PLEASANT PRAIRIE PLAN COMMISSION MEETING VILLAGE HALL AUDITORIUM 9915 39th AVENUE PLEASANT PRAIRIE, WISCONSIN 6:00 P.M. OCTOBER 14, 2019 AGENDA

- 1. Call to Order.
- 2. Roll Call.
- 3. Consider approval of the September 9, 2019 Plan Commission meeting minutes.
- 4. Correspondence.
- 5. Citizen Comments.
- 6. New Business:
 - A. **PUBLIC HEARING AND CONSIDERATION OF A REVISED CONCEPTUAL PLAN** for the request of Dan Szczap of Bear Development LLC, for the development of a 41 single family lot subdivision to be known as Creekside Terrace to be located on the remaining vacant land located north of the existing Creekside Crossing development.
 - B. **PUBLIC HEARING AND CONSIDERATION OF A MASTER CONCEPTUAL PLAN** at the request of Kevin Vernick on behalf of MEV PP, LLC for a 4,000 square foot Sherwin Williams store to be constructed on a new 1.27 acre lot within the Prairie Ridge development generally located between 76th Street and Prairie Ridge Boulevard, east of 91st Avenue in the Village of Pleasant Prairie.
 - C. Consider the request of Thomas Peterson for approval of a Lot Line Adjustment between the properties located 4063 91st Street and 9118 39th Avenue owned by Carol Hovey.
 - D. Consider **Plan Commission Resolution #19-14** to initiate a zoning text amendment to correct the 118th Avenue and STH 50 Planned Unit Development Ordinance.
- 7. Adjourn.

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

PLEASANT PRAIRIE PLAN COMMISSION MEETING VILLAGE HALL AUDITORIUM 9915 39TH AVENUE PLEASANT PRAIRIE, WISCONSIN 6:00 P.M. September 9, 2019

A meeting for the Pleasant Prairie Plan Commission convened at 6:00 p.m. on September 9, 2019. Those in attendance were Michael Serpe; Mike Pollocoff; Wayne Koessl; Judy Juliana; Bill Stoebig; and John Skalbeck. Deb Skarda; (Alternative #1) and Brock Williamson (Alternate #2) were excused. Also in attendance were Nathan Thiel, Village Administrator; Tom Shircel, Assistant Village Administrator; Jean Werbie-Harris, Community Development Director; Peggy Herrick, Assistant Village Planner and Zoning Administrator; and Aaron Kramer, Deputy Planner and Zoning Administrator.

1. CALL TO ORDER.

2. ROLL CALL.

3. CONSIDER APPROVAL OF THE AUGUST 12 AND 26, 2019 PLAN COMMISSION MEETING MINUTES.

Judy Juliana:

Move to approve.

Wayne Koessl:

Second.

Michael Serpe:

MOTION MADE BY JUDY JULIANA AND SECONDED BY WAYNE KOESSL FOR AUGUST 12TH AND 26TH APPROVAL. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

4. CORRESPONDENCE.

5. CITIZEN COMMENTS.

Michael Serpe:

We have five items here that are public hearing. You can hold your comment until that item is called. If anybody wishes to speak on any other item now is your opportunity to talk. Anybody wishing to speak? Anybody wishing to speak? We'll close citizens' comments.

6. **NEW BUSINESS:**

Michael Serpe:

Items A and B will be taken together. Separate actions will be taken.

- A. PUBLIC HEARING AND CONSIDERATION APPROVAL OF PLAN COMMISSION RESOLUTION #19-10 for the request Matt Carey, P.E. with Pinnacle Engineering Group, agent for the Route 165, LLC owner of the property located at 12100 Uline Place to amend the Village 2035 Land Use Plan Map 9.9 to correct and change the location of the 100-year floodplain on the property to reflect the final approval obtained from the Federal Emergency Management Agency related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property; and to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.
- B. PUBLIC HEARING AND CONSIDERATION OF ZONING MAP AND TEXT AMENDMENTS for the request Matt Carey, P.E. with Pinnacle Engineering Group, agent for the Route 165, LLC owner of the property located at 12100 Uline Place. Specifically, to amend Section 420-131 I of the Zoning Ordinance to reference the March 21, 2019 Federal Emergency Management Agency approval related to the Floodplain Boundary Adjustment on the Uline Headquarters Office (H2) property; and to amend the Zoning Map to correctly rezone the location of the 100-year floodplain into the FPO, Floodplain Overlay District on said property.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and audience, Item A is public hearing and consideration of approval of Plan Commission Resolution #19-10 for the request Matt Carey, P.E. with Pinnacle Engineering Group, agent for Route 165, LLC, owner of the property located at 12100 Uline Place to amend the Village 2035 Land Use Plan Map 9.9 to correct and change the location of the 100-year floodplain on the property to reflect the final approval obtained from the Federal Emergency Management Agency related to the Floodplain Boundary Adjustment on the Uline Headquarters Office H2 property; and to update Appendix 10-3 of the Village of Pleasant Prairie 2035 Comprehensive Plan to reflect the above noted changes to the Land Use Plan Map 9.9.

And then Item B is the public hearing and consideration of the Zoning Map and Text Amendments at the same request of Matt Carey for the same owner at 12100 Uline Place. This is to specifically amend Section 420-131 I of the Zoning Ordinance to reference the March 21, 2019 FEMA approval related to the Floodplain Boundary Adjustment on the Uline Headquarters Office H2 property; to amend the Zoning Map to correctly rezone the location of the 100-year floodplain into the FPO, Floodplain Overlay District on the property.

As indicated, these items are related and will be presented at the same time with separate actions being required.

On August 17, 2015, the Board approved Resolution #15-27 related to the floodplain boundary adjustment to remove 23,519 cubic yards of land from the Des Plaines River UT1E 100-year floodplain and to create 4,963 cubic yards of 100-year floodplain to compensate for the 100-year floodplain being filled. This is was for the construction of the office building and site improvements on a 28 acre site for the Uline headquarters office building H2 located at 12100 Uline Place.

In accordance with Resolution #15-27, upon completion of the floodplain boundary adjustment an as-built survey and calculations were submitted to FEMA to verify the compliance with the design plans. On March 21, 2019, FEMA approved and issued a Letter of Map Revision known s a LOMR, Case Number 18-05-1772P as effective August 9, 2019.

In accordance with Resolution #15-27, upon approval of the floodplain boundary adjustment the petitioner shall file an application to correct and amend the Village 2035 Land Use Plan Map 9.9, the Zoning Ordinance and the Zoning Map to reflect the amended floodplain. And that is what they have completed. These items as shown on the screen are being presented for public hearing this evening, and this is a matter for public hearing. There's representation here from Uline if you have any questions. Again, sometimes there's somewhat of a time delay from when a project gets completed and we get the final approvals from FEMA. And this wraps up all of the entitlement processes for the development.

Michael Serpe:

Item A and B are a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak? Petitioner have anything to add? Nothing, okay. We'll close the public hearing and open it up to comments and questions from the Commission.

Mike Pollocoff:

I'd move to adopt Resolution, the first one 19-10 to amend the Comprehensive Plan and send a favorable recommendation to the Village Board to correct the Land Use Plan Map and update Appendix 10.3

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY MIKE POLLOCOFF AND SECONDED BY JUDY JULIANA FOR APPROVAL OF RESOLUTION 19-10. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Item B, what's your pleasure?

Wayne Koessl:

Mr. Chairman, I move approval of the Plan Commission to send a favorable recommendation to the Village Board to correct and amend the Zoning Map to rezone the 100-year floodplain as amended into the FPO, Floodplain Overlay District, and to amend Section 420-131 I of the Zoning Ordinance to reference the March 21, 2019 FEMA approval related to the floodplain boundary adjustment as presented in the September 9, 2019 staff report.

John Skalbeck:

Second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECONDED BY JOHN SKALBECK FOR APPROVAL OF THE ZONING MAP AND TEXT AMENDMENT. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

C. PUBLIC HEARING AND CONSIDERATION OF A ZONING TEXT AMENDMENT for the request of Caroline Brzezinski, agent on behalf of Breeze Terrace LLC to amend the Breeze Terrace Apartments Plan Unit Development Ordinance to correct the side building setback requirement for Building C to match the approved Residential Development Plans.

Peggy Herrick:

This is a Zoning Text Amendment for the request of Caroline Brzezinski, agent on behalf of Breeze Terrace, LLC, to amend the Breeze Terrace Apartments Plan Unit Development Ordinance to correct the side building setback requirement for Building C to match the approved residential plans.

On August 20, 2018, the Village Board approved the Breeze Terrace Planned Unit Development Ordinance which included the Residential Development Plans for the development. As a result of the revisions made to the 19 unit building, as you may recall Plan Commission required that they add attached garages to this building which is Building C located on the north side of the development. On the overhead you can see where Building C is. As a result of that adding of those garages, Building 3 is 35.88 feet from the side or the north property line. The PUD Ordinance did not correctly reflect this plan change and, therefore, the PUD Ordinance as proposed does not match the approved residential development plans.

Therefore, staff is recommending that subsection d (iv) (4) related to building setback is proposed to be corrected to read: Side and rear setback: 50 feet minimum, except for Building C which shall be setback a minimum of 35 feet from the side property line. In addition, there is a typo being corrected in subsection c (xxiii) to correct the word that which should be than. This is a public hearing. If you have further questions I can certainly answer those.

Michael Serpe:

This is a matter for public hearing. Anybody wishing to speak? Anybody wishing to speak. We'll close the public hearing and open it up to comments from the Commission.

Wayne Koessl:

Mr. Chairman, I'd move that the Plan Commission send a favorable recommendation to the Village Board to approve the Zoning Text Amendment as presented at the Village staff report of September 9, 2019.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECONDED BY JUDY JULIANA FOR APPROVAL OF THE ZONING TEXT AMENDMENT. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you.

D. PUBLIC HEARING AND CONSIDERATION OF A CONDITIONAL USE PERMIT INCLUDING SITE AND OPERATIONAL PLAN, DIGITAL SECURITY IMAGING SYSTEM AGREEMENT AND ACCESS EASEMENT for the request of David Aul on behalf of Pleasant Prairie Animal Hospital to occupy the existing

building located at 8989 74th Street for a veterinary office that will provide wellness, dental, medical and surgical needs.

Aaron Kramer:

This is a public hearing and consideration of Conditional Use Permit including Site and Operational Plan, Digital Security Imaging System Agreement and Access Easement for the request of David Aul on behalf of the Pleasant Prairie Animal Hospital to occupy the existing building located at 8989 74th Street for a veterinary office that will provide wellness, dental, medical and surgical needs.

There are several findings of facts in this report. And that is:

- 1. The petitioner is requesting approval of a Conditional Use Permit with a Site and Operational Plans to occupy the existing vacant 8,900 square foot building formerly occupied by Care Animal Hospital located at 8989 74th Street for a new veterinary office known as Pleasant Prairie Animal Hospital.
- 2. The subject property is known as Lot 2 in the Certified Survey Map 1981 and located in a part of the Southeast One-Quarter of U.S. Public Land Survey Section 5, also known as the Tax Parcel Number 91-4-122-054-0252.
- 3. The current zoning of this property is I-1 in the Institutional District. A veterinarian clinic and hospital is allowed within the I-1 District with approval of a Conditional Use Permit. On February 3, 1998, the Village Zoning Board of Appeals granted a variance, Variance Grant #98-01, to allow for reduced setbacks for the construction of the building to include 45 foot side setbacks, a 65 foot street setback from the adjacent to Highway 50, and a 40 foot setback from 74th Street to the north.
- 4. This facility will not provide general boarding, daycare or grooming services. Dogs will be walked in the fenced yard on the north side of the building as needed. Controlled substances will be stored in a locked cabinet with a security camera covering it at all times. There will be no pet cremation on site. Deceased animals will be removed from the property and disposed of by a third party.
- 5. The building was originally built as a veterinarian office; therefore, no building modifications are proposed.
- 6. The veterinarian clinic is proposed to operate between the hours of 7:00 a.m. and 9:00 p.m. and requests to be open for emergency services for up to 24-hours per day only on an on-call basis.
- 7. This is a start-up business that will initially employ only one doctor with three to four supporting staff. As the business grows, the number of employees is anticipated to range from three to fifteen full-time employees and two to ten part-time employees. It is anticipated that there could be up to four doctors and twelve support staff on the site at any one time.

- 8. Pursuant to the Village Zoning Ordinance, the minimum required parking spaces for a veterinary clinic is four spaces for every doctor, four doctors resulting in 16 parking spaces, plus one space for every employee and plus the required number of handicapped spaces as required by the State Code. The minimum number of parking spaces required for the anticipated growth is 29 parking spaces including the one handicapped accessible space. The existing site provides 30 parking spaces including the one handicapped accessible parking space. At the time the facility is going to start there's only going to be one doctors, so it is anticipated that there will be plenty of parking available on site for this business.
- 9. The anticipated occupancy of this facility is fall 2019.
- 10. In order to help provide a safe and secure site, a Digital Security Imaging System, DSIS system, is required to be installed on site. This system is required to be connected to the Village Police Department's network via an internet connection. The site shall also be adequately lit to help provide security onsite without causing lighting issues for the adjacent residential properties.
- 11. Notices were sent to adjacent property owners via regular mail on August 22, 2019 and notices were published in the *Kenosha News* on August 26 and September 2. 2019.
- 12. According to the Village Zoning Ordinance, the Plan Commission shall not approve a Conditional Use Permit unless they find after viewing the findings of fact and the application and related materials and information presented at the public hearing, that the project as planned will not violate the intent and purpose of all Village Ordinances and meet the minimum standards for granting of a Conditional Use Permit. Furthermore, pursuant to Article IX of the Village Zoning Ordinance, the Plan Commission shall not approve any Site and Operational Plan application without finding in the decision that the applicable Village ordinance requirements and that all other applicable Federal, State or local requirements relating to land use, buildings, development control, land division, environmental protection, sewer and water service, storm water management, streets and highways and fire protection.

At this time the Village staff has determined that based upon the foregoing information presented in the application, at the public hearing and the memorandum from the Fire and Rescue Department, that this project meets the following standards for granting a Conditional Use Permit and Site and Operational Plan Approval.

Jean Werbie-Harris:

And if I could just add two things just a point to clarify. The square footage of this existing building is 4,980 square feet. And then one other comment, as noted in paragraph 8 of the memo, that no on street parking is allowed on the adjacent streets, and the office shall not expand past its parking requirements. Each year the business license is renewed. Updated employment information shall be provided on a renewal application to reflect the accurate doctor and employee total in order to have an evaluation of the parking and adequate parking onsite. So with that we would like to continue the public hearing at this time.

Michael Serpe:

This is a matter for public hearing. Anybody wishing to speak? Yes, sir? Name and address for the record please.

Russ Brewer:

My name is Russ Brewer. Address is 10990 192nd Avenue, Bristol, Wisconsin, partner, owner of Care Animal Hospital of Pleasant Prairie. I find it kind of ironic that I'm here this evening. Almost 20 years ago I was here introducing Care Animal Hospital of Pleasant Prairie for 8989 74th Street. We outgrew our place, and you guys -- we were here just a couple years, and you guys authorized us to move forward with the new building project.

We have grown to a seven doctor practice, and I guess in sitting back and realizing and looking at the demographics of the area and the well planned out community that you all have had the foresight to lay down, I would like to offer our opinion that we don't feel that there's room for another general practice right in that location. My wife and I were talking about this, and it's kind of like would we need another gas station at the corner of H and 50? We've got Dr. Regner's office just down the other end of the block, and our office. And then the Village also has Prairie Side which is moving into a new facility on 39th.

There are 20,000 people in Pleasant Prairie. The stats as far as the industry goes is that you need about 4,000 people, population per veterinarian. There are current 12 veterinarians in Pleasant Prairie. So we're pulling people from Kenosha, Winthrop Harbor, Beach Park, and Racine. We even get some people that come in from the county. I'm not saying that there's not room for expansion of the veterinarian industry inside the Kenosha County area because there's almost 170,000 people that live in Kenosha County. Most of those live this side of the interstate. It's just that this particular location is saturated. That's our opinion.

And to the standpoint that certainly we could use an emergency clinic, certainly we could use a specialty practice, but another general practice would seem to be like another mattress store. I don't know that we need more. You guys have exercised a lot of local control over the years and its evidence. We moved here in 2000, and I can't help but drive through the community and see the foresight that you guys have had planned out. It's an easy community to navigate through. And the standards of building have escalated over the years. It's a beautiful community that you've laid out. And I just would hope that we continue to lay that out. I don't like to see vacant buildings either. But I do like to see buildings that are going to be there long lasting and add to the community as well. Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else wishing to speak?

Jean Werbie-Harris:

Maybe the petitioner would like to come up?

David Aul:

David Aul, 8989 74th Street. I appreciate what Dr. Brewer had to say. Obviously this facility was purpose built as an animal hospital 20 years ago. So I think everyone understood that this building would be an animal hospital. Dr. Brewer chose to build his new facility nearby knowing that this was an animal hospital structure. So I don't understand what his argument is there.

In terms of the number of veterinarians in Pleasant Prairie, we hope that you would see that this business will either thrive or not thrive based on its own merits. We certainly think there's enough room for one more veterinarian in Pleasant Prairie. We believe that this market is underserved, and that having another practice in Pleasant Prairie is good for everybody. Competition is good for everybody. If Dr. Brewer is correct we're the ones with the risk, not him. Thank you.

Michael Serpe:

Thank you. Anybody else wishing to speak? Anybody else? We'll close the public hearings. Comments or questions from the Commission? Mike?

Mike Pollocoff:

I have a couple. For the owner are you a veterinarian or are you -- oh, you have the veterinarian with you. Okay, so all right. Secondly, I'm sorry, that was just my one question. For the question I asked if Mr. Aul was the veterinarian or not. I also have a question here on the sampling manhole report which indicates it's in failure. Has that been corrected?

David Aul:

We just received that report I believe on Friday of last week. And I asked the person who did the report to provide me with some recommendations for contractors who could do that work. This morning I received a list of four contractors. I've contacted all four. I've only hear back from one of them as of now who said they can do the work in six weeks time. I have not heard back from the other three.

Mike Pollocoff:

Okay. All right, so from the looks of this this was probably in violation from day one for the things that weren't in there, but I guess we didn't catch that. Then my other question to staff is what brings us to conditional use at this point? I mean is it just because it's a change in ownership? It had a conditional use before or it didn't?

Jean Werbie-Harris:

I'm sorry. Because the facility has been vacant for more than a year it loses any grandfathered rights it may have had as a conditional use. And the conditional use even though it would have run with the land it's been vacant. The second thing is they are seeking for a 24 hour emergency or on-call basis. And whenever there's a 24 hour use that requires a specific Conditional Use Permit as well.

Mike Pollocoff:

Is it staffed for 24 hours or just on-call?

Jean Werbie-Harris:

No, just on-call.

Mike Pollocoff:

Okay.

Jean Werbie-Harris:

And that's really for emergency situations.

Mike Pollocoff:

All right. My one concern on the sampling manholes, at least for what it's reflecting here in front of me that it's subject to infiltration which is going down the pipe for us. So I'd like to see that fixed sooner than later.

David Aul:

That's our intention.

Mike Pollocoff:

Sooner than six weeks I guess is what I'm saying.

David Aul:

I will hire the contractor that can do it first.

Michael Serpe:

Tomorrow morning?

David Aul:

If they say they can do it.

Mike Pollocoff:

For us infiltration isn't a profit center, it's just we take that money and we give it right to Kenosha.

Michael Serpe:

Any other questions or comments? I'd like to make one comment. We don't want to create business to put others out of business. But with reference to this area which is in a high growth area that is growing constantly, we're adding an enormous amount of apartments that just went up on Breeze Terrace. We've put in more on Eva Manor. We have more going in at Creekside, and they're all animal friendly developments. So as far as servicing with veterinarian clinics I don't think we're flooding the market just yet.

I think people choose their vet based on their experience with the vet. And to Dr. Brewer's credit he has a very good reputation. I don't think he has to worry too much about losing too much business. And to you guys coming in good luck, and how you treat your patients and your customers will determine how successful you are for growth in the future. But I don't think we should be here regulating the amount of businesses that come into the Village. With that, what's your pleasure?

Mike Pollocoff:

Mr. Chairman, I'd move that we approve the Conditional Use Permit with the conditions identified and recognition of the findings of fact.

Bill Stoebig:

Second.

Michael Serpe:

MOTION MADE BY MIKE POLLOCOFF AND SECONDED BY BILL STOEBIG FOR APPROVAL OF THE CONDITIONAL USE PERMIT INCLUDING THE DSIS SYSTEM. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. Thank you. Item E and F will be taken together, separate action on both.

- E. PUBLIC HEARING AND CONSIDERATION OF A MASTER CONCEPTUAL PLAN for the request of Dan Szczap, agent for Main Street Development, LLC for an updated Master Conceptual Plan for the continued development Main Street Market generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street).
- F. Consider the request of Dan Szczap, agent for Main Street Development, LLC for approval of a Certified Survey Map to subdivide land within the Main Street

Market development generally located at the northeast corner of STH 31 (Green Bay Road) and STH 165 (104th Street) for future development.

Jean Werbie-Harris:

Mr. Chairman and members of the Plan Commission and the audience, both Items E and F will be discussed at the same time with separate actions required.

The first is Item E, consideration of a Master Conceptual Plan for the request of Dan Szczap, agent for Main Street Development, LLC, and this is for an updated Master Conceptual Plan for the continued development Main Street Market generally located at the northeast corner of State Highway 31 and State Highway 165.

The second item, Item F, is to consider the request also of Dan Szczap, agent for Main Street Development, LLC, for approval of a Certified Survey Map to subdivide land within the Main Street Market development generally located at the northeast corner, again, of Highway 31 and Highway 165 for future development.

The Main Street Market commercial development is then located at that northeast corner of Highway 1 or Green Bay Road and Highway 165, 104th Street. It's being developed by Main Street Development, LLC, or Bear Development as we commonly know them. The Village has been working with the developer on this project for the past several years. At this time, the owner is proposing to update the Master Plan to identify the location of a new user in their development and to create a Certified Survey Map.

Just to give a little bit of history on this project, previous Village approvals:

- On December 4, 2018, the Village Board conditionally approved a Master Conceptual Plan for the proposed Main Street Market development which included NINE buildings including six multi-tenant/retail/restaurant buildings, a grocery store and a gasoline station and C Store.
- This Master Conceptual Plan was a refinement of the Neighborhood Plan Amendment, Ordinance 17-48, conditionally approved by the Village Board on October 2, 2017. And this was for a portion of the Highpoint Neighborhood Plan for the commercial development.
- On February 5, 2018, the Village Board approved the Project Plan for TID #6 for Main Street Market public infrastructure. The Development Agreement and related documents being discussed tonight further that implementation of the lands within the TID 6 boundaries.
- On April 16, 2018, the Village Board approved the Main Street Market Planned Unit Development Ordinance 18-14, the development's first Certified Survey Map and approved the Development Agreement which related to the required public improvements for the development of Main Street Market. This agreement also sets forth the developer's obligations to construct those improvements pursuant to the Traffic Impact

Analysis. In addition, approval was grated for the Main Street Market Declaration of Development Standards and Protective Covenants.

On October 1, 2018, a Memorandum of Understanding regarding the construction of Main Street Market TIA improvements along Highway 165, Old Green Bay Road and Highway 31 in the Village was executed.

As noted in the MOU, there will be no direct private driveway access to the development lots to and from Highway 165, Old Green Bay Road, and Highway 165. Main Street, which is a future east/west public roadway, is proposed to extend between Highway 31 and Old Green Bay Road. There will be four private development driveways proposed to connect to Old Green Bay Road. The detailed engineering plans for the widening of Green Bay Road and 165 and the 165/Old Green Bay Road intersection and Main Street are now finalized and have been provided to the Village and to the Wisconsin DOT for their final review, approval and right-of-way land acquisition for the Old Green Bay Road widening. The acquisition of additional right-of-way from the adjacent landowners on the south side of Highway 165 has been completed by the developer.

Old Green Bay Road will be reconstructed with an urban cross section with curb and gutter and public sidewalks/pedestrian ways. A new signalized intersection will be constructed at Old Green Bay Road and Highway 165. A second new signalized intersection is proposed at Highway 31 and future Main Street. Roadway cross section requirements have been defined which include bicycle and pedestrian accommodations. It is anticipated that the work on Highway 165 and Old Green Bay Road including the intersection at 165 and Old Green Bay Road will be started in later spring of 2020.

- On June 25, 2018, Final Site and Operational Plans were conditionally approved by the Plan Commission for the Froedtert South Medical Office Building. That was the first building to be constructed and completed within the Main Street Market development.
- Work is ongoing to complete an Environmental Assessment document for the Transportation Economic Assistance Grant being considered by the Wisconsin Department of Transportation.

At this time the developer is requesting approval of a revised and updated Master Conceptual Plan for the Main Street Market development and the approval of a Certified Survey Map. This update specifically includes revised preliminary civil plans specifically looking at the building placement and the parking and driveway lot revisions for a new Kwik Trip gas station/convenience store to be located north and east of the Froedtert South Medical Office Building. The original plans had shown it north of the Main Street area. The Kwik Trip Site and Operational Plans including all the detailed building, landscaping, lighting, mechanical, signage and fire protection plans and building elevations, and a CUP and a DSIS system pursuant to the Village Zoning Ordinance requirements are still required to be submitted, and they will need to be approved by the Plan Commission for the Kwik Trip facility upon their submittal.

Notes regarding the Kwik Trip use:

- The B-2 District does not allow for a 24 hour gasoline and convenience stores. Therefore the gas station/convenience store user shall comply with the standard Village business operational hours and be closed between 12:00 a.m. and 5:00 a.m.
- The gas station would not be allowed to have semi-trucks, semi-truck cabs, trailers, or tractor trailers or other large trucks idle, fuel or park at this gas station/convenience store site.
- Due to the proximity of the Meadowlands multi-family residential condominium development which is located east across Old Green Bay Road, the building and parking lot lighting shall be carefully evaluated to ensure that the lights are cut-off fixtures or integral into the canopy, shielded and directed downward and do not cause a nuisance for any adjacent residential condominiums.
- Due to the proximity of the Meadowlands multi-family residential condominium development located to the east, the signage and its lighting shall be carefully evaluated to ensure that the building, canopy and monument signage lighting is shielded and directed downward and, again, does not cause a nuisance for the adjacent residential condominiums.
- Due to that proximity, again, of that residential development, the height of the gasoline canopy shall be evaluated for a maximum height no higher than the Kwik Trip Convenience Store canopy on 72nd Avenue, and its lighting shall be carefully evaluated to ensure that the canopy has this under mount lighting so that it does not glare and the signage does not cause a nuisance to the adjacent residential area.

Note the revised master plan includes the following possible uses still: medical office building which is existing, gas station and convenience store which is being proposed, office, retail grocery, restaurant, service and pharmacy.

Pursuant to the revised Master Conceptual Plan, a Certified Survey Map is proposed to dedicate the Main Street right-of-way between Highway 31 and Old Green Bay Road and then to create four additional lots as shown on the screen.

Outlot 1 is 1.79 acres. It will include the current storm water retention basin facility. Again, there is no direct access to or from Highway 31 or Highway 165 to outlot. Shared driveway access to and from Old Green Bay Road to the Main Street Market Outlot 1 will be required per the approved Plan.

Lot 5 is 2.22 acres with frontage on Old Green Bay Road, and it's proposed to be purchased and developed by Kwik Trip for a gasoline/car wash facility, convenience store as shown on the Master Conceptual Plan. There currently is a small, artificial wetland area on Lot 5, and it is intended to be filled and permits would beg obtained from the DNR and Corps of Engineers. There is no direct driveway access solely to the future Kwik Trip site from Old Green Bay Road. Shared driveway access to and from Old Green Bay Road to the Main Street Market Lot 5 and the other lots will be allowed per the approved plan. So there are points of connection, but they're shared cross-access into the Kwik Trip site and to the other users including Froedtert South that's existing.

Lot 6 is 6.47 acres with frontage on Old Green Bay Road, Main Street and Highway 31. It is likely that this lot will be further subdivided or developed as one parcel with multiple buildings including, as they are showing, a 6,000 square foot, a 7,500 square foot retail/restaurant buildings and possibly a 29,000 square foot office/retail or grocery building with access from Old Green Bay Road. Again, no direct access is going to be shared through the development, and all the lots within the development will have the cross-access.

Lot 7 is 3.04 acres with the frontage on Old Green Bay Road, Main Street and Highway 31. There is no identified user at this time for that particular site. However the Master Conceptual Plan indicates that there could be a 14,450 square foot office/commercial building with access to Old Green Bay Road. Access, again, will be allowed per the approved plan. Again, due to that distance between Old and New Green Bay Road there's just not enough space in there to allow access north or south on Main Street. Again, just to wrap up, on their Conceptual Plan cross-access and parking between all Main Street Market lots will be required. And those easements will need to be recorded.

This is a public hearing, and there is a representative here. Dan is here from Bear Development, Main Street Market. I don't know if you have anything further to add. Or if you have any questions for Dan I'm sure he'd be happy to come up.

Michael Serpe:

This is a matter for public hearing. We will allow comments and questions on both Items E and F, separate action on both. Anybody wishing to speak? Anybody wishing to speak? We'll close the public hearing and open it up to comments or questions. Mike?

Mike Pollocoff:

I have a few questions. One is in evaluation f placement of the Kwik Trip site, I guess given the alternative of placing it right across the street from residential uses versus having it be closer to Highway 31 and provide for the smaller spaces to be across the street from residential, did that get weighed out?

Jean Werbie-Harris:

We did look at that, and maybe Dan can add to this as well. The original user at that site was actually 26,000 square feet, and it was multiple retailers which could have included restaurants, retail and other uses. So that would have been a pretty intensive use at this location as well. Kwik Trip did look at north of Main Street, but they just felt that that was further away from the residential development, and they were hoping and encouraging that people would not only stop there on their way home, but people could actually walk or bike to their facility being a little closer to the residential. So we did look at a number of different things.

As this development is moving forward to the north all of the final improvements were needing to be completed before Kwik Trip could consider at this location. And so we looked at that with the timing with all the public improvements as well. So I mean when it came down to it I believe it was Kwik Trip ideally that they felt that this was the most marketable location for them as a gas station and convenience store. They know that it's not a site that's suitable for trucks or truck traffic or any type of traffic like that. And so anything that they do on the site will need to be catered to this. It's not like the site that just opened up last Friday out at the interstate for Kwik Trip. I'm not sure if Dan wants to add anything further. But we wanted to try to make it more integral to the development as well.

Dan Szczap:

Sure thing. Thanks, Jean. The location of the Kwik Trip --

Michael Serpe:

We know who you are but we need your name address for the record.

Dan Szczap:

Dan Szczap, 4011 80th Street, Kenosha. The location of the Kwik Trip facility was really driven by the end user. When we laid out the concept plan I'm sure you all will remember we were hoping to locate it on the triangle piece which is a little more difficult piece to work with. But as we received feedback from Kwik Trip and other convenience store operators, it was clear that there was one site on the entire property which they were interested in, and that's where it's shown in the Concept Plan.

Mike Pollocoff:

That kind of leads up to a followup question to Dan and staff. By placing a Kwik Trip there, and assuming that you can mitigate the lighting and the noise and the other things that would happen at a gas station and convenience store, does that really end up precluding Building G being a grocery? I mean Kwik Trip right now, the one that's over katty corner from this one almost serves as a grocery for that part of town now. Does it -- I mean is that something based on the marketing study for this property, or some of the other marketing studies we've had would that preclude a grocery from being there, and then that would be office or whatever retail it would be?

Jean Werbie-Harris:

I think that's to you first, Dan.

Dan Szczap:

I guess that's a tough question for me to answer because I wasn't involved in the market study for this. I do know that the grocery industry is changing. I mean there's not a whole lot of new, large scale grocery. So I think it would be completely consistent to have something smaller. I don't think we're going to need a big box --

Mike Pollocoff:

I don't think that was going to happen from the beginning given the size.

Dan Szczap:

Maybe something in the middle in talking to other users for that site. The placement of Kwik Trip on the site hasn't necessarily swayed any decisions on who located here.

Jean Werbie-Harris:

So if I can add to that, too. I mean, for example, up in the Village of Somers there is a Festival Foods and then there's a Sam's Market grocery store, a large grocery store, and then a Kwik Trip right in front of them. So I think if there's something quick that you want to run in and get of if there's a sandwich or something to that effect, I think that Kwik Trip offers a quick opportunity to do that. Whereas I think that Dan is correct, there's still an opportunity to have a grocery store there. And if there isn't because the market is too saturated because of Meijer or Fresh Thyme or any of the other grocery stores that are in proximity, then the grocery stores would probably look at another location that is a large commercial development that would be central to a downtown or something like that.

Mike Pollocoff:

And I can see your point that when you compare it to the ones in Somers. But this space here really lends itself just by the mere size of to a smaller -- I can't think of a grocery being intimate, I'm not sure that's the right word, but more specialized or small market grocery. If that would preclude the use I mean the market's the market. But I guess it does kind of change the nature of I think how we looked at this from the initial conception of the plan. Not to say I couldn't support it, but I think just going into this with our eyes wide open I think that would alter this master plan.

Jean Werbie-Harris:

So one of the other things that we looked at and what was facing us is that as we continued to work through the TIA for this project, originally there was supposed to be more access and an access on Main Street, I mean just things started evolving where access was getting more restricted, more restricted, more restricted. And it started to kind of change some of the dynamics of what's going on with respect to this site. But could it still support a small grocery store? Absolutely. There's a number of grocery stores actually that are more specialty like you mentioned that have looked in the area. But I don't know how serious they're looking right now that probably are between that 20,000 and 25,000 square feet.

Michael Serpe:

When does the Min Street cut across going to take place across 31?

