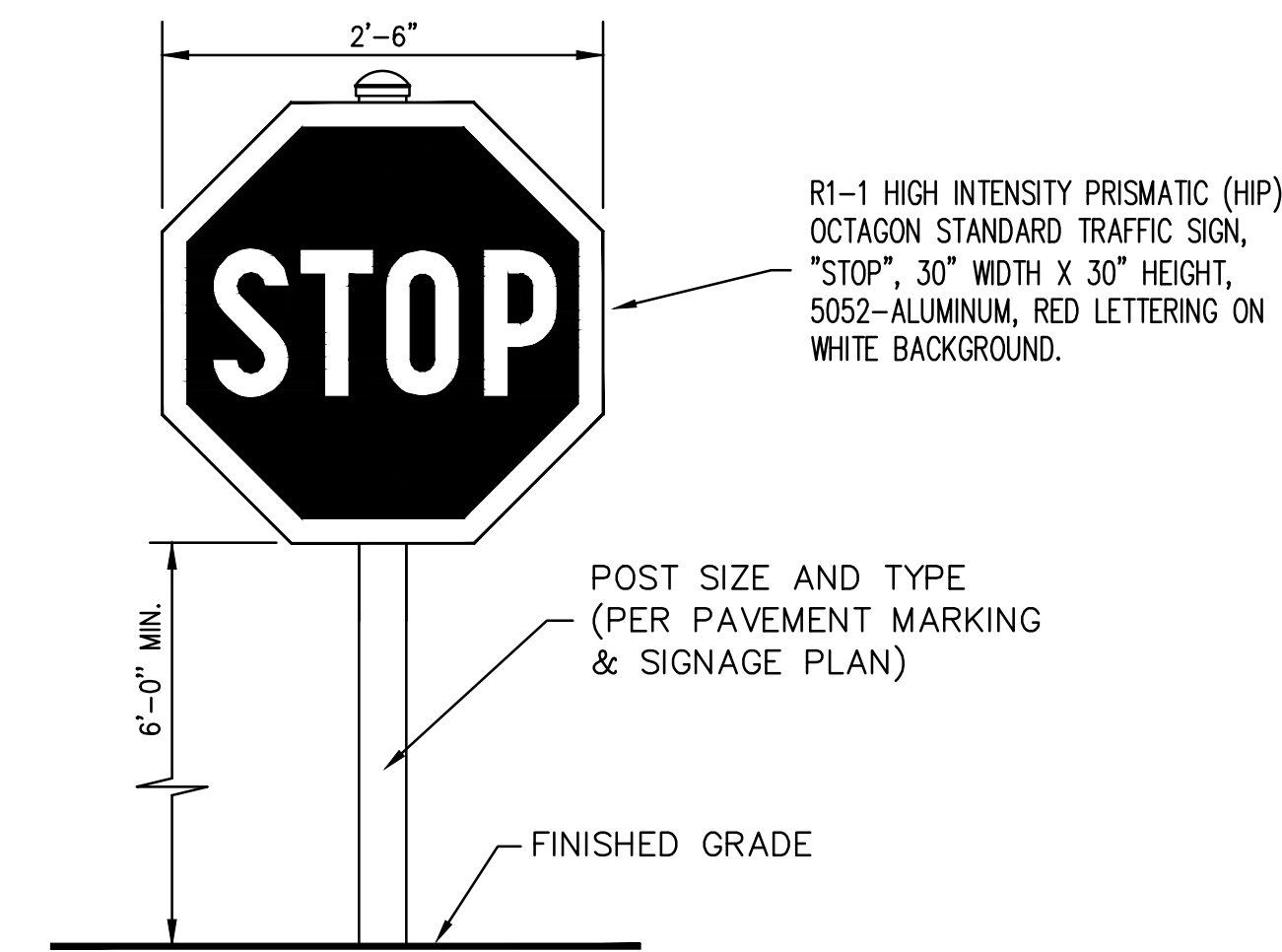
3 **STEEL PIPE BOLLARD DETAIL**  
NOT TO SCALE



4 **"VAN ACCESSIBLE" ADA RESERVED PARKING SIGN DETAIL**  
NOT TO SCALE



5 **PAINTED INTERNATIONAL SYMBOL FOR ACCESSIBILITY (DETAIL)**  
NOT TO SCALE

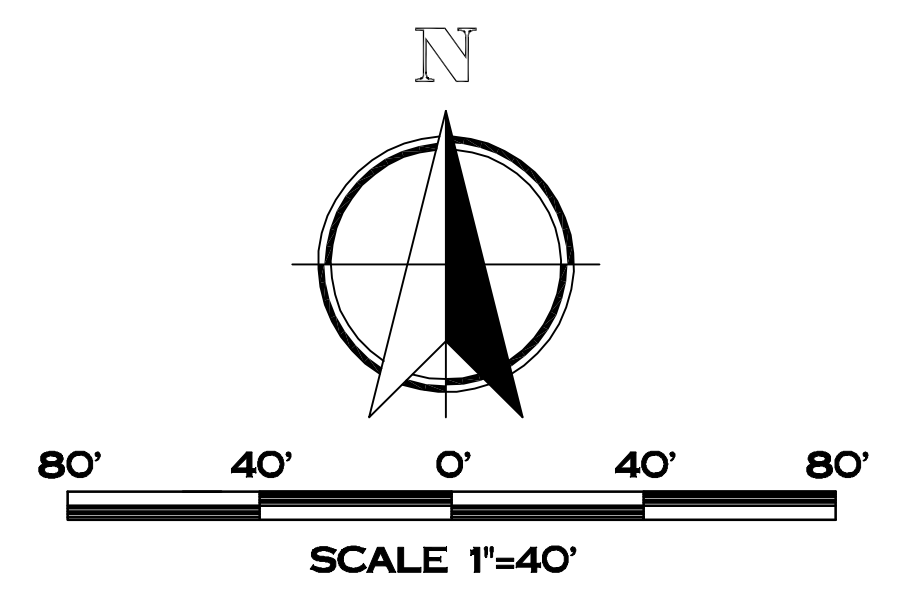
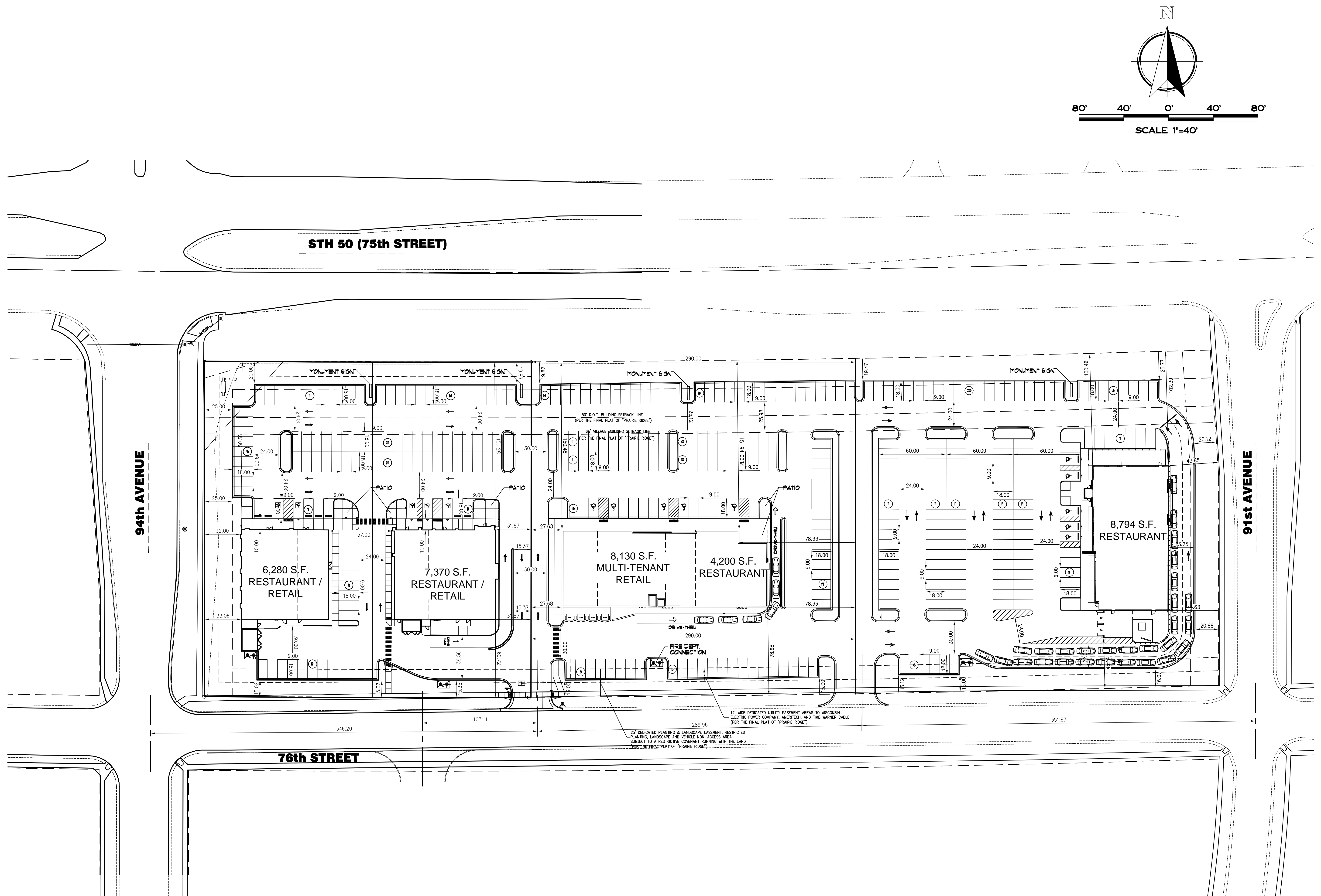


NOTES: ALL SIGNS TO BE FURNISHED AND INSTALLED WITH ONE (1) PAIR OF Z-238 SIGN MOUNTING BRACKETS.

