

AGENDA
VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY
Village Hall Auditorium
9915 – 39th Avenue
Pleasant Prairie, WI
February 18, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – February 4, 2013
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator's Report
7. New Business
 - A. Receive Plan Commission recommendation and consider Ordinance #13-08 for several Zoning Map Amendments related to land within the Chiwaukee Prairie/Carol Beach Land Use Plan area that have been acquired by a public or non-profit agency for open space and/or preservation.
 - B. Consider a Professional Engineering Services Agreement for the STH 165 Water Tower Painting project.
 - C. Consent Agenda (All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.)
 - 1) Approve the request of David Klimisch for a Lot Line Adjustment between the property lines of 10010 Wilmot Road and 8491 East Ridge Drive.
 - 2) Consider Operator License Applications on file.
8. Village Board Comments
9. Adjournment

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

**VILLAGE OF PLEASANT PRAIRIE
PLEASANT PRAIRIE VILLAGE BOARD
PLEASANT PRAIRIE WATER UTILITY
PLEASANT PRAIRIE SEWER UTILITY**

**9915 - 39th Avenue
Pleasant Prairie, WI
February 4, 2013
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, February 4, 2013. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Monica Yuhas, Steve Kumorkiewicz, Clyde Allen and Mike Serpe. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, Human Resources Director; and Jane M. Romanowski, Village Clerk. Three citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JANUARY 7 AND 21, 2013**

Clyde Allen:

Motion to approve.

Monica Yuhas:

Second.

John Steinbrink:

Motion by Clyde, second by Monica. Any additions or corrections?

ALLEN MOVED TO APPROVE THE MINUTES OF THE VILLAGE BOARD MEETINGS OF JANUARY 7 AND JANUARY 21, 2013 AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY YUHAS; MOTION CARRIED 5-0.

- 5. CITIZEN COMMENTS**

John Steinbrink:

We ask that you use the microphone to give us your name and address for the record.

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Terry McMahon:

Good evening everybody. My name is Terry McMahon. I live at 6407 107th Street in Pleasant Prairie. I'd like to request to the Village Board a study to look at closing 105th Street and 65th Avenue. The new division development that was so procured years ago has now become a loitering area, a dumping ground. And it's getting rather close to my house, and I cannot be the guardian of my property. Henceforth I'd like you to consider a motion on that please. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

There were no other signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak under citizens' comments? If not, I'll close citizens' comments.

6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

I have nothing, Mr. President, other than tonight we have a new Chief of Police, David Smetana here. And he still looks interested so it's a good thing.

John Steinbrink:

David, welcome.

Chief Smetana:

Thank you.

John Steinbrink:

We had a very nice ceremony for swearing in. David's family was there, and it was good to see them. I guess they were happy to get you out of the house they said, I'm not sure.

7. NEW BUSINESS

- A. Consider Resolution #13-04 relating to the discontinuance of 93rd Street between Lakeshore Drive and 3rd Avenue.**

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Jean Werbie-Harris:

Mr. President and members of the Board, this is Resolution 13-04. It's a resolution relating to the discontinuance of 93rd Street between Lakeshore Drive and 3rd Avenue in the Carol Beach Estates Subdivision Unit 5A. The Village of Pleasant Prairie under Section 66.1003 of the Wisconsin Statutes may initiate the discontinuance in whole or in part of any street or slip or alley or lane by the introduction of a resolution declaring that the public interest requires it.

The Village of Pleasant Prairie received a request from the Wisconsin Department of Natural Resources to discontinue 93rd Street between Lakeshore Drive and 3rd Avenue. Again, this is in Carol Beach Estates Subdivision Unit 5A. The Wisconsin DNR owns vacant lands abutting both portions of 93rd Street and is requesting that the street be discontinued and removed to link the adjoining blocks and support several threatened and endangered plant species by creating a more contiguous habitat that will benefit these species.

A plat of survey and a legal description have been prepared for the property as shown on the screen. According to maps 30 and 32 of the Southeast Wisconsin Regional Planning Commission Land Use Management Plan for the Chiwaukee Prairie/Carol Beach area of the Town of Pleasant Prairie, the plan specifically identified that this segment of road be proposed to be vacated or discontinued when all of the adjacent properties are under the ownership of a public entity.

Municipal sanitary sewer, water and storm sewer infrastructure were not constructed within this particular right of way. A gravel road does exist. Upon removal of the gravel roadway, the Wisconsin DNR intends to maintain and to install a pathway within the discontinuing right of way for pedestrian purposes. The Village of Pleasant Prairie will need to review this request and will forward recommendation to the Village Board prior to action being taken by the Village Board.

This resolution would set a public hearing to consider this discontinuance not less than 40 days thereafter, and specifically I'm requesting that the public hearing to consider the discontinuance be set for March 18, 2013.

Michael Serpe:

Do we know how much of this road is being used by the residents in that area?

Jean Werbie-Harris:

No, we don't.

Mike Pollocoff:

It is being used as a parking area when people go down and walk their dogs and take their dogs down there because it's open around there. But that's as far as -- the fire department can use it as pass through to cycle around to go the hydrants.

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Michael Serpe:

Okay. I'll move approval of Resolution 13-04.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion? Jean, do we know what the status of the acquisition of all those properties is?

Jean Werbie-Harris:

They're all under the ownership of the Wisconsin DNR on either side of 93rd.

John Steinbrink:

Okay. Any further discussion?

SERPE MOVED TO ADOPT RESOLUTION #13-04 RELATING TO THE DISCONTINUANCE OF 93RD STREET BETWEEN LAKESHORE DRIVE AND 3RD AVENUE; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

B. Consider a Professional Services Agreement for the design of the Chateau Eau Plaines Subdivision Phase 1 stormwater improvements.

Mike Spence:

Mr. President and members of the Board, this is a continuation of the work that the Village has been doing to try to address the storm water flooding problems in the Chateau Eau Plaines area. Previously we had looked at improvements or grants to pay for potential improvements under the State's Hazardous Mitigation Grant Program