Dan Szczap:

We are hopeful of a spring 2020 construction of the offsite improvements.

Jean Werbie-Harris:

All of the improvements would be done and commence at one time.

Michael Serpe:

I would recommend that when that takes place that we work with the state in some way, shape or form that we put some flashing yellow warning lights on both north and south on Highway 31. Because you've got cars going northbound and southbound in that area going 65, 70 miles an hour. And I now the speed limit is 45 but nobody pays attention to it anyway. And here you're going to have people leaving Froedtert and Kwik Trip or coming into it cutting across. I'm just saying some type of warning may be in order here. Also, Dan, I don't know if you can answer this question or not, is Kwik Trip considering electric charging stations in this development?

Dan Szczap:

I can't answer that. I can get that information for you. It will be before the Plan Commission here shortly with their specific plan.

Michael Serpe:

I'll ask that question again.

Dan Szczap:

Just to clarify, on the site, too, just to add on to what Jean said, as this project started as a concept plan things certainly have changed. It's a very challenging piece of property. We were anticipating access from a lot of different areas which didn't happen. And also the offsite improvements have grown substantially as far as the scope of what's going in here. And as that's happened the stormwater requirements have also changed. So this site is being compressed in a couple different directions. So I know at one point there was a larger grocery box shown on the concept plan. But as we get into design engineering and everything else the site is a real challenge.

Nathan Thiel:

Dan, just for clarification, too, I know that there was a question regarding the location on the south end of Main Street Market which had originally been I think the concept plan for some type of gas station or convenience store. And just noting the access has been pretty limited there as far as really it would be just the right in, right out. And I presume that that's also a part of the driving factor for why Kwik Trip and other convenience stores are suggesting towards the north?

Dan Szczap:

So that's correct. We were anticipating access off of Main Street both to serve Building G and the triangle piece north of Main Street. But the DOT has said no on any access. It is a short distance between 31 and Old Green Bay Road. So there will be no access for even loading docks or right in or anything like that on Main Street.

Nathan Thiel:

And then, Dan, just for the purposes of just everybody's interest, I presume there was some discussion or the orientation of the Kwik Trip instead of having kind of the north/south orientation, east/west, but that that didn't necessarily fit there? Their desire for access again, would that be a correct assumption?

Dan Szczap:

I think it was a mix between ourselves and Kwik Trip in laying out the site to orient the development say in an east/west location started to really impact the parking that's needed for the rest of the businesses. So when we looked at their needs from a land area perspective, and convenience stations want a lot of access, this was the site in a north/south orientation that worked for them and for us. If we would have it the other way we would be eating up most of our parking that's needed for the other uses.

Michael Serpe:

Any other comments or questions? Wayne?

Wayne Koessl:

Well, Mr. Chairman, when this was in its conceptual plans we discussed that intersection went out to Highway 31. And I really think we're creating a real monster there, and we're going to have to look at the state putting in traffic signals with left turn signals. Because when they get the green light coming from the south at 165 that speed limit is 55 to the south, and they're rolling 70 miles an hour.

Michael Serpe:

And faster.

Wayne Koessl:

And faster. And that's going to be a real controlled intersection. As much as I hate to see more traffic signals, I think for the safety of people using that it's got to be done.

Mike Pollocoff:

What was the recommendation from the TIA on that?

Jean Werbie-Harris:

There would be signals at Main Street and Highway 31.

Mike Pollocoff:

When would they have to go in, what was the [inaudible] what did the traffic count have to approach?

Dan Szczap:

There's a traffic warrant, a traffic warrant that's triggered by the uses of Main Street. So once certain uses go in it triggers the lights. But as much as we all want lights there right away, the DOT makes that call.

Mike Pollocoff:

I understand, but I mean -

Dan Szczap:

The lights are triggered by use within the development.

Mike Pollocoff:

Okay, you don't remember what the threshold was?

Dan Szczap:

I don't.

Michael Serpe:

Is this going to be something that the Village is going to have to pay for as in the past when we did work on 165 and the I, west of the I that if you want the lights in go ahead and put them in, you pay for them. Is this going to take place like that again?

Jean Werbie-Harris:

The signals are to be paid for by the developer.

Nathan Thiel:

It's in the agreement.

Jean Werbie-Harris:

It's in our agreement.

Michael Serpe:

Okay. Oh, it is in the agreement.

Nathan Thiel:

Yes.

Michael Serpe:

That's good. Who needs the state? All right. Any other comments or questions? What's your pleasure? Thanks, Don. We need a motion. We need something.

Judy Juliana:

I move to recommend a favorable recommendation to the Village Board to approve the Master Conceptual Plan subject to the comments and conditions of the September 9, 2019 Village staff report.

John Skalbeck:

Second.

Michael Serpe:

MOTION MADE BY JUDY JULIANA AND SECONDED BY JOHN SKALBECK FOR APPROVAL OF THE MASTER CONCEPTUAL PLAN. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed?

Wayne Koessl:

No.

Michael Serpe:

The ayes have it. Wayne?

Wayne Koessl:

I'm just afraid of the traffic there.

Michael Serpe:

All right, one negative vote on that. Item F, Certified Survey Map.

Bill Stoebig:

Motion to approve the Certified Survey Map and to subdivide the land within the Main Street Market Development generally located at the northeast corner of the future development.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY BILL STOEBIG AND SECONDED BY JUDY JULIANA FOR THE APPROVAL OF THE CERTIFIED SURVEY MAP. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed?

Wayne Koessl:

I'm going to do a no yet.

Michael Serpe:

And one negative vote from Commissioner Koessl. Thank you, Dan.

G. Consider Plan Commission Resolution #19-11 to initiate a zoning text amendment to amend the R-7, Multi-Family Residential District to provide for a district that allows for single family attached homes.

Peggy Herrick:

This Plan Commission Resolution 19-11 refers to having staff evaluate another type of residential development called Twin Homes. They're very similar to a condominium development. However, in a typical condominium development you do not own the land under which the unit sits. You own the unit and the four walls. A twin home is similar to a condominium except you own the land underneath it and associated with the lot. So there is still a common wall that attaches the two units, however, you own the land and a lot underneath it.

So we've received several inquiries to do this. This allows developer that may have a hard time getting financing for a condominium where you may have to have all the units pre-sold before you can get financing, allows for other options to create the lots but built what's called a twin home which will have a common fire wall separating the two units. So you can see from the picture they look very similar to other two unit condominiums that have been approved in the Village. So we are looking to initiate this resolution so we can further evaluate this type of proposal and bring forth an ordinance for your consideration. So Village staff does recommend approval of Resolution 19-11.

Michael Serpe:

Comments or questions?

Judy Juliana:

Move to approve Resolution 19-11.

Wayne Koessl:

Second.

Michael Serpe:

MOTION MADE BY JUDY JULIANA AND SECONDED BY WAYNE KOESSL FOR APPROVAL OF 19-11. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it. This is an interesting concept.

Peggy Herrick:

It is very interesting. And I think there is a need for us to look at a variety of housing types to provide for different options for all kinds of people and what they're looking for. So I think it's very interesting, and I think it could be something that works very well here.

Mike Pollocoff:

The first use of this was Timber Ridge?

Michael Serpe:

What's that?

Mike Pollocoff:

The first use of this was Timber Ridge. That originally was going to be a condominium development. That's why the setbacks are different there. The development ran into financial problems and evolved into what it was. I think if it's structured properly and regulated correctly I think it's a good idea, too.

H. Consider Plan Commission Resolution #19-12 to initiate a zoning text amendment to re-evaluate and amend the Village traffic and parking requirements.

Peggy Herrick:

This is Resolution 19-12, and this is to initiate a Zoning Text Amendment to allow staff to reevaluate and amend the Village traffic parking requirements. The last time we looked at this ordinance was in 1999 I believe. And there are a few tweaks that we'd like to make and a few updates that we'd like to make. And so we will re-evaluate this and bring it forward for public hearing and consideration.

Michael Serpe:

Comments or questions? A motion?

Wayne Koessl:

Move approval.

Judy Juliana:

Second.

Michael Serpe:

MOTION MADE BY WAYNE KOESSL AND SECONDED BY JUDY JULIANA FOR APPROVAL OF RESOLUTION 19-12. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

I. Consider Plan Commission Resolution #19-13 to initiate a zoning text amendment to re-evaluate and amend sign requirements.

Peggy Herrick:

This Plan Commission Resolution 19-13 is to initiate a Zoning Text Amendment to allow staff to re-evaluate and amend the sign requirements. Again, this ordinance was written probably back in 1999 or 2000. There are some amendments that we need to make. Since then we've adopted new districts like the M-5 and the B-6. So we want to re-evaluate the sign code to see if we need to make any changes to allow specific signs in those districts. So it's a good time to re-evaluate that section of the ordinance as well. So, again, we will draft an update to this ordinance and bring it to Plan Commission for public hearing.

Michael Serpe:

Comments or questions?

Bill Stoebig:

Move to approve.

John Skalbeck:

Second.

Michael Serpe:

MOTION MADE BY BILL STOEBIG AND SECONDED BY JOHN SKALBECK FOR APPROVAL OF RESOLUTION 19-13. ALL THOSE IN FAVOR SAY AYE.

Voices:

Aye.

Michael Serpe:

Opposed? The ayes have it.

7. ADJOURN.

Judy Juliana:

So moved.

Mike Pollocoff:

Second

Michael Serpe:

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

Voices:

Aye

Michael Serpe:

Opposed? The ayes have it. Thanks you.

Meeting Adjourned: 6:56 p.m.

A. **PUBLIC HEARING AND CONSIDERATION OF A REVISED CONCEPTUAL PLAN** for the request of Dan Szczap of Bear Development LLC, for the development of a 41 single family lot subdivision to be known as Creekside Terrace to be located on the remaining vacant land located north of the existing Creekside Crossing development.

Recommendation: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to approve the revised Conceptual Plan subject to the comments and conditions of the October 14, 2019 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 14, 2019

CONSIDERATION OF A REVISED CONCEPTUAL PLAN for the request of Dan Szczap of Bear Development LLC, for the development of a 41 single family lot subdivision to be known as Creekside Terrace to be located on the remaining vacant land located north of the existing Creekside Crossing development.

Bear Development LLC proposes to plat a 41 single family lot subdivision referred to as Creekside Terrace, as shown on the revised Conceptual Plan. This is the final phase of the Creekside development and will be located adjacent to Creekside Circle, west of 62nd Avenue and extending around to 91st Street.

Background: The Creekside Crossing condominium (including 8 unit, 4 unit and 2 unit buildings) and single family residential development were initially developed in several phases by Mastercraft Builders from 2005-2010. Between the years of 2010-2014 portions of the development were sold to other contractors who constructed additional units to complete portions of the project. The original Creekside Crossing development anticipated 24 single family lots; 34 2-unit condominium buildings; 17 4-unit condominium buildings and 19 8-unit condominium buildings. All of the single family lots have since been developed and all of the condominium units with the exception of two 8-unit buildings have been built within the existing platted condominium area. The undeveloped land in the original development proposal would have included a total of 158 additional condominium units (11-8 unit buildings, 6-4 unit buildings and 23-2 unit buildings).

Due to the recession, the undeveloped land remained vacant for several years. Creekside PP, LLC purchased the undeveloped land. On August 17, 2015 the Village Board conditionally approved a Conceptual Plan to develop the remaining vacant land north and west of the Creekside Subdivision and the Creekside Crossing Subdivision and Condominium development adjacent to 89th, 90th and 91st Streets, 90th Place, 62nd Avenue, and Creekside Circle for 64 single family lots and one (1) two family lot. The Creekside PP, LLC developers, after re-evaluation did not move forward with this single family/two family proposal due to the costs of constructing Creekside Circle and the Jerome Creek crossing bridge public improvements, therefore the plan did not move forward.

After significant review and consideration of several development options by the developer and Village with input from the community, a plan was developed for the remaining Creekside vacant properties (approximately 58 acres) and additional vacant properties (approximately 9 acres) adjacent to the proposed 91st Street east of Old Green Bay Road. The Village Board at its March 18, 2019 meeting amended the Whittier Creek Neighborhood Plan and conditionally approved a Conceptual Plan (Option 3a) which included 54 single family lots, a two-family lot and 7-20 unit multi-family apartment buildings.

On May 20, 2019, the Village Board approved the Residential Development Plans for The Vista at Creekside Apartments (7-20 unit apartment buildings) which are under construction at 91st Street and Old Green Bay Road. The primary entrance to The Vista at Creekside development is from Old Green Bay Road at 91st Street. At this entrance, a club house will also be constructed for the apartment development.

Revised Conceptual Plan: At this time, the developer is requesting approval of a revised Conceptual Plan that includes 41 single family lots (a reduction from 54 single family lots and 1 two family lot). The revised plan shows that all lots will be adjacent to the existing platted roadways (Creekside Circle, 90th Street and 62nd Avenue). This single family development will require that the remainder of Creekside Circle and 62nd Avenue will be constructed. Although 62nd Avenue will terminate in a cul-de-sac, if the wetlands are allowed to be filled by permit, 62nd Avenue could be extended to the north and east.

Similar to the previously approved Conceptual Plan, the single family lots would be a minimum of 12,500 square feet in area with an average lot size of 15,000 square feet. As proposed, the average single family lot size is 17,953 square feet. All lots shall have a minimum depth of 125 feet and shall not have less than 80 feet of frontage on a public road unless located on a cul-de-sac or curve, in which case the lot frontage may be reduced to 45 feet of frontage, provided that there is at least 80 feet of width at the required building setback line. A majority of the single family lots are adjacent to open space, retention basins, wetlands or floodplain.

Public Infrastructure/Site Access/Traffic: Creekside Circle and 91st Street have been dedicated by the original developer. Public utilities and roadways will be constructed by the developer to service all of the lots. Public sanitary sewer, water and storm sewer will be extended to serve the development. Municipal improvements are currently under construction by Bear Development within 91st Street and a portion of Creekside Circle for The Vista apartment project.

The primary access and haul roadway for the Creekside Terrace infrastructure and house construction will be from Old Green Bay Road at 91st Street. Creekside Circle will be completed (bridge and roadway infrastructure) that allows access to 93rd Street at 63rd and 66th Avenues with this portion of the development. Temporary "No Construction Access" signs will be required to be installed at the Creekside entrances at 93rd Street during the construction activities prior to commencing the public improvements.

As discussed with the development of The Vista, providing multiple public road connections to and through the development allows traffic to be dispersed. Residents living in the Creekside neighborhood will travel the easiest path to get to their destination. The projected traffic volume and movements are anticipated to be similar as to what was projected by the original Creekside development.

Pursuant to the Village Engineer, the proposed Creekside Terrace development and the total number of units does not warrant a traffic study. When the nearby vacant land south of 93rd Street/Dabbs Farm Drive is proposed to be developed, a Traffic Study will be required. That being said, Traffic Analysis and Design Inc. (TADI), on behalf of the petitioner, completed a Traffic Impact Analysis (TIA) for the Main Street Market development at STH 165 and STH 31. This TIA examined Old Green Bay Road running north to Dabbs Farm Drive. As part of the Main Street Market development on the corner of STH 165 and Old Green Bay Road, the TIA required that a dedicated right turn lane would likely be needed to Dabbs Farm Drive between Old Green Bay Road and STH 31 in the future.

As required by the March 2019 Conceptual Plan approval, this existing traffic study was used as a basis for the developer's traffic engineer's review and they verified that the only improvements needed were acceleration/deceleration lanes on Old Green Bay Road as a result of the 91st Street connection. See **attached** Technical Memorandum dated April 23, 2019 from TADI.

Earlier in the year, it was noted at a public hearing by some Creekside residents that speeding within the development is an issue. It was referred to the Police Chief for his input—he noted that the Association should remind its residents to slow down and abide by the speed limit; that the police could set up a digital speed signs in the neighborhood; or occasionally a squad car could be present in the neighborhood. In a letter received on August 12, 2019 from resident Ken Harju, he has requested 4 ways stop signs at Creekside Circle and 92nd Place and Creekside Circle and 66th Avenue. This request was evaluated by both the Police Chief and the Public Works Director and they did not recommend the addition of any new stop signs in the development as too many stop signs often created a an opportunity for drivers to drive faster only to stop suddenly or to only slow down or to roll through the stop sign.

Sidewalks: In 2016, the Village Board adopted a new ordinance requiring the installation of sidewalks in residential developments. The Village Administrator, along with staff have evaluated and prepared a policy on how new sidewalks adjacent to existing development without sidewalks would be installed. The current Village policy is to complete sidewalk loops or neighborhood

blocks and minimize dead ended sidewalks in mid-block. Similar to the March 2019 Conceptual Plan, the developer at the developer's cost shall install sidewalks as shown on the **attached** drawing. It is recommended that the concrete sidewalks be installed around the interior area of Creekside Circle right-of-way. This interior connection provides pedestrian access that meets ADA standards to the existing Creekside Park. The sidewalk maintenance and snow removal would then be the responsibility of the abutting Lot, Outlot or Association owners, depending on the abutting ownership.

Pedestrian or roadway access to Ingram Park from Creekside would be established as development occurs east of the Creekside development and along 93rd Street when that roadway is further widen and improved. In addition, as discussed at previous public hearings the developer will donate funds to the Village add park equipment to the Creekside Park.

Floodplain Boundary Adjustment: On October 20, 2003 the Village Board adopted Resolution #03-42 to approve the Floodplain Boundary Adjustment for the Creekside development. In January 2005, the original developer of Creekside Crossing obtained the required permits from FEMA to begin the floodplain adjustment work. This grading work to amend the 100-year floodplain including the installation of the existing bridge on the south side of the development has been completed and the remainder of the grading work and the second bridge crossing on the north side of the development along with the construction of the remainder of Creekside Circle needs to be completed so that the 100-year floodplain boundary adjustment as-built drawings can be approved by WI DNR and FEMA and the official 100-year floodplain maps amended. [Note that no permits can be issued for any lots that are currently located within the 100-year floodplain until the floodplain boundary adjustment is completed and approved by FEMA.]

Wetlands: Fill permits were obtained by the Developer from the WI DNR and the US ACOE to fill a small portion of the wetlands for the construction of Creekside Circle and 91st Street. The remainder of the wetlands will remain unchanged. A portion of Wetland 5 is located within a future right-of-way that will be dedicated but not constructed at this time. In the future if the adjacent land is proposed for development to the north and east, those future developers will be required to obtain any fill permits from the WI DNR and US ACOE and extend the public improvements.

Zoning Map: Zoning Map Amendments will be required for the Creekside Terrace development and will be considered with the Final Plat approval.

- The wetlands that will remain within will be rezoned into the C-1, Lowland Resource Conservancy District;
- Lots 1-41 will be rezoned into the R-4.5, Urban Single Family Residential District;
- The Outlots will be rezoned into the PR-1, Neighborhood Park and Recreational District.
- The 100-year floodplain will remain unchanged in the FPO, Floodplain Overlay District until such time as the floodplain boundary adjustment is complete, as-built plans are submitted and the LOMR-F is approved by FEMA.]

Comprehensive Plan: The Comprehensive Land Use Plan map would also need to be amended to reflect the above noted zoning changes to ensure that the Land Use Plan and the Zoning Map are consistent.

<u>Village staff recommends approval of the revised Conceptual Plan subject to the above</u> <u>comments and the following conditions:</u>

- 1. See *attached* comments dated September 18, 2019 from the Village Engineer.
- 2. All lot width dimensions abutting the public streets shall be shown on the Conceptual Plan. All lots shall meet the minimum lot widths for the R-4.5 District.

- 3. The 62nd Avenue cul-de-sac right-of-way shall be clearly shown and dimensioned on the Conceptual Plan.
- 4. Lot 41 shall show its access only from the 62nd Avenue cul-de-sac.
- 5. All corner lots shall be labeled with Dedicated Vision Triangles.
- 6. Remove the words Dog Park from Lot 40.
- 7. Where is Outlot 3?
- 8. Clarify whether the developer will be building on all of the lots or will they be sold to other builders as well.
- 9. Where are the entry subdivision monuments being located/installed? Show location(s) on the Plan.
- 10. Restricted (no access) shall be 100 feet as measured from the roadway intersection to the center of a driveway for all corner Lots.
- 11. A 14' wide gravel pathway shall be provided over the sanitary sewer main within Outlot 1.
- 12. All Outlots with storm water basins, wetlands, 100-year floodplain shall have easements granted to the Village for the same Storm Water Drainage, Floodplain Preservation and Protection, and Wetland Preservation and Protection, Access and Maintenance Purposes.
- 13. The legal description of the wetlands and the square footage of each wetland area shall be included on the Preliminary and Final Plats.
- 14. All easements shall be shown on the Preliminary and Final Plats, Engineering Plans, Residential Development Plans, and Landscaping Plans.
- 15. Review and revise the **attached** draft Declaration of Restrictions, Covenants and Easements.
- 16. The Developer shall provide a cash contribution to the Village to purchase additional park equipment for the Creekside Park. The Village staff will hold a follow-up meeting to discuss the equipment with the developer.
- 17. The Conceptual Plan approval shall be valid for a period of one (1) year from the Village Boards conditional approval. Prior to the expiration of the Conceptual Plan, the Preliminary Plat, which satisfies the conditions of the Conceptual Plan approval shall be submitted, reviewed by Village staff and considered by the Plan Commission and Village Board.
- 18. Upon conditional approval of the Conceptual Plan the following documents (3 full size copies and a pdf) shall be submitted to the Village for staff review <u>prior to</u> the Village accepting the Preliminary Plat application and application fee:
 - a. Draft of Preliminary Plat.
 - b. Revised Declaration of Restrictions, Covenants and Easements.
 - c. Revised Engineering Plans, Profiles and Specifications.
 - d. An illustration shall be provided that shows all existing easements to be vacated. Vacation documents, drafted by the developer's attorney, shall be submitted for Village staff review and consideration by the Plan Commission and Village Board with the Final Plat.
- 19. Upon staff review of the above draft plans noted in the above conditions, the Preliminary Plat application, application fee and items listed in the application shall be submitted for the Village to schedule the required public hearing for consideration of the Preliminary Plat.

- 20. The exact location and size of utility easements shall be verified with We Energies and included on the Preliminary and Final Plats. All utility easements shall be labeled as **"Dedicated Utility Easements"**.
- 21. The Lot owners are collectively responsible for the ongoing maintenance and facility usage charges as imposed by We Energies for the public street lights. Pursuant to current Village procedures, the Village will coordinate the billing for these charges to the Creekside Terrace Homeowners Association Inc./Lot owners.
- 22. The Preliminary Plat shall be valid for two (2) years from the Village Board's conditional approval, during which all conditions must be satisfied and the Final Plat shall be submitted. If the property is not final platted within the two (2) years of the Village Board's approval, the Village shall require that the Plat be resubmitted for a new Preliminary Plat approval along with the appropriate filing fees.

23. Upon approval of the Preliminary Plat the following documents (3 full size copies and a pdf) shall be submitted to the Village for staff review <u>prior to the Village</u> <u>accepting the Final Plat application and application fee</u>:

- a. Draft Final Plat.
- b. A revised draft of the Declarations of Restrictions, Covenants and Easements. This document shall be in final form prior to consideration of the Final Plat by the Plan Commission.
- c. Landscaping Plan for the public street trees and landscaping in the Outlots.
- d. Engineering Plans, Profiles and Specifications.
- e. Vacation documents.
- f. Public Street Lighting Plan, including a copy of the We Energies electrical distribution system plan and contract.
- g. Ownership verification documents.
- h. Operating documents for the property owner.
- 24. Upon Village staff review of the draft Final Plat and other documents as specified in the previous condition, the following shall be submitted so that the required public hearings can be scheduled and the Development Agreement can be drafted:
 - a. Final Plat application, application fee and related documents.
 - b. Vacation documents.
 - c. The Zoning Map Amendment Applications, application fee.
 - d. The Comprehensive Plan Amendment Application to amend the Land Use Map Amendment and the fee.
- 25. Upon Village approval of the Engineering Plans, Profiles and Specifications, the Developer shall submit two (2) copies of the final Village approved plans and specifications so that the Village can request approval from the Kenosha Water Utility (KWU).
- 26. Upon written utility plan approval from the KWU, the Developer shall obtain written approval from the WI DNR.
- 27. Upon Village approval of the Final Engineering Plans and Specifications, Landscaping Plan and Street Lighting Plan the following shall be submitted to the Village for staff review so that the Development Agreement can be finalized by the Village. The number of copies required are noted below, in addition pdf's of all documents and plans shall be submitted. <u>All documents shall be in final form</u>

prior to Village Board consideration of the Final Plat, Development Agreement and PUD.

- a. Final Memorandum of Development Agreement (to be drafted by the Village and reviewed by the Developer).
- b. Final Development Agreement (to be drafted by the Village and reviewed by the Developer).
- c. Recorded Articles of Incorporation for the Homeowner's Association.
- d. Final Declaration of Restrictions, Covenants and Easements.
- e. Final Homeowner's Association By-Laws.
- f. Final Vacation documents.
- g. Verification of taxes and outstanding special assessments being paid. Any outstanding taxes, special assessments or invoices shall be paid prior to recording the Final Plat and Memorandum of Development Agreement.
- h. A copy of the public sanitary sewer and water approval letters from the KWU, WI DNR, and SEWRPC.
- i. A copy of the signed contracts, certificates of insurance, and performance and payment bonds. The contracts shall have the Developer's name as shown on the title of the property. The contractor certificates of insurance shall also list the Village of Pleasant Prairie as an insured party.
- j. A Policy of Title Commitment equal to the cost of public improvements. The title policy shall indicate that the right-of-way is being dedicated free and clear of any encumbrance liens or judgments. The Title Report Commitment shall be updated the day before closing and again within 7 days after closing and recording of the documents.
- k. A copy of the signed public street tree/landscaping contract, Street Tree/Landscaping Plan and certificate of insurance.
- I. A copy of the signed We Energies contract and Street Lighting Plan and a copy of the signed Subdivision Electrical Distribution System Plan.
- m. Erosion Control Permit application and plans and related fees (fees to be calculate by the Engineering Department).
- n. Work in the Right-of-Way application, plans and related fee.
- o. Five (5) paper copies of the Final Plat.
- p. Five (5) paper copies of the approved Engineering Plans, Profiles and Specifications.
- q. Five (5) paper copies of the Landscaping Plan.
- r. Five (5) paper copies of the Street Lighting Plan, including a copy of the We Energies electrical distribution system plan.
- s. A "draft" LOC shall be provided to the Village for staff review. (Must use Village format).
- 28. A one year minimum Irrevocable Letter of Credit (LOC) to the Village, in the amount of 115% of the total cost of public related improvements, including street trees, street lights, street signs, field staking, inspections and construction related services (including sanitary sewer, and storm sewer cleaning and televising), shall be submitted to the Village. <u>The Itemized Cost Breakdown Exhibit</u> will be prepared by the Village staff to determine the amount of the Letter of Credit and the cash payments. *IMPORTANT: A draft Letter of*

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

- 29. If any of the houses are proposed to be used as a model or marketing office, a Conditional Use Permit application will be required to be submitted for consideration by the Plan Commission.
- 30. Upon Village Board approval of the Final Plat and within seven (7) days of said approval the Village will host a closing to have the Plat and all of the Development Agreement documents signed. The Developer shall be responsible for recording all required documents at the Kenosha County Register of Deeds Office and provide proof of recording to the Village within 72 hours of closing with the Village.
- 31. Following the closing, the Developer's engineer shall conduct a pre-construction meeting at the Village with all of the contractors, utilities and Village on-site inspectors (meeting is required prior to public improvement field work commencing). Contact Jean Werbie-Harris to coordinate the pre-con meeting.
- 32. 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.
- 33. All Village fees incurred by the Village Engineer and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
- 34. All Village fees incurred by the Village Community Development Department and/or expert assistant required by the Village throughout the development process will be billed directly to the Developer. Such fees shall be paid in a timely manner.
- 35. Impact fees are due at the time building permits are issued. Currently, these fees are \$1,490 per housing unit.
- 36. All public and private improvements shall be completed, inspected, and Village approved including having sanitary sewer and storm sewer televised, water sampled with safe samples, roadways completed, electric and gas utilities installed, signage installed and asbuilt utility and grading plans submitted prior to the issuance of any building permits in accordance with the Development Agreement on file with the Village.

DEV1908-005

PROVIDING TRAFFIC ENGINEERING SOLUTIONS



Date: April 23, 2019

Technical Memorandum

То:	Dan Szczap Bear Development, LLC					
From:	Michael May, P.E. PTOE					
cc List:						
Subject:	The Vista at Creekside Village of Pleasant Prairie, Wisconsin					

PART A – INTRODUCTION

The Vista at Creekside is proposed northeast of Old Green Bay Road and 93rd Street in Pleasant Prairie, Wisconsin. The development is expected to consist of approximately 50 single-family units and 140 multi-family units.

This technical memorandum has been prepared to quantify the traffic volume expected to be generated by the development and to check expected operations at the 95th Street/Dabbs Farm Road intersection with Old Green Bay Road.

PART B – TRAFFIC VOLUMES

The traffic volumes expected to be generated by the Vista at Creekside project were estimated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition, and are shown below.

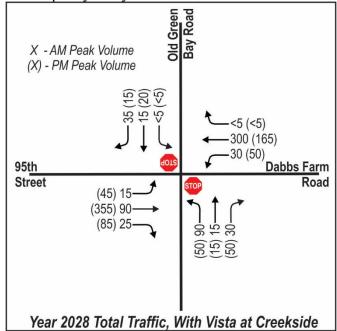
The vista at oreekside The Generation Table									
	ITE		Weekday	AM Peak		PM Peak			
Land Use	Code	Proposed Size	Daily	In	Out	Total	In	Out	Total
Single-Family Housing	210	50 Units	470	10	25	35	30	20	50
			(9.44)	(25%)	(75%)	(0.74)	(63%)	(37%)	(0.99)
Multi-Family Housing	220	140 Units	1,020	15	50	65	50	30	80
			(7.32)	(23%)	(77%)	(0.46)	(63%)	(37%)	(0.56)
Total New Trips		-	1,490	25	75	100	80	50	130

Traffic to/from the north on Old Green Bay Road (approx. 25% of all trips) and to/from the east on 93rd Street (approx. 15% of all trips) is not expected to travel through the 95th Street/Dabbs Farm Road & Old Green Bay Road intersection. Traffic to/from the west (approx. 55% of all trips) and south (approx. 5% of all trips) of the intersection is expected to enter intersection.

Year 2028 traffic volumes from the most recent Main Street Market TIA, which include the full build-out of Main Street Market and its identified off-site developments, were added to the trips

	TADI	
Phone: 800.605.3091	N36 W7505 Buchanan Court	www.tadi-us.com
	Cedarburg, WI 53012	

expected from the Vista at Creekside. The resulting Year 2028 total traffic volumes are shown below and were used in the capacity analysis of the intersection.



PART C – TRAFFIC OPERATIONS

The Year 2028 total traffic volumes were analyzed to estimate the expected intersection operations under the existing intersection configuration, which includes:

- One shared left-turn/through lane and one shared through/right-turn lane eastbound;
- One shared left-turn/through lane and one shared through/right-turn lane westbound;
- One shared left-turn/through/right-turn lane northbound; and
- One shared left-turn/through lane and one right-turn lane southbound.

As shown below, all movements are expected to operate acceptably at LOS C or better conditions with the full build-out of the Vista at Creekside, Main Street Market, and other identified off-site development.

			Level of	Service per Movement by Approach								
	Peak		Eastbound	Westbound	Northbound	Southbound						
Intersection	Hour		LT TH RT	LT TH RT	LT TH RT	LT TH	RT					
	АМ	LOS	A	A	С	В	Α					
95th Street/Dabbs Farm Road	AIVI	Queue	20'	20'	35'	20'	20'					
& Old Green Bay Road	РМ	LOS	A	A	С	С	Α					
	I IVI	Queue	20'	20'	45'	20'	20'					

PART D – SUMMARY

All movements are expected to operate at LOS C or better conditions with the full-build completion of the Vista at Creekside, Main Street Market, and identified off-site development.