6 **"STOP" SIGN DETAIL**  
NOT TO SCALE

NO.	REVISION	BY	DATE

PROJ. MGR: \_\_\_\_\_ MDE  
DRAFTED: \_\_\_\_\_ JJC  
DATE: 4-6-2015  
CHECKED: \_\_\_\_\_ MDE  
DATE: 4-6-2015



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

**OUTLOT 20 & 21**  
**RESTAURANT / RETAIL / OFFICE**  
**MASTER CONCEPTUAL PLAN**  
 VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY WISCONSIN

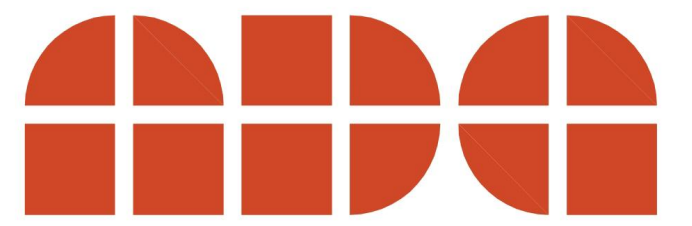
NO.	REVISION	BY	DATE

PROJ. MGR: MDE  
 DRAFTED: JJC  
 DATE: 5-7-2015  
 CHECKED: MDE  
 DATE: 5-15-2015

2015.0011.01  
 SHEET  
**1** OF **1**



**ISSUE FOR REVIEW - 5-15-2015**



**ARCHITECTURAL  
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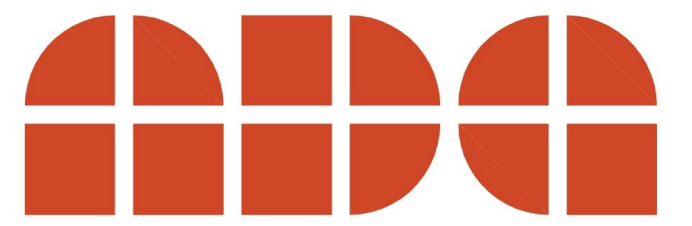
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St. Louis, Missouri 63143  
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Entry Perspective

**Design Development Plans**

Proposed New Development  
(Lot 1)  
75th Street & 94th Avenue  
Pleasant Prairie, WI



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**Entry Perspective**

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May 15, 2015



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**North Elevation**

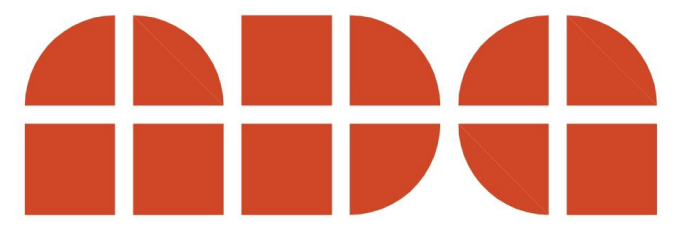


**East Elevation**

**Design Development Plans**

Proposed New Development  
(Lot 1)  
75th Street & 94th Avenue  
Pleasant Prairie, WI

May 15, 2015



ARCHITECTURAL  
DESIGN ■ GUILD

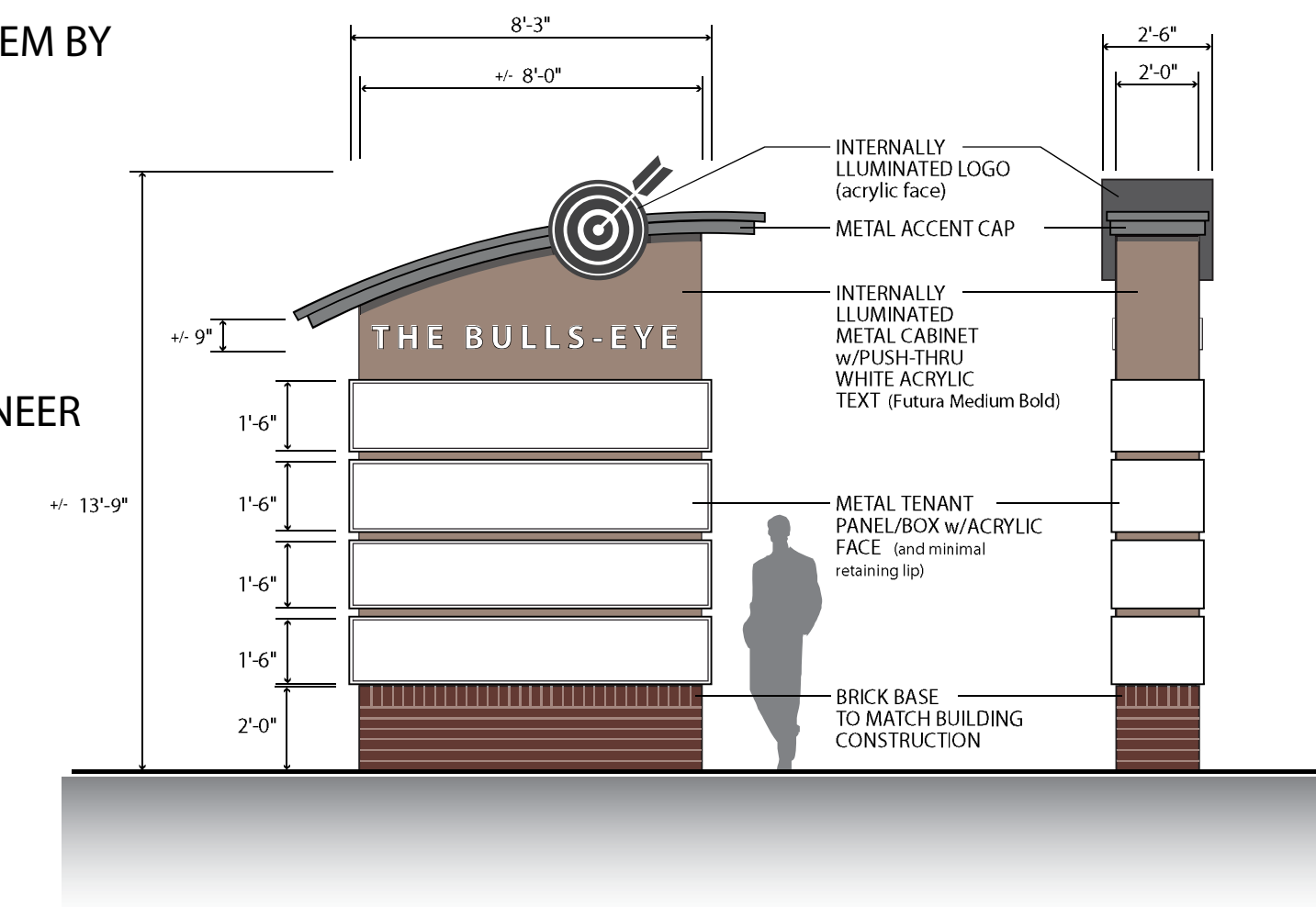
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F:: 314.644.4373



**South Elevation**



**East Elevation**

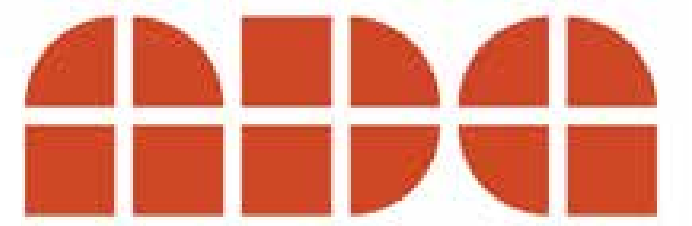


**Monument Sign** N.T.S.

**Design Development Plans**

Proposed New Development  
(Lot 1)  
75th Street & 94th Avenue  
Pleasant Prairie, WI

May 15, 2015



ARCHITECTURAL  
DESIGN ■ GUILD

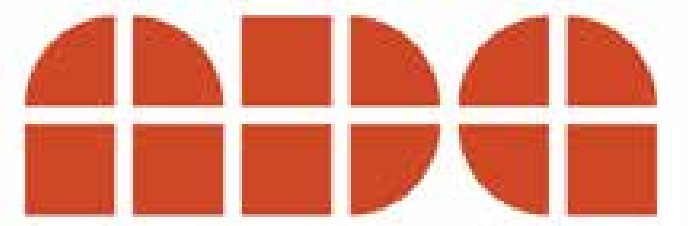
2710 Sutton Boulevard  
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Entry Perspective

**Design Development Plans**

Proposed New Development  
(Lot 2)  
75th Street & 94th Avenue  
Pleasant Prairie, WI



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Entry Perspective

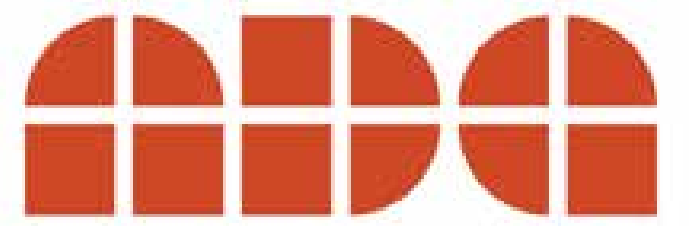
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## Design Development Plans

Proposed New Development  
(Lot 2)  
75th Street & 94th Avenue  
Pleasant Prairie, WI

May 15, 2015





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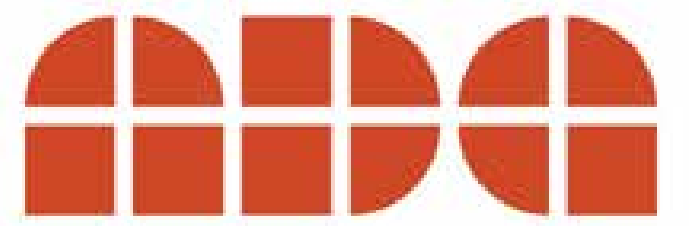
North Elevation



East Elevation

**Design Development Plans**

Proposed New Development  
(Lot 2)  
75th Street & 94th Avenue  
Pleasant Prairie, WI



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F:: 314.644.4373



South Elevation



East Elevation

Monument Sign N.T.S.

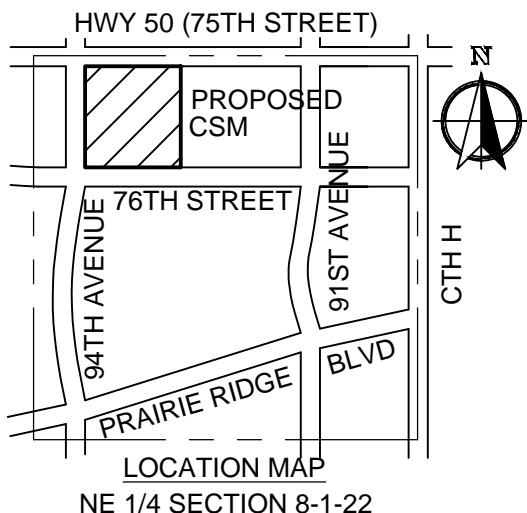
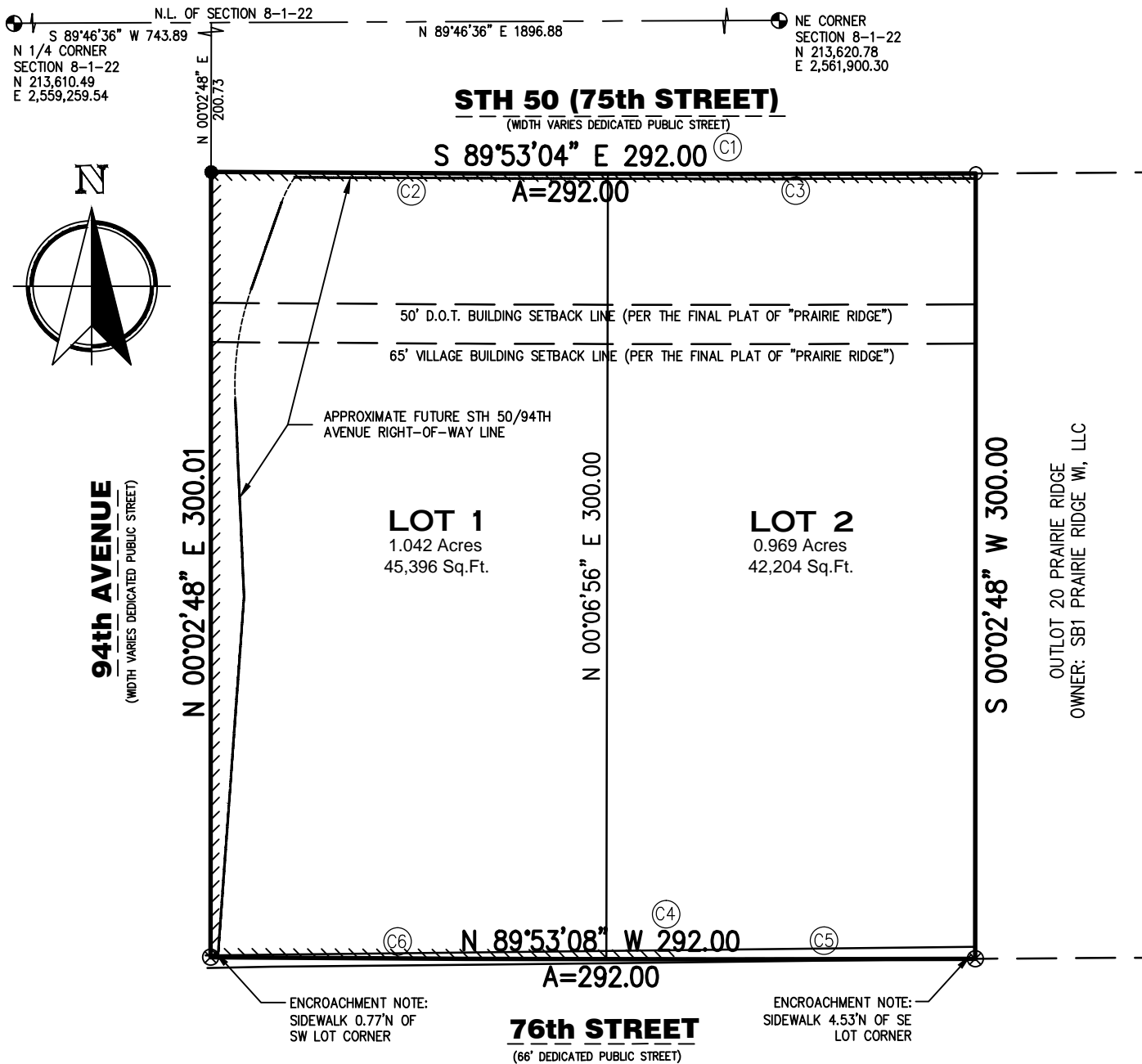
### Design Development Plans

Proposed New Development  
(Lot 2)  
75th Street & 94th Avenue  
Pleasant Prairie, WI

May 15, 2015

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



**SCALE 1"=60'**

**NOTES:**  
 ZONING OF PARCELS IS B-2 (PUD)  
 OWNER/LAND DIVIDER: OLDACRE McDONALD, LLC  
 5819 BRISTLECONE CT., ST. LOUIS, MO 63129  
 SURVEYOR: NIELSEN MADSEN & BARBER, S.C.  
 1458 HORIZON BLVD. SUITE 200, RACINE, WI 53406  
 ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.  
 BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1927.

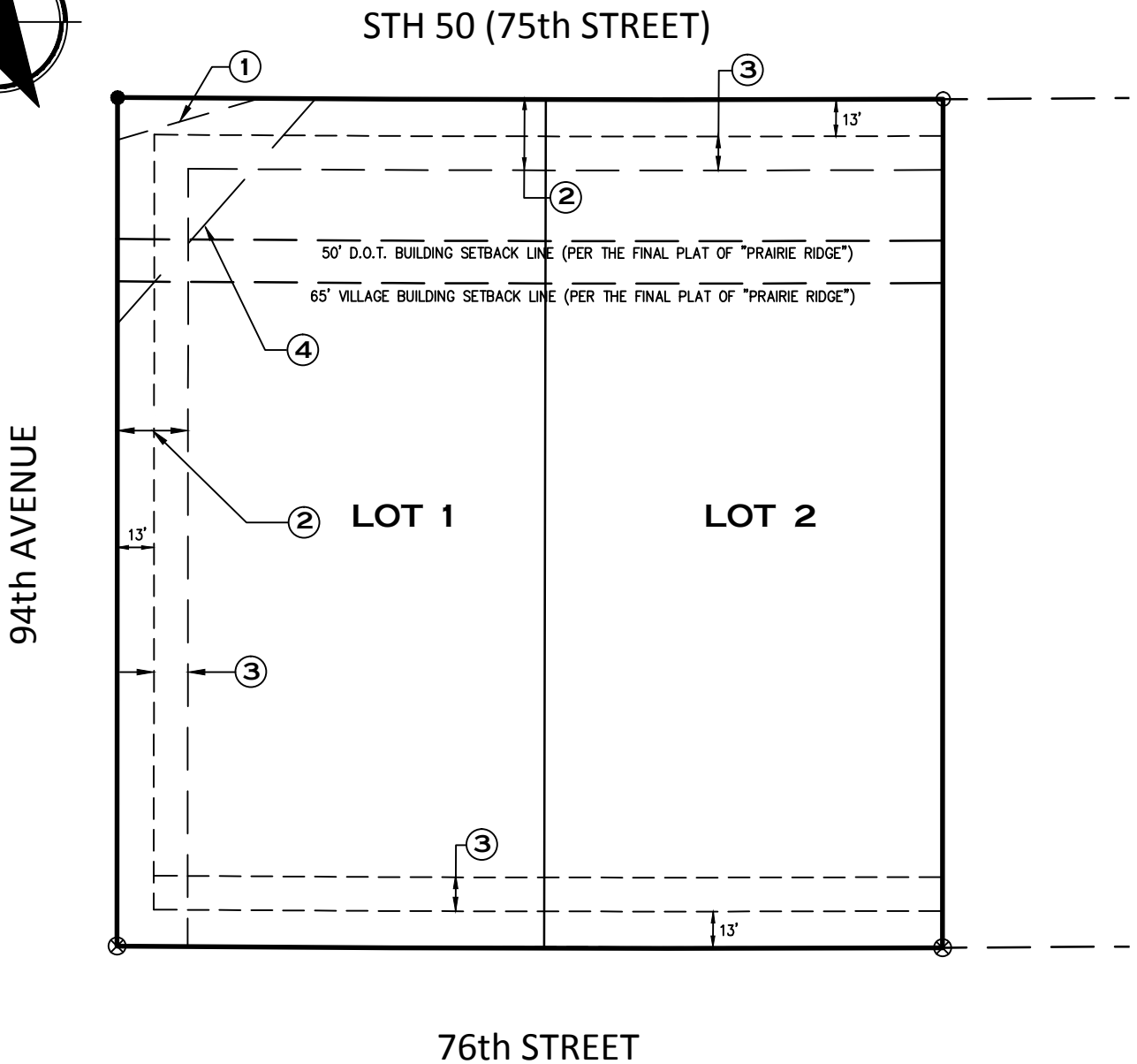
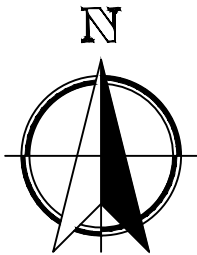
- LEGEND:**
- ⊗ CHISEL "+"
  - 1" O.D. IRON PIPE FOUND
  - 1.315" O.D.x18" IP - 1.68LBS/LIN FT. SET
  - ⊙ 6" CONC. MON. W / BRASS CAP FOUND
  - //// NO VEHICULAR ACCESS

Date: March 6, 2015  
 This Instrument was drafted by Mark R. Madsen  
 PROJECT ID: 2015.0011.01

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## EASEMENTS AND RESTRICTIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE SUBDIVISION PLAT



- ① 15'x50' V.T.E DEDICATED VISION TRIANGLE EASEMENT PER VILLAGE ORDINANCE (ILLUST. #2, SEC. 12-13-1). (PER PLAT OF PRAIRIE RIDGE)
- ② 25' WIDE DEDICATED PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA, EXCEPT AS OTHERWISE AGREED TO BY THE VILLAGE OF PLEASANT PRAIRIE. (SUBJECT TO A RESTRICTIVE COVENANT RUNNING WITH THE LAND). (PER PLAT OF PRAIRIE RIDGE)
- ③ 12' WIDE DEDICATED UTILITY EASEMENT AREAS TO WISCONSIN ELECTRIC POWER COMPANY, AMERITECH, AND TIME WARNER CABLE (PER THE FINAL PLAT OF "PRAIRIE RIDGE")
- ④ 70'x80' DEDICATED ENTRY MONUMENT EASEMENT (PER THE FINAL PLAT OF "PRAIRIE RIDGE")