APPENDIX

Analysis Outputs

Lanes, Volumes, Timings 300: Old Green Bay Road & 95th Street

04/23/2019

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4îÞ			4î b			\$			ب	1
Traffic Volume (vph)	15	90	25	30	300	1	90	15	30	1	15	35
Future Volume (vph)	15	90	25	30	300	1	90	15	30	1	15	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		120
Storage Lanes	0		0	0		0	0		0	0		1
Taper Length (ft)	75			75			75			75		
Link Speed (mph)		35			35			35			35	
Link Distance (ft)		292			916			389			414	
Travel Time (s)		5.7			17.8			7.6			8.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	155	0	0	394	0	0	161	0	0	19	42
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												

4.6

Intersection

Int Delay, s/veh

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		đþ.			4î b			4			र्च	1	
Traffic Vol, veh/h	15	90	25	30	300	1	90	15	30	1	15	35	
Future Vol, veh/h	15	90	25	30	300	1	90	15	30	1	15	35	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None										
Storage Length	-	-	-	-	-	-	-	-	-	-	-	120	
Veh in Median Storage	,# -	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84	
Heavy Vehicles, %	3	3	3	3	3	3	2	2	2	1	1	1	
Mvmt Flow	18	107	30	36	357	1	107	18	36	1	18	42	

	la¦au1		Anian ²			1:			Min an O			
	lajor1		Major2			Ainor1			Minor2			
Conflicting Flow All	358	0 C	137	0	0	418	588	69	529	603	179	
Stage 1	-		-	-	-	158	158	-	430	430	-	
Stage 2	-		-	-	-	260	430	-	99	173	-	
Critical Hdwy	4.16		4.16	-	-	7.54	6.54	6.94	7.52	6.52	6.92	
Critical Hdwy Stg 1	-		-	-	-	6.54	5.54	-	6.52	5.52	-	
Critical Hdwy Stg 2	-		-	-	-	6.54	5.54	-	6.52	5.52	-	
Follow-up Hdwy	2.23		2.23	-	-	3.52	4.02	3.32	3.51	4.01	3.31	
Pot Cap-1 Maneuver	1190		1437	-	-	519	420	980	435	414	836	
Stage 1	-		-	-	-	828	766	-	576	584	-	
Stage 2	-		-	-	-	722	582	-	899	757	-	
Platoon blocked, %				-	-							
Mov Cap-1 Maneuver	1190		1437	-	-	459	400	980	391	395	836	
Mov Cap-2 Maneuver	-		-	-	-	459	400	-	391	395	-	
Stage 1	-		-	-	-	815	754	-		566	-	
Stage 2	-		-	-	-	644	564	-	000	745	-	
5												
A	ED								00			
Approach	EB		WB			NB			SB			
HCM Control Delay, s	0.9		0.8			15.2			11.1			
HCM LOS						С			В			
Minor Lane/Major Mvmt	NBLn	1 EBL	EBT	EBR	WBL	WBT	WRP	SRI n1	SBLn2			
· · · ·			LDI	LDI		0001						
Capacity (veh/h)	51	1 1190	-	-	1437	-	-	395	836			

HCM Control Delay (s) 15.2 8.1 0 - 7.6 0.1 - 14.6 9.5 HCM Lane LOS C A A - A A - B A
HCM Lane LOS CAA-A-BA
HCM 95th %tile Q(veh) 1.3 0 0.1 0.2 0.2

Lanes, Volumes, Timings 300: Old Green Bay Road & 95th Street

04/23/2019

	۶	-	\mathbf{i}	4	+	•	•	Ť	۲	1	Ļ	4
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		4îÞ			4î b			\$			ب	1
Traffic Volume (vph)	45	355	85	50	165	1	50	15	50	1	20	15
Future Volume (vph)	45	355	85	50	165	1	50	15	50	1	20	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		0	0		0	0		0	0		120
Storage Lanes	0		0	0		0	0		0	0		1
Taper Length (ft)	75			75			75			75		
Link Speed (mph)		35			35			35			35	
Link Distance (ft)		292			916			389			414	
Travel Time (s)		5.7			17.8			7.6			8.1	
Confl. Peds. (#/hr)												
Confl. Bikes (#/hr)												
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Growth Factor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	2%	2%	2%	1%	1%	1%
Bus Blockages (#/hr)	0	0	0	0	0	0	0	0	0	0	0	0
Parking (#/hr)												
Mid-Block Traffic (%)		0%			0%			0%			0%	
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	551	0	0	246	0	0	131	0	0	24	17
Sign Control		Free			Free			Stop			Stop	
Intersection Summary												
Area Type:	Other											
Control Type: Unsignalized												

4.6

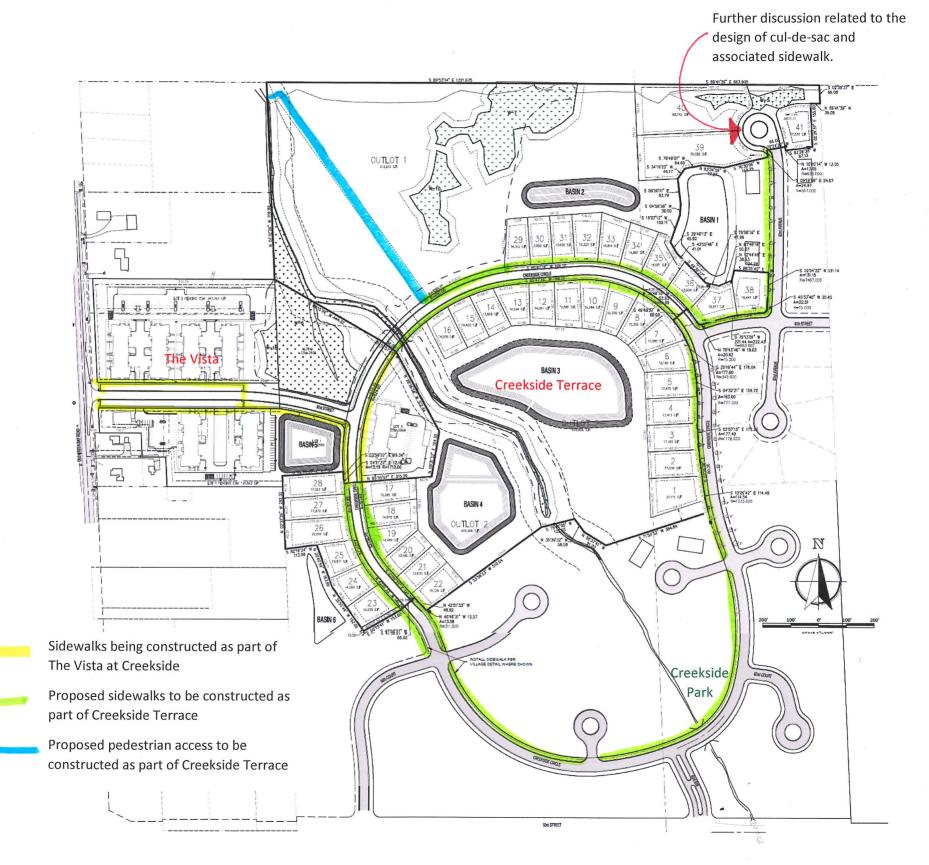
Intersection

Int Delay, s/veh

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		4îÞ			4îb			4			र्भ	1	
Traffic Vol, veh/h	45	355	85	50	165	1	50	15	50	1	20	15	
Future Vol, veh/h	45	355	85	50	165	1	50	15	50	1	20	15	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	
RT Channelized	-	-	None										
Storage Length	-	-	-	-	-	-	-	-	-	-	-	120	
Veh in Median Storage	,# -	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88	
Heavy Vehicles, %	2	2	2	1	1	1	2	2	2	1	1	1	
Mvmt Flow	51	403	97	57	188	1	57	17	57	1	23	17	

Major/Minor	Major1		Major2		Μ	linor1		1	Minor2			
Conflicting Flow All	189	0 0	500	0	0	774	857	250	615	905	95	
Stage 1	-		-	-	-	554	554	-	303	303	-	
Stage 2	-		-	-	-	220	303	-	312	602	-	
Critical Hdwy	4.14		4.12	-	-	7.54	6.54	6.94	7.52	6.52	6.92	
Critical Hdwy Stg 1	-		-	-	-	6.54	5.54	-	6.52	5.52	-	
Critical Hdwy Stg 2	-		-	-	-	6.54	5.54	-	6.52	5.52	-	
Follow-up Hdwy	2.22		2.21	-	-	3.52	4.02	3.32	3.51	4.01	3.31	
Pot Cap-1 Maneuver	1382		1067	-	-	288	293	750	377	277	946	
Stage 1	-		-	-	-	484	512	-	684	665	-	
Stage 2	-		-	-	-	762	662	-	676	490	-	
Platoon blocked, %				-	-							
Nov Cap-1 Maneuver	1382		1067	-	-	241	261	750	304	247	946	
Mov Cap-2 Maneuver	-		-	-	-	241	261	-	304	247	-	
Stage 1	-		-	-	-	459	485	-	648	625	-	
Stage 2	-		-	-	-	678	622	-	571	465	-	
Approach	EB		WB			NB			SB			
HCM Control Delay, s	0.9		2.1			21.5			16			
HCM LOS						С			С			
Minor Lane/Major Mvm	it NBL	n1 EBL	EBT	EBR W	/BL	WBT	WBR S	SBLn1	SBLn2			
Capacity (veh/h)	3	47 1382	-	- 1(067	-	-	249	946			
JCM Lano V/C Patio	0.2	77 0 0 27		0.0	052			0 006	0.018			

HCM Lane V/C Ratio 0.377 0.037 0.053 0.096 0.018
HCM Control Delay (s) 21.5 7.7 0.2 - 8.6 0.2 - 21 8.9
HCM Lane LOS C A A - A A - C A
HCM 95th %tile Q(veh) 1.7 0.1 0.2 0.3 0.1



MEMORANDUM

To: Peggy Herrick, Assistant Planner / Zoning Administrator

From: Matthew J. Fineour, P.E.

- Date: September 18, 2019
- Re: Creekside Terrace Concept Plan DEV1908-005



Office of the Village Engineer

Peggy,

The Engineering Department has reviewed the submitted conceptual plans for the proposed referenced project. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

The engineering review is cursory based on the conceptual plan in order to provide direction in completing the detailed engineering plans. Additional comments may be provided as detailed plans are submitted for further review.

See comments on attached mark-up plan sheets.

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

General Comments

- 3. Show both the existing and proposed floodplain boundary on the site plan. Lots located within the existing regulatory floodplain boundary cannot be developed until the floodplain adjustment is completed, a FEMA LOMR is obtained, and the Village Zoning Map has been amended.
- 4. Basin 4 shall be owned and maintained by the Vista at Creekside Development and shall be in a seperate outlot.
- 5. We-energies gas, electric, and street light plans will need be provided for review with the detailed engineering plans.

Grading / Erosion Control / Storm Water Management

- 6. Grading and Erosion control plans shall be provided for review, as they were not included in the submittal.
- 7. A storm water management plan shall be provided for review.
- 8. Provide an evaluation of the area groundwater elevation with respect to proposed basement elevations.
- 9. Access to existing Basin Retention Basin 1 shall be addressed. There is currently a 40-foot access and maintenance easement to the pond through lot 35. The pond access shall not be part of the single-family lot. It is recommended that the design engineer evaluate providing additional land from lot 38 to the condominium association for creating a new pond access area.

- 10. Provide pond cross-section details.
- 11. Ponds shall be designed with aerator(s) or pond fountain(s) meeting the requirements of WDNR Technical standard-1001. Plans shall show / note requirements and We-Energies plans shall accommodate the electrical needs.
- 12. Address offsite drainage at the rear of lots 26-28 per previous comments provided for the Vista at Creekside plans.
- 13. Earthwork calculations with the engineer's estimate of the amount of import or export of fill needed for the site grading plan will need to be provided with the detailed engineering plans.

Roadway and Storm Sewer

- 14. Provide detailed plans for the sidewalk placement within the existing development. The plans shall show and address existing utilities, drives, street trees, etc. Also, provide existing and proposed grade information for the sidewalk construction.
- 15. Provide railings at the existing bridge headwalls and wing walls. The railing shall be the same used for the proposed new bridge.
- 16. Sump pump laterals shall be provided for all lots. The storm sewer plan shall be revised to accommodate sump laterals.
- 17. Lots 1-7 and 37-38 will require roadway cuts to install sewer and water laterals. The plans shall include resurfacing the entire roadway segment fronting the lots.
- 18. Relay the existing outlet storm sewer from Basin 1 to run down a property line as opposed to cutting through lot 35.
- 19. A geotechnical soils report, including geotechnical recommendations shall be prepared and submitted for the roadway and sanitary sewer access / maintenance path design. Borings shall be performed in 500-foot intervals along the roadway and extend a minimum of 5-feet below the proposed roadway subgrade.
- 20. Roadway cross-sections shall be provided.
- 21. Provide plan and profiles for all public storm sewer segments.

Sanitary Sewer and Water Main

- 22. A gravel sanitary sewer access and maintenance path is required along the existing sewer within outlot1. The path shall accommodate the width, weight, and turning movements of the Village's Vac truck.
- 23. Provide sewer and water lateral information for each lot.
- 24. All existing hydrants within the development shall be modified to provide a field fitted storz connection for the pumper nozzle. The plans shall note requirement.

Bridge Plans

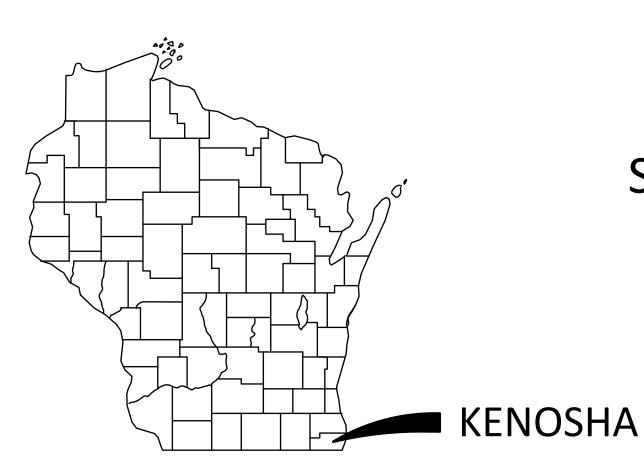
25. Provide railings on the headwall and wing walls. The railing shall be powder coated black. Railings shall also be placed on the existing bridge.

26. Check and evaluate erosion protection needs and requirements for the bridge span and wing walls.

The conceptual plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed.

Attachments:

Plan Mark Up



LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS	\sim	WATER SHUT OFF	*50	
DECIDUOUS TREE	<u>(``</u> , ⁶ "	WATER MAIN VALVE	₩	\mathbf{M}
DECIDUOUS TREE REMOVAL	6 [°]	HYDRANT	Q	
CONIFEROUS TREE	$\int \int \int f^{6}$	WATER MAIN REDUCER	\triangleright	
CONIFEROUS TREE REMOVAL		SANITARY MANHOLE	S	
BUSH	ି ସ	SANITARY CLEAN OUT	0	•
SOIL BORING	🚫 SB 1	STORM MANHOLE	\bigcirc	
TELEPHONE BOX	Т	CATCH BASIN	$\overline{\cdot}$	
GUY WIRE	\rightarrow	LIGHT POLE	-×-	
UTILITY POLE	$\mathbf{\dot{\bullet}}$	ENDWALL	\triangleleft	
GAS VALVE	GV	STORM SEWER	STM	—)—
GAS METER		SANITARY SEWER	SAN	>
SEPTIC VENT	የ	WATERMAIN	w	—W
ELECTRIC MANHOLE	\bigcirc	CONTOURS	<u> </u>	<u> </u>
COMMUNICATION MANHOLE	\bigcirc	FIRE PROTECTION		—— FP ——
WATER MANHOLE	\bigotimes	UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT		CULVERT	□ <u>12</u> [*] CMP □	12" CMP
SECTION CORNER	•	RAILROAD TRACKS	-+++++++	
MAIL BOX		FENCE	—x——x—	
GUARD POST	8	NO VEHICULAR ACCESS		
STREET SIGN	þ	UNDERGROUND ELECTRIC	—Е——	
ELECTRIC PEDESTAL	щ	UNDERGROUND GAS MAIN	G	
ELECTRIC METER		UNDERGROUND COMMUNICATIONS	——СМ——	
PAD MOUNT TRANSFORMER		SILT FENCE	<i>—//—</i>	
FOUND IRON PIPE	0	OVERHEAD ELECTRIC	OHE	
SET IRON PIPE	•	FORCE MAIN	\	

ΨI	MB
1	
	MB
w	oodworth
	MB

ABBREVIATIONS

CHD

C&G

CB

CL

EOP

FFF

FG

FP

OHWM

ТОВ

тос

TOW

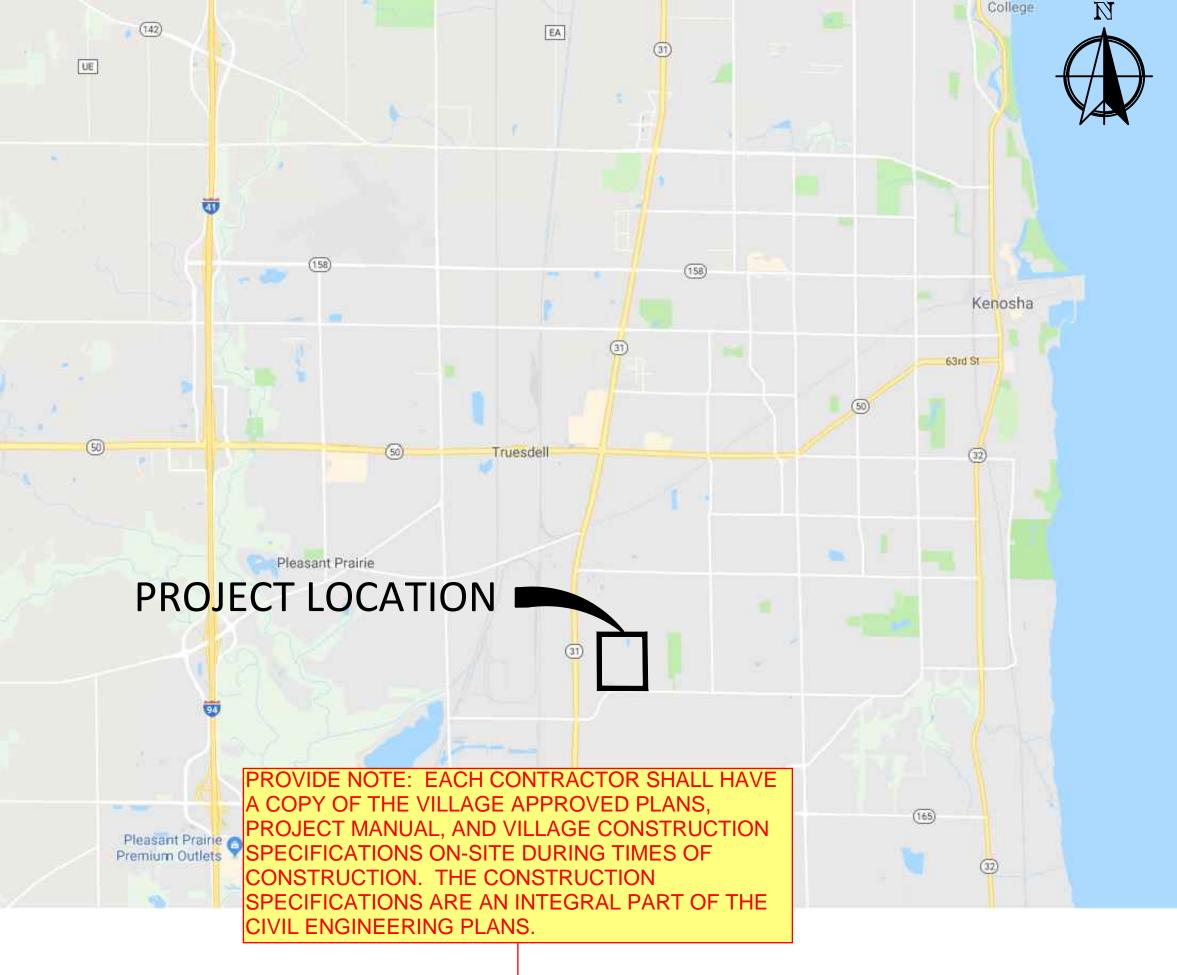
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INVERT ELEVATION	IE
LENGTH OF CURVE	ARC
MANHOLE	MH
NORMAL WATER LEVEL	NWI
POINT OF CURVATURE	PC
POINT OF TANGENCY	ΡT
TANGENCY OF CURVE	TAN
POINT OF VERTICAL INTERSECTION	PVI
RADIUS	R
RIGHT OF WAY	ROV
SANITARY SEWER	SAN
STORM SEWER	STM
TOP OF FOUNDATION	TOF
WATER MAIN	WM



CONSTRUCTION PLANS **CREEKSIDE TERRACE** SITE GRADING, DRAINAGE, UTILITY & PAVEMENT IMPROVEMENTS

for CREEKSIDE PP, LLC Pleasant Prairie, Wisconsin



PRE-CONSTRUCTION NOTE

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Call 🛺 or (800) 242-8511 www.DiggersHotline.com

> PROVIDE A PROJECT MANUAL WITH THE DETAILED ENGINEERING PLAN SUBMITTAL

SHEET INDEX

Plan Sheet

VOPP ENG REVIEW PLAN MARK UP SEPTEMBER 18. 20

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TYPICAL SECTIONS & CONSTRUCTION DETAILS	16 thru 20 OF 20



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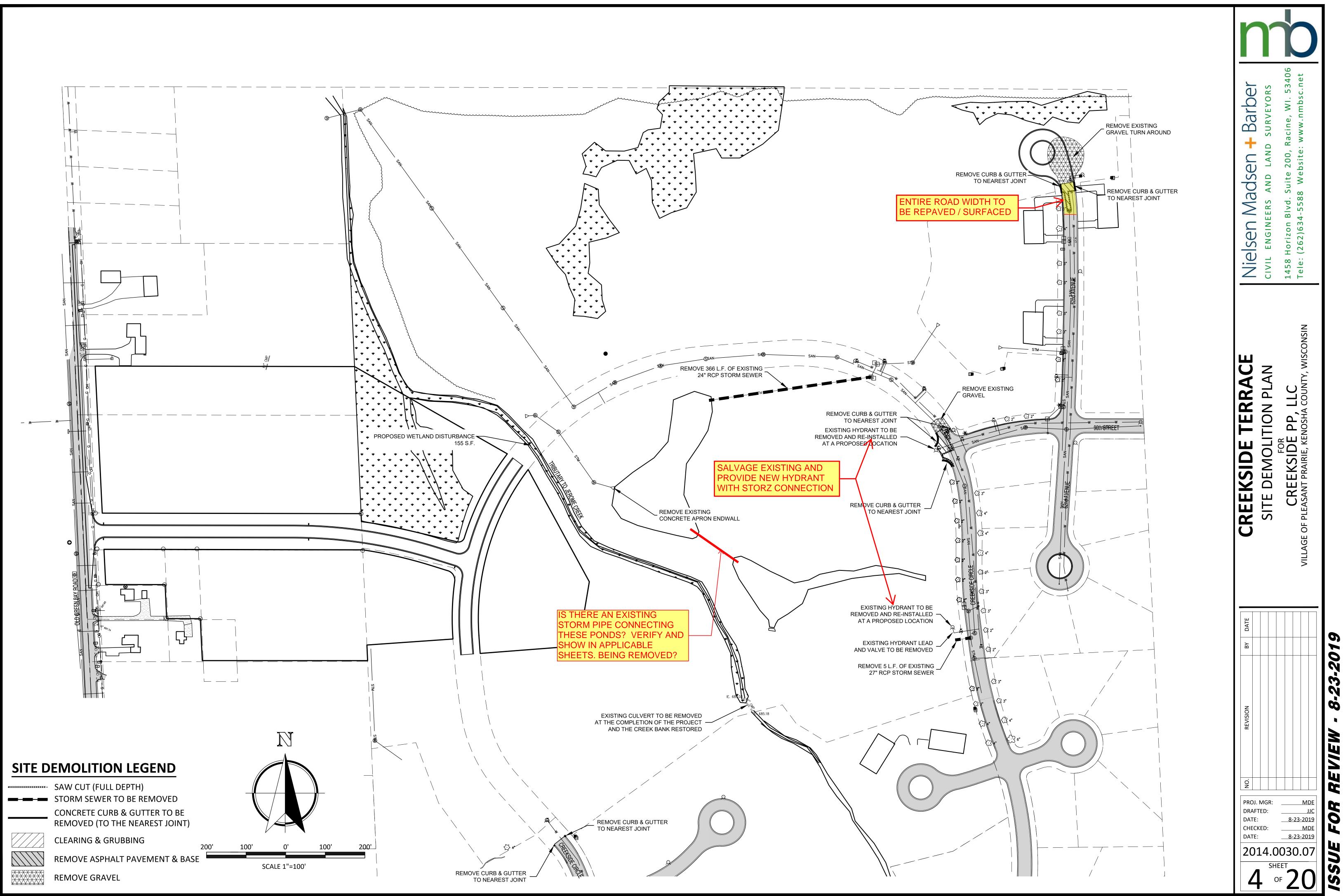
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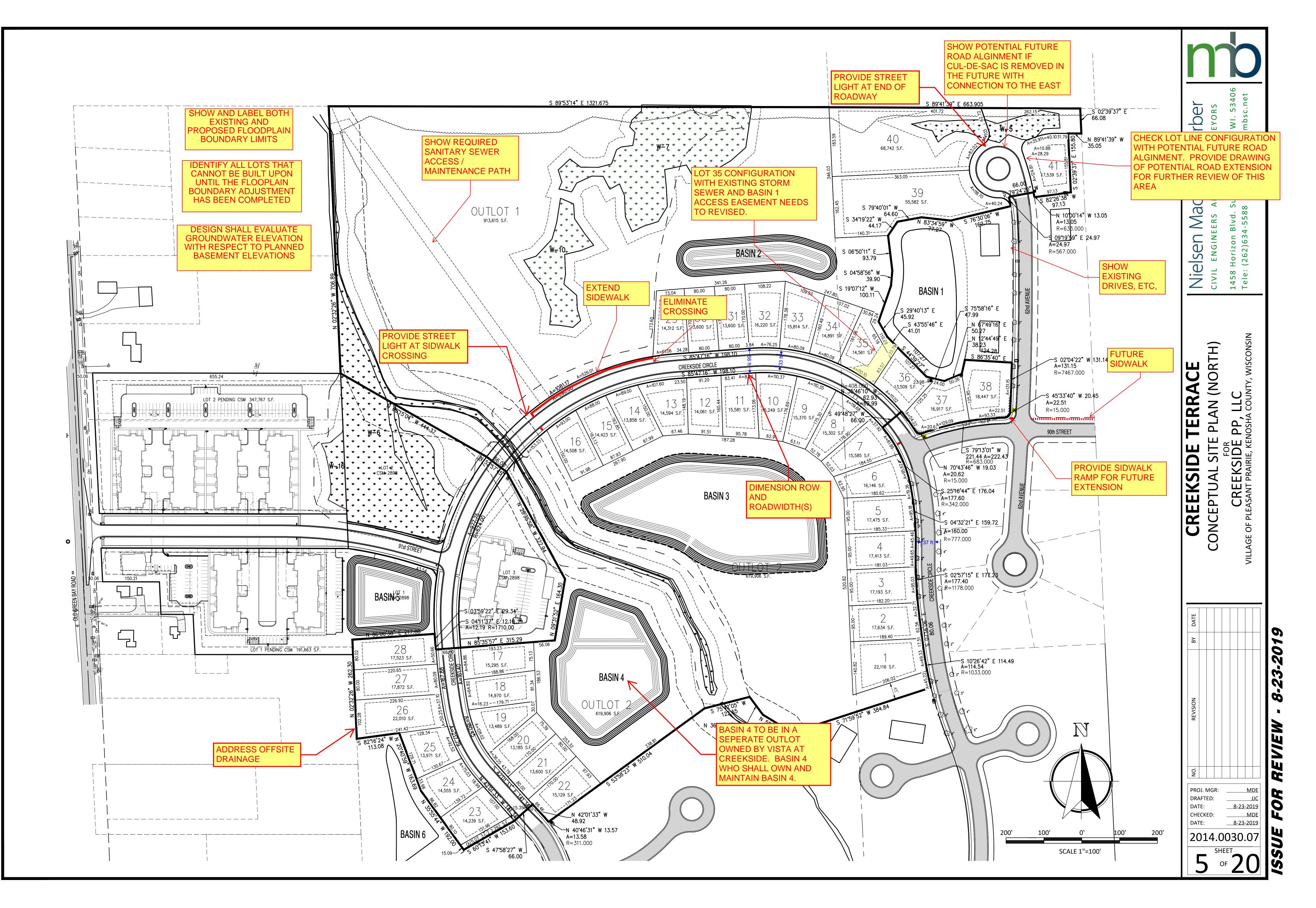
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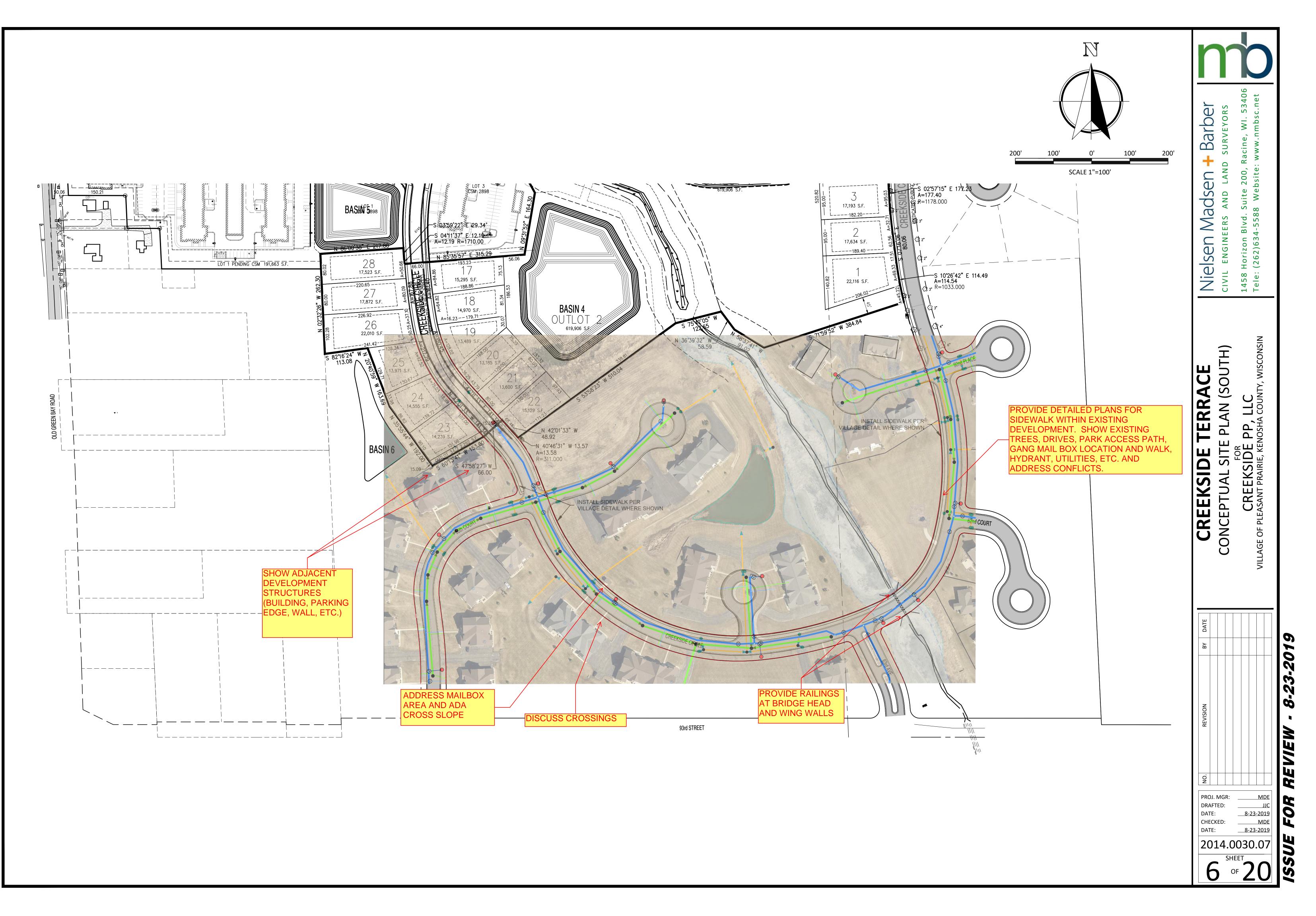


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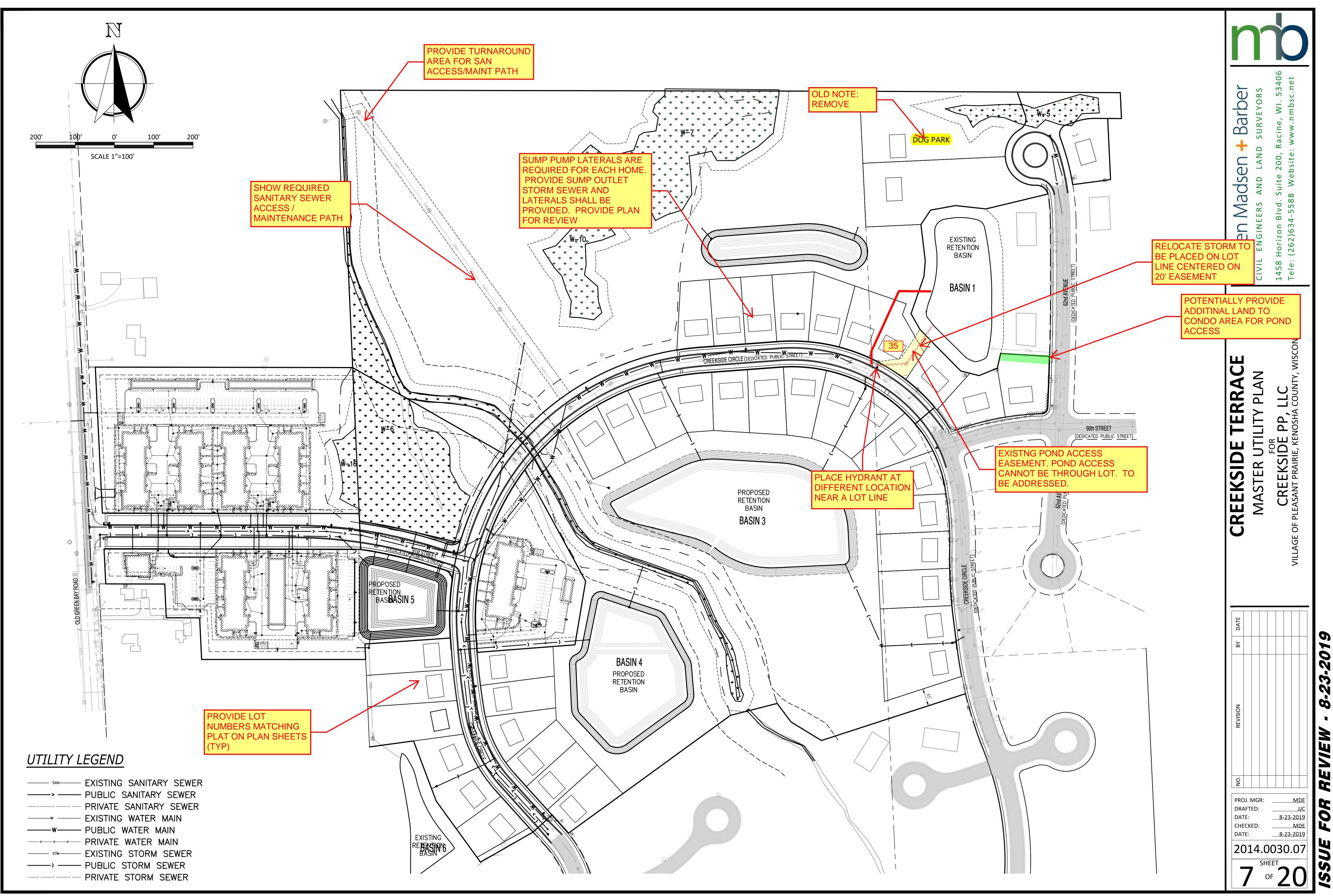
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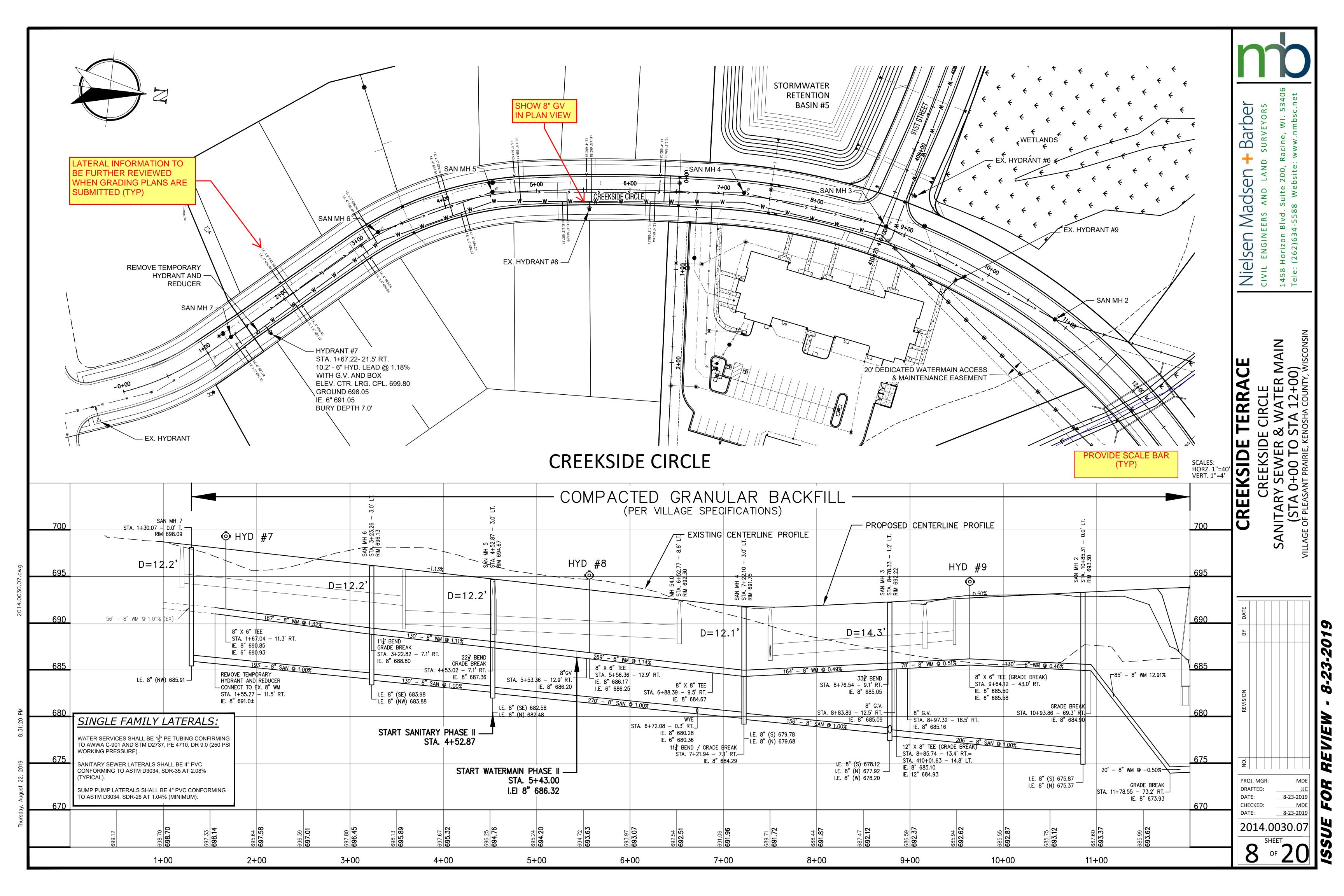
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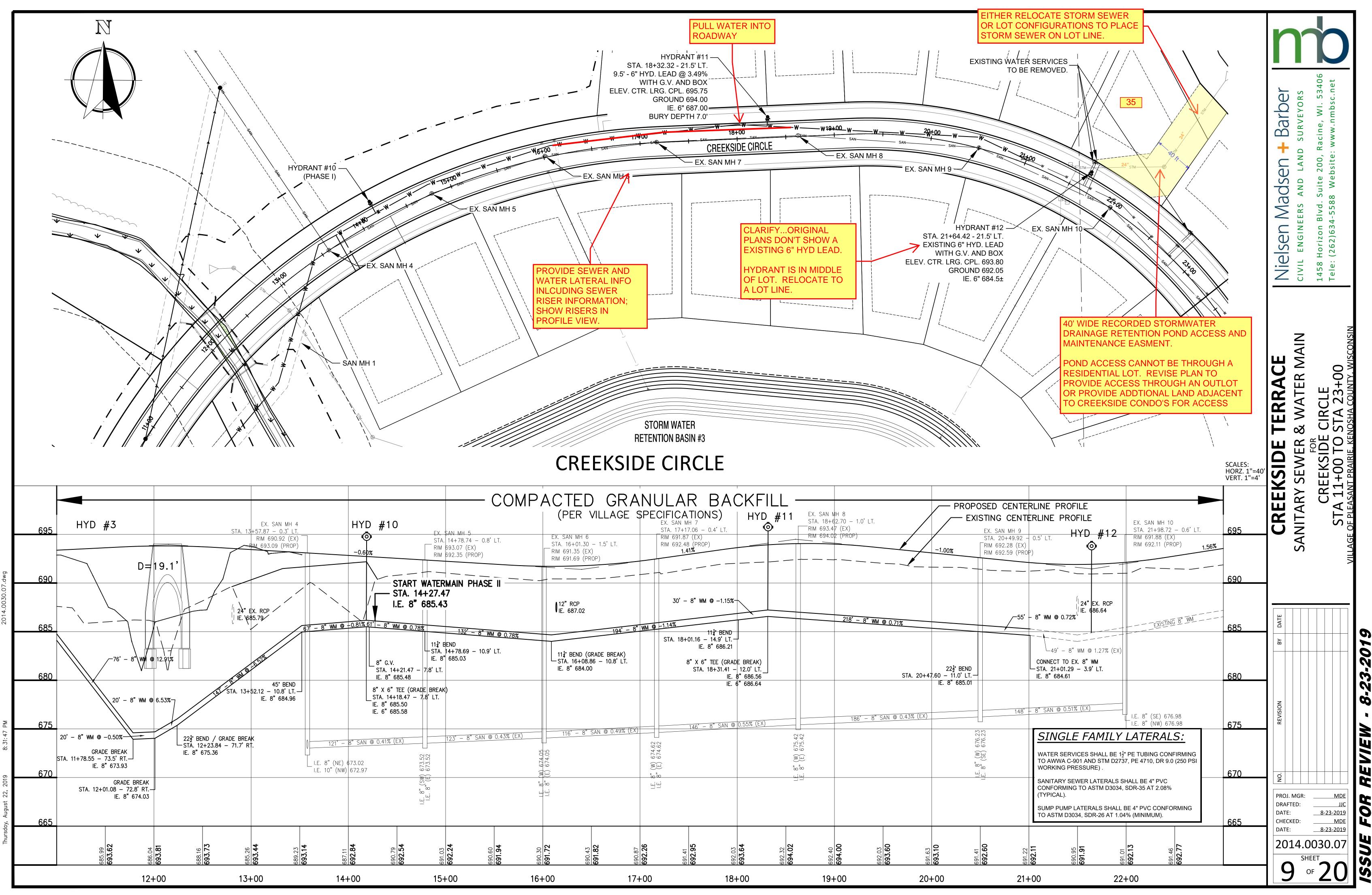


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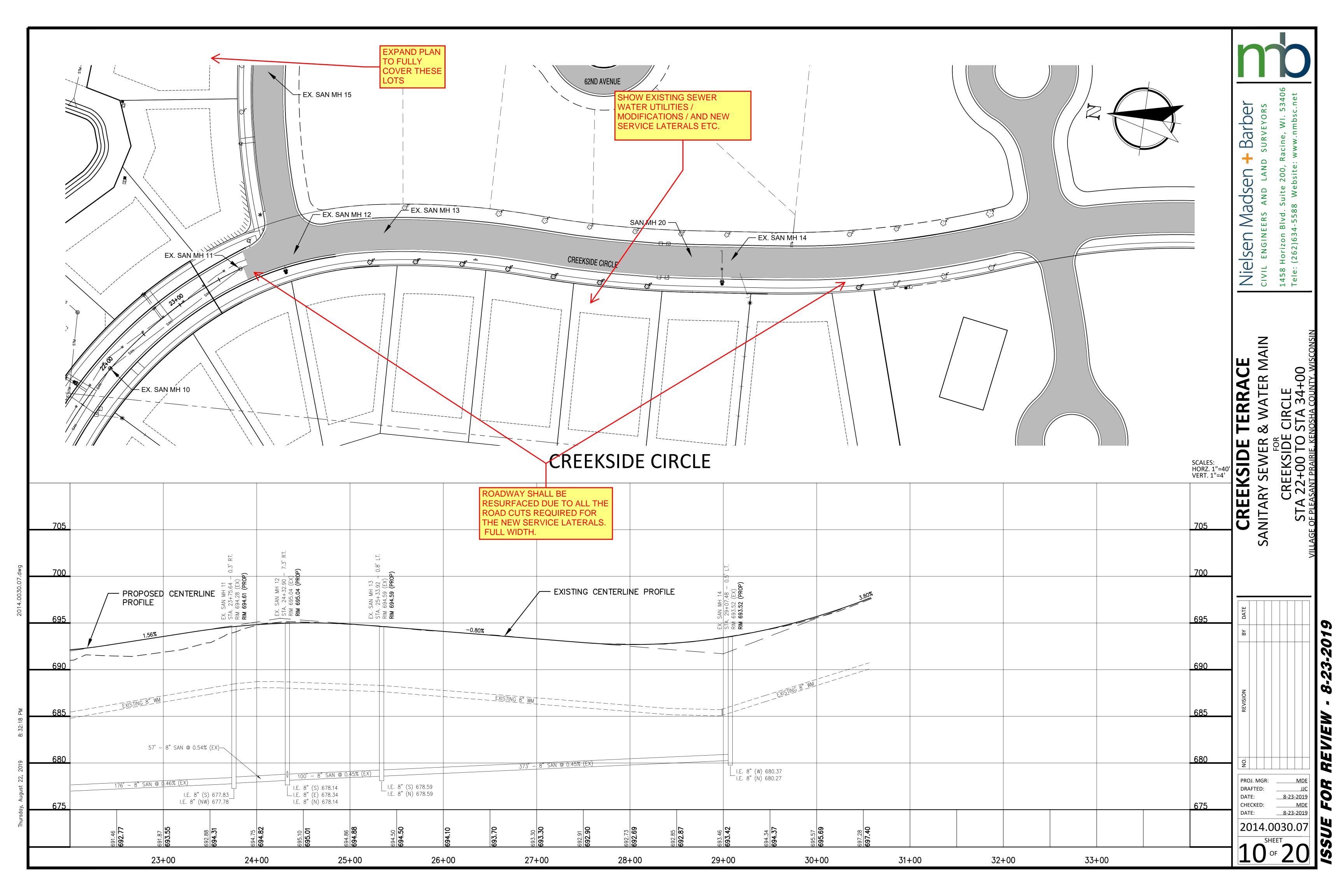


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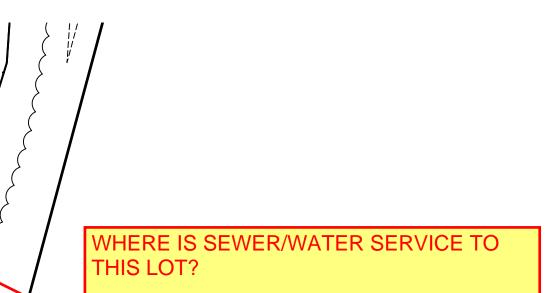




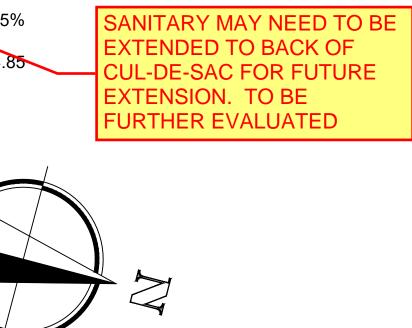
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PROPOSED SIDEWALK AT THIS LOCATION? PROVIDE PLAN SHOWING OVERALL SIDEWALK LOCATIONS 4 4 <u>۲</u> 4 ____ EX. SAN MH 20 62ND AVENUE 4 **۴ ۴** — SAN MH 20.1 103+46 103+90 4 102+00 GTK HYDRANT #7
STA. 102+26.76 - 10.6' RT.
13.0' - 6" HYD. LEAD @ 0.75%
WITH G.V. AND BOX
ELEV. CTR. LRG. CPL. 694.85 **←**IE. 6" 685.68 <u>۲</u> 4 4 62ND AVENUE COMPACTED GRANULAR BACKFILL 705 -(PER VILLAGE SPECIFICATIONS)-700 · Existing Profile 10X +73. 85 + 20 (6.70 (EX) (PRC 695 MH 101-692.8 EX. SAN MH STA. 100+26 RIM 691.64 **RIM 691.64** SAN STA. RIM 0.75% EXISTING PROFILE 690 ,−13' – 6" WM @ –0.75% 685 HYDRANT 146' - 8" SAN @ -0.40% └─STA. 102+26.76 - 10.6' RT. T IE. 6"685.68 HYDRANT I.E. 8"(N) 683.02 I.E. 8"(S) 682.99 └─STA. 102+23.76 - 10.5' RT. IE. 6"685.66 680 CONNECT TO EX. 8" WM STA. 101+20.84 - 10.8' RT. 8" X 6" REDUCER ______STA. 102+13.77 - 10.1' RT. ய IE. 8" 684.8± IE. 8"685.50 IE. 6"685.58 675 100+00 101+00 102+00 103+00



FURTHER REVIEW NEEDED UPON SUBMITTAL OF GRADING PLAN AND LOCATIONS OF BUILDING PADS.

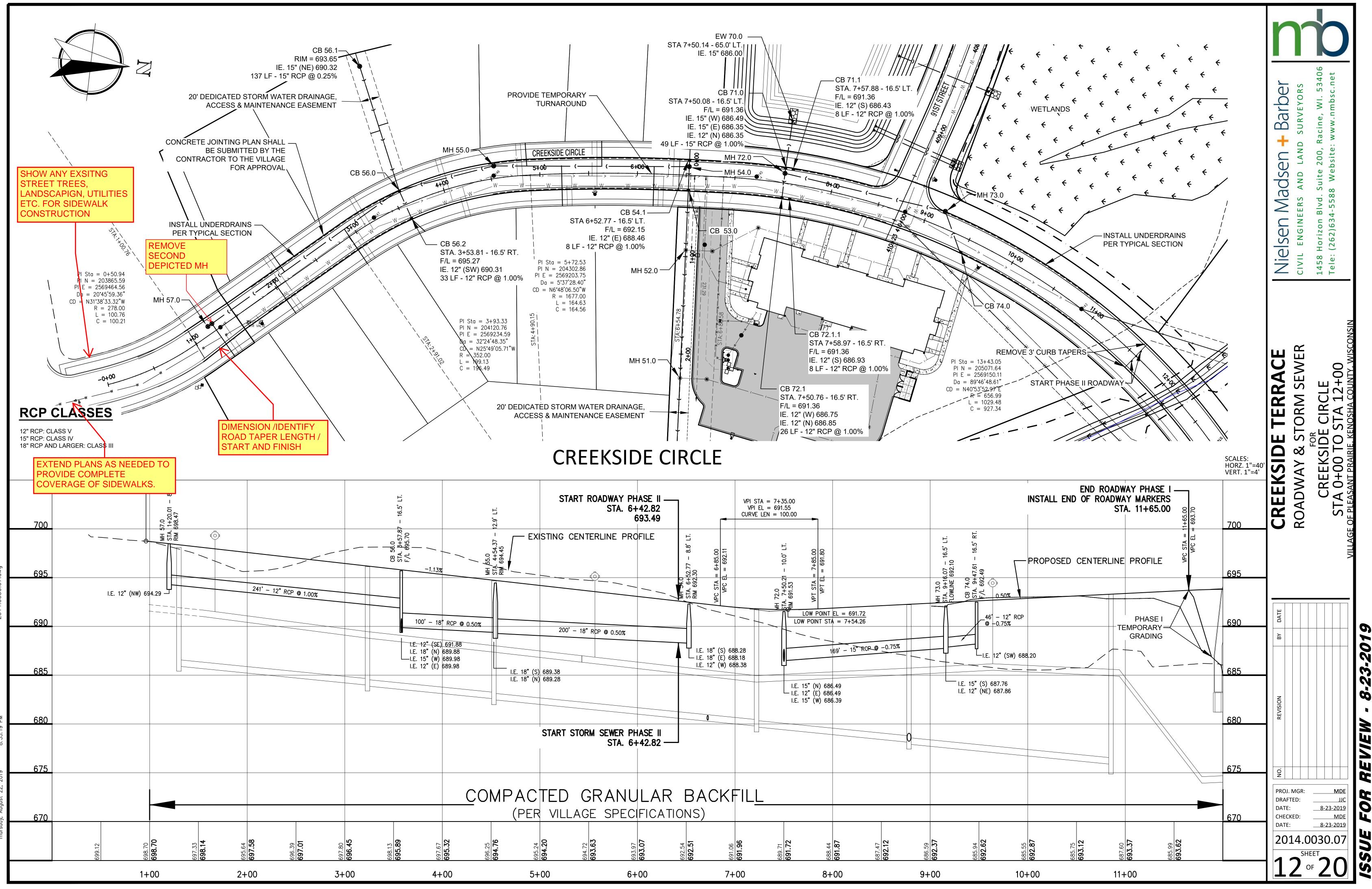


	SCALES: HORZ. 1"=40' VERT. 1"=4'
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	700
CENTERLINE	695
CENTERLINE	690
	685
	680
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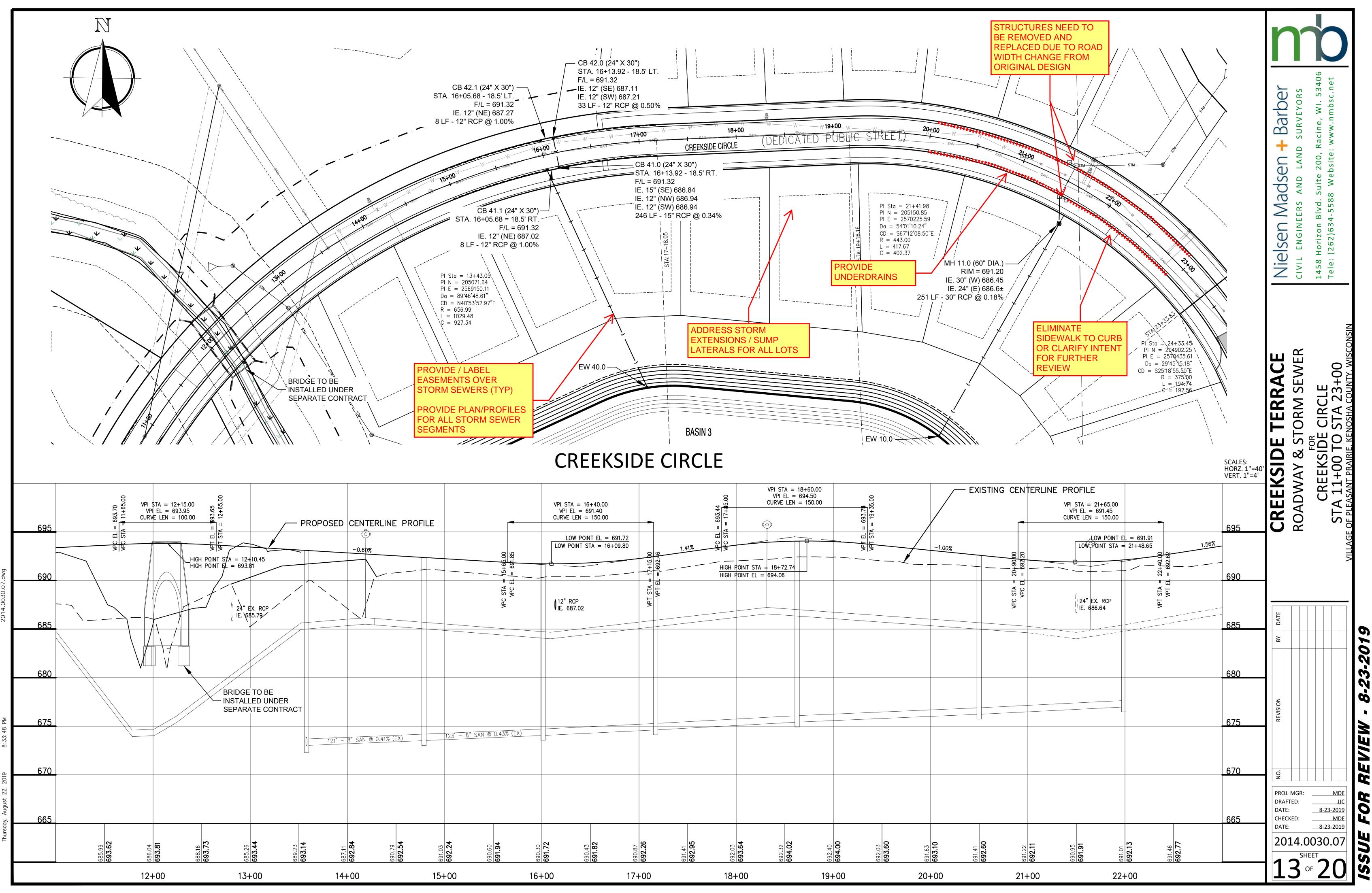


9 1458 Horizon Blvd. Suite 200, Racine, WI. 5340 Tele: (262)634-5588 Website: www.nmbsc.net Nielsen Madsen + Barber ERRACE R WATER MAIN 62ND AVENUE 0 99+00 TO STA 104+ EASANT PRAIRIE, KENOSHA COUNT **CREEKSIDE** 7 SANITARY SEWER 8 STA OF PLE

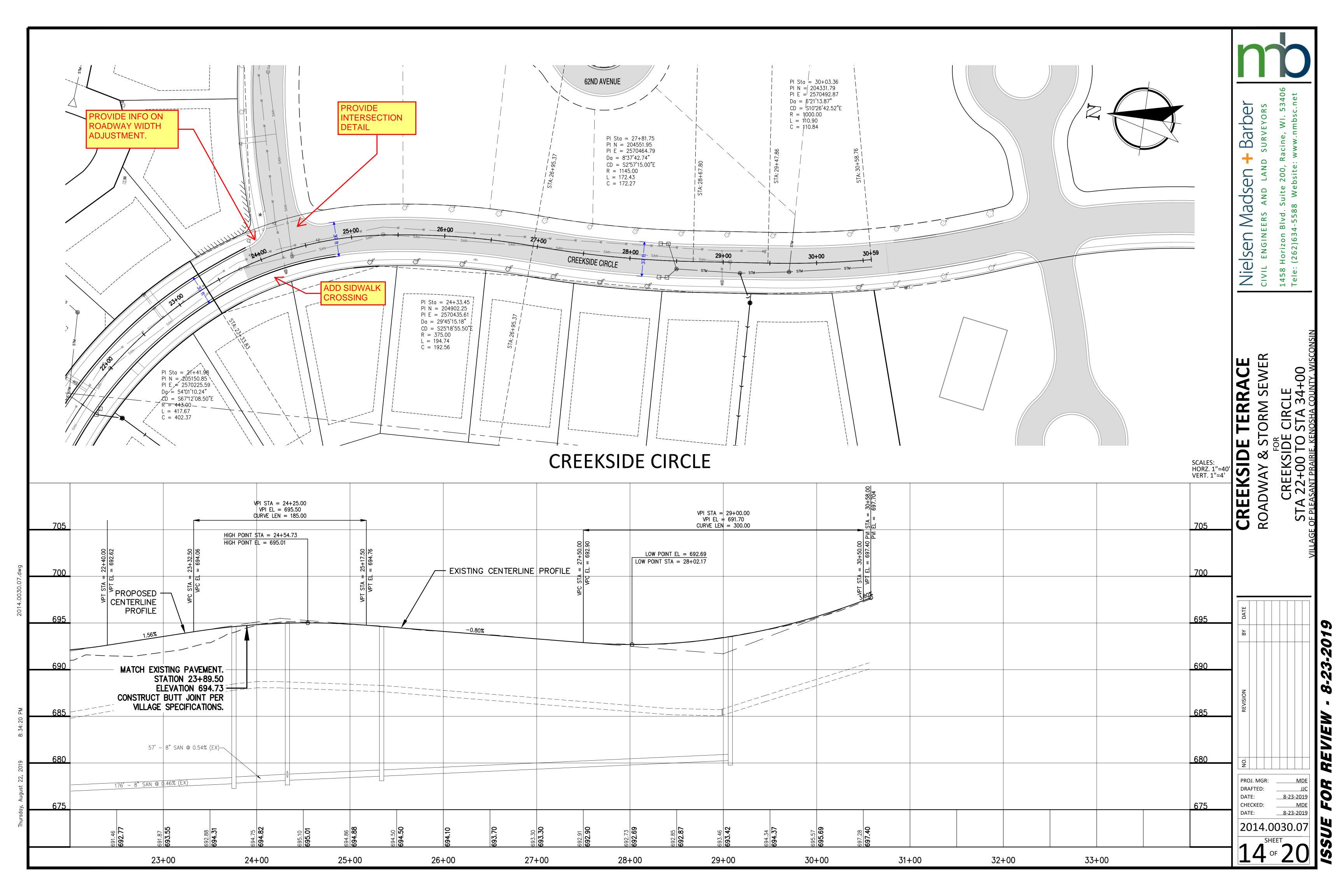
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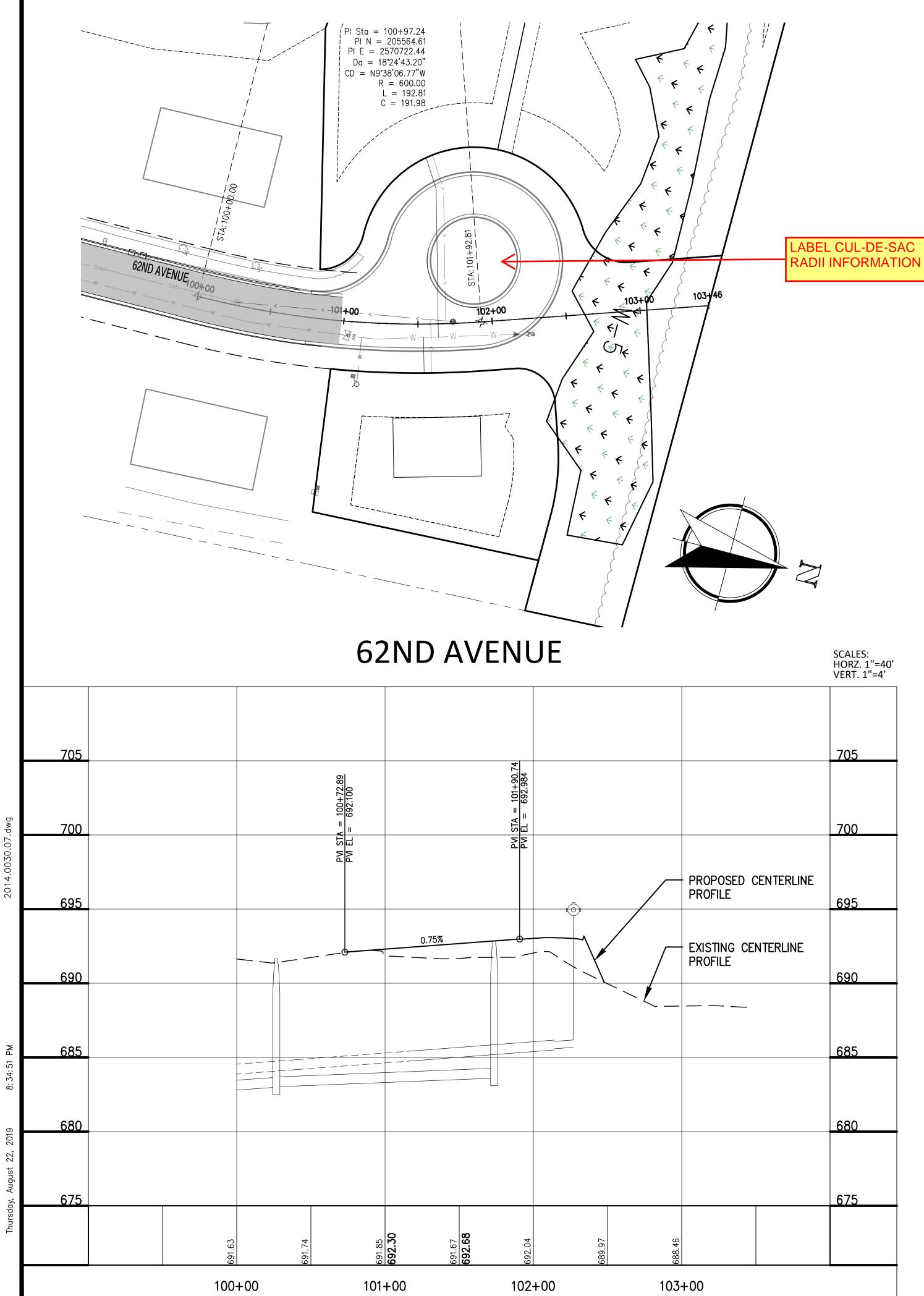


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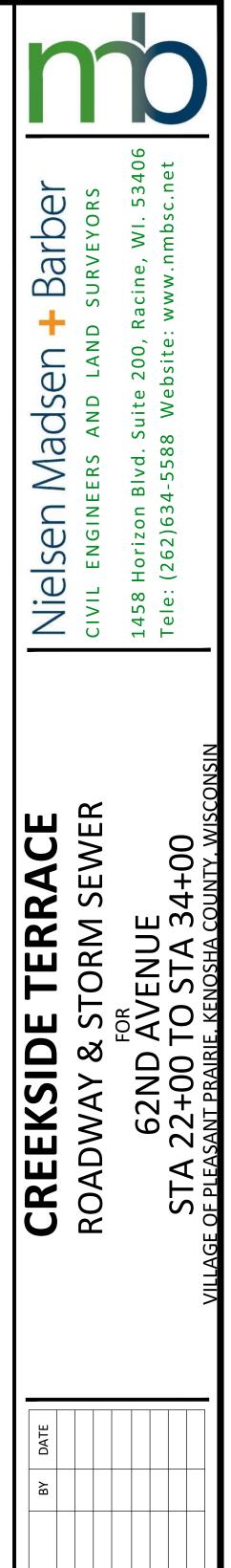
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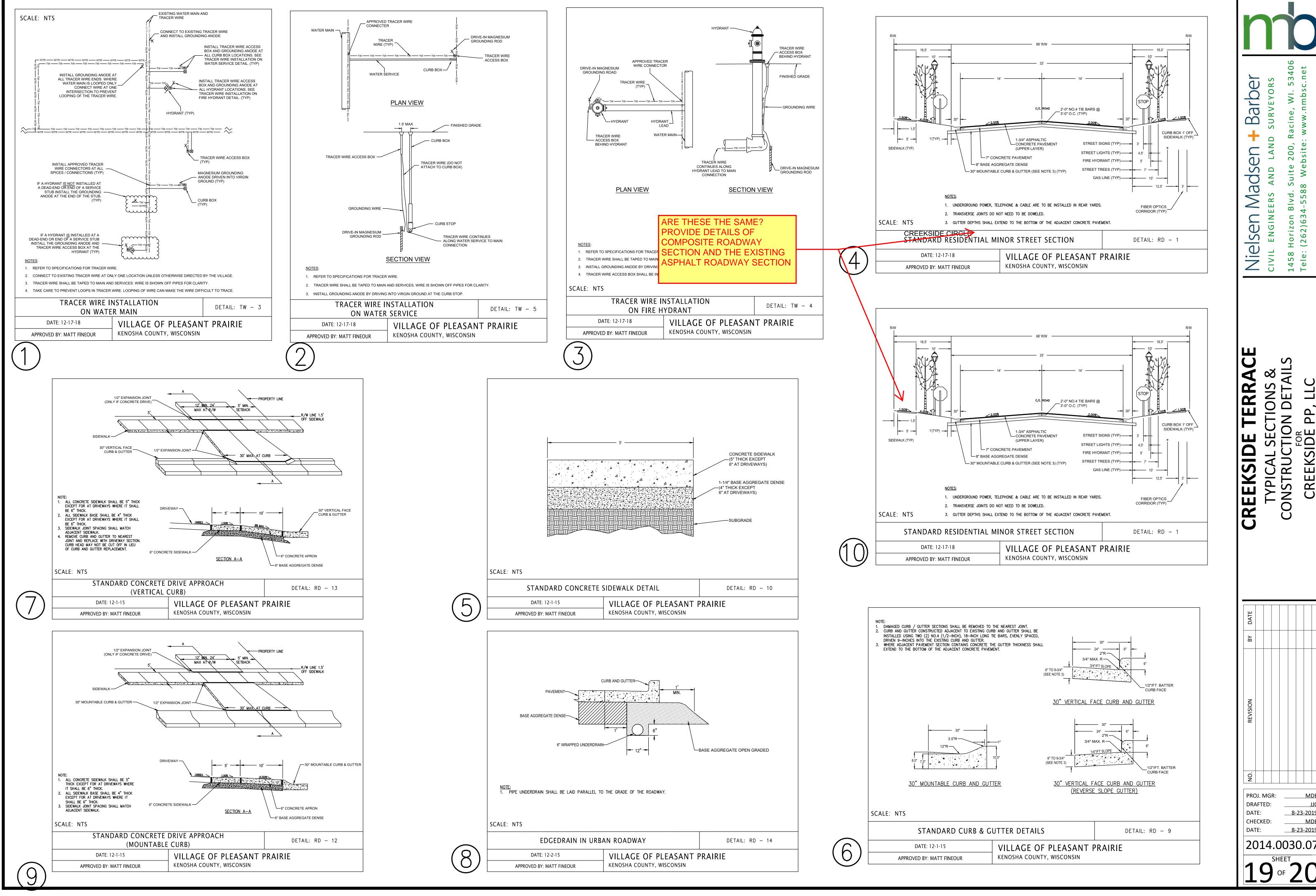