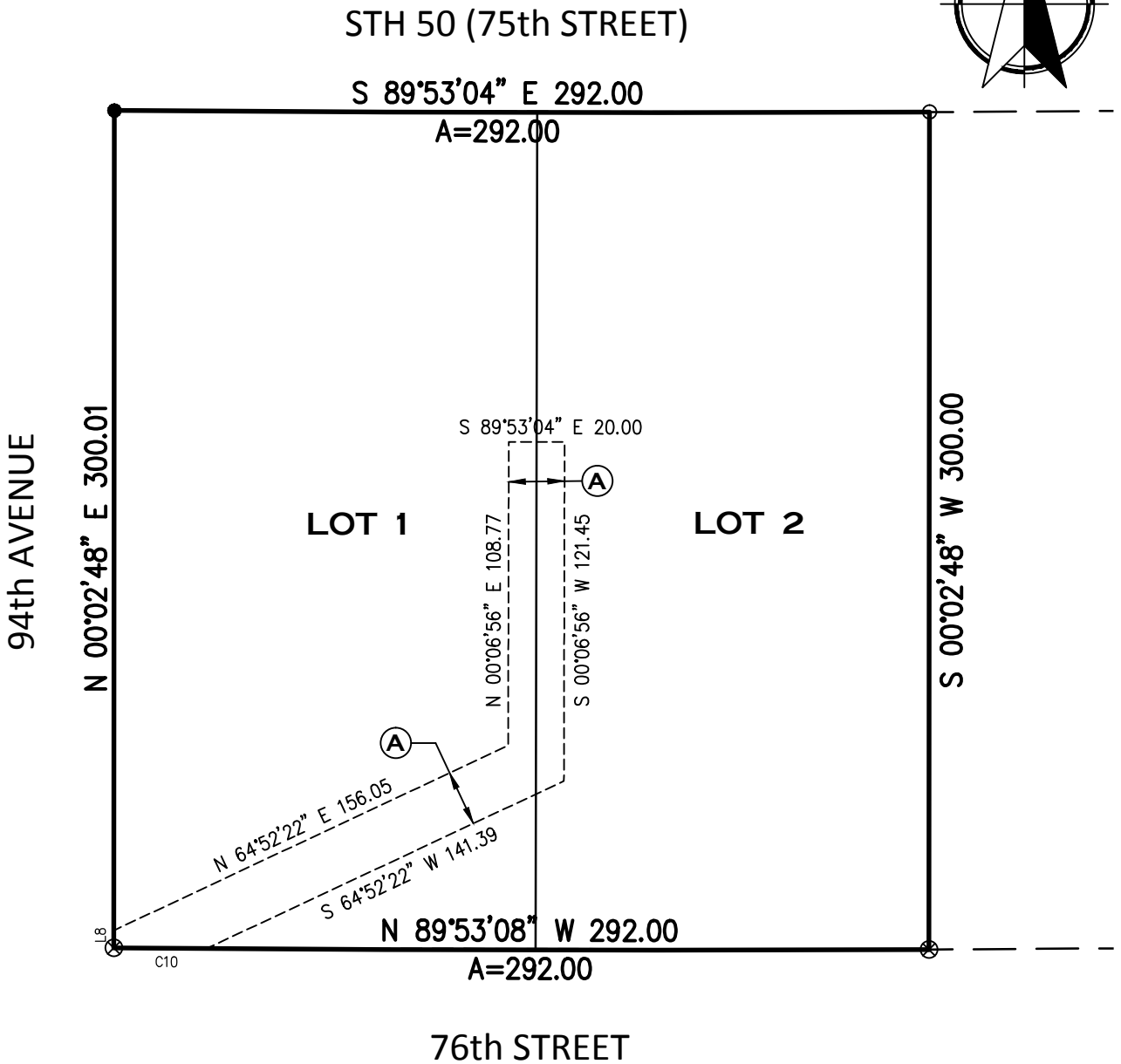
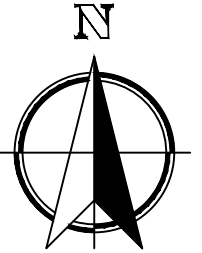


**SCALE 1"=60'**

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NEW EASEMENT DEDICATIONS  
DEDICATED STORM WATER DRAINAGE, ACCESS AND  
MAINTENANCE EASEMENT**



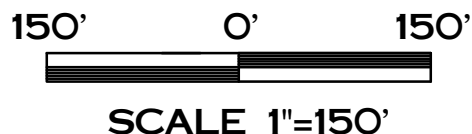
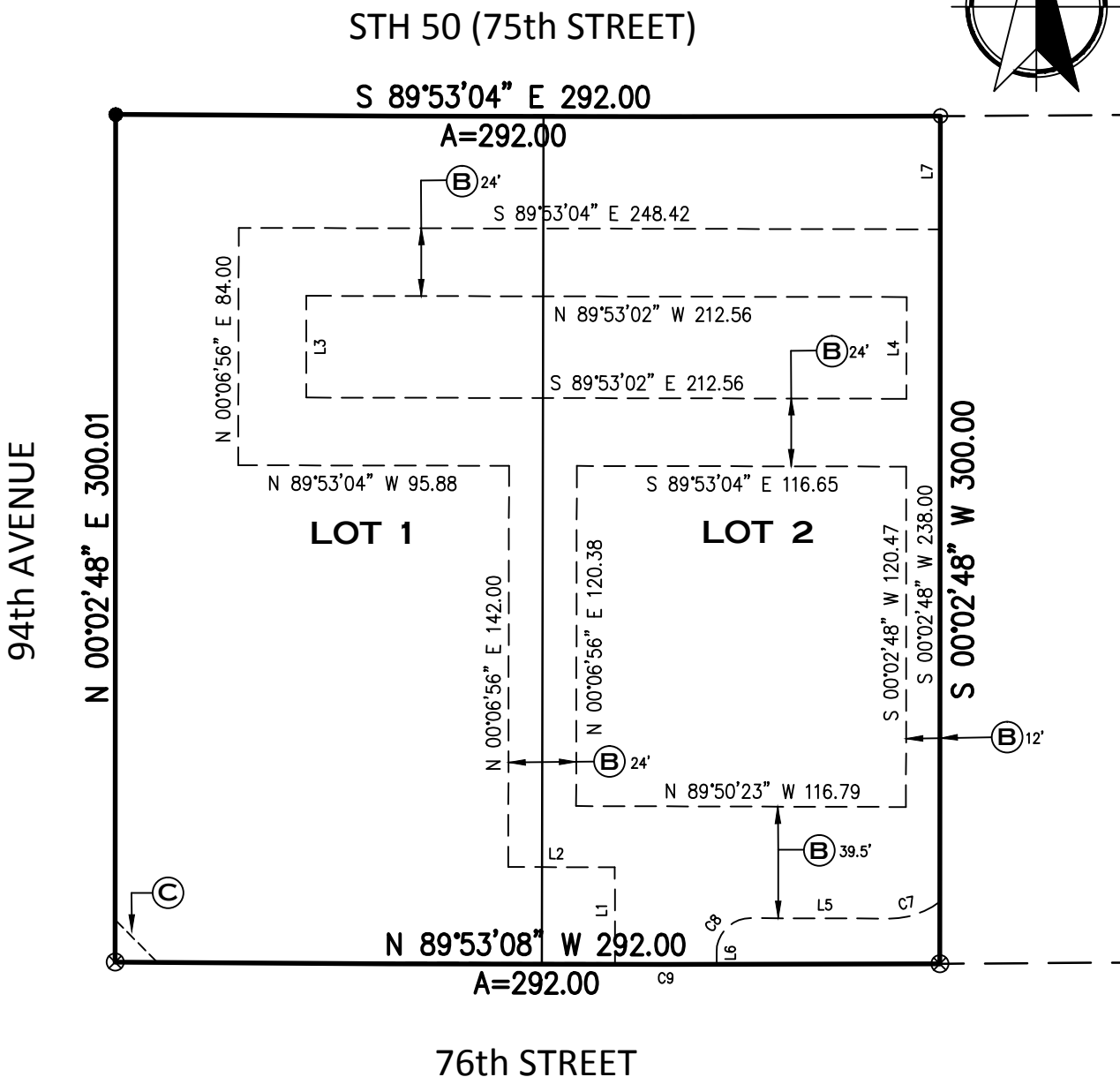
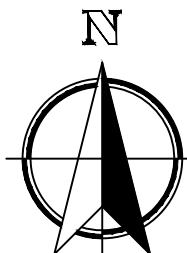
**SCALE 1"=150'**

**A** 20' WIDE DEDICATED STORM WATER DRAINAGE, ACCESS, AND MAINTENANCE EASEMENT.

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS DEDICATED INGRESS-EGRESS CROSS ACCESS AND MAINTENANCE EASEMENT AND A 15'x15' VISION TRIANGLE EASEMENT



- (B) DEDICATED INGRESS-EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT.
- (C) 15'x15' V.T.E DEDICATED VISION TRIANGLE EASEMENT PER VILLAGE ORDINANCE

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE  
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH,  
RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY,  
WISCONSIN.

Boundary Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C1	0°43'39"	22998.33	292.00	146.00	S89° 53' 04"E	292.00	S89°31'15"E N89°45'06"E
C2	0°22'39"	22998.33	151.50	75.75	S89° 42' 34"E	151.50	S89°31'15"E S89°53'54"E
C3	0°21'00"	22998.33	140.50	70.25	N89° 55' 36"E	140.50	S89°53'54"E N89°45'06"E
C4	0°43'05"	23295.47	292.00	146.00	N89° 53' 08"W	292.00	N89°31'36"W S89°45'19"W
C5	0°20'47"	23295.47	140.86	70.43	N89° 55' 42"E	140.86	S89°53'54"E N89°45'19"E
C6	0°22'18"	23295.47	151.14	75.57	S89° 42' 45"E	151.14	S89°31'36"E S89°53'54"E

Ingress-Egress Line Table		
Line #	Length	Direction
L1	34.38	N00° 00' 26"W
L2	37.75	N89° 53' 04"W
L3	36.00	N00° 06' 56"E
L4	36.00	S00° 06' 56"W
L5	49.20	N89° 50' 23"W
L6	4.11	S00° 00' 26"E
L7	300.00	S00° 02' 48"W

Ingress-Egress Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C7	37°07'57"	29.50	19.12	9.91	S71° 35' 39"W	18.79	N89°50'23"W S53°01'40"W
C8	90°10'04"	12.00	18.88	12.04	S45° 04' 35"W	17.00	S00°00'26"E N89°50'23"W
C9	0°05'19"	23295.47	36.00	18.00	S89° 59' 38"W	36.00	N89°57'43"W S89°56'59"W

Storm Easement Line Table		
Line #	Length	Direction
L8	6.25	N00° 02' 48"E

Storm Easement Curve Table							
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length	Tangent Bearing
C10	0°04'54"	23295.47	33.25	16.63	N89° 34' 03"W	33.25	N89°31'36"W N89°36'30"W

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)

### 15' X 50' DEDICATED VISION TRIANGLE EASEMENT (EASEMENT 1 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the areas shown as a 15'x50' Dedicated Vision Triangle Easement on Lot 1 of this CSM have been dedicated, given, granted and conveyed by VK Arbor LLC to the Village of Pleasant Prairie ("the Village") to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x50' Dedicated Vision Triangle Easement area between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

### 25' DEDICATED PLANTING AND LANDSCAPE EASEMENT (EASEMENT 2 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as a 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area were dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner of Lot 1 and 2 of this CSM and the Village for the purposes of grading, planting and installing trees, shrubs and other landscape elements and all related ingress and egress, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village with respect to the 25' Wide Dedicated Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle Non-access Area, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner of Lot 1 and 2 of this CSM shall be responsible for all costs associated with grading, planting and installing trees, shrubs and other landscape elements and all related replacement and maintenance activities within these nonexclusive easement areas in accordance with the master landscaping plan approved by the Village.

### DEDICATED UTILITY EASEMENT AREAS (EASEMENT 3 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE )

Nonexclusive easements coextensive with the areas shown on Lots 1 and 2 of this CSM as Dedicated Utility Easement Areas have been dedicated, given, granted and conveyed by V.K. Development Corporation to 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 Lots (or portions thereof) as shown on this CSM and for any related ingress and egress. This easement shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required which may be interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility 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. Upon the installation of the utilities, the Lot Owner(s) shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Lot Owner(s) and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, 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. deemed to be superior.



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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## DEDICATION AND EASEMENT PROVISIONS PREVIOUSLY RECORDED ON PRAIRIE RIDGE (EASEMENT TEXT MODIFIED VIA THIS CSM)

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way and private roadway easement areas with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public roadway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public roadway areas to a vegetatively stabilized condition, the Association, or in the event the Association or the Declaration cease to exist, the Lot Owners shall be ultimately responsible for the costs of such restoration and may pursue their remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public or private 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.

### 70'x80' DEDICATED MONUMENT SIGN, ACCESS AND MAINTENANCE EASEMENT (EASEMENT 4 - PREVIOUSLY DEDICATED ON PRAIRIE RIDGE)

Nonexclusive easements coextensive with the area shown as a 70' X 80' Dedicated Monument Sign Access and Maintenance Easement on Lot 1 of this CSM has been dedicated, given, granted and conveyed by V.K. Development Corporation to the Owner(s) of Lot 1 of this CSM for the purposes of placing, constructing, installing, repairing, replacing and maintaining monument signage benefiting the businesses on the aforementioned lots; and for all ingress, egress, planting, installing, replacing and maintaining related landscape elements. This Dedicated Monument Sign, Access and Maintenance Easement shall be exclusive, except for (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof and (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Lot Owner as will not interfere with the improvements, uses and purposes of the Lot Owner and the Village as it relates to the easement. In the event of any conflict between the rights of the Lot Owner, the rights of the Village and the rights of other entities with respect to the Dedicated Monument Sign, Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Lot Owner shall be responsible for the cost of construction, maintenance, repair and replacement of the monument signs and the cost of the associated electrical services and landscaping maintenance within the easement area. The easement rights include the perpetual right of the aforementioned Owner to enter upon Lot 1 of this CSM within the Dedicated Monument Sign, Access and Maintenance Easement area at any time that it may see fit, to use, maintain, repair, alter or reconstruct the monument signs and related improvements.

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS

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

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

The easement rights include the right to enter upon Lots 1 and 2 within the 20' Wide Dedicated Private Storm Water Management, Access and Maintenance Easement area at any time to reconstruct, maintain, use and repair the underground storm sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such storm sewer mains for the purpose of conveying storm water under Lots 1 and 2, together with the right to excavate, reconstruct, maintain, use and repair the storm water management system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the storm water management system improvements.

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

The Association may allocate any costs for which it is responsible hereunder to the Owners of Lots 1 and 2 and any other party using the easement area.

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## NEW EASEMENT DEDICATIONS

### DEDICATED INGRESS, EGRESS AND CROSS ACCESS EASEMENT (B)

Nonexclusive easements coextensive with the area shown as a Dedicated Ingress, Egress and Cross Access Easement on Lots 1 and 2 of this CSM are hereby dedicated, given, granted and conveyed by the Owner / Land Divider to the Owner(s) of Lots 1 and 2 and the Village for vehicular and pedestrian ingress, egress and cross access purposes. In the event of any conflict between the rights of the Owner, the rights of the Village and the rights of the Lot Owner(s) or other entities with respect to the Dedicated Ingress, Egress and Cross Access Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under the easement. The Owner(s) of Lots 1 and 2 shall be responsible for all costs associated with the construction, snow plowing and maintenance of the shared "private access drive(s)" and associated pavement and landscaping improvements.

### DEDICATED VISION TRIANGLE EASEMENT (C)

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

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, MARK R. MADSEN, Professional Land Surveyor, hereby certify:

THAT I have prepared this Certified Survey Map at the direction of the OWNER / LAND DIVIDER; THAT the exterior boundaries are described as the Redivision of Outlot 21, of Prairie Ridge Subdivision, being that part of the Northwest 1/4 of the Northeast 1/4 of Section 8 Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin described as follows: Begin at the Northeast corner of said Outlot 21 being a point on the South line of the South right-of-way of STH 50 (75th Street); run thence S00°02'48"W 300.00 feet to a point on the North line of the North right-of-way of 76th Street and a point on a curve of Southerly convexity whose radius is 23295.47 feet and whose chord bears S89°53'08"W 292.00 feet; thence Southwesterly 292.00 feet along the arc of said curve to the Easterly right-of-way of 94th Avenue; thence N00°02'48"E 300.01 feet along said Easterly line to the South right-of-way of STH 50 (75th Street) and the point of curvature of a curve of Southerly convexity whose radius is 22998.33 feet and whose chord bears S89°53'04"E 292.00 feet; thence Northeasterly 292.00 feet along the arc of said curve and said South line to the point of beginning. Containing 2.011 acres.

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

March 6, 2015

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

## OWNER'S CERTIFICATE OF DEDICATION

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

OLDACRE McDONALD, LLC

Signed: \_\_\_\_\_  
Print Name: Andrew Prince,  
President

IN WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

BEING A REDIVISION OF OUTLOT 21 OF PRAIRIE RIDGE SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

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

ss.

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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above-named person of said corporation to me known to be the person who executed the foregoing instrument and to me known to be such \_\_\_\_\_ of said Limited Liability Corporation, and acknowledged that he executed the foregoing as such officer of said Limited Liability Corporation, by its authority.

\_\_\_\_\_

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

## VILLAGE PLAN COMMISSION APPROVAL

Approved by the Village Plan Commission, Village of Pleasant Prairie on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

## VILLAGE BOARD APPROVAL

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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



## VILLAGE STAFF MEMORANDUM

TO: Michael Pollocoff, Village Administrator  
Village Board of Trustees

FROM: Jean M. Werbie-Harris, Community Development Director

SUBJECT: Partial Termination of Development Agreements and Variances

DATE: May 27, 2015

Consider the request of Wendy Banasik, agent on behalf of Kwik Trip, Inc. for a partial termination and release from two (2) Waiver of Special Assessment Notices related to on-site and off-site improvements to STH 50 adjacent to the Prairie Ridge development that will be paid off prior to recording said releases for Tax Parcel Number 91-4-122-081-0105 (Outlot 18 of Prairie Ridge Subdivision), which is located at the northwest corner of 88<sup>th</sup> Avenue and 76<sup>th</sup> Street.

**The Village staff recommends approval of the Partial Terminations as referenced below and recommends that the Village President and Clerk be authorized to execute the documents subject to verification of the payment in full of the STH Reconstruction Special Assessments due on the property.**

1. Memorandum of Understanding and Waiver of Special Assessment dated May 24, 1999 and recorded in the Kenosha County Register of Deeds office on November 11, 20079 as Document No. 1539378. (Title Commitment #22).
2. Agreement and Waiver of Special Assessment dated February 4, 2014 and recorded in the Kenosha County Register of Deeds office on February 10, 2014 as Document No. 1720813. (Title Commitment #10).

PARTIAL TERMINATION OF AGREEMENT

DOCUMENT NO.

THIS PARTIAL TERMINATION OF AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by the Village of Pleasant Prairie, a Wisconsin municipal corporation, ("Village").

A. August 13, 2007, the Village and V.K. Development Corporation ("Developer"), entered into a Memorandum of Understanding and Waiver of Special Assessment Notices and Hearing Under Section 66.0703, Wisconsin Statutes, which was recorded with the Kenosha County Register of Deeds Office on November 9, 2007 as Document No. 1539378 ( the " Agreement") affecting certain real property located in Kenosha County, Wisconsin, which includes the real estate more particularly described on **Exhibit A** attached hereto and made a part hereof (the"Property"), as well as other property not subject to this Partial Termination of Agreement. .

B. SB1 Pleasant Prairie WI, L.L.C., a Delaware limited liability company, now owns the Property.

C. All of Developer's required public improvement obligations under the Agreement with respect to the Property have been fulfilled and all amounts due thereunder have been paid or discharged.

D. The Village desires by this instrument to cause a notice of the termination of the Agreement with respect to the Property to be set forth in the public record.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Village declares, covenants and agrees that all obligations of Developer under the Agreement with respect to the Property have been satisfied in their entirety and all amounts due thereunder have been paid or discharged and the Agreement is of no further force or effect whatsoever with respect to the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Parcel Identification Number  
91-4-122-081-0105

IN WITNESS WHEREOF, the Village hereto has executed this Agreement as of the date first written above.

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

By: \_\_\_\_\_  
Name: Jane M. Romanowski  
Its: Village Clerk

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF KENOSHA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 in Pleasant Prairie, WI, by John P. Steinbrink, the Village President and Jane M. Romanowski, the Village Clerk of Village of Pleasant Prairie, for and on behalf thereof.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Kenosha County, WI Notary Public  
My commission expires: \_\_\_\_\_

This Instrument Drafted by:  
Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, SC  
6301 Green Bay Road  
Kenosha, WI 53142  
(262) 657-3500



**Exhibit A**

**Outlot 18 in Prairie Ridge, being a subdivision of part of the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Northwest Quarter; the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Northeast Quarter; the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Southwest Quarter; and the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.**

**Tax Key No. 91-4-122-081-0105**

#22

**Memorandum of Understanding and Waiver of Special  
Assessment Notices and Hearing Under Section  
66.0703, Wisconsin Statutes**

Document Title Above

27-



DOCUMENT

1539378

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principle, Register of Deeds  
on 11/09/2007 at 4:27PM  
70054346 \$27.00

JANK

REGDEED

Return to Name and Address Below:

Village of Pleasant Prairie

9915 39<sup>th</sup> Avenue

Pleasant Prairie, WI 53158

91-4-122-081-0131

91-4-122-081-0105

91-4-122-081-0200

91-4-122-081-0210

91-4-122-081-0221

Parcel ID Number(s)

**MEMORANDUM OF UNDERSTANDING  
AND WAIVER OF SPECIAL ASSESSMENT  
NOTICES AND HEARING UNDER SECTION  
66.0703, WISCONSIN STATUTES**

**Return to:**

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

**Tax Parcel Numbers:**

91-4-122-081-0131  
91-4-122-081-0105  
91-4-122-081-0200  
91-4-122-081-0210  
91-4-122-081-0221

**THIS MEMORANDUM OF UNDERSTANDING AND WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER SECTION 66.0703, WISCONSIN STATUTES** (the "Memorandum") is made by the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158, and **V.K. Development Corporation**, ("the Developer"), a Wisconsin Corporation with a business address of 19275 W. Capitol Drive, Brookfield, WI 53045 regarding the State Trunk Highway 50 ("STH 50") Phase 3 Transportation Improvements.

**WITNESSETH:**

**WHEREAS**, the Village and the Wisconsin Department of Transportation ("WI DOT") have entered into a Memorandum of Understanding dated as of the 13<sup>th</sup> day of August, 2007 (the "WI DOT MOU"), which summarizes the current and future STH 50 Transportation Improvements Agreement between the Village and WI DOT for the developable land within the Prairie Ridge Development located south of STH 50 and between 88<sup>th</sup> and 104<sup>th</sup> Avenues in the Village.

**WHEREAS**, pursuant to the terms of the WI DOT MOU, the STH 50 Transportation Improvements are divided into Phase 1, Phase 2, and Phase 3 Improvements as defined in the WI DOT MOU.