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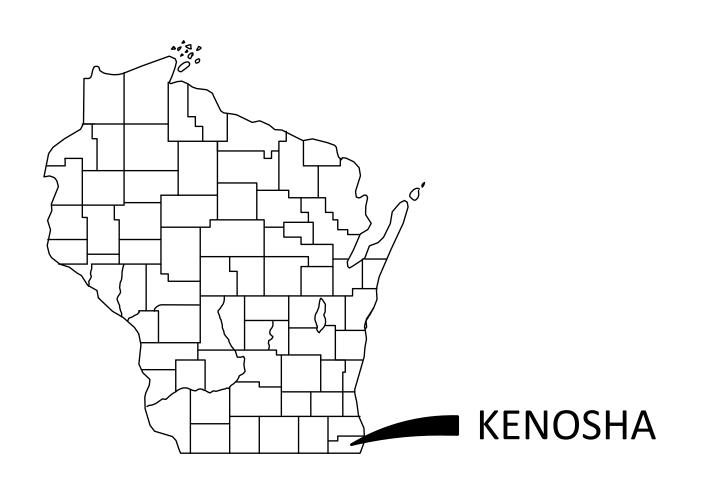
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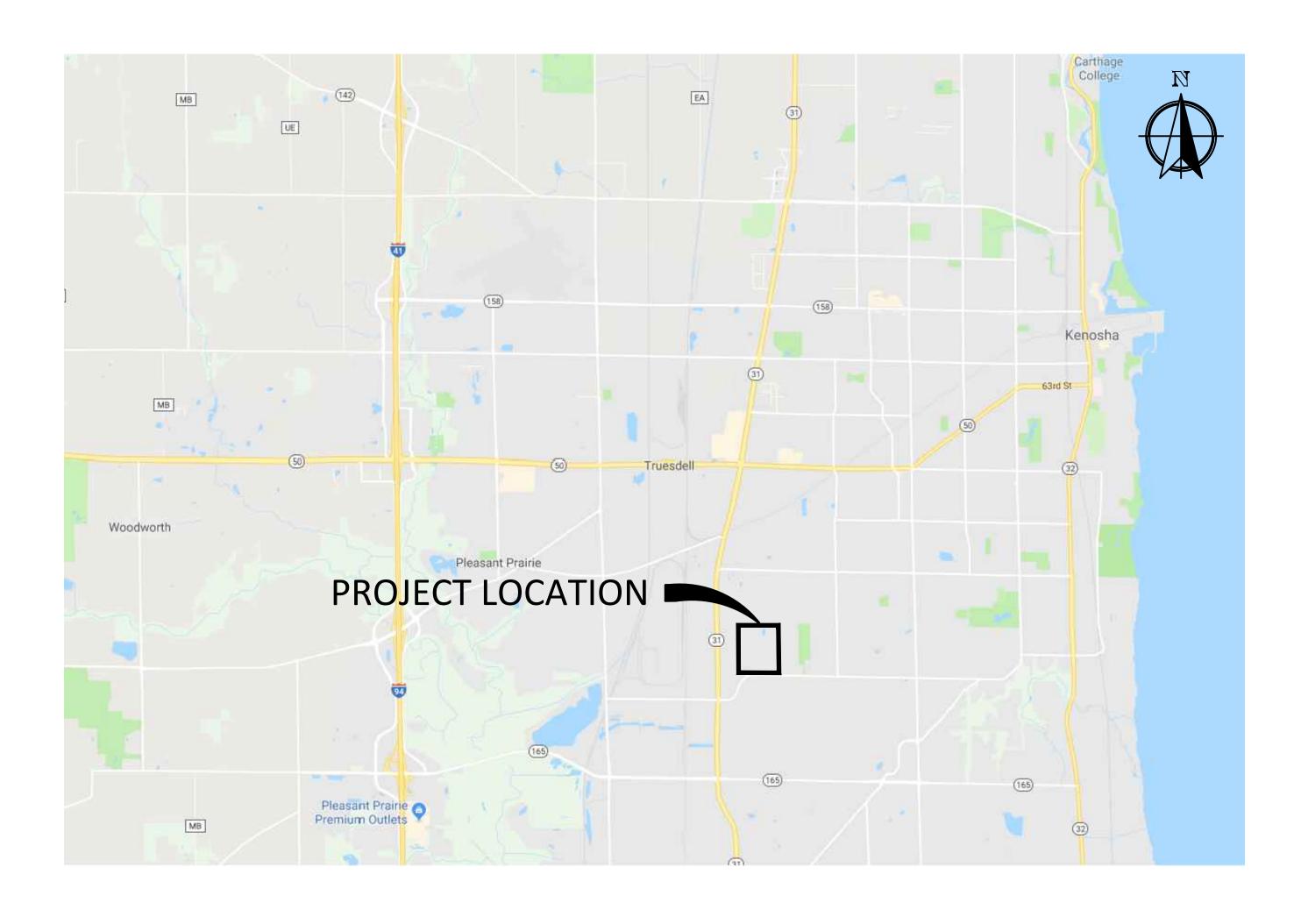
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DECIDUOUS TREE REMOVAL	6 [°]	HYDRANT	Q	
CONIFEROUS TREE		WATER MAIN REDUCER	\triangleright	
CONIFEROUS TREE REMOVAL	- 4	SANITARY MANHOLE	S	igodol
BUSH	ۍ ۲	SANITARY CLEAN OUT	0	•
SOIL BORING	🚫 SB 1	STORM MANHOLE	\bigcirc	
TELEPHONE BOX	Т	CATCH BASIN	$\overline{\cdot}$	
GUY WIRE	\rightarrow	LIGHT POLE	-×	
UTILITY POLE	•	ENDWALL	\triangleleft	
GAS VALVE	°℃	STORM SEWER	STM	—)—
GAS METER		SANITARY SEWER		>
SEPTIC VENT	Ŷ	WATERMAIN	——w—	—-W
ELECTRIC MANHOLE	\bigcirc	CONTOURS	→ 650	
COMMUNICATION MANHOL	e 🔘	FIRE PROTECTION		—— FP ——
WATER MANHOLE	\bigotimes	UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT	Δ	CULVERT	□ <u>12</u> [*] CMP □	12" CMP
SECTION CORNER	•	RAILROAD TRACKS	-++++++ -	
MAIL BOX		FENCE	_xx_	
GUARD POST	8	NO VEHICULAR ACCESS	<u></u>	
STREET SIGN	ρ	UNDERGROUND ELECTRIC	——Е——	
ELECTRIC PEDESTAL	Щ	UNDERGROUND GAS MAIN	G	
ELECTRIC METER		UNDERGROUND COMMUNICATIONS	CM	
PAD MOUNT TRANSFORMER		SILT FENCE	//	
FOUND IRON PIPE	0	OVERHEAD ELECTRIC	OHE	
SET IRON PIPE	•	FORCE MAIN	\	



BASE LINE LONG CORD OF CURVE CURB AND GUTTER CATCH BASIN	
CENTERLINE	
EDGE OF PAVEMENT	
FINISHED FIRST FLOOR	
FINISHED GRADE	
FLOW LINE	
FLOODPLAIN	
ORDINARY HIGH WATER MA	٩RK
TOP OF BANK	
TOP OF CURB	
TOP OF WALK	

INVERT ELEVATION	IE
LENGTH OF CURVE	ARC
MANHOLE	MH
NORMAL WATER LEVEL	NWL
POINT OF CURVATURE	РС
POINT OF TANGENCY	РТ
TANGENCY OF CURVE	TAN
POINT OF VERTICAL INTERSECTION	PVI
RADIUS	R
RIGHT OF WAY	ROW
SANITARY SEWER	SAN
STORM SEWER	STM
TOP OF FOUNDATION	TOF
WATER MAIN	WM

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CONSTRUCTION PLANS tor **CREEKSIDE TERRACE** BRIDGE IMPROVEMENTS for

CREEKSIDE PP, LLC Pleasant Prairie, Wisconsin

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SHEET INDEX

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TITLE SHEET	1 OF 4
EXISTING CONDITIONS SURVEY	2 OF 4
ROADWAY	3 OF 4
BRIDGE CONSTRUCTION DETAILS	4 OF 4



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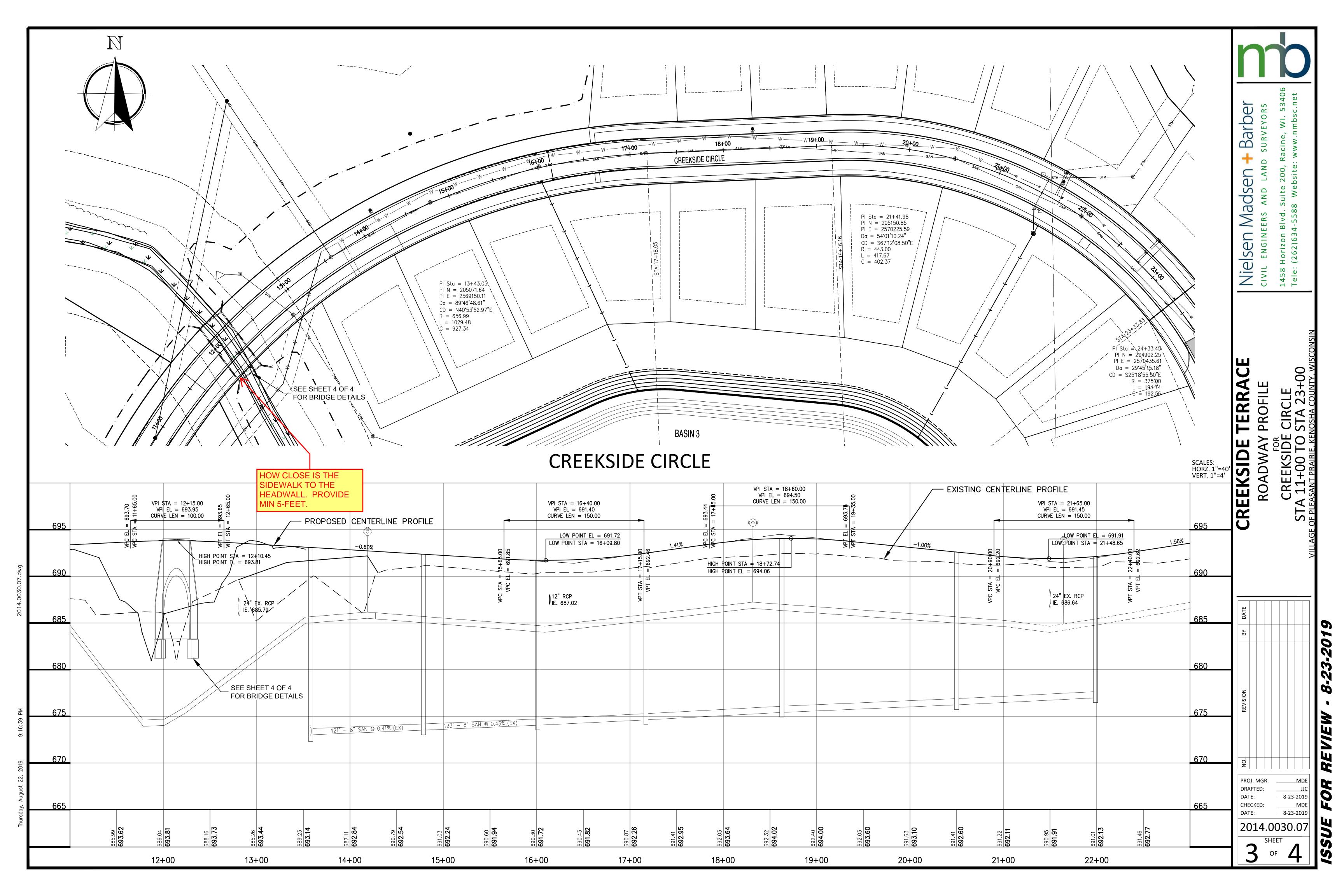
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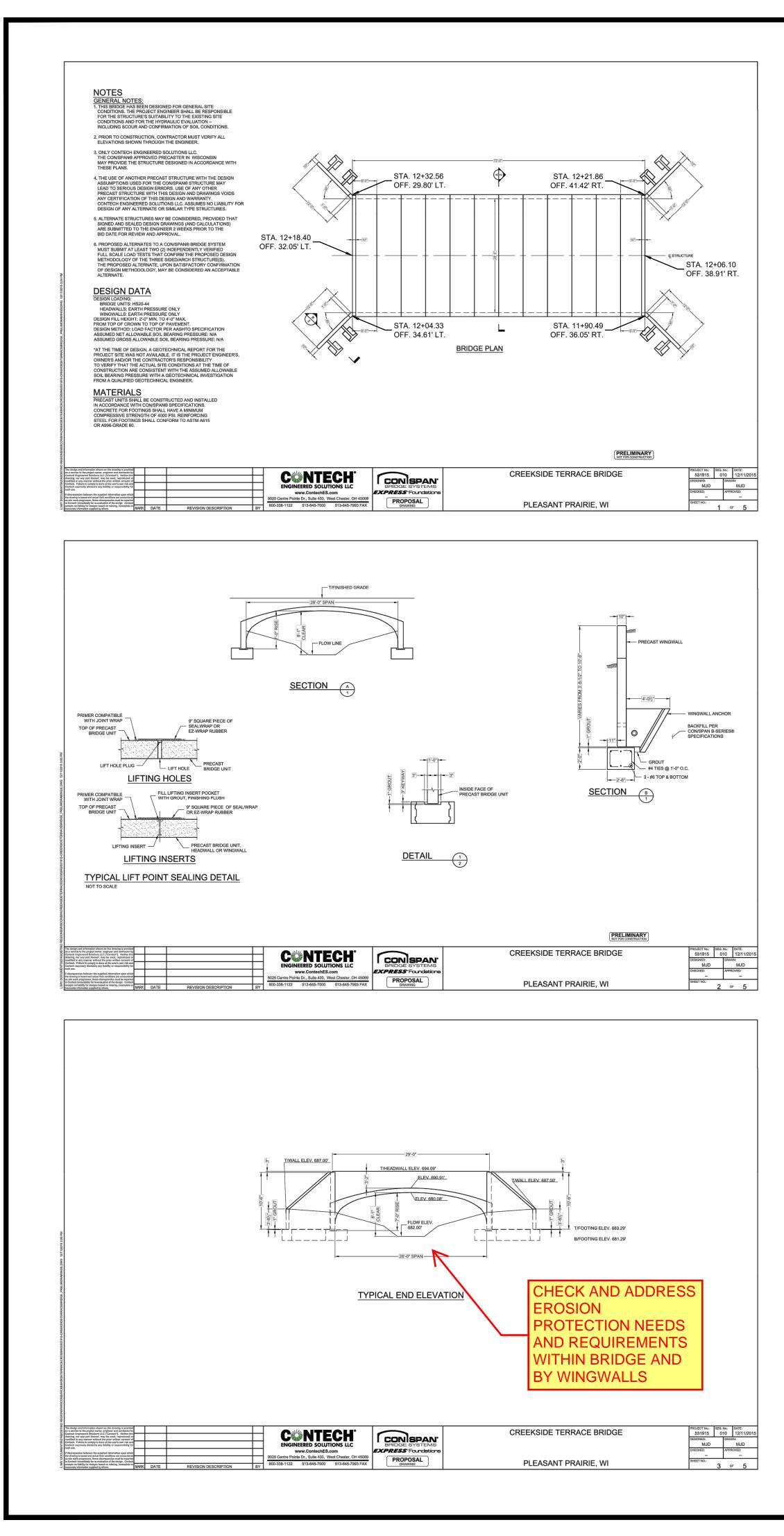
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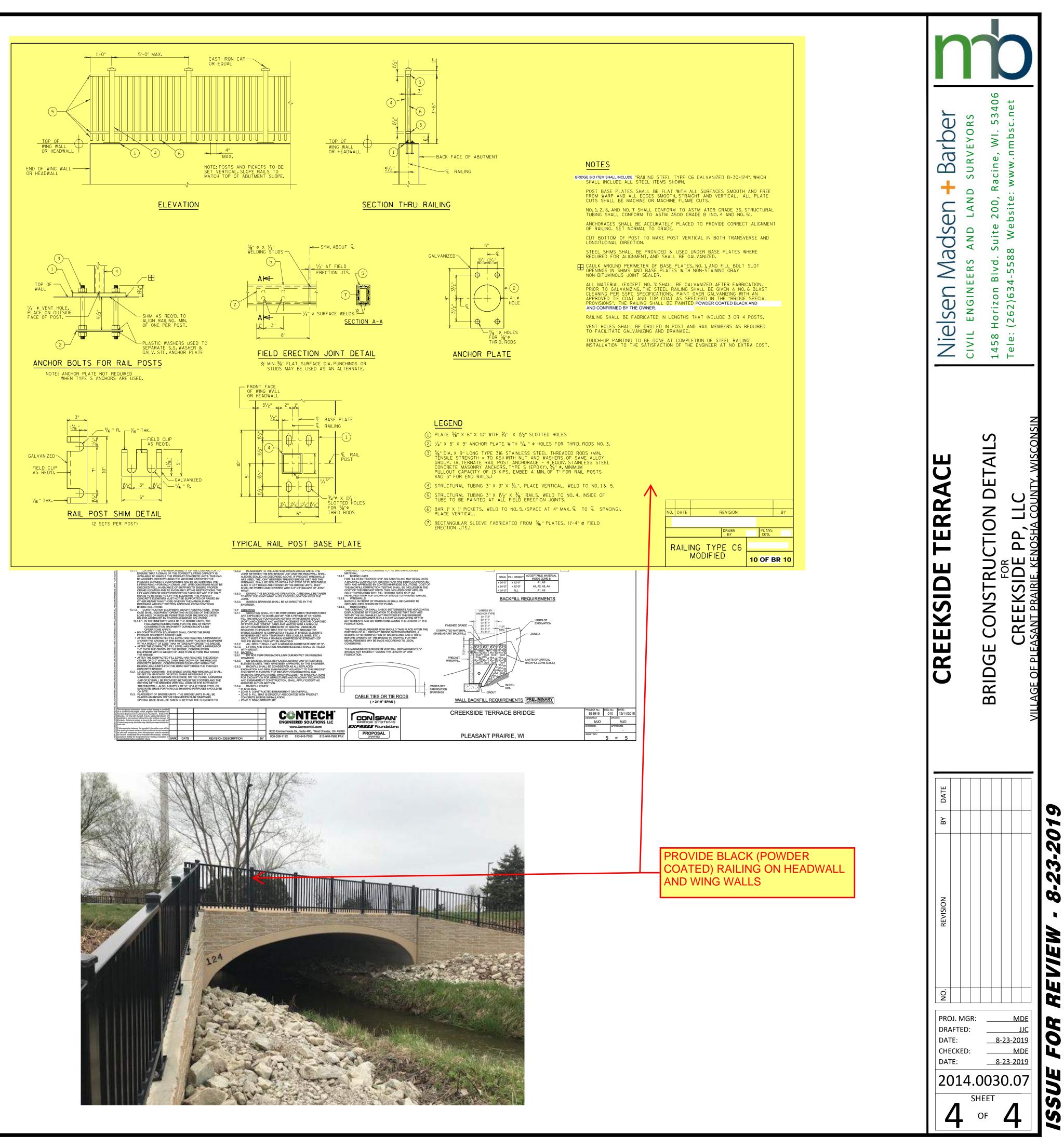
> NATURAL GAS EMERGENCY: (800) 261-5325 ELECTRICAL EMERGENCY: (800) 662-4797

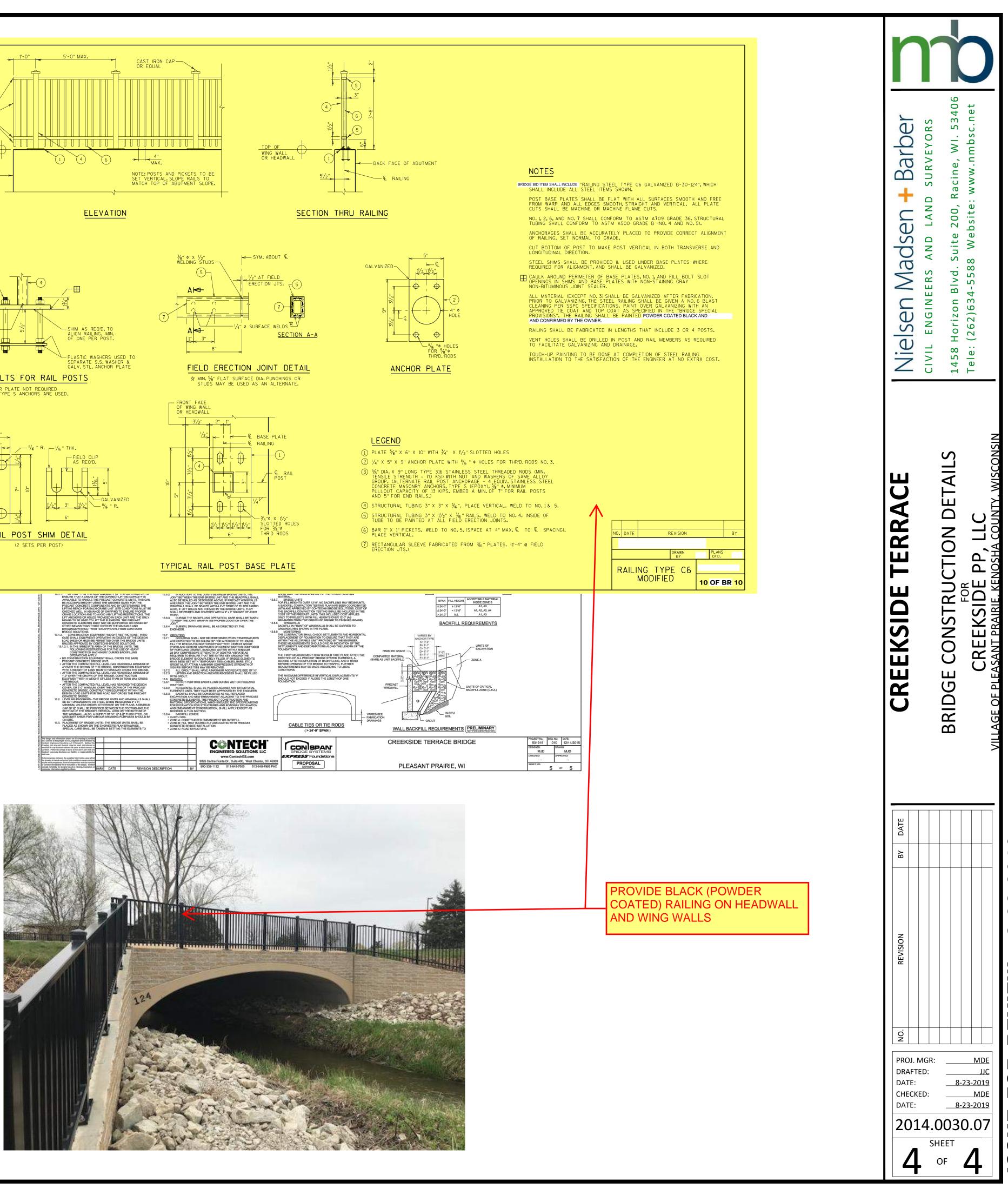
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Nielsen Madsen + Barber	CIVIL ENGINEERS AND LAND SURVEYORS 1458 Horizon Blvd. Suite 200, Racine, WI. 53406 Tele: (262)634-5588 Website: www.nmbsc.net	
CREEKSIDE TERRACE	BRIDGE IMPROVEMENTS FOR CREEKSIDE PP, LLC	
BY DATE		
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CHANGE. EXCESS FILL SHALL BE REMOVED AT THE LOT OWNERS COST. NO DISPOSAL OF MATERIALS WITHIN THE VILLAGE OF PLEASANT PRAIRIE SHALL OCCUR UNLESS A VILLAGE LAND DISRUBANCE PERMIT AND OTHER REQUIRED VILLAGE, COUNTY, STATE OR FEDERAL APPROVALS HAVE BEEN OBTAINED FOR THE SPECIFIC EDSIPOSAL SITE. PROVENTS.

ses, the approved grades or any violation that will to correct any grading

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.8 <u>Completion</u>. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the Village.

3.9 <u>Easements/Dedications/Obligations</u>.

Easements-General. Certain Easements affecting the Property are recorded (a) on the final plat for Creekside Terrace Subdivision in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

(b) <u>Setbacks</u>. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to

Creekside Terrace Subdivision Declaration of Restrictions, Covenants and Easements

Document Number

Document Title

Rev. 10/11/19 gott See communts.

Return to:

John E. Hotvedt Hotvedt & Terry, LLC 4015 – 80th Street, Suite H Kenosha, WI 53142

92-4-122-153-0727 92-4-122-153-0728 92-4-122-153-0729

Parcel Identification Number

CREEKSIDE TERRACE

Declaration of Restrictions, Covenants and Easements

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS ("Declaration"), is made by CREEKSIDE PP, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Village of Pleasant Prairie (the "Village"), County of Kenosha, State of Wisconsin, known as Creekside Terrace Subdivision; and

WHEREAS, the Developer desires to subject Creekside Terrace Subdivision, described on the attached Exhibit A, including Lots 1-41 and Outlots 1-3 as shown on the final plat, which is made a part hereof and described in Article II of this Declaration (the "Property"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof; and

WHEREAS, it is the Developer's intention to initially develop the Property into forty-one (41) single-family lots.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

<u>ARTICLE I</u>

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Developer" shall mean Creekside PP, LLC, a Wisconsin limited liability company. The "Developer" may also mean the Architectural Control Committee and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to Creekside Terrace Homeowners Association, Inc.

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"Property" shall mean and refer to all existing properties as are subject to this 1.3 Declaration.

"Common Areas" shall mean Outlots 1-3. 1.4

"Lot" shall mean and refer to Lots 1-41. 1.5

"Owner" shall mean and refer to the record owner, whether one or more persons or 1.6 entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

"Member" shall mean and refer to all those Owners who are Members of the 1.7 Association as provided in Article IV, Section 1.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

allach the legal description Existing Property. The Property, more particularly described on Exhibit A attached 2.1 hereto, and as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Kenosha County, Wisconsin. The term "Existing Property" as used in this Declaration shall refer to all property which is subject to the provisions hereof.

ARTICLE III

GENERAL PURPOSES AND CONDITIONS

General Purpose. The Property is subjected to this Declaration to insure the best 3.1 use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

Initial Construction of Common Areas. Notwithstanding anything contained herein 3.2 to the contrary, the Developer shall be responsible for the initial construction, installation and landscaping of the stormwater, drainage and detention areas, entry monuments and their related landscaping and lighting elements (all as described below). Nothing contained herein shall

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they being installed?

Fill Large 1073, the height of a house can be 40, if Note: large 1073, the height of a house can be 40, if (e.g. 39, 9) first floor is 2000 and total is 3,500 a Sidel rar setback need to be incared to be the above construction, installation and landscaping expenses to the Association.

3.3 <u>Land Use and Building Type</u>. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage for not less than two (2) cars. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lots for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

Architectural Control. No building, fence, wall, swimming pool, driveway, deck, 3.4 sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.12 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Board of Directors of the Association, or by an Architectural Control Committee (hereinafter "ACC") composed of three (3) representatives appointed by the Board (in either case hereinafter called the "Architectural Control Committee"). Notwithstanding anything to the contrary, as long as the Developer owns one or more Lots, the Developer reserves the right to carry out the functions of the ACC. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.5 <u>New Construction Only</u>. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.6 <u>Dwelling Size</u>. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,800 square feet for a one-story dwelling;
- (b) Not less than 2,000 square feet for a one and a half or two-story dwelling with a minimum first floor area of 1,000 square feet;
- (c) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements, provided such variance does not conflict with Village ordinances.

3.7 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Village Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable Village ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Upon written petition of an Owner to the ACC and the Village Engineer, the ACC, with the written approval of the Village Engineer, may make modifications to the final first floor grade of the proposed dwelling. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.8 <u>Completion</u>. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the Village.

9 verbal

3.9 Easements/Dedications/Obligations.

Easements-General. Certain Easements affecting the Property are recorded (a) on the final plat for Creekside Terrace Subdivision in the office of the Register of Deeds of Kenosha County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or to the Association, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

(b) <u>Setbacks</u>. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("Setback Areas") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to

Please provide easerents in this document from plat (after they are written) finglized). easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

Dedications, Easements and Covenants for Stormwater Detention Areas and (d) Adjacent Areas. The fee interest in the areas shown on the final plat as Outlots 1(3 have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. The Developer and the Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. No filling or other activity or condition detrimental to their function as stormwater drainage facilities shall occur or exist within such Outlot or on the surrounding lands without the written approval of the Developer and the Village. From time to time in the Village's discretion, the Village shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer, its successors, assigns and successors in title in their capacity as Owners and shall benefit and be enforceable by the Village, the Developer and the Association. The Developer, its successors, assigns, and successors in title thereof shall be relieved of any preservation, protection, or maintenance obligations they may have as Owners to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Village. The Association and its Members shall be bound by the above mentioned covenants and such similar covenants as are contained in the final plat forever. In the event the Association and its Members, as the case may be, default in the performance of their obligations required hereunder, the Village may undertake to complete such obligations and charge the total costs of the same plus twenty-five percent (25%) for overhead as a special assessment upon the Subdivision Lots. Such amounts shall accrue interest at the annual rate of twelve percent (12%) per annum until paid in full.

(e) <u>Landscape Easements</u>. Any landscape easement shown on the final plat shall be maintained by the Owner of the Lot of which the landscape easement is a part at the lot Owner's expense. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Developer and its successors in title in their capacity as Owners of any of the Lots and shall benefit and be enforceable by the Association and the Village. The Developer shall be relieved of any protection or maintenance obligations that it may have to the landscape easement areas as the lots are conveyed to successor owners, who shall assume the obligation of protection and maintenance to the satisfaction of the Village and the Association.

3.10 <u>Zoning Laws, Etc.</u> In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and applicable state and

federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Village except for lot line adjustments permitted under Village ordinances. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

Landscape Requirements. All plans for dwellings shall include a landscape plan 3.11 which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the Village Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.11 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.12 <u>Nuisances, Etc.</u> No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time. There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(c) No external antennae, including satellite dishes (excepting satellite dishes of not greater than 18" in diameter), television antenna or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the Architectural Control Committee.

- add sanitary sever carement & obligations Visin trangle carements 8 - gravel path walking maintennance trail obligation

Accessory Structures. Accessory structures may be constructed only with the 3.13 advance approval of the Architectural Control Committee and then only if compatible with the dwelling and only if aesthetically pleasing. The ACC may approve permanent storage type sheds to be situated on a lot provided that they have a cement slab foundation and are similar in design, character and color to the existing single-family dwelling. No storage shed, gazebo, or other accessory structure may be constructed without ACC approval.

Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept 3.14 on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited. JUST RATE OF

Garages; Parking and Concrete Driveway Approaches; and Sidewalks. 3.15

OIL Each Lot shall have a private, attached, enclosed garage for onsite storage (a) of not less than 2 and not more than 3 stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, paver, stone, or brick driveway (such driveway shall be installed and completed within one [1] year from not be not be permitted. the date of issuance of any occupancy permit). Gravel driver this and falking areas

No mountable curb cuts shall be permitted when driveways are installed. (b)

The location of garage door(s), whether front or side entry, shall be eight (c)feet (8') in height. Driveways shall be located a minimum of five feet (5') from the side yard property line and access on corner lots shall be limited as set forth on the Plat.

Garage doors shall not measure greater than forty percent (40%) of the front (d) elevation of the overall dwelling when facing the front street. Garage doors facing the front street shall not project greater than fifteen feet (15') closer to the street beyond the main dwelling or covered porch.

There shall be no outside parking of boats, snowmobiles, busses, trailers or (e) recreational vehicles of any type, vehicles greater than eight feet (8') in height, vehicles with a gross vehicle weight rating in excess of 12,000 pounds, or any vehicle not in regular use or vehicles which are not registered with the Wisconsin Department of Motor Vehicles.

Sidewalks will be installed, and Owners (or the Association as to the (f) affected Outlots) are responsible for the construction, maintenance, repair and replacement of such sidewalks in front of their respective Lot or Outlot. Sidewalks shall be kept clear and free from snow and ice which shall be removed on a daily basis. Each Owner shall use reasonable caution to keep such sidewalks free from the accumulation of ice by the placement of material which will prevent dangerous conditions to pedestrians. Owners

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shall promptly repair or replace sections of sidewalks which become hazardous as a result of cracking or heaving, all in accordance with Village specifications.

Roofing Material and Construction. 3.16

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All dwellings proposed to be erected, altered, or modified shall specify on (a) the construction plans roofing materials acceptable in quality to the ACC and the NO PANANTAL construction shall be carried out with such roofing material as approved by the ACC.

All dwellings shall have minimum roof pitches of 6:12 or as approved by (b)the ACC.

Exterior Building Materials and Dwelling Quality. 3.17

All dwellings proposed to be erected, altered, or modified shall, on the (a) construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, vinyl, or insulated aluminum siding or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. Notwithstanding the foregoing, vinyl, wood and aluminum are prohibited for the use as the primary exterior surface. Such materials shall be permitted only for soffits, windows and doors.

The design, layout and exterior appearance of each dwelling proposed to be (b)erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

The proposed color schemes for a dwelling to be erected, altered, modified, (c)or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

All color schemes, including the color of siding, roof, brick, or stone (d)samples must be submitted for approval before installation on the dwelling.

Curb Cuts. Curb cuts for driveways shall be made to Village standards at the 3.18 expense of the Lot Owner, who shall be fully responsible for compliance with Village standards.

Fences. Only decorative fences, which are not entirely opaque, such as wrought 3.19 iron style, picket, or split rail fences, standing no more than six feet (6') in height, shall be permitted. Plans, including size, shape, material and location of such fences must be approved by the ACC prior to installation. Stockade, chain link and privacy fences of any kind are prohibited.

All outdoor swimming pools shall comply with Village 3.20 Swimming Pools. ordinances. No swimming pool shall be constructed above ground level and all pools shall be

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protected by proper fencing or screening not exceeding six feet (6') in height. Specifications and location of the pool must be approved by the ACC prior to construction.

Hot Tubs. Outdoor hot tubs are permitted subject to ACC prior written approval. 3.21 Above ground hot tubs shall be screened from public view and have exterior panels constructed of natural materials. Inflatable or otherwise temporary hot tubs are prohibited.

Yard Lights, Mailboxes and Public Street Lighting. 3.22

Owners shall install at Owner's expense one (1) outdoor electric yard light (a) and lamp post matching the dwelling's other exterior lighting, with photo cell (to operate dusk to dawn) wired direct to the Owner's electrical panel, indoor light switches are prohibited. The light and post shall be installed at the front Lot line and near the proposed (or completed) driveway, as approved by the ACC.

Owners shall purchase at Lot closing, and the Owner shall thereafter (b)maintain, one (1) mailbox with newspaper box, which shall be installed at the street in clusters and at locations approved by the United States Postal Service. Individual newspaper boxes or other apparatus are prohibited in the parkway.

Public street lighting will be installed at entrances and other locations within (c)the Property as determined by the Village, and WE Energies shall maintain, repair or

replace the street lights. Lot lwas, collectually shall be reported by the vinage, and we belonged by the first of the street lights. Lot lwas, collectually shall be reported by the first of the public of the electric and fracilities maintained charges for the public street lights.

Each Owner shall be a Member of the Membership and Voting Rights. 4.1 Association. Such Membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine. Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid. Members shall vote in person or by proxy executed in writing by the Member. No proxy shall be valid after six (6) months from the date of its execution.

4.2 Directors.

Until the first meeting of the Members or until the Developer designates (a) otherwise, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

At such time as the Developer has consummated the sale of Lots aggregating (b)fifty-one percent (51%) of all Lot ownership, one (1) of the Developer's designees on the Board of Directors shall resign and the Developer shall appoint at least one (1) Lot Owner who is not a Developer Member or related to the Developer Members as a member of the Board of Directors who shall serve until the first meeting of the Members. If the Lot Owner appointed as a director shall resign prior to the first meeting of the Members, a successor Lot Owner shall be appointed by the Developer.

(c) When the Developer no longer owns one (1) or more Lots, or at the end of fifteen (15) years from the date of sale of the first Lot sold by the Developer (whichever occurs first), the Developer shall cause the other two directors designated by the Developer to resign and shall select two (2) additional Owners to serve on the Board of Directors of the Association until the next annual meeting of Members or until their successors have been duly elected. The Board of Directors thereafter consisting of three (3) members shall be elected by the Members at each annual meeting of Members. The members of such elected Board of Directors shall serve for staggered terms of three (3) years, or until their respective successors shall have been elected by the Members. The members of the Board of Directors shall not be entitled to any compensation for their services as members.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

5.1 <u>Owner's Easement of Enjoyment</u>. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

5.2 <u>Title to Outlots</u>. Title to Outlots 1-3 and Outlot 5 shall be conveyed to the Association by quit claim deed from the Developer. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas.

5.3 <u>Taxation</u>. Outlots 1 3 and Outlot 5 shall not be separately assessed for property tax purposes. The assessed value of those Outlots shall be equally divided among and assessed to Lots 1-64.

5.4 <u>Extent of Owner's Easements</u>. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Village to dedicate or transfer all or any part of any Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to prior written approval of the Village, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

Damage or Destruction of Common Areas by Owner. In the event any Common 5.5 Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or members of his family, such Owner does hereby authorize the Association or the Village to repair said damaged areas; the Association or the Village shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Village approval. The amount necessary for such repairs, together with twenty-five percent (25%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of eighteen percent (18%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not caused by an Owner shall be the responsibility of the Association.

Right to Enter and Maintain. The Developer and the Association are hereby granted 5.6 an easement and, consequently, shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other improvements which benefit other Outlots, Lots and/or Creekside Terrace as a whole, in addition to benefitting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit which are maintained by the Village, the Village, following prior written notification to the Developer may, if necessary, maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Village and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

Disclaimer. The Developer shall convey the above mentioned Outlots to the 5.7 Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. The Developer shall have no liability for damage or injury to any persons or property arising from the existence or use of the Common Areas. The Association shall indemnify and hold the Developer harmless against any and all claims relating to the Common Areas.

ARTICLE VI COVENANT FOR ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments. The Developer 6.1 hereby covenants and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) other special assessments as provided herein. All such assessments, together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on the land and a continuing lien upon the Lot against which such assessment is made and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

Notwithstanding any other provision in this Declaration to the contrary, the Developer shall be liable to the Association for the above mentioned assessments to the extent of one-quarter (25%) of the total assessments due, provided for in this Article VI of the Declaration, for every Lot owned by the Developer in the Subdivision. Every subsequent Owner, who has purchased a Lot from the Developer or any other Owner, shall be subject to the entire amount of the assessment due and shall pay the same or prorated amount in the year of closing to the Association. In the event the assessments collected under this Article VI are insufficient to cover the costs of performing the obligations as are contained within this Declaration and as imposed by the final plat, and the Developer continues to own Lots on which it pays only twenty-five percent (25%) of the assessments as set forth under this Article VI, the Developer shall be responsible for up to one hundred percent (100%) of the assessments on such Lots to the extent necessary to cover the deficiency. Any further deficiency may be assessed against all of the Owners in the form of a special assessment under this Article VI.

6.2 Annual General Assessment.

(a) <u>Purpose of Assessment</u>. The annual general assessment levied by the Association each year shall be used exclusively to promote the health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat including, but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal and accounting services to the Board of Directors.

(b) <u>Determination of the Assessment</u>. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a majority of the Members, the Board shall determine the assessment by dividing the amount of the budget among all fully improved Lots equally.

(c) <u>Method of Assessment</u>. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in quarterly monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) <u>Date of Commencement of Annual General Assessments</u>. Annual general assessments shall commence on the date as determined by Developer in its sole discretion.

6.3 <u>Special Assessment for Capital Improvement and Repairs to Drainage System</u>. In addition to the annual general assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances located within any water drainage easement area.

6.4 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself in reasonable condition, provide exterior maintenance upon each Lot as follows: (i) paint, repair, replace and care for roofs, gutters, down spouts, exterior improvements; and (ii) lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors shall have all necessary rights of ingress and egress to and from such Lot, building, or improvement with full right to do whatever may be necessary to perform any such maintenance, repair, or replacement.

(b) <u>Assessment of Cost</u>. The cost of such exterior maintenance, together with ten percent (10%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and, if not paid within thirty (30) days of written notice of the amount of such assessment, shall accrue interest at the annual rate of eighteen percent (18%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

6.5 <u>Subordination of the Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

6.6 <u>Exempt Property</u>. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; and (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges, or liens.

6.7 <u>Joint and Several Liability of Grantor and Grantee</u>. Upon any sale, transfer, or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee

therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

6.8 <u>Interest on Unpaid Assessment</u>. Any assessment under this Article VI which is not paid when due shall thereafter, until paid in full, bear interest at the rate of eighteen percent (18%) per annum. In addition to the interest charges, a late charge of up to Fifty Dollars (\$50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

6.9 <u>Effect of Nonpayment of Assessments: Remedies of the Association</u>. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Kenosha County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin States § 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

6.10 <u>Reduction of Assessments</u>. Notwithstanding anything contained herein to the contrary, the Developer and/or Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Village, would impair the ability of the Developer, Association, or the Owner to perform the functions as set forth herein and in the final plat.

ARTICLE VII

ENFORCEMENT, TERMINATION, MODIFICATION

7.1 <u>Right to Enforce</u>. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village, an Owner, and/or the Association, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Kenosha County Register of Deeds, as its assignee for the purpose thereof.

7.2 <u>Manner of Enforcement</u>. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Developer and its assigns, and/or the Association, and/or an Owner, and/or the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion) in any manner provided by law or equity, including but not limited to one or more of the following:

- Injunctive relief; (a)
- Action for specific performance; (b)
- Action for money damages as set forth in this Declaration; and (c)

Performance of these covenants by the Developer, and/or the Association, (d) and/or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the Association, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the Association, or the Village for the actual costs (plus fifteen percent [15%] for overhead) related to or in connection with performing these covenants.

Reimbursement. Any amounts expended by the Developer, the Association, and/or 7.3 the Village in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Developer, the Association, and/or the Village, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

Failure to Enforce Not a Waiver. Failure of the Developer or assigns, the 7.4 Association, an Owner, and/or the Village to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

Right to Enter. The Developer, the Association, and/or the Village shall have the 7.5 right to enter upon any building site or Lot within the Subdivision for the purpose of ascertaining whether the Owner of a Lot is complying with these covenants and if the Developer, the Association, and/or the Village so elects under Section 7.2(d) for the purpose of performing obligations hereunder on behalf of an Owner in default hereof.

Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot 7.6 shall be subject to and bound by the easements, dedications and restrictive covenants as are set in this doctivent and forth on the final plat.

ARTICLE VIII GENERAL PROVISIONS

Term and Amendment. Unless amended as herein provided, this Declaration shall 8.1 run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer), and thereafter (b) by Owners of seventy-five percent (75%) of the Lots (such Owners and percentage to be determined as provided in Article IV), provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds of Kenosha County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

8.2 <u>Notices</u>. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

Enforcement. To the extent that other specific remedies are not provided herein, 8.3 upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Association shall give the Owner written notice of the violation and if such violation is not remedied within five (5) days after notice, or if a second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Association, the Association may levy a fine in the amount of Five Hundred Dollars (\$500.00) and an additional fine of One Hundred Dollars (\$100.00) for each day thereafter the violation continues. All fines levied by the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of eighteen percent (18%) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.4 <u>Severability</u>. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of , 2015.

CREEKSIDE PP, LLC

By:

Stephen C. Mills, Member

By:

S. R. Mills, Member

By:

Raymond C. Leffler, Member

State of Wisconsin)) ss. Kenosha County)

Personally came before me this _____ day of _____, 2015, the above named Stephen C. Mills, S. R. Mills and Raymond C. Leffler, to me known to be such persons and members who executed the foregoing instrument and acknowledge that they executed the same as the authorized members on behalf of the Developer, by its authority.

Name:_______Notary Public, State of Wisconsin My Commission expires ______

This instrument drafted by John E. Hotvedt Bear Development, LLC 4011 80th Street Kenosha, WI 53142

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EXHIBIT A



CONCEPTUAL PLAN APPLICATION

Development Name: Creekside Terrace General Location of Development: Vacant lands along Creekside Circle and 62nd Avenue Tax Parcel Number(s): 92-4-122-152-0727, 92-4-122-153-0728 &92-4-122-153-0729 Number of Lots: 41 Number of Outlots: ³ Size of Development: 58.56 acres Select All that Apply: The Development will be constructed in _____ phase(s) The Development abuts or adjoins State Trunk Highway The Development abuts or adjoins County Trunk Highway □ The Development abuts the Kenosha County Bike Trail The following number and types of plans shall be submitted with this application: 2 Three (3) full size and a PDF copy of the Conceptual Plan, which shall include at a minimum:

- Detailed and Dimensioned Site Plan
- Conceptual Engineering Plans
- Phasing Plan (if applicable)
- Floor Plans and Elevations (for all uses except single family)
- Proposed Zoning District Change(s)
- Application Fee
- Draft of Declarations, Covenants, Restrictions and any Easement Documents
- Any other information as specified by the Village

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

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

APPLICANT/AGENT:

PROPERTY OWNER:

Print Name: Creekside PP, LLC (S.R.Mills) Signature: 4011-80th Street			Print Name: Signature: Address:_4011	ear/Development, LLC (Da www.com/com/com/com/com/com/com/com/com/com/	aniel Szczap)
Kenosha, WI		53142	Kenosha, W		53142
^(City) Phone: (262) 842	(State) 2-0556	(Zip)	(City) Phone: (262)	(State) 842-0556	(Zip)
Fax: (262) 842-0			_{Fax:} (262) 84		
_{Email:} dan@bea	rdevelopmen	it.com	_{Email:} dan@	beardevelopment.co	om
Date 8/22/2019		Date: 8/22/20			

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



August 22, 2019

Jean Werbie-Harris Village of Pleasant Prairie 9915 39th Avenue Pleasant Prairie, WI 53158

Re: Creekside Terrace - Conceptual Plan Review

Dear Ms. Werbie-Harris:

Bear Development is pleased to submit this letter and the enclosed submittal materials as formal application for Concept Review for the proposed Creekside Terrace Subdivision. Bear Development is acting on behalf of the owner of record, Creekside PP, LLC.

Project Summary

Creekside PP, LLC is the owner of record of approximately 58.56 acres of vacant land in the Village of Pleasant Prairie. The land is located on both sides of Creekside Circle and along 62nd Avenue. The property is included in the area commonly known as Creekside Subdivision.

The property includes the following parcels:

Tax Key: 92-4-122-153-0727, 31.00 acres 92-4-122-153-0728, 3.45 acres 92-4-122-153-0729, 24.11 acres

The property was included in numerous past planning efforts and includes platted right-of-way and previously installed sanitary sewer, public water main and storm water basins.

Current Use & Zoning

The subject property is vacant, and portions of the property have been previously graded by former landowners.

The property holds the following zoning classifications:

- R-10 Multiple-Family Residential District (UHO)
- R-9 Multiple-Family Residential District (UHO)
- R-8 Multiple-Family Residential District (UHO)

• PR-1 Park & Recreation District (UHO)

Proposed Use

Bear Development , LLC is proposing a single family residential neighborhood for the subject property which includes:

- 41 Single Family home sites
- 3 Outlots

37 of the 41 proposed home sites adjoin permanent open space.

The proposed neighborhood provides adequate street connections to the existing streets within Creekside and the future 91st Street.

Proposed Zoning

Bear Development, LLC will be seeking a zoning reclassification to the R-4.5 Urban Single-Family Residential District. The R-4.5 District has the following minimum bulk requirements:

Minimum Lot Area:	12,500 Square Feet
Minimum Street Frontage:	80 Feet
Street Yard Setback:	30 Feet
Side Yard Setback:	10 Feet
Rear Yard Setback:	25 Feet

The Concept Plan shows that all proposed home sites meet and/or exceed the minimum bulk requirements, with many opportunities to create larger, deeper homesites than what is typically possible in a traditional neighborhood.

Summary

Bear Development, LLC has retained the services of Nielsen, Madsen & Barber to develop the Conceptual Site Plan, which is enclosed for your review and reference and is considered a working document. We feel the design shown on the Concept Plan offers an opportunity to create a development opportunity that meets the goals of the Comprehensive Plan. We feel the Concept Plan and subsequent land divisions and zoning amendments will create a land use pattern that is consistent and compatible with the properties in the general area.

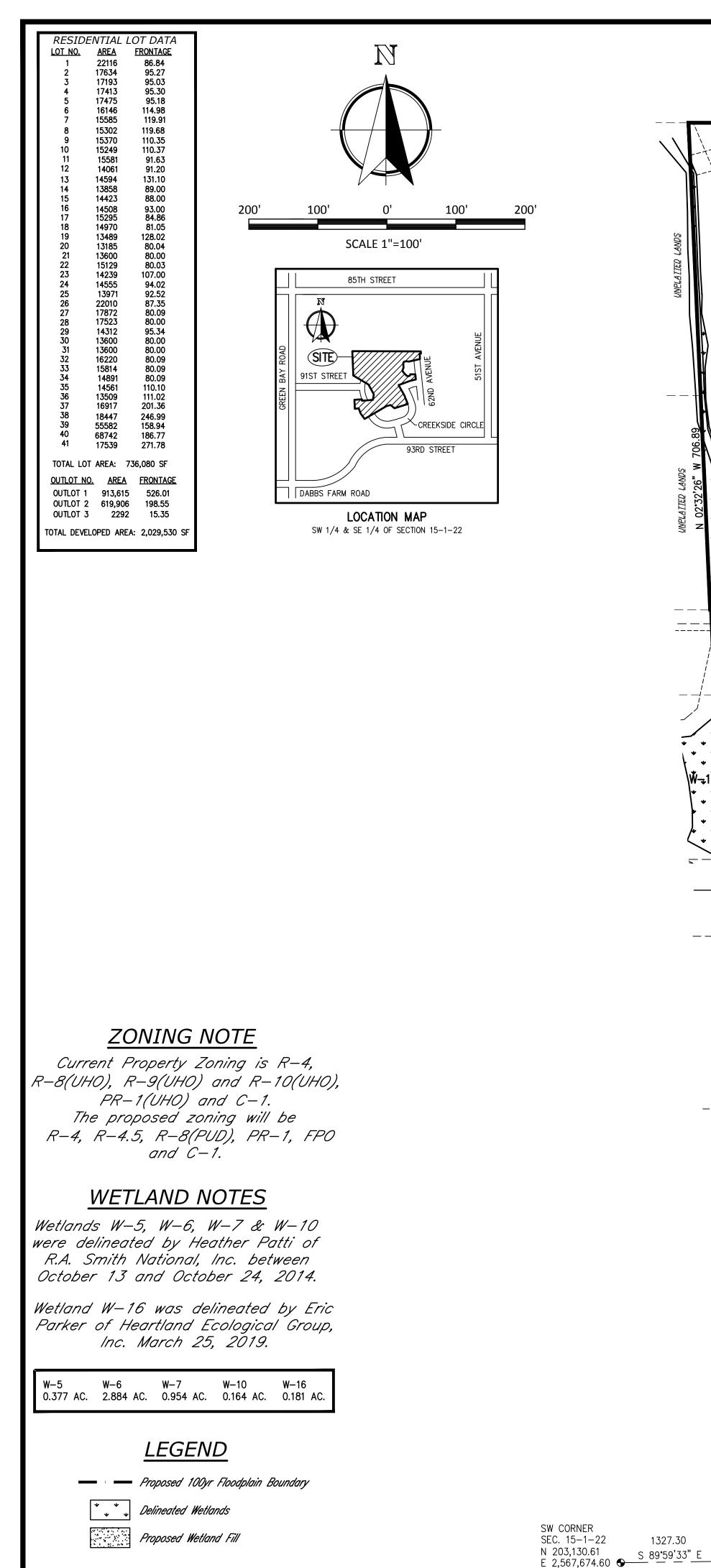
Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, <u>dan@beardevelopment.com</u>

Thank you for your time and consideration.

Sincerely,

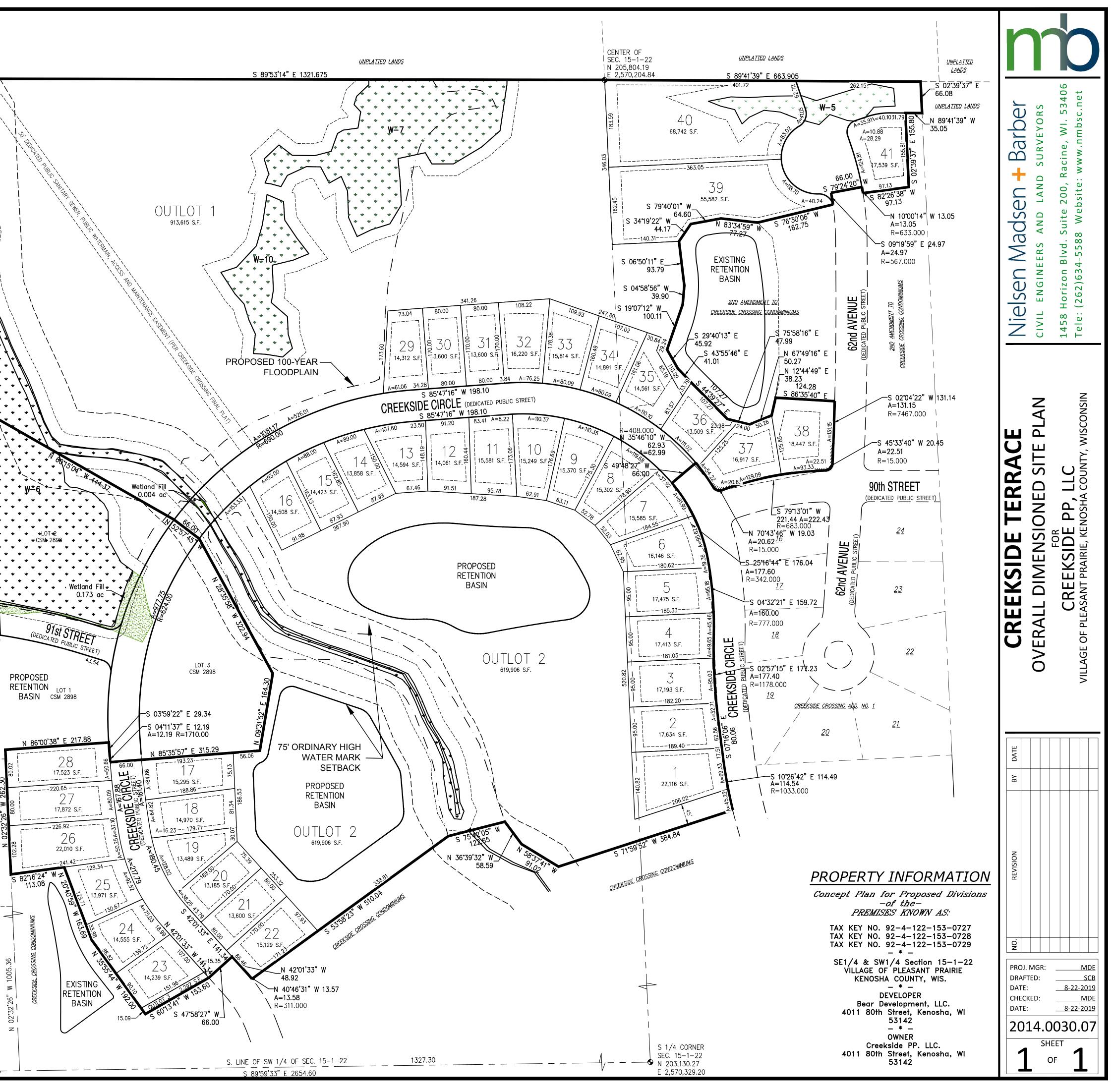
Daniel Szczap Bear Development, LLC

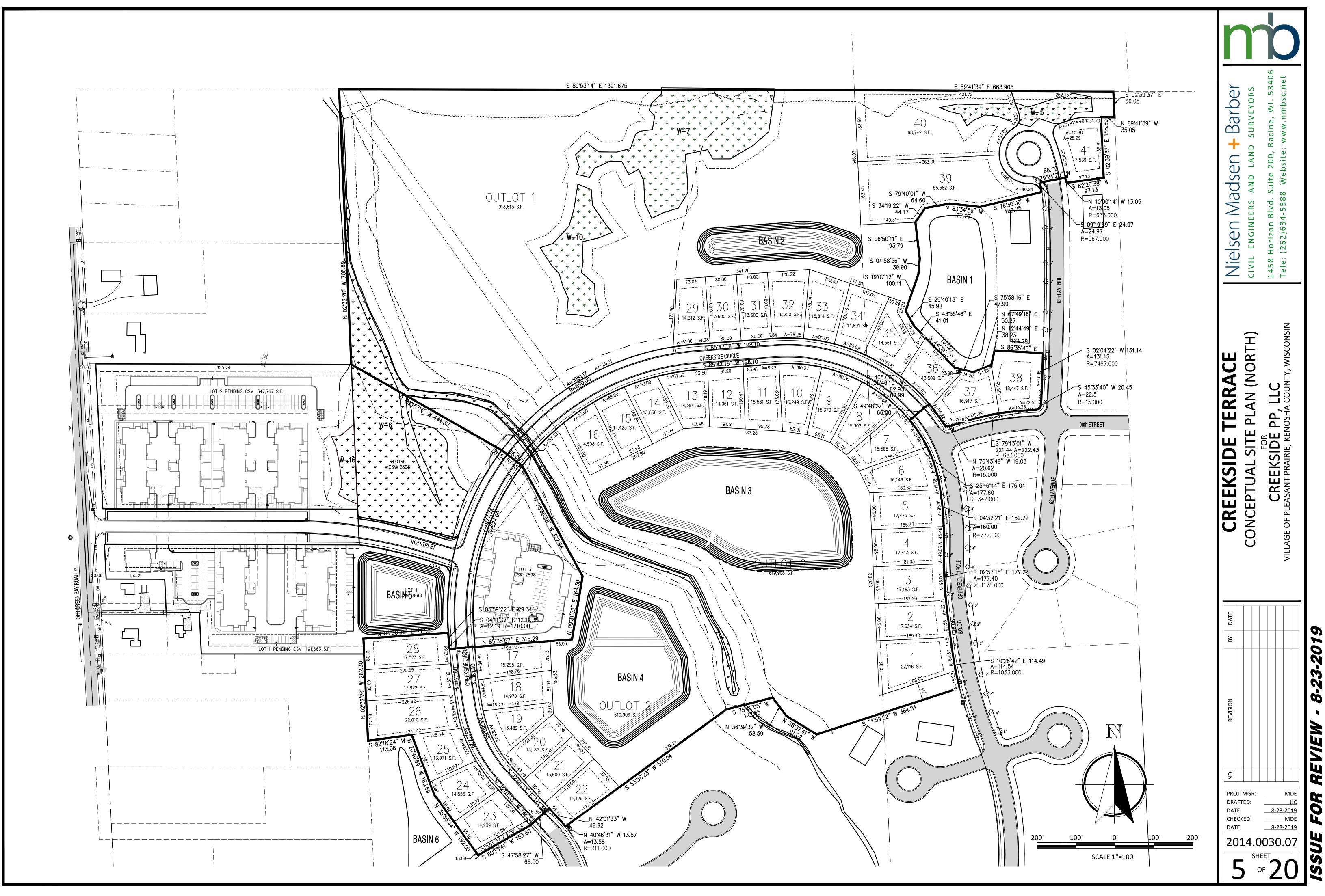
Cc: S. R. Mills



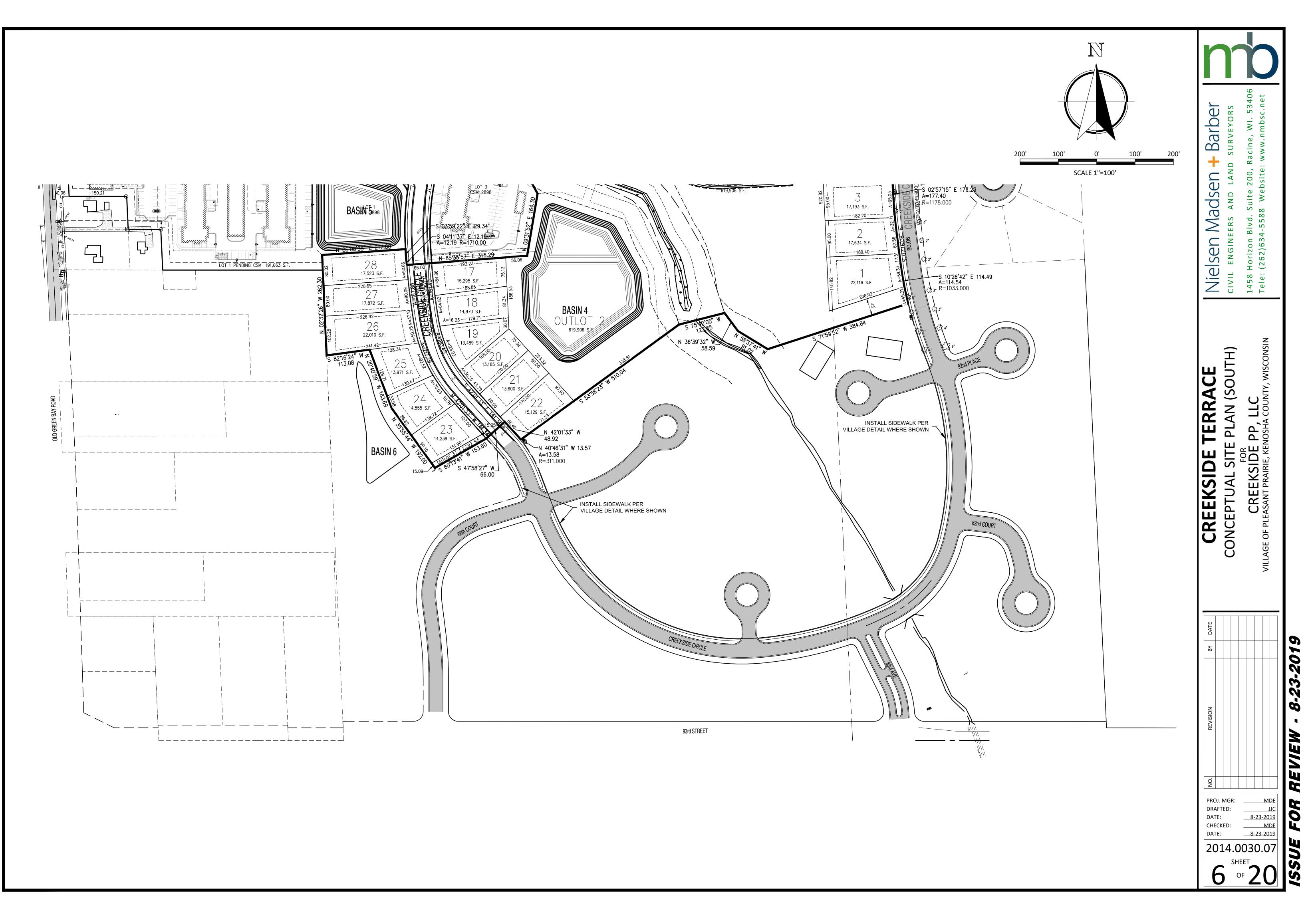
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PROPOSED RETENTION LOT 1 BASIN CSM 2898





ırsday, August 22, 2019 8:29:58



sday, August 22, 2019 8:30:

B. **PUBLIC HEARING AND CONSIDERATION OF A MASTER CONCEPTUAL PLAN** at the request of Kevin Vernick on behalf of MEV PP, LLC for a 4,000 square foot Sherwin Williams store to be constructed on a 1.27 acre lot within the Prairie Ridge development generally located between 76th Street and Prairie Ridge Boulevard, east of 91st Avenue in the Village of Pleasant Prairie.

<u>Recommendation</u>: Village staff recommends that the Plan Commission send a favorable recommendation to the Village Board to conditionally approve the **Master Conceptual Plan** for MEV PP, LLC subject to the comments and conditions of the Village Staff Report of October 14, 2019.

VILLAGE STAFF REPORT OF OCTOBER 14, 2019

CONSIDERATION OF A MASTER CONCEPTUAL PLAN at the request of Kevin Vernick on behalf of MEV PP, LLC for a 4,000 square foot Sherwin Williams store to be constructed on a 1.27 acre lot within the Prairie Ridge development generally located between 76th Street and Prairie Ridge Boulevard, east of 91st Avenue in the Village of Pleasant Prairie.

The petitioner is requesting approval of a Master Conceptual Plan for the construction of a 4,000 square foot paint store and associated site improvements on a vacant, 1.27 acre property generally located between 76th Street and Prairie Ridge Boulevard, east of 91st Avenue in the Village of Pleasant Prairie.

Kevin Vernick is the developer of this corporate Sherwin Williams store. The Sherwin-Williams Company is an American Fortune 500 company in the general building materials industry. The company, with headquarters in Cleveland, Ohio, primarily engages in the manufacturing, distribution, and sale of paints, coatings and related products to professional, industrial, commercial, and retail customers primarily in North and South American and Europe.

The proposed Master Conceptual Plan is a revision to the previous Master Conceptual Plan approved by the Village Board in September 2013. This property is zoned B-2, Community Business District and is also subject to the Prairie Ridge Commercial development's Planned Unit Development (PUD) restrictions.

The Pleasant Prairie Sherwin Williams store is intended to sell Sherwin-Williams branded architectural paints and coatings, industrial and marine products, and original equipment manufacturer product finishes and similar items and to provide contractor support, sprayer maintenance & repair, and RRP Certification sessions & supplies. The store hours open to the public will be Monday through Friday 7:00 am-8:00 pm, Saturday 8:00 am-6:00 pm, and Sunday 10:00 am-6:00 pm. A low traffic impact on daily automobile trips is anticipated and 1 weekly truck trips to/from the site. A total of 24 parking spaces (including 1 handicapped accessible parking space) will be provided on the site with cross access to the BMO Harris site to the north and the vacant lot to the south.