**WHEREAS**, the Developer, the Village, GB-MA Pleasant Prairie, LLC, and Target Corporation have entered into a Development Agreement dated as of August 13, 2007 (the "Development Agreement") which details the construction activities, responsibilities and obligations of Developer for the Phase 1 and Phase 2 Improvements as described in the Development Agreement relating to the development of that certain real property located within the Village, the legal description of which is attached to the Development Agreement and incorporated herein by reference (the "On-Site Parcel(s)").

**WHEREAS**, the Developer is the owner of that certain real property being approximately thirty-six (36) acres located in the Village and more particularly described in the attached **Exhibit A** (the "Off-Site Parcel(s)").

**WHEREAS**, the purpose of this Memorandum is to set forth the Developer's obligations for the Phase 3 Improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Developer and the Village hereby acknowledge, the Developer and the Village hereby agree as follows:

1. The Developer shall complete the construction and installation of the Phase 3 Improvements in accordance with a future development agreement to be entered into between the Developer, its successors or assigns and the Village at the time of the development of the Off-Site Parcel(s). Notwithstanding the foregoing, the Phase 3 Improvements shall not be constructed, inspected, dedicated and accepted until the earlier of: (i) 50% build out (based on the proposed number of trips as determined by ITE Trip Generation) of the Off-Site Parcel(s), or (ii) 10 years after the full build out of the On-Site Parcel(s). The Village acknowledges and agrees that Developer's cost share for the Phase 3 Improvements whenever constructed shall not exceed 50% of the total costs of the Phase 3 Improvements, including engineering design, field staking,

inspection and contract related administration, as provided in the Development Agreement. Upon payment by Developer of Developer's obligations with respect to the Phase 3 Improvements, the Village shall execute a Termination and Release of this Memorandum in recordable form terminating this Memorandum and releasing this Memorandum of record from the Off-Site Parcel(s). Developer agrees that construction of the Phase 3 Improvements shall not commence until Developer has fully paid 50% of the Updated Total Construction Costs, as defined and determined under Paragraph 2, below, including engineering design, field staking, inspection and contract related administration.

2. The Developer acknowledges and admits that the Phase 3 Improvements will specifically benefit, in part, the Off-Site Parcel(s). The Developer, in the event the Developer has not timely completed Developer's obligations with respect to the Phase 3 Improvements described in Paragraph 1, above, consents to the levying of special assessments under Section 66.0703 of the Wisconsin Statutes for 50% of the cost of the Phase 3 Improvements, as described in Paragraph 1, above, against the remaining Off-Site Parcel(s) not previously released from this Memorandum. The amount to be levied in the special assessments includes but is limited to the amounts for which the Developer is responsible under Paragraph 1 above (i.e. 50% of the costs of the Phase 3 Improvements as described in Paragraph 1). If the Developer does not timely complete its obligations as described in Paragraph 1 above, the Developer agrees the Village may immediately levy such special assessments in such amount as described herein against the remaining Off-Site Parcel(s) not previously released from this Memorandum. In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, the Developer hereby waives all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes relating solely to the levying of special assessments for the Developer's share of the costs of the Phase 3 Improvements as described in this Memorandum and only against the remaining Off-Site Parcel(s) not previously released from this Memorandum. The Developer further agrees and admits that the benefits to the Off-Site Parcel(s) from the construction of the Phase 3 Improvements is in proportion to the acreage thereof. The foregoing consent by the Developer to the levying

of special assessments and the Developer's waiver of notice and hearing under Section 66.0703(7)(b) of the Wisconsin Statutes is limited solely to the levying of special assessments relating to 50% of the costs of the Phase 3 Improvements as described herein, and is not and shall not be construed as a consent to special assessment or waiver of notice and/or hearing for a special assessment for any special assessment(s) now contemplated or contemplated in the future by the Village against any part or all of the Off-Site Parcel(s).


3. In the event the Developer wishes to sell or transfer any portion of the Off-Site Parcel(s) before the Developer has paid all of its obligations for Phase 3 Improvements in accordance with this Memorandum, the Developer shall apply to the Village for a release of such portion from the terms of this Memorandum. The Village shall release such portion of the Off-Site Parcel(s) from the terms of this Memorandum; but only if the Developer provides to the Village, as determined by the Developer, either (i) a letter of credit in a form satisfactory to the Village, in its sole discretion, or (ii) an escrow deposit. The amount of the letter of credit or escrow deposit to be provided by the Developer under this Memorandum shall be determined by taking fifty percent (50.00%) of the total Updated Estimated Construction Costs of the Phase 3 Improvements, as defined below, divided by the latest known total assessed value of the Off-Site Parcel (s) which have not been developed by that time, multiplied by the latest known assessed value of the Off-Site Parcel(s) being sold or transferred by Developer. The Developer and the Village hereby acknowledge and agree that the construction costs for the Phase 3 Improvements attached hereto as **Exhibit B** show the estimated construction costs for the Phase 3 Improvements if such Phase 3 Improvements were currently constructed. In determining the amount of the letter of credit or escrow deposit described in this Paragraph 2, the estimated construction costs shown in **Exhibit B** shall be updated by the Developer at the time of the sale or transfer of all or a part of the Off-Site Parcel(s) (the "Updated Estimated Construction Costs") for use in determining the amount of the letter of credit or escrow deposit as provided herein. The Village shall, upon receipt of the Letter of Credit or escrow deposit from Developer execute and provide to the Developer a Termination and Release of this Memorandum in recordable form


terminating and releasing those portions of the Off-Site Parcel(s) being sold or transferred by the Developer upon which such letter of credit or escrow deposit is based.

4. UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS CONTAINED IN THIS MEMORANDUM SHALL HAVE THE MEANING SET FORTH IN THE DEVELOPMENT AGREEMENT.
5. The obligations under this Memorandum and the Waiver of Special Assessment Notices and Hearing under Section 66.0703 of the Wisconsin Statutes are obligations which run with the Off-Site Parcel(s) until released as provided herein, and shall be binding upon the Developer, its successors, assigns, and future owners of all or part of the Off-Site Parcel(s) unless and until such Off-Site Parcel(s) is released from this Memorandum as provided herein.

**IN WITNESS WHEREOF**, the Developer and the Village have caused this Memorandum to be signed and dated as of this 13th day of August, 2007.

**VILLAGE OF PLEASANT PRAIRIE**

By:   
John P. Steinbrink  
Village President

ATTEST:  
By:   
Jane Romanowski  
Village Clerk

**V.K. DEVELOPMENT CORPORATION**

By:   
Vincent Kuttemperoor  
President

By:   
Ajay Kuttemperoor  
Vice President

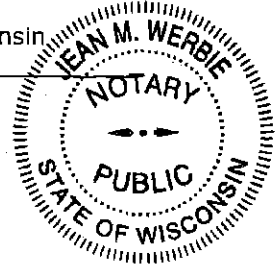
*[Notary Seal/Signatures Appear on the Next Page]*

STATE OF WISCONSIN    )  
                                  )SS  
KENOSHA COUNTY        )

This Agreement was acknowledged before me this 13<sup>th</sup> day of August, 2007 by **John P. Steinbrink, Village President, and Jane M. Romanowski, Village Clerk**, of the Village of Pleasant Prairie.

*Jean M. Werbie*

Print Name: Jean M. Werbie  
Notary Public: Kenosha County, State of Wisconsin  
My Commission Expires: 1-17-2010

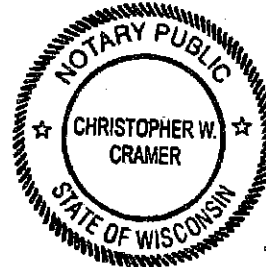


STATE OF WISCONSIN    )  
                                  )SS:  
WAUKESHA COUNTY      )

This Agreement was acknowledged before me this 13<sup>th</sup> day of August, 2007 by **Vincent Kuttemperoor, President and Ajay Kuttemperoor, Vice President of V.K. Development Corporation**.

*Christopher W. Cramer*

Print Name: Christopher W. Cramer  
Notary Public: Waukesha County, State of Wisconsin  
My Commission is permanent



**This Memorandum Agreement Drafted by:**

Christopher W. Cramer, Esq.  
V.K. Development Corporation  
19275 W. Capitol Drive, #100  
Brookfield, WI 53045 and

Thomas Camilli  
Godin Geraghty and Puntillo  
Green Bay Road  
Kenosha, Wisconsin 53142



**EXHIBIT A**

Parcel 1:

Parcel 1 of Certified Survey Map No. 2175 recorded in the Kenosha County Register of Deeds office on March 1, 2000 as Document No. 1174606, being a redivision of Outlot 17 in Prairie Ridge, a recorded subdivision being part of the Northeast  $\frac{1}{4}$  of Section 8, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 2:

Outlot 18 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast  $\frac{1}{4}$  of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 3:

Outlot 20 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast  $\frac{1}{4}$  of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 4:

Outlot 21 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast  $\frac{1}{4}$  of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 5:

Outlot 22 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast  $\frac{1}{4}$  of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, **EXCEPTING THEREFROM:** Parcel 1 of Certified Survey Map No. 2063, recorded in the Kenosha County Register of Deeds office on September 21, 1998 as Document No. 1113314, being a redivision of part of Outlot 22 of Prairie Ridge, a recorded subdivision in Section 8 and being a part of the Southwest  $\frac{1}{4}$  and Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**EXHIBIT B**

Estimated Current Construction Costs: \$3,000,000.00\*  
Developer Responsibility of Estimated Current Construction Costs: \$1,500,000.00

Any assessment against Developer pursuant to this Memorandum shall be based upon the percentages specified below:

**Village of Pleasant Prairie  
Special Assessments for STH 50 Improvements  
\$1,500,000.00 (Developer's Share)**

Parcel	Parcel Identification	2007 Assessed Value	Pct.	Assessment (50% Current Costs)
1	91-4-122-081-0131	\$1,733,700	20.19%	\$302,850.00
2	91-4-122-081-0105	\$940,900	10.96%	\$164,400.00
3	91-4-122-081-0200	\$1,934,700	22.54%	\$338,100.00
4	91-4-122-081-0210	\$919,300	10.71%	\$160,650.00
5	91-4-122-081-0221	\$3,056,200	35.60%	\$534,000.00
Total		\$8,584,800	100.00%	\$1,500,000.00

\* Estimated Current Construction Costs are the total estimated costs agreed upon by Developer and the Village based upon an estimate prepared by Graef Anhalt Schloemer and Associates on July 18, 2007.

PARTIAL TERMINATION OF AGREEMENT

DOCUMENT NO.

THIS PARTIAL TERMINATION OF AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by the Village of Pleasant Prairie, a Wisconsin municipal corporation, (“Village”).

A. On February 4, 2014, the Village and SB1 Pleasant Prairie WI, L.L.C. (“Developer”), entered into an Agreement and Waiver of Special Assessment Notice and Hearing Under Section 66.0703, Wisconsin Statutes which was recorded in the Kenosha County Register of Deeds Office on February 10, 2014 as Document No. 1720813; together with an Affidavit of Correction dated February 20, 2014 and recorded with the Kenosha County Register of Deeds Office on February 20, 2014 as Document No. 1721442, to correct the parcel numbers; and together with a Partial Termination of Agreement recorded (as to Outlot 18) in the Kenosha County Register of Deeds Office on October 16, 2014 as Document No. 1735986 (collectively the “Agreement”) affecting certain real property located in Kenosha County, Wisconsin, which includes the real estate more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Property”), as well as other property not subject to this Partial Termination of Agreement.

B. SB1 Pleasant Prairie WI, L.L.C., a Delaware limited liability company, now owns the Property.

C. All of Developer’s required public improvement obligations under the Agreement with respect to the Property have been fulfilled and all amounts due thereunder have been paid or discharged.

D. The Village desires by this instrument to cause a notice of the termination of the Agreement with respect to the Property to be set forth in the public record.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Village declares, covenants and agrees that all obligations of Developer under the Agreement with respect to the Property have been satisfied in their entirety and all amounts due thereunder have been paid or discharged and the Agreement is of no further force or effect whatsoever with respect to the Property.

[SIGNATURES ON FOLLOWING PAGE]

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Parcel Identification Number  
91-4-122-081-0105

IN WITNESS WHEREOF, the Village hereto has executed this Agreement as of the date first written above.

VILLAGE OF PLEASANT PRAIRIE

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

ATTEST:

By: \_\_\_\_\_  
Name: Jane M. Romanowski  
Its: Village Clerk

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF KENOSHA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 in Pleasant Prairie, WI, by John P. Steinbrink, the Village President and Jane M. Romanowski, the Village Clerk of Village of Pleasant Prairie, for and on behalf thereof.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Kenosha County, WI Notary Public  
My commission expires: \_\_\_\_\_

This Instrument Drafted by:  
Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, SC  
6301 Green Bay Road  
Kenosha, WI 53142  
(262) 657-3500

**Exhibit A**

**Outlot 18 in Prairie Ridge, being a subdivision of part of the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Northwest Quarter; the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Northeast Quarter; the Northeast Quarter, Northwest Quarter, Southeast Quarter and Southwest Quarter of the Southwest Quarter; and the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.**

**Tax Key No. 91-4-122-081-0105**

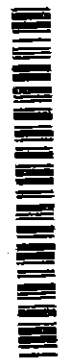
#10

Agreement & Waiver of Special  
Assessment Notices & Hearing Under  
Section 66.0703, WI Statutes

Recorder's Use Only:  
Document Number

Document Title

14



DOCUMENT  
1720813

RECORDED  
At Kenosha County, Kenosha WI 53140  
JoEllyn M. Storz, Register of Deeds  
February 16, 2014 2:33 PM  
\$38.00  
Pages 14

Recording Area

Name and Return Address

Village of Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI 53158

Parcel Identification Number (PIN)

- 92-4-122-081-0131
- 92-4-122-081-0105
- 92-4-122-081-0200
- 92-4-122-081-0210
- 92-4-122-081-0221
- 92-4-122-081-0010

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

This information must be completed by submitter: document title, name & return address and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517 WRD 12 95



AGREEMENT AND WAIVER OF SPECIAL ASSESSMENT NOTICES  
AND HEARING UNDER SECTION 66.0703, WISCONSIN STATUTES

This Agreement is dated this 4<sup>th</sup> day of February, 2014 between the VILLAGE OF PLEASANT PRAIRIE, a Wisconsin municipal corporation, (the "Village") and SB1 PLEASANT PRAIRIE, L.L.C., a Delaware limited liability company ("SB1").

RECITALS

The Village and SB1 acknowledge the following:

- A. SB1 owns five parcels of real estate located in the Village and described on Exhibit A attached hereto as Parcel 1 through Parcel 5 (individually a "Parcel" and collectively the "Parcels").
- B. The Parcels are subject to a Memorandum of Understanding and Waiver of Special Assessment Notices and Hearings under Section 66.0703 of the Wisconsin Statutes recorded November 9, 2007 as Document No. 1539378 in the Office of the Kenosha County Register of Deeds (the "Prior Agreement").
- C. The Parcels are also subject to development agreements between the Village and V.K. Development Corporation ("VK"), former owner of the Parcels and the documents listed on Exhibit B are recorded against the Parcels to evidence such agreements (collectively the "Development Agreements").
- D. The Development Agreements and the Prior Agreement provided for, among other things, certain improvements to on-site and off-site roadways at the sole cost of VK. In the event that VK had not constructed the improvements required to State Highway 50 and desired a release of these obligations for one or more Parcels, then the Prior Agreement provided a formula for securing the payment of road construction costs relating to improvements described as the Phase 3 Improvements in a Memorandum of Understanding dated as of August 13, 2007 between the Village and the Wisconsin Department of Transportation ("WISDOT").
- E. Subsequent to the date of the Development Agreements, WISDOT has committed to a major road improvement project that would reconstruct nearly 5 miles of State Highway 50, including but not limited to the work required under the Development Agreements. The Village will be required to financially participate in the project with WISDOT.
- F. The Village and SB1 desire to enter into this Agreement to reflect the change in circumstances under which the road improvement obligations under the Development Agreements will be constructed and paid for.
- E. The Village and SB1 desire to replace all obligations of VK and SB1 to construct and/or pay for roadway improvements under the Prior Agreement and the Development Agreements with the covenants and agreements set forth below:

## AGREEMENTS

In consideration of the Recitals and mutual covenants set forth below, the Village and SBI agree as follows:

1. As provided herein, SBI agrees to pay the Village \$1,602,092 (the "Road Costs") in satisfaction of all obligations under the Prior Agreement and the Development Agreements.

2. The Road Costs shall be due and payable as provided in paragraph 3 below upon the earlier of (a) the sale or transfer, whether voluntary or involuntary, of any Parcel or portion of a Parcel, (b) as a condition to the issuance of a building permit for development of a Parcel or portion of a Parcel or (c) February 4, 2024. Notwithstanding the foregoing, the Road Costs shall not be due and payable in connection with a transfer from SBI or an affiliate of SBI to an affiliate that is not for the purpose of constructing improvements on the land transferred. For purposes of this paragraph, an "affiliate" shall be any entity owned in whole or in part by the owners of the transferor.

3. Upon the sale, transfer or development of any Parcel or a portion of a Parcel ("Sale Parcel"), a payment of Road Costs calculated by multiplying the gross square footage of the Sale Parcel by \$1.45 shall be due and payable to the Village. The gross square footage of a Sale Parcel shall be determined by: (i) in the case of a platted lot, the area shown on the Final Plat of Subdivision; (ii) in the case of a Sale Parcel that is created by a certified survey map, then the area shown on the certified survey map, or (iii) if the Sale Parcel is neither a platted lot nor a lot on a certified survey map, then the area shall be established by a boundary survey of the land being sold or developed prepared by a licensed Wisconsin surveyor. Upon receipt of such payment, the Village shall release the Sale Parcel from all obligations under this Agreement by delivering a recordable release in the form attached hereto as Exhibit C (the "Release"). If the Road Costs are not paid in full prior to February 4, 2024, then the entire unpaid balance of the Road Costs shall be due and payable on February 4, 2024 and upon receipt of payment in the amount of such balance, the Village shall deliver a Release of all of the land in the Parcels that has not been previously released.

4. In the event that the entire balance of the Road Costs have not been paid on February 4, 2024, or in the event that a sale or transfer of a Parcel or a portion of a Parcel has occurred without payment of the proportionate share of the Road Costs as required under Paragraph 3 herein, then SBI agrees that the Village may immediately levy special assessments on and against the remaining Parcels, or portions thereof, not previously released from this Agreement in an amount calculated by allocating the unpaid balance of the Road Costs pro rata to the gross square footage of the unreleased portions of the Parcels and assessing the resulting amount against each respective Parcel or unreleased portion thereof. In accordance with Section 66.0703(7)(b) of the Wisconsin Statutes, SBI hereby waives all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes relating solely to the levying of special assessments for the unpaid balance of the Road Costs after February 4, 2024 as described in this Agreement and only against the remaining Parcels 1 through 5, or portions thereof, not previously released from this Agreement. SBI further agrees and admits that the benefits to the Parcels from the construction of the roadway improvements are in proportion to



the acreage thereof. The foregoing consent by SB1 to the levying of special assessments and SB1's waiver of notice and hearing under Section 66.0703(b) of the Wisconsin Statutes is limited solely to the levying of special assessments relating to the unpaid balance of the Road Costs after February 4, 2024 as described herein, and is not and shall not be construed as a consent to special assessment or waiver of notice and/or hearing for a special assessment for any special assessment(s) now contemplated or contemplated in the future by the Village against any part or all of the Parcels.

5. The obligations under this Agreement and the Waiver of Special Assessment Notices and Hearing under Section 66.0703 of the Wisconsin Statutes are obligations which run with the Parcels until released as provided herein, and shall be binding upon SB1, its successors, assigns, and future owners of all or any portion of the Parcels unless and until such Parcels or a portion thereof is released from this Agreement as provided herein.

6. The payment of the Road Costs as described in paragraph 3 above shall be the only payment or obligation due the Village relating to the Parcels and arising out of or relating to (a) the Prior Agreement, (b) the Development Agreements or (c) improvements to Highway 50 including but not limited to reconstruction of Highway 50 and the intersections of Highway 50 and 104th Avenue, 99th Avenue, 96th Avenue, 94th Avenue, 91st Avenue and 88th Avenue. The Parcels shall not be subject to any special assessments relating to the proposed WISDOT Highway 50 project other than as expressly provided in this Agreement. This Agreement shall not affect the obligation of the owners of the Parcels or portions of the Parcels to pay costs relating to improvements to be constructed on the Parcels after the date of this Agreement such as permit and review fees, utility connection fees or other costs relating to the proposed on-site improvements. The payment of Road Costs will not be a requirement of any land division.

7. SB1 acquired Parcel 6 as described on Exhibit A after the Prior Agreement. Parcel 6 is not subject to the Prior Agreement and is not subject to assessment pursuant to this Agreement. However, the Village also agrees that Parcel 6 shall not be subject to any special assessments relating to the proposed WISDOT Highway 50 project.

8. The Village declares, covenants and agrees that all obligations of VK or SB1 under the Prior Agreement and the Development Agreement with respect to the Parcels have been satisfied in their entirety and all amounts due thereunder have been paid, discharged or replaced by this Agreement and the Prior Agreement and Development Agreements are of no further force or effect whatsoever with respect to the Parcels and that the Parcels are hereby released from the Prior Agreement and the Development Agreement.

9. This Agreement may only be amended by a written amendment signed by the Village and the owner of the Parcels or portions thereof that have not been released from this Agreement

10. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Wisconsin. The parties agree that venue for any civil action hereunder shall be filed in the Circuit Court for Kenosha County, Wisconsin, even if another forum might be more convenient for one or more of the parties. In the event of any litigation between the parties, the party that substantially prevails shall be entitled to recover its

reasonable costs and attorney fees from the non-prevailing party. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect to the greatest extent permitted by law.