The store is projected to be under construction in February, 2020 and completed and operational in June of 2020. This is a brand store to the Pleasant Prairie market and not a relocation.

Any development plan considered by the Village is evaluated based on the Village Comprehensive Plan's goals, objectives, recommendations and policies. The Comprehensive Plan includes many aspects, in particular the land use map and neighborhood plans are the first plans that need to be examined.

The Master Conceptual Plan complies with the Land Use Plan Map, which sets forth a plan that indicates the intended land use designations for how land could develop. This property and the adjacent property to the south are planned to be developed as community commercial in conformance with the Prairie Ridge Planned Unit Development (PUD) subject to the removal or accommodation of the pocket wetlands. [Note: If any wetland exemptions or fill permits are obtained from both the WI DNR and the US ACOE then these wetlands area could be filled and the land use map can be amended.]

Next Steps for Prairie Ridge/Sherwin Williams store to be completed for the entire development and prior to issuance of any permits:

- 1. **CSM** to subdivide Lot 2 of CSM 2787, to create 2 parcels. Cross access driveway easements will be reflected in the CSM as well as dedication and easement provisions. (This needs to be completed for the entire development and prior to issuance of any permits for the store with all easements shown and labeled).
- 2. **Zoning Map and Text Amendments** to modify the Prairie Ridge Planned Unit Development (PUD) ordinance to account for a reduced lot size from the required 2 acres to 1.2 acres and an increase in the signage from 75 square feet to 114 square feet of signage. The Prairie Ridge Market shall develop as a uniform business development site.
- 3. **Site and Operational Plans** will be required for the Sherwin Williams store Preliminary Site and Operational Plans may be submitted for beginning on-site grading, underground utilities and footing and foundation. A Final Site and Operational Plans will be required, and a color samples & material board.

Recommendation:

<u>Village staff recommends approval of the Master Conceptual Plan subject to the above comments and the following conditions:</u>

- 1. **The Master Conceptual Plan approval will be valid for a period of one (1) year (until October 14, 2020).** Prior to the expiration of the required Site and Operational Plan, Certified Survey Map, and related documents which satisfy the conditions of the Master Conceptual Plan approval shall be submitted and considered by the Plan Commission and Village Board prior to the issuance of any Erosion Control or Building Permits.
- 2. The required Certified Survey Map shall be submitted for review and approval. The CSM shall show at a minimum and as needed:
 - Dedicated General Utility Easements
 - Dedicated Landscape, Access and Maintenance Easement
 - Dedicated Storm Water Drainage, Access and Maintenance Easement
 - Dedicated Ingress-Egress, Cross Access and Maintenance Easements
 - Label No Direct Vehicular Access
 - Dedicated Wetland Preservation and Protection, Access and Maintenance Easement (if applicable)
 - Label 91st Avenue as a Dedicated Public Street
 - Include Dedication and Easement Provisions and Restrictive Covenant Language (prepared by the Village)
- 3. Separately written Cross-Access, Maintenance Easements documents shall be approved by the Village, dedicated and recorded for the shared access between lots shown on the CSM. All easements shall be reviewed and approved by the Village.
- 4. Written approval by the Prairie Ridge Commercial Owners Association shall be provided to the Village.
- 5. Detailed Site and Operational Plans that include site plans, drainage and grading plans, building plans, landscape plans, signage plans and all other required plans and documents pursuant to the Site and Operational Plan requirement of the Village Zoning Ordinance (Article IX of Chapter 420 of the Village Municipal Code) shall be submitted for each individual site improvement.

- 6. As development plans continue to progress the following comments and conditions shall be addressed and submitted with the Site and Operational Plans submittal.
 - a. Subject to the *attached* comments from the Village Engineering Department dated September 16, 2019.
 - b. The developer will be required to install a sanitary sewer sampling manhole per the Village specifications. The sampling manhole shall be in a paved and maintained area outside of parking stalls or heavy traffic areas. The location shall allow for the Village's vactor truck and personnel to access the manhole for a period of time. Location and details shall be shown on the plans.
 - c. Easily moveable non-wooden material gates which match the color of the trash enclosure materials shall be provided. The enclosure area shall also be screened with landscaping. Provide greater detail on the plans.
 - d. Dimension and show the separation spacing distances from driveway centerline to driveway centerline for <u>all driveways on 91st Avenue from 76th Street to</u> <u>Prairie Ridge Boulevard on both sides of the street</u>.
 - e. Dimension and show the parking lot and all the pavement setbacks to all property lines.
 - f. Insert Government Agency Contact information on front cover sheet of Site Plans (attachment provided).
 - g. Sheet A200 All four corners of the building shall have raised EFIS corners.
 - h. Sheet A200 Mechanical units shall be shown on the building elevations so that mechanical screening type style, height, and location can be provided.
 - i. Sheet A200 Provide concrete (decoratively painted) planters-two on the west side of the building and two on the south side of the building. These planters should be at least 24" in height and shall be planted year round with plantings that are a minimum of 12 inches above the top of the planter.
 - j. Dumpster gate posts shall have top finials or caps. The posts shall be painted not left as steel. The dumpster gate doors shall not be wood but rather be trek decking material or other maintenance free material painted to match the dumpster.
 - k. Additional comments will be forthcoming when colored renderings/elevations and building materials are provided for review.
 - I. Semi-truck deliveries shall only be allowed during the hours as specified in the most current B-2, ordinance requirements.
 - m. No semi-trucks shall be parked on the site, except for during deliveries/pickups.
 - n. Written approval from the Prairie Ridge Commercial Owners Association is required.
 - o. No cell towers shall be permitted to be installed on the site.
 - p. Provide a wider banding of brick/alternative colors shall be provided in the center of the building around the exterior.
 - q. Exterior lighting design, style and location shall be shown.
 - r. Sign square footage of about 114 square feet exceeds the 75 square feet maximum and a PUD Ordinance Text Amendment is required.

- s. The building shall have commercial fire sprinklers installed and operable.
- t. A DSIS system shall be required to be installed, maintained and operable. Proposed camera specifications and layout are to be submitted to the Village after Final Site and Operational Plan approval.
- u. A Digital Security Imaging System (DSIS) Agreement and DSIS Access Easement shall be prepared by the Village and executed by the owner.
- v. The access ladder shall be internal. If required by code, it shall be screened/blend in-not accessible from grade.
- w. No sign raceways are allowed for the mounting of the signage on the building.
- x. No overnight parking of box trucks, semi-trucks, delivery vehicles or trailers on site.
- y. Black fabric awning may not be the right material for the overhanging. A metal roof may be ok just not standing seam metal roof.
- z. Sherwin Williams shall own the property and provide proof of ownership (Sherwin Williams cannot purchase the property until the current property owner records the CSM at the Kenosha County Register of Deeds Office). The CSM to be approved by the Village Board.
- aa. Add additional windows to the building's east elevation.
- bb. The cross access driveway connection to BMO shall align center line to center line and not cut in at the property line. This requires any adjustment to occur evenly as the drive profile is tapered in from 30 feet to 24 feet.

General Comments:

1. Prior to the issuance of the required permits the following <u>is required</u> to be addressed or agreed to:

- a. Any wetlands on the property shall be filled prior to work commencing on this site. Bear Development submitted a General Permit to fill the wetland on September 11, 2019 to the WDNR. Permits from the US Army Corps of Engineers is required prior to any filling. The wetlands shall be shown on the plans and noted as to the intent to fill the wetlands.
- b. Detailed Site and Operational Plans shall be submitted for the Sherwin Williams site Color samples and a material board shall be required based upon comments received for the Conceptual Plan approval.
- c. A Digital Security Imaging System is required to be installed and operational to the Village's satisfaction pursuant to Chapter 410 of the Village Municipal Code for this development. The DSIS system shall be reviewed by CD, Police and IT Departments.
- d. An amendment to the Prairie Ridge Planned Unit Development (PUD) shall be required to create a lot smaller than allowed for this zoning district and to address the increase in signage.
- e. An Erosion Control Permit Application and Plans. The required Wisconsin Department of Natural Resources NOI has already been submitted. [Note: The required \$2,000 street sweeping cash deposit shall be deposited with the Village at the time of obtaining the Erosion Control. The street sweeping cash deposit is refundable, less 6% for administrative processing upon issuance of a Certificate of Compliance for the entire project if the amount is not drawn

upon by the Village in maintaining the adjacent roadways free from dirt, mud clumps and mud tracking during the construction process. Silt fence shall be installed and inspected prior to any work starting.]

- f. Following the Site and Operational Plan approval; Village approved building plans and approval letter(s) shall be submitted with the required commercial permit application, work in the Village right-of-way permit, plans for review and issuance of required building permits.
- g. <u>Prior to work commencing on the site a preconstruction meeting shall be</u> scheduled and executed. The pre-construction <u>agenda</u>, <u>listing of</u> <u>emergency contacts</u>, <u>and construction schedule</u> shall be handed out by the Design Engineer of Record to all attendees (owners, engineer, contractors, utilities, and Village staff) <u>at the meeting</u>. The preconstruction meeting shall be held at the Village Hall. The meeting shall be moderated and minutes shall be taken by the Design Engineer of Record and the minutes emailed and distributed within 7 days to all attendees. (A sample agenda will be provided by the Village Community Development Department to Design Engineer to modify for the meeting).
- h. Following the pre-construction meeting all necessary permits shall be paid for and permits obtained from Village Building Inspection Department prior to construction.
- 2. During construction, the contractors will be required to park on-site or make arrangements for other off-site parking.
- 3. 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).
- 4. Municipal connection fees shall be paid **PRIOR** to the connections of the building to the sanitary sewer system. Exterior building downspouts/gutters should be internal to the building and shall not be visible on the building.
- 5. The hours of construction activity, operating heavy machinery or equipment associated with the grading, erosion control device installation, and overall site development shall be limited to Monday through Friday from 7:00 a.m. to 10:00 p.m. and Saturday and Sunday from 8:00 a.m. to 6:00 p.m.
- 6. After footings and foundations are installed and prior to framing or construction of walls, an as-built survey stamped by a Wisconsin Registered Land Surveyor shall be submitted to the Village to verify that required building setbacks have been met.
- 7. Prior to verbal occupancy, all required <u>landscaping and screening</u> for the building, parking areas, transformers and signage shall be installed prior to occupancy of the 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. However, <u>if cold weather conditions prevent installation</u> of all or portions of the landscape materials, the developer, owner or occupant shall enter into a written agreement with the Village that specifies the date by which all approved landscaping shall be completed and grants the Village a temporary easement to complete the landscaping if not timely completed and shall deposit with the Village a cash deposit, an irrevocable letter of credit, or other financial assurance approved by the Zoning Administrator to ensure timely completion of all required landscaping; the amount of the financial assurance

shall be equal to 110% of the contracted amount to complete the landscaping improvements in order to reasonably compensate the Village for the cost of completion of any landscaping improvements not completed within the specified time.

- 8. Prior to verbal occupancy, all <u>monument and building signage</u> shall be installed and inspected. A written letter verification and certification shall be provided to the Village by the signage installer that all monument, directional and building signage has been installed in accordance with the approved signage plan. <u>(Reminder that the full building address (and tenant names) shall be legibly shown on the Primary Monument Sign).</u>
- 9. Prior to verbal occupancy, one (1) electronic copy and three (3) paper 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 approve site plans and the grading of the site was completed pursuant to the approved Site and Operational Plans.
- 10. Prior to verbal occupancy, one (1) electronic copy of the as-built record drawings of all graphical data of all private sewer, water, and storm sewer facilities and underground irrigation systems installed shall be provided to the Village in order for the Village to update the Village's Geographic Informational System. Information shall conform to the Village's electronic format requirements. In addition, a paper copy prepared and stamped by the Engineer of Record for the project shall be submitted.
- 11. Prior to verbal occupancy, 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.
- 12. All Village fees incurred by the Village Community Development Department, the Engineering 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.

MEMORANDUM

To: Aaron Kramer Assistant Planner / Zoning Administrator

From: Matthew J. Fineour, P.E.

- Date: September 16, 2019
- Re: Sherwin Williams DEV1908-006



Office of the Village Engineer

Aaron,

The Engineering Department has reviewed the submitted conceptual plans for the proposed referenced project. We have the following comments listed below and noted on the attached mark-up plan. Refer to both this memo and mark-up plan sheets for all engineering comments.

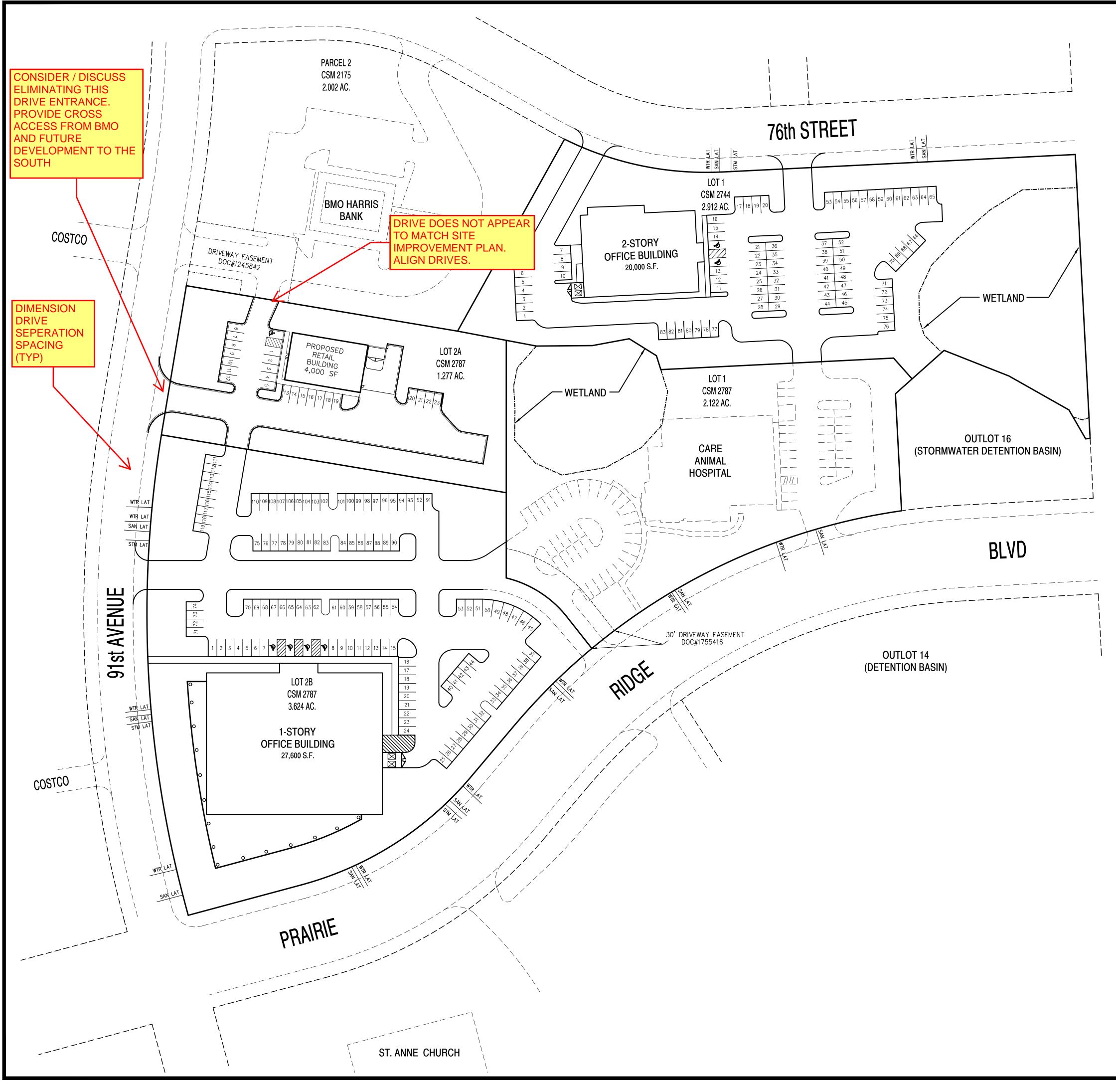
See comments on attached mark-up plan sheets.

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

General Comments

- 1. Existing utilities shall be shown on the site improvement plans. (storm sewer, sanitary sewer, water mains, gas, electric, etc.)
- 2. A conceptual utility (storm, water, sanitary) plan shall be provided for the proposed development. The existing storm sewer lateral stubs are located south of the proposed property, which will require offsite easements and planning to access.
- 3. A sanitary sampling manhole is required for the project.
- 4. The conceptual plan shows three drive entrances to 91st Street for the development. We recommend Community Development and the Plan Commission consider / discuss eliminating the drive shown on the Sherwin Williams property with access being provided from BMO Harris cross-access and the planned future cross-access from the south.
- 5. Detailed civil engineering plans shall be submitted for review.

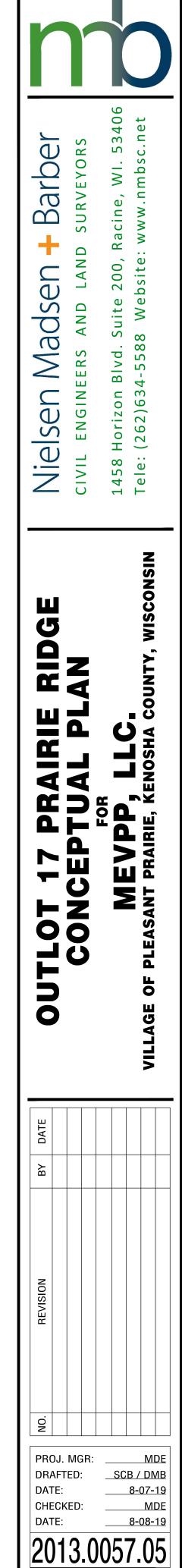
The conceptual plans have been reviewed for conformance with generally accepted engineering practices and Village policies. Although the data has been reviewed, the design engineer is responsible for the thoroughness and accuracy of plans and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modifications to the plans, etc. may be required should errors or changed conditions be found at a future date and detailed engineering plans are prepared and reviewed.



(CTH H) 88th AVENUE 100'

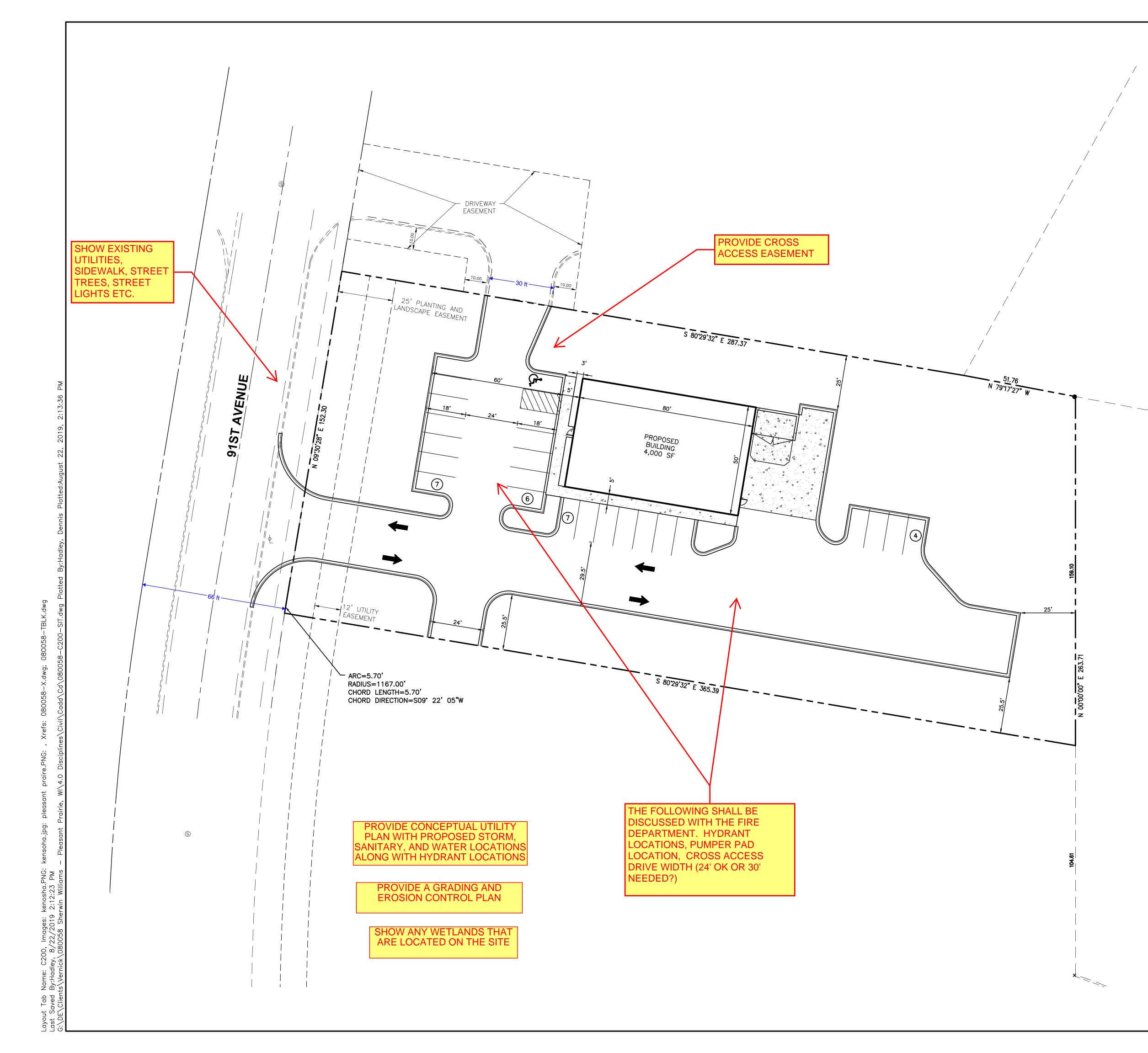
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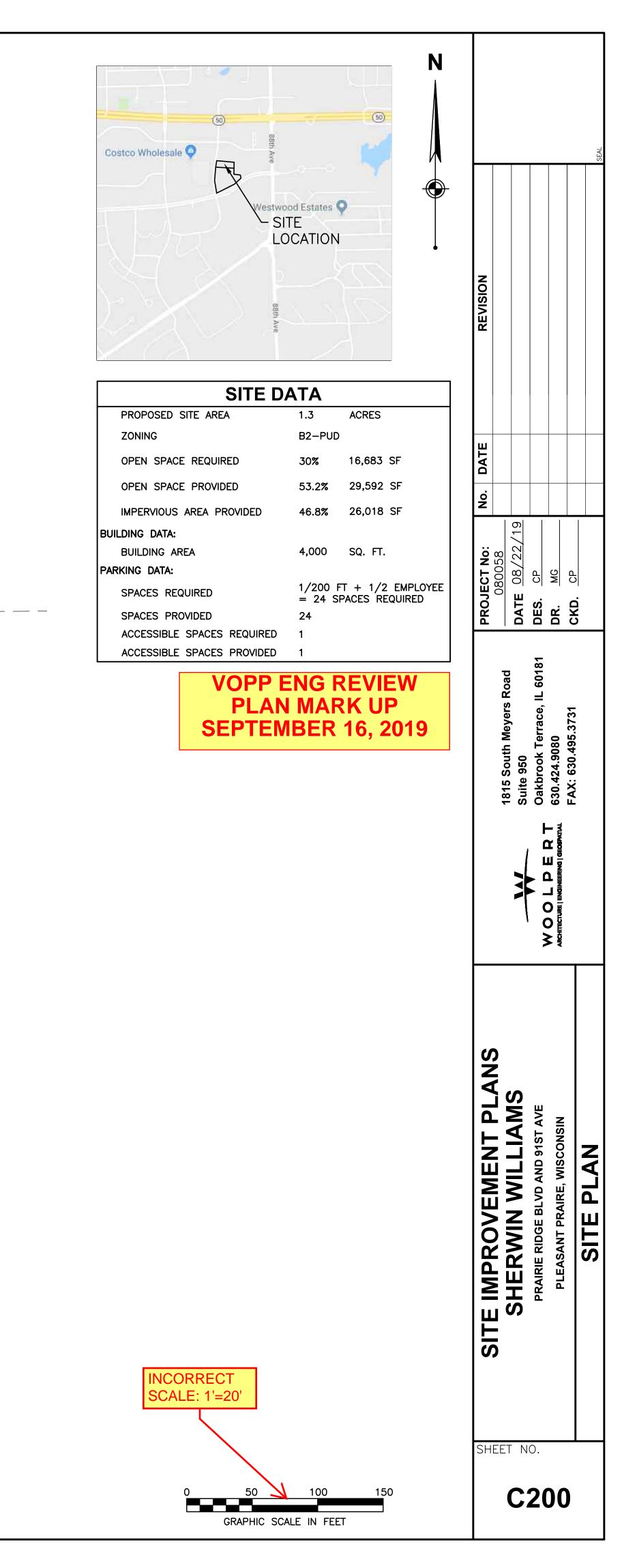




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OF





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PETER WOOD. P.E. WATER RESOURCES ENGINEER OFFICE: 262-884-2360 EMAIL: PETER.WOOD@WISCONSIN.GOV



MASTER CONCEPTUAL PLAN APPLICATION

For Commercial and Industrial Projects

_____ Suite #: ____

Name of Business: MEV PP LLC

Site Address: 91st Avenue

Tax Parcel Number: 91-4-122-081-0138

Zoning District(s): B2 - PUD

Name of Development: Sherwin Williams

Estimate Start date: February 15, 2020 Estimate Completion Date of entire project: June 15, 2020

Detailed Description of the Proposed Project and Use:

Freestanding Sherwin Williams Paint Store

Detailed Description of any known Company/Tenants:

Sherwin-Williams Company is an American Fortune 500 company in the general building materials industry. The company, with headquarters in Cleveland, Ohio, primarily engages in the manufacture, distribution, and sale of paints, coatings and related products to professional, industrial, commercial, and retail customers primarily in North and South America and Europe.

Select All that Apply

- The Development will be constructed in $\frac{1}{1}$ phase(s)
- The Development abuts or adjoins State Trunk Highway _____
- The Development abuts or adjoins County Trunk Highway ______
- □ The Development abuts the Kenosha County Bike Trail

If property is zoned M-1, M-2 or M-5 then the following shall be completed:				
In property is zo	ned M-1, M-2 or M-5 then the fol	owing shall be completed:		
Occupancy Type n	ursuant to the Use and Occupancy Class	ification specified in Chapter 3 of the 2006 ply and associate square footage for each		
	Factory Group F-1 (Moderate-hazard)	sq. ft.		
	Factory Group F-2 (Low-hazard)			
	Storage Group S-1 (Moderate-hazard)			
	Storage Group S-2 (Low-hazard)	sq. ft.		
	Business Group B	sq. ft.		
	High-Hazard Group H	sq. ft.		
		sq. ft.		
	Other	sq. ft.		

Types and quantities of goods and materials to be made, used or stored on site:

Types of equipment or machinery to be used on site:

Types and quantities of solid or liquid waste material which require disposal:

Method of handling, storing and disposing of solid or liquid waste materials:

Methods of providing site and building security other than the Village Police Department:

Description of the methods to be used to maintain all buildings, structures, site improvements and sites in a safe, structurally sound, neat, well-cared-for and attractive condition:

Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts:

A list of all local, Kenosha County (highway access, health department), State and Federal permits or approvals required for the project:

PLANS AND OTHER ATTACHMENTS

- Three (3) full size and a PDF copy of the Master Conceptual Plan, which shall include at a minimum:
 - Detailed and Dimensioned Site Plan
 - Conceptual Engineering Plans
 - Phasing Plan (if applicable)
 - Floor Plans and Elevations
 - Proposed Zoning District Change(s)
- Application Fee
- Any other information as specified by the Village

		NG INFORMATION	
Lot Area: <u>1.27</u> ac.	Total :	Impervious Surface Area: 26,018	sq. ft.
Total Landscape Area: 29,592	sq.ft.	Site % of Open Space 53.2	%
Number of Buildings within the developm	ent pro	posed: 1	
Building #1 Area: 4,000	sq. ft.	Building#1 Height: 18'11	1/2" #
Building #2 Area:	_ sq. ft.	Building#2 Height:	
Building #3 Area:			
Building #4 Area:			
Building #5 Area:	_ sq. ft.	Building#5 Height:	
Building #6 Area:			
Building #7 Area:			
Building #8 Area:			
Building #9 Area:	sq. ft.	Building#9 Height:	
Building #10 Area:			
<pre>**If additional buildings are proposed att</pre>			(C)
		AFFIC INFORMATION	
Total # of regular parking spaces (on-site		ATTEINFORMATION	
Total # of handicapped accessible spaces			
Total # of truck parking spaces (on-site):			erhead Door
Anticipated <u>automobile trips</u> to and from t	the site	_ Total # of dock doors:	
Number of daily average trips: Lov	v impac	_ Maximum number of daily trips:	Low Impact
Anticipated truck trips to and from the sit			
Number of daily average trips: 0		_ Maximum number of daily trips:	1
EMPLOYMENT AND	OPER	TIONAL INFORMATION	
Proposed total number of full-time employ	ees: 2	working at a given time	
Proposed total number of part-time emplo	yees: 1	working at a given time	
Number of shifts: 2			
Hours (Open to the public): Mon- Fri -7an	n-8pm; \$	Sat -8am-6pm; Sun - 10am-6pm	
Delivery hours:		•	
		S INFORMATION	
Check all that apply: The property is serviced by Public S The property is serviced by Public W The building is serviced by fire sprint Maximum number of gallons/minute of wat	anitary later hklers	Sewer	
Is pre-treatment being proposed for sanita			

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

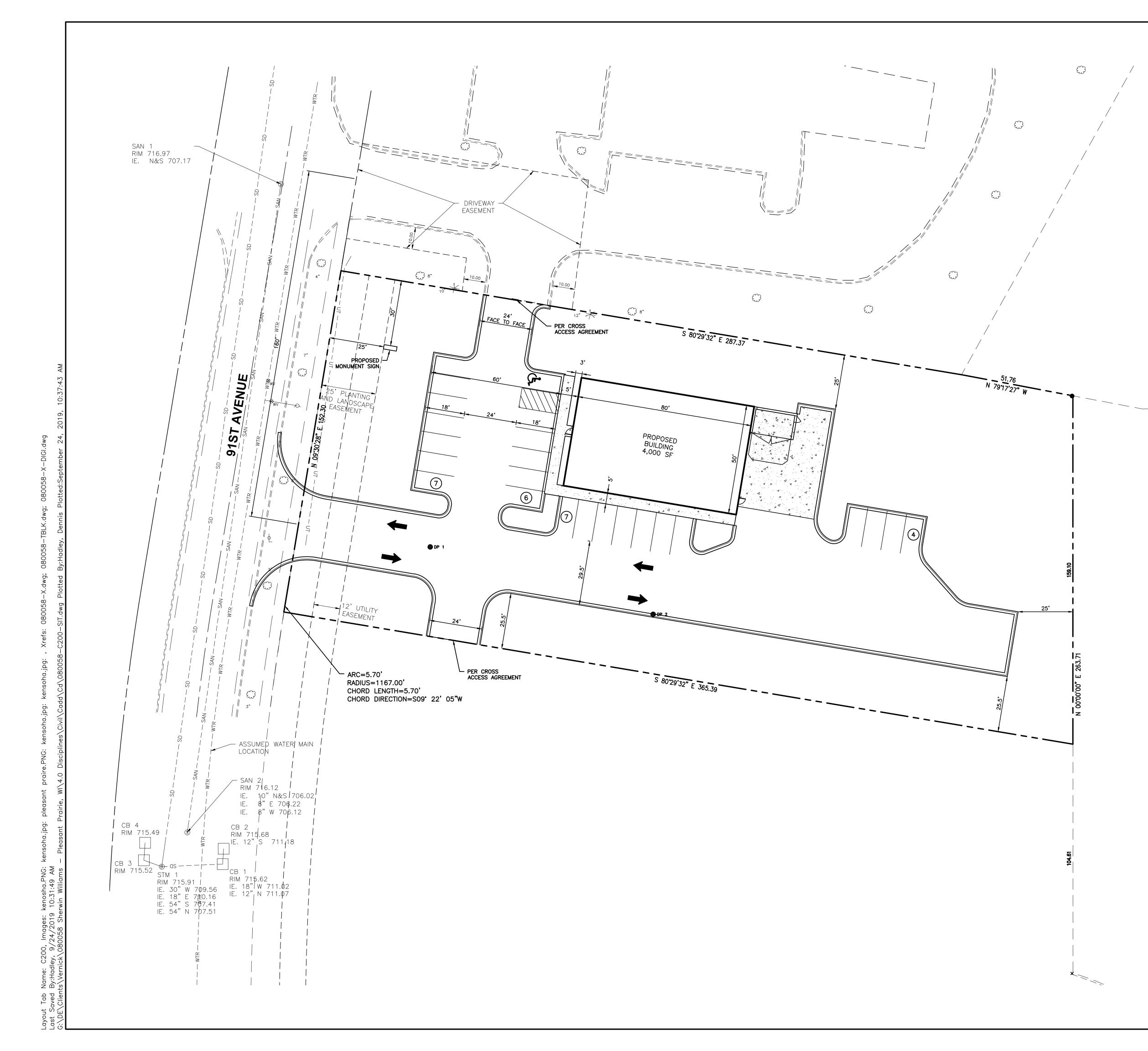
I (We), hereby certify that all the above statements and attachments submitted herewith are true and correct to the best of my knowledge.