[Signatures on following pages]

The Village and SB1 have caused this Agreement to be signed and dated as of this <sup>4th</sup>~~3rd~~ day of February, 2024.

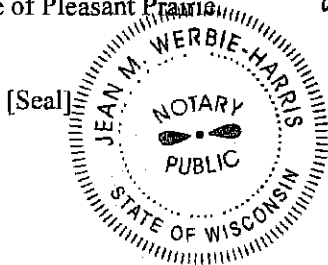
VILLAGE OF PLEASANT PRAIRIE

BY *John P. Steinbank*  
JOHN P. STEINBANK  
Village President

BY *Jane M. Romanowski*  
JANE M. ROMANOWSKI  
Village Clerk

State of Wisconsin )  
: SS  
Milwaukee County )

This instrument was acknowledged before me on the <sup>10th</sup> day of February, 2014, by *John P. Steinbank* and *Jane M. Romanowski* as President and Clerk of the Village of Pleasant Prairie.



*Jean M. Werbie-Harris*  
JEAN M. WERBIE-HARRIS  
Notary Public, State of Wisconsin  
My commission expires on 12/12/2017

SBI PLEASANT PRAIRIE, L.L.C.

BY *Richard Spinelli*  
Richard Spinelli Senior Vice President

~~CON~~ ~~WISCONSIN~~  
State of ~~Wisconsin~~ )  
~~FAIRFIELD COUNTY~~ : SS  
~~MILWAUKEE COUNTY~~ )

This instrument was acknowledged before me on the 4<sup>th</sup> day of February, 2014, by Richard Spinelli as Senior Vice President of SBI Pleasant Prairie, L.L.C.



*Deborah S. McKenna*  
Notary Public, State of ~~Wisconsin~~ Connecticut  
My commission expires on 01/31/2018  
*Deborah S. McKenna*

This instrument was drafted by:  
David M. Sanders, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 N. Water Street, Suite 1700  
Milwaukee, WI 53202

**EXHIBIT A**

Legal Description of the Parcels

Parcel 1: 92-4-122-081-0131

Parcel 1 of Certified Survey Map No. 2175 recorded in the Kenosha County Register of Deeds office on March 1, 2000 as Document No. 1174606, being a redivision of Outlot 17 in Prairie Ridge, a recorded subdivision being part of the Northeast 1/4 of Section 8, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 2: 92-4-122-081-0105

Outlot 18 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 3: 92-4-122-081-0200

Outlot 20 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 4: 92-4-122-081-0210

Outlot 21 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 5: 92-4-122-081-0221

Outlot 22 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, **EXCEPTING THEREFROM:** Parcel 1 of Certified Survey Map No. 2063, recorded in the Kenosha County Register of Deeds office on September 21, 1998 as Document No. 1113314, being a redivision of part of Outlot 22 of Prairie Ridge, a recorded subdivision in Section 8 and being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 6: 92-4-122-081-0010

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Northeast 1/4 Section; Thence South  $02^{\circ}49'58''$  East and along the East line of the said Northeast 1/4 Section, 264.00 feet to a point; Thence South  $89^{\circ}46'36''$  West and parallel to the North line of the said Northeast 1/4 Section, 60.06 feet to a point on the West Right-of-Way line of "88th Avenue" (C.T.H. "H") and the place of beginning of lands hereinafter described:

Continuing thence South  $89^{\circ}46'36''$  West and along the North line of Outlot 18 of "Prairie Ridge" (A Subdivision Plat of Record) and being parallel to the said North line of the said Northeast 1/4 Section, 269.94 feet to a point; Thence North  $02^{\circ}49'58''$  West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast 1/4 Section, 95.19 feet to a point on the South Right-of-Way line of "75th Street" (S.T.H. "50"); Thence North  $87^{\circ}24'45''$  East and along the said South Right-of-Way line, 70.97 feet to a point; Thence South  $74^{\circ}02'18''$  East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said "88th Avenue" (C.T.H. "H"); Thence south  $02^{\circ}49'58''$  East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast 1/4 Section, 39.56 feet to the point of beginning of this description.

Said Parcel contains 20,537 S.F. (or 0.4715 Acres) of land, more or less.

# New Parcels

## EXHIBIT A

### Legal Description of the Parcels

Parcel 1: 91-4-122-081-0131

Parcel 1 of Certified Survey Map No. 2175 recorded in the Kenosha County Register of Deeds office on March 1, 2000 as Document No. 1174606, being a redivision of Outlot 17 in Prairie Ridge, a recorded subdivision being part of the Northeast 1/4 of Section 8, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 2: 91-4-122-081-0105

Outlot 18 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 3: 91-4-122-081-0200

Outlot 20 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 4: 91-4-122-081-0210

Outlot 21 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel 5: 91-4-122-081-0221

Outlot 22 of Prairie Ridge, a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, **EXCEPTING THEREFROM:** Parcel 1 of Certified Survey Map No. 2063, recorded in the Kenosha County Register of Deeds office on September 21, 1998 as Document No. 1113314, being a redivision of part of Outlot 22 of Prairie Ridge, a recorded subdivision in Section 8 and being a part of the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

# New Parcels

Parcel 6: 91-4-122-081-0010

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Northeast 1/4 Section; Thence South  $02^{\circ}49'58''$  East and along the East line of the said Northeast 1/4 Section, 264.00 feet to a point; Thence South  $89^{\circ}46'36''$  West and parallel to the North line of the said Northeast 1/4 Section, 60.06 feet to a point on the West Right-of-Way line of "88th Avenue" (C.T.H. "H") and the place of beginning of lands hereinafter described:

Continuing thence South  $89^{\circ}46'36''$  West and along the North line of Outlot 18 of "Prairie Ridge" (A Subdivision Plat of Record) and being parallel to the said North line of the said Northeast 1/4 Section, 269.94 feet to a point; Thence North  $02^{\circ}49'58''$  West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast 1/4 Section, 95.19 feet to a point on the South Right-of-Way line of "75th Street" (S.T.H. "50"); Thence North  $87^{\circ}24'45''$  East and along the said South Right-of-Way line, 70.97 feet to a point; Thence South  $74^{\circ}02'18''$  East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said "88th Avenue" (C.T.H. "H"); Thence south  $02^{\circ}49'58''$  East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast 1/4 Section, 39.56 feet to the point of beginning of this description.

Said Parcel contains 20,537 S.F. (or 0.4715 Acres) of land, more or less.



**EXHIBIT B**

**Development Agreements**

1. Memorandum of Agreement recorded November 4, 1997 as Document No. 1075619, and the Interim Development Agreement referred to therein.
2. Variance Grant Document No. 97-09 recorded February 10, 1998 on Document No. 1085138.
3. Memorandum of Development Agreement recorded September 18, 1996 as Document No. 1035830 and the Development Agreement referred to therein.
4. Memorandum of Development Agreement recorded March 12, 1998 as Document No. 1088728 and the Development Agreement referred to therein.

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**EXHIBIT C**

Partial Termination of Agreement Form

(See Attached)



PARTIAL TERMINATION OF AGREEMENT

DOCUMENT NO.

THIS PARTIAL TERMINATION OF AGREEMENT is made as of the 14th day of October, 2014, by the Village of Pleasant Prairie, a Wisconsin municipal corporation, ("Village").

A. On February 4, 2014, the Village and SB1 Pleasant Prairie, L.L.C., a Delaware limited liability company ("SB1"), entered into an Agreement and Waiver of Special Assessment Notices and Hearing affecting certain real property located in Kenosha County, Wisconsin, and recorded on February 10, 2014, with the Kenosha County Register of Deeds as Document No. 1720813, as corrected by Affidavit of Correction recorded February 20, 2014 as Document No. 1721442 (collectively, the "Agreement").

B. All of SB1's required obligations under the Agreement with respect to the property described on Exhibit A attached hereto (the "Property") have been fulfilled and all amounts due thereunder have been paid or discharged.

C. The Village desires by this instrument to cause a notice of the termination of the Agreement with respect to the Property to be set forth in the public record.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Village declares, covenants and agrees that all obligations of SB1 under the Agreement with respect to the Property have been satisfied in their entirety and all amounts due thereunder have been paid or discharged and the Agreement is of no further force or effect whatsoever with respect to the Property. This Termination fully satisfies the obligations of SB1 under the Agreement only as to the Property described on the attached Exhibit A and does not discharge, release or terminate any other obligations of SB1 as to any other real estate encompassed by the Agreement and not expressly referenced on the attached Exhibit A.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



DOCUMENT

1735986

RECORDED  
At Kenosha County, Kenosha WI 53140  
JoEllyn N. Storz, Register of Deeds  
October 16, 2014 2:14 PM  
\$30.00  
Pages 3

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

David M. Sanders  
Reinhart Boerner Van Deuren  
1000 N. Water Street, Suite 1700  
Milwaukee, WI 53202

3

See Exhibit A

Parcel Identification Number

IN WITNESS WHEREOF, the Village hereto has executed this Partial Termination as of the date first written above.

VILLAGE OF PLEASANT PRAIRIE

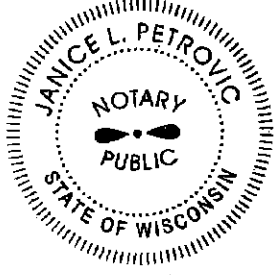
By: John P. Steinbrink  
John P. Steinbrink, Village President

By: Jane M. Romanowski  
Jane M. Romanowski, Village Clerk

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF KENOSHA )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2014, in Pleasant Prairie, Wisconsin, by John P. Steinbrink, the Village President and Jane M. Romanowski, the Village Clerk of the Village of Pleasant Prairie, for and on behalf thereof.

Janice L. Petrovic  
Print Name: JANICE L. PETROVIC  
Kenosha County, WI Notary Public  
My commission expires: 3-8-15



This Instrument Drafted by:  
Jean M. Werbie-Harris  
Community Development Director  
Village Planner and Zoning Administrator  
Village of Pleasant Prairie  
9915 39th Avenue  
Pleasant Prairie, WI 53158

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel I:**

Outlots 18, 20, 21 and 22 except that part described in Certified Survey Map No. 2063, recorded as Document No. 1113314, in *Prairie Ridge*, being a subdivision recorded in the Kenosha County Register of Deeds office on March 12, 1998, as Document No. 1088727, being a part of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**Parcel II:**

Lot 2 of Certified Survey Map No. 2744 recorded February 28, 2014 as Document No. 1721909, being a redivision of Parcel 1 of Certified Survey Map No. 2175, being part of the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

**PINS:**

91-4-122-081-0105

91-4-122-081-0200

91-4-122-081-0210

91-4-122-081-0221

Part of 91-4-122-081-0131