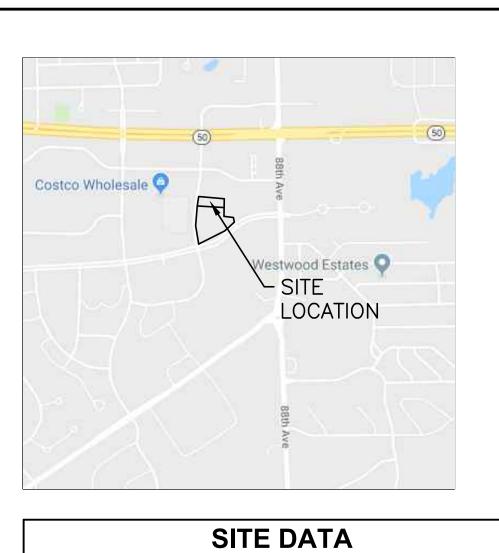
PROPERTY OWNER:

Print Name: Stev	e Mills	
Signature:	65	
Address: 4011 8	Oth St.	
Kenosha	WI	53142
(City) Phone: 262.308	(State) .8477	(Zip)
Fax:		
Email:steve@b	eardeve	lopment.com
Date: <u>8-2</u>	1-19	
Rev 7-17		

APPLICANT/AGENT:

Print Name:	Kevin Vernick for	MEV PP LLC
Signature:	Kein Vermik	
Address: 35	0 West Hubbard	St. Suite 350
Chicago	IL ·	60654
(City)	(State)	(Zip)
Phone: 773	3.327.0620	
Fax: 773.3	27.0622	
Email: kve	rnick@vernickas	sociates.com
Date: 8/21	/19	





PROPOSED SITE AREA

OPEN SPACE REQUIRED

OPEN SPACE PROVIDED

IMPERVIOUS AREA PROVIDED

ACCESSIBLE SPACES REQUIRED

ACCESSIBLE SPACES PROVIDED

ZONING

BUILDING DATA:

PARKING DATA:

BUILDING AREA

SPACES REQUIRED

SPACES PROVIDED

1.3 ACRES

30% 16,683 SF

53.3% 29,651 SF

46.7% 25,959 SF

4,000 SQ. FT.

24

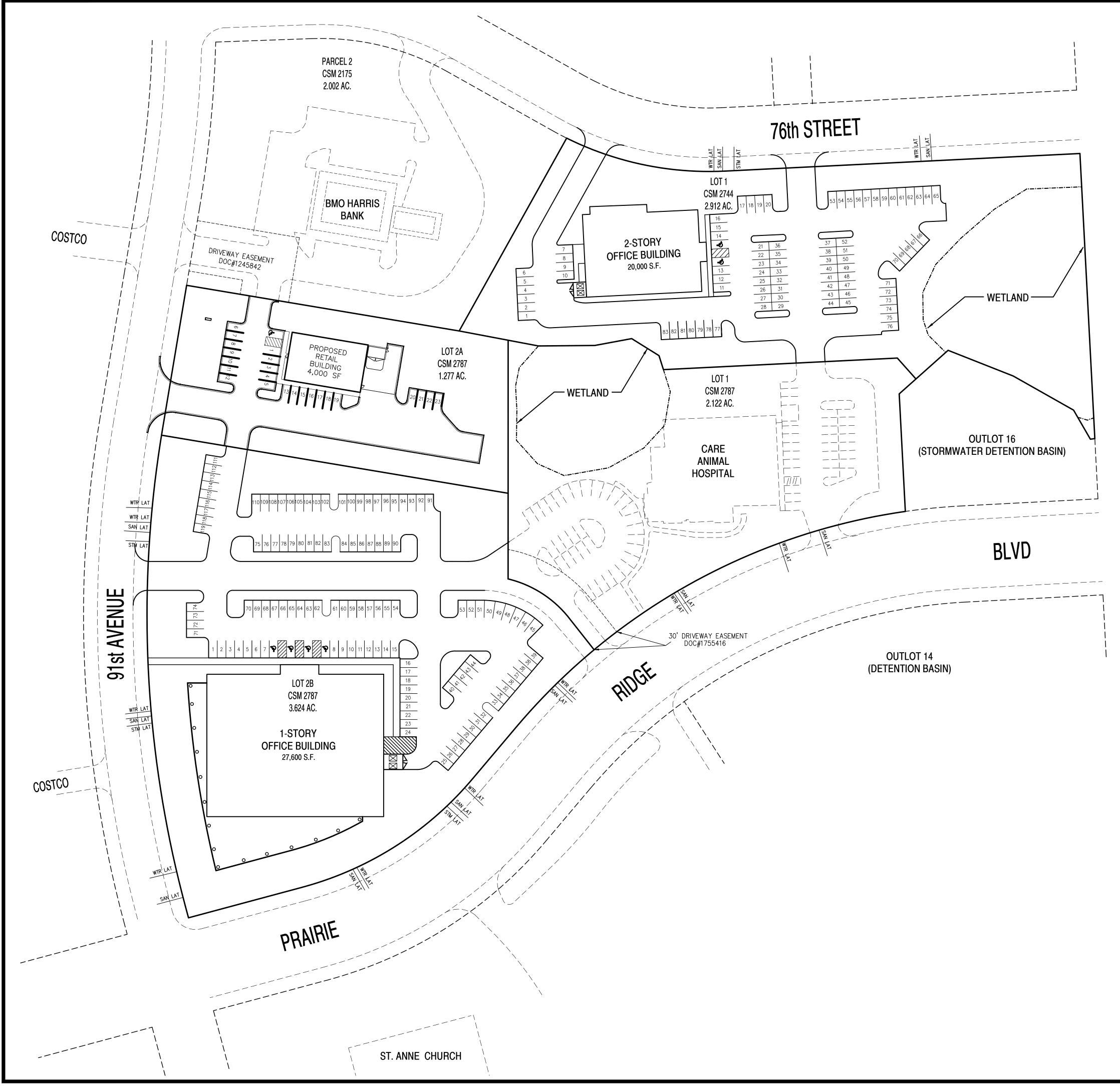
1/200 FT + 1/2 EMPLOYEE = 24 SPACES REQUIRED

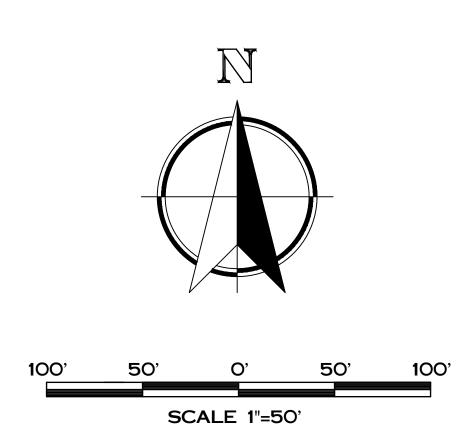
B2-PUD

Ν

			I	1	SEAL
REVISION					
No. DATE					
No.					
PROJECT No: 080058	DATE 09/24/19	DES. CP	DR. MG	CKD. CP	
	1815 South Meyers Koad Suite 950	Dakbrook Terrace, IL 60181	630.424.9080	FAX: 630.495.3731	
	1			FAX	
ANS	1	•		FAX	SITE PLAN
	SHERWIN WILLIAMS				SITE PLAN

0	20 40	60
	GRAPHIC SCALE IN FEET	





Lot 1 CSM 2744

AREA: 2.912 AC.

20,000 S.F. OFFICE BUILDING 83 REGULAR PARKING SPACES 2 HANDICAP PARKING SPACES 85 TOTAL PARKING SPACES

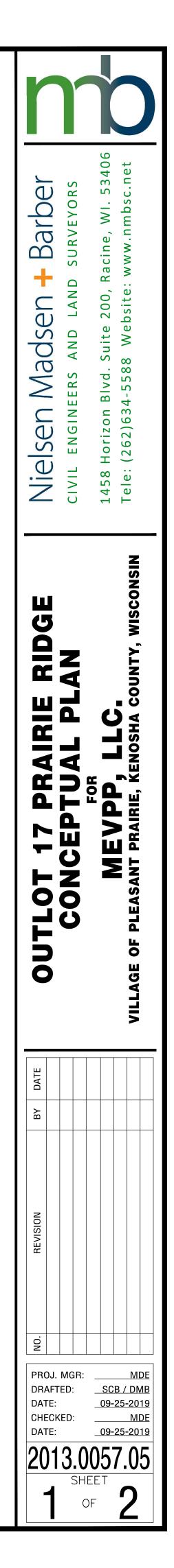
Lot 2A CSM 2787

AREA: 1.277 AC. 4,000 S.F. RETAIL BUILDING 23 REGULAR PARKING SPACES 1 HANDICAP PARKING SPACES 24 TOTAL PARKING SPACES

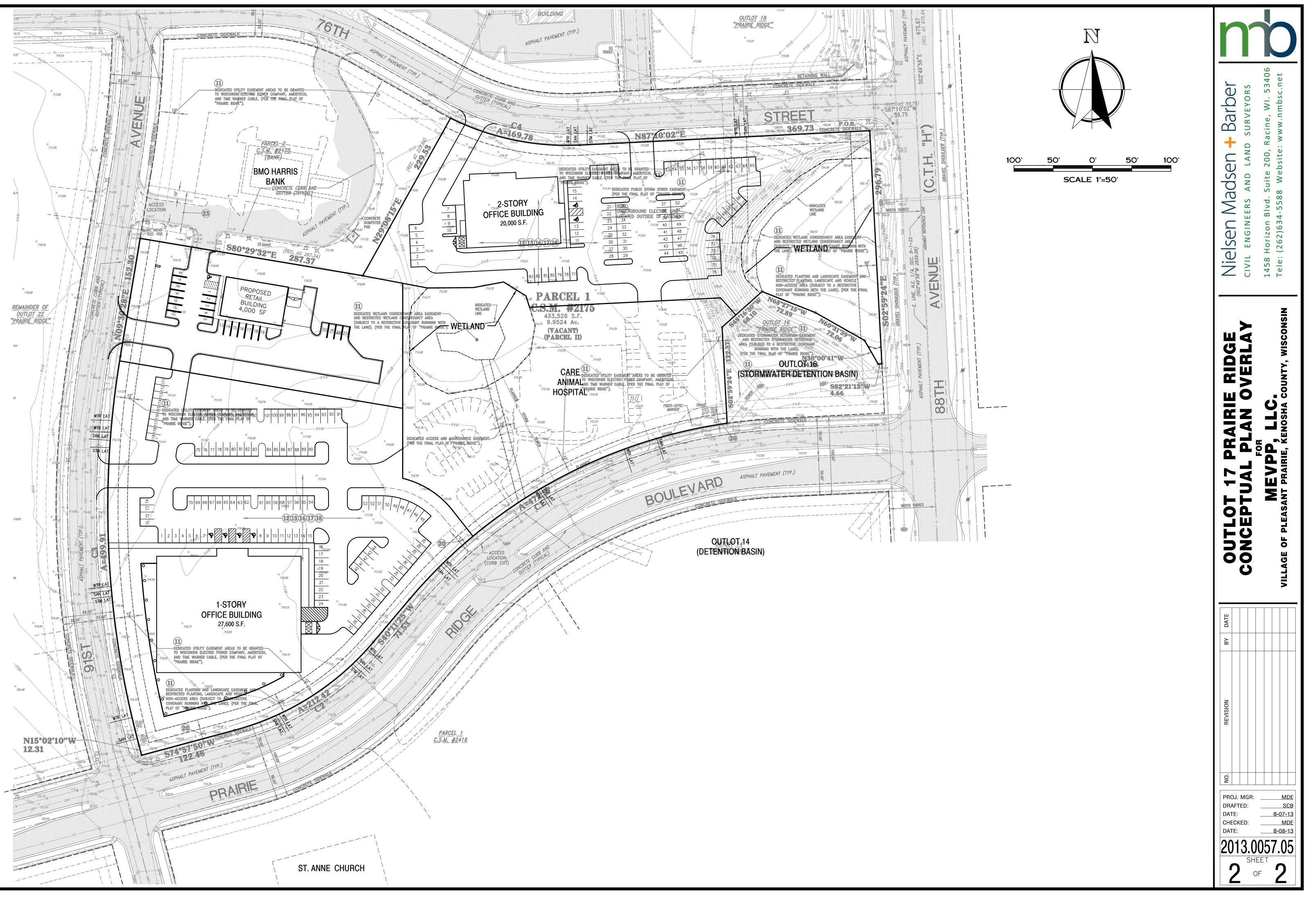
Lot 2B CSM 2787

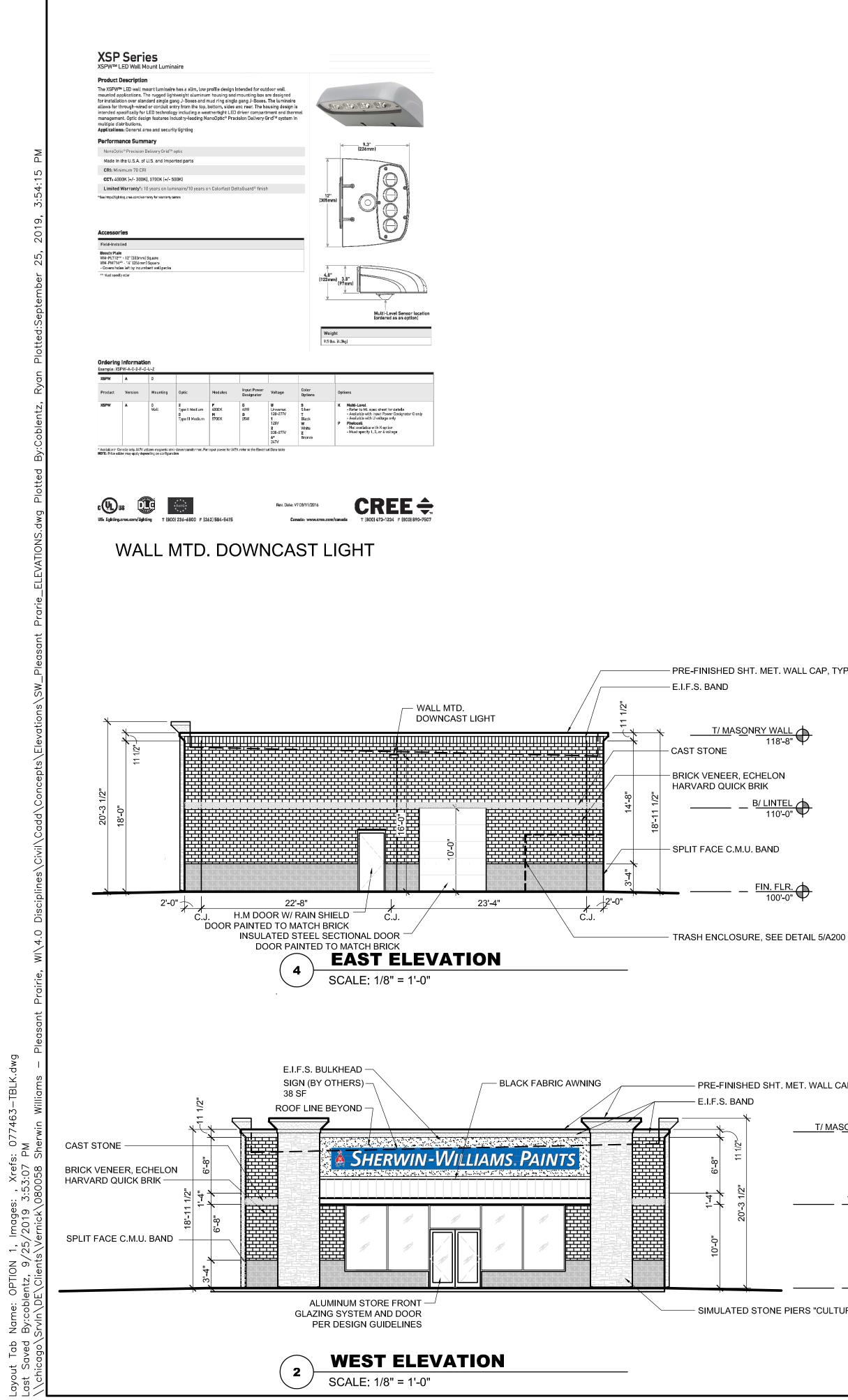
AREA: 3.624 AC.

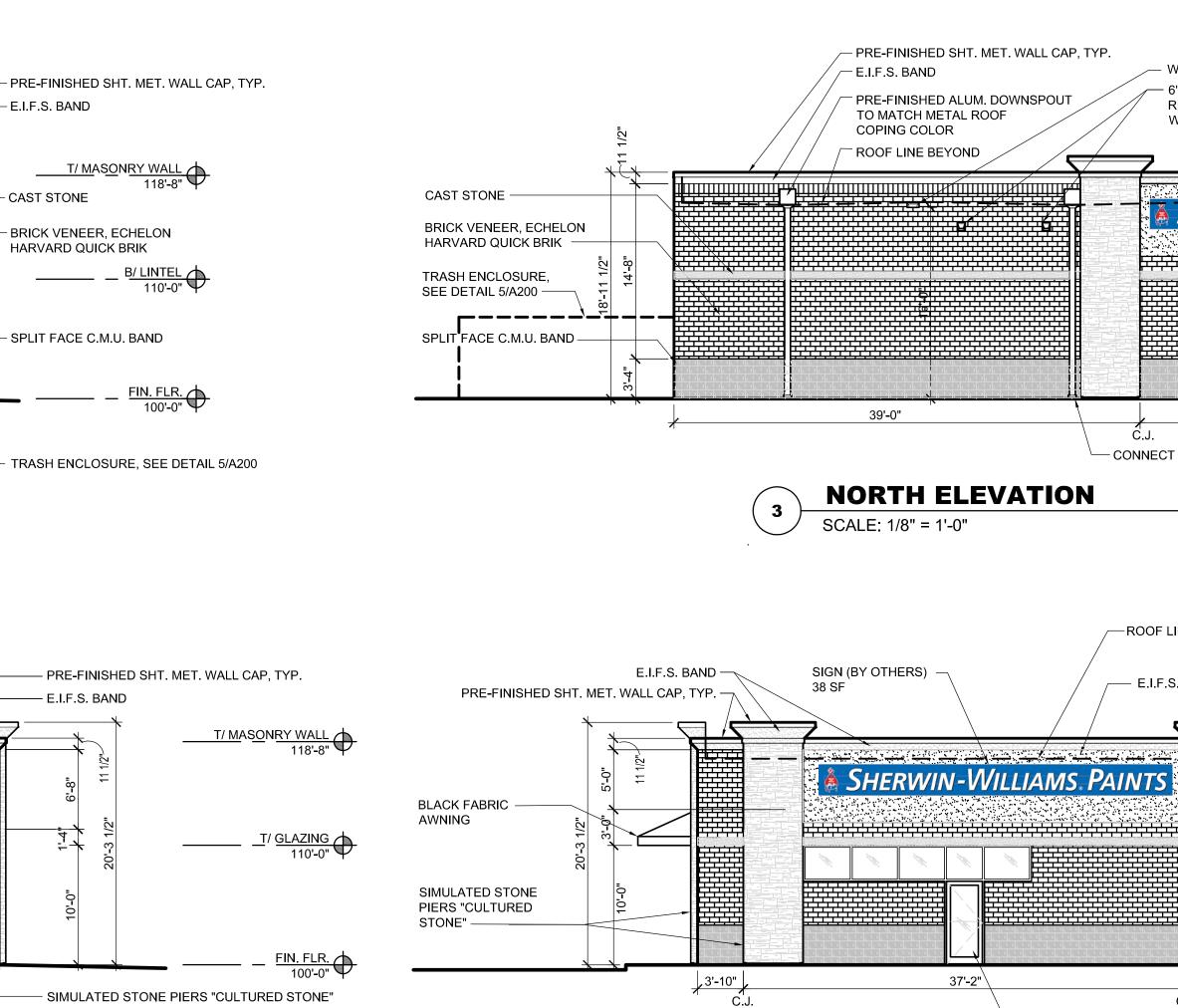
27,600 S.F. OFFICE BUILDING 119 REGULAR PARKING SPACES 4 HANDICAP PARKING SPACES 123 TOTAL PARKING SPACES

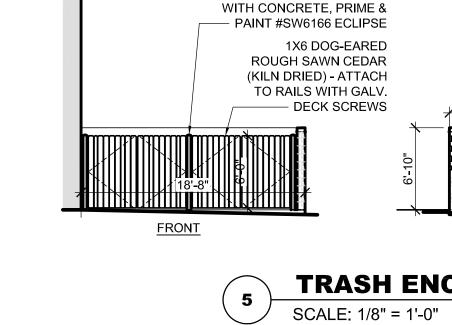


88th AVENUE (CTH H)









GATE POST (3 TYP.):

<mark>╺╶╴╴╴╴╴╴╴╴╴╴</mark>

C.J

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

1

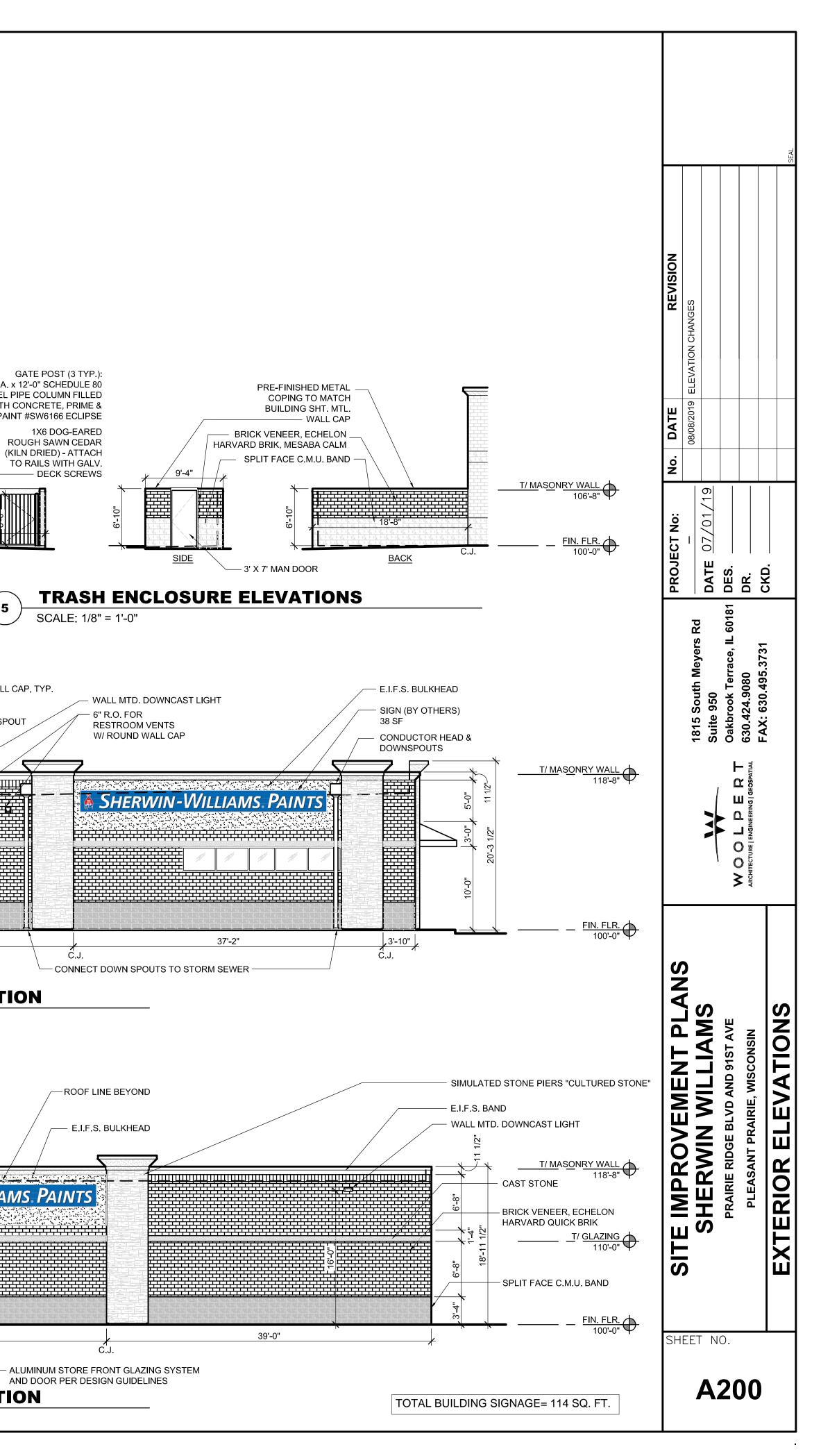
4" DIA. x 12'-0" SCHEDULE 80

STEEL PIPE COLUMN FILLED

T/ MASONRY WALL

BRICK VENEER, ECHELON

HARVARD QUICK BRIK



C. Consider the request of Thomas Peterson for approval of a **Lot Line Adjustment** between his property located at 4063 91st Street and the adjacent property located at 9118 39th Avenue owned by Carol Hovey.

Recommendation:

Village staff recommends that the Village Plan Commission send a favorable recommendation to the Village Board to approve the **Lot Line Adjustment** subject to the comments and conditions of the October 14, 2019 Village Staff Report.

VILLAGE STAFF REPORT OF OCTOBER 14, 2019

Consider the request of Thomas Peterson for approval of a **Lot Line Adjustment** between his property located at 4063 91st Street and the adjacent property located at 9118 39th Avenue owned by Carol Hovey.

The owners of the property located at 4063 91st Street (Tax Parcel Number 92-4-122-144-0071) owned by Thomas Peterson and the property located at 9118 39th Avenue (Tax Parcel Number 92-4-122-144-0080) owned Carol Hovey are proposing to adjust their lot lines. Specifically 9,894 square feet of land directly south of the 4063 91st Street property will be detached from the property at 9118 39th Avenue and added to the property at 4063 91st Street to increase the backyard of the 4063 91st Street property.

Both properties are zoned R-4, Urban Single Family Residential. 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/deed 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 and providing a recorded copy to the Village.



LOT LINE ADJUSTMENT APPLICATION

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to adjust the lot lines between adjacent properties as hereinafter requested:

Property Locations: 4063-91st ST + 9118-39 AUE KEDESNA W
Tax Parcel Numbers: $92 - 4 - 122 - 144 - 00071 + 92 - 4 - 122 - 144 - 0080$ Existing Zoning District(s):
Reason for the Request: THIS IS A REQUEST FOR A LOT ADJUSTMENT SO TOM TITLERSON CAN PURCHASE A PARCEL OF LAND WILLELH IS THE
Attached to this application is the Plat of Survey for a Lot Line Adjustment (3 original signed and sealed documents) as prepared by a Wisconsin Registered Land Surveyor that clearly illustrates and legally describes the lot line adjustment.

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

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

PROPERTY OWNER:

PROPERTY OWNER:

Print Name: TLAOMAS M. RETERSON	Print Name: CAROL E. HOVEY
Signature: tinemen N. stere	Signature: Carol E. Hovey
Address: 4063-915T ST	Address: 9118 - 39+4 AUE
$\begin{array}{c} (City) \\ (City) \\ (State) \\ (Zip) \end{array}$	KENOSHA WI State) (Zip)
Phone: 262-818-1368	Phone: 262-697-3206
Fax:	Fax:
Email: Lpeterson 3 Cmilwpc.com	Email:
Date 8-28-19	Date: September 3, 2019

This plat of survey for lot line adjustment is hereby approved by the Village Board of the Village of Pleasant Prairie on this day of, 2019.	Jane C. Snell	
PLAN COMMISSION CHAIRPERSON Michael J. Serpe	John P. Steinbrink	NE COR. SE1/4

LEGAL DESCRIPTIONS FOR LOT LINE ADJUSTMENT BETWEEN TAX KEY NOS: 92-4-122-144-0071 & -0080:

PARCEL TO BE DETACHED FROM 92-4-122-144-0080 AND ADD-ON PARCEL TO 92-4-122-144-0071 (Lot 1 Certified Survey Map No. 2318): Part of the Southeast Quarter of Section 14, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and more particularly described as: Commencing at the northeast corner of said quarter section; thence S02'42'22"E along the East line of said quarter section 1313.84 feet; thence S89'12'20"W 510.00 feet to the southeast corner of Lot 1 of Certified Survey Map No. 2318 a plat recorded on Aug. 2, 2002 as Document No. 1278068 and the point of beginning of this description; thence S02'42'22"E parallel to the East line of said quarter section 66.00 feet; thence S89'12'20"W 150.00 feet; thence N02'42'22"W parallel to aforesaid East line 66.00 feet to the southwest corner of said Lot 1; thence N89'12'20"E along the south line of said Lot 1, 150.00 feet to the southeast corner of said Lot 1 and the point of beginning; containing 9,894 square feet, more or less.

REMAINDER OF TAX KEY NO: 92-4-122-144-0080 (Not including proposed detached parcel for proposed add-on parcel) Part of the Southeast Quarter of Section 14, 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: Commencing at the northeast corner of said quarter section; thence S02'42'22"E along the East line of said quarter section 1379.84 feet to the point of beginning; thence S89'12'20"W 510.00 feet; thence NO2'42'22"E parallel to the East line of said quarter section 66.00 feet and to the southeast corner of Lot 1 of Certified Survey Map No. 2318 a plat recorded on Aug. 2, 2002 as Docment No. 1278068; thence N89'12'20"E 510.00 feet to the East line of said quarter section; thence S02'42'22"E along aforesaid East line 66.00 feet to the point of beginning; subject to a public road over and across the Easterly portion thereof; containing 33,642 square feet; including road and 30,671 square feet; excluding road, more or less.

TAX KEY NO: 92-4-122-144-0071 (INCLUDING ADD-ON PARCEL): Lot 1 of Certified Survey Map No. 2318 a plat recorded on Aug. 2, 2002 as Document No. 1278068; in part of the Southeast Quarter of Section 14, Town 1 North, Range 22 East of the Fourth Principal Meridian; lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin AND including part of Tax Key No. 92-4-122-144-0080 described as follows: Commencing at the northeast corner of said quarter section; thence S02'42'22"E along the East line of said quarter section 1313.84 feet; thence S89'12'20"W 510.00 feet to the southeast corner of Lot 1 of said Certified Survey Map No. 2318 and the point of beginning; thence S01'42'22"E parallel to the East line of said quarter section 66.00 feet; thence S89' 12'20"W 150.00 feet; thence N02'42'22"W parallel to aforesaid East line 66.00 feet to the southwest corner of said Lot 1; thence N89' 12'20"E along the south line of said Lot 1, 150.00 feet to the southeast corner thereof; containing total square feet for Lot 1 including add-on parcel; 25,934 square feet, more or less.

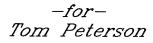
	91st Street (N)S89°12'20"W(E) 150.00'	<u>S89°12'20"W</u> <u>S87°33'06"W</u> <u>S89°12'20"W</u> <u>S89°12'20"W</u> 152.00'	<u> </u>
106.99' soz'42'22"E	92-4-122-144-0071 Lot 1 CSM #2318 (16,040 S.F.±) Including: Add-On Parcel (25,934 S.F.±)	150.00' CSM #2318 (shown for reference) (shown for reference) -not included- (shown for reference) -not included- (shown for reference) -not included-	112.99'
66.00' N02'42'22"W		464.97' 60 22 - 4 - 122 - 144 - 0080 60 24 - 124 -	45.03' 45.03'
(0	510.00' N89'12'20"E	

Plat of Survey for Lot Line Adjustment between

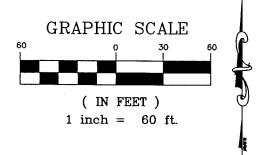
TAX KEY NO: 92-4-122-144-0080 LOT 1 C.S.M. NO. 2318 (144-0071)

in SE1/4 Section 14-1-22

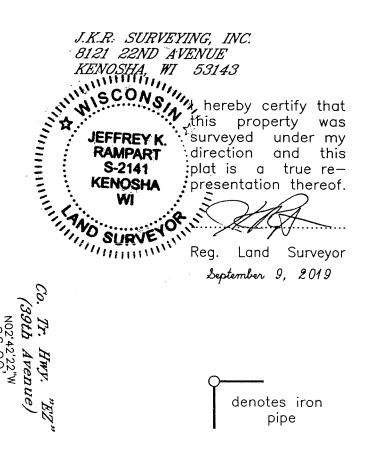
VILLAGE OF PLEASANT PRAIRIE KENOSHA COUNTY, WIS.



1200.85'n.t.s S02°42'22″E



addresses: 4063 — 91st Street & 9118 — 39th Avenue



VILLAGE OF PLEASANT PRAIRIE PLAN COMMISSION RESOLUTION #19-14 TO INITIATE ZONING TEXT AMENDMENTS

WHEREAS, the Plan Commission may initiate a petition for amendments of the Zoning Ordinance, which may include rezoning of property, change in Zoning District boundaries, or changes in the text of said Ordinance; and

WHEREAS, the Village staff is initiating an amendment to the 118th Avenue and STH 50 Planned Unit Development (PUD) Ordinance to correct a section of the ordinance related to open space to comply with the open space calculations shown on the final approved plans shown on Exhibit B of said Ordinance.

NOW THEREFORE, BE IT RESOLVED, by the Village Plan Commission, as follows:

- 1. That the Village Plan Commission hereby initiates and petitions the Village staff to evaluate and bring forth an ordinance for discussion and consideration; and
- 2. That the proposed changes in the Zoning Text are hereby referred to the Village staff for further study and recommendation; and
- 3. That the Village Plan Commission is not, by this Resolution, making any determination regarding the merits of the proposed changes in the Zoning Text, but rather, is only initiating the process by which the proposed changes in the Zoning Ordinance Text can be promptly evaluated.

Adopted this 14th day of October 2019.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

Michael J. Serpe Plan Commission Chairman

Debra Skarda Plan Commission Secretary

Date Posted:

CODE1910-001 19-14-118th Ave STH 50 PUD Amend-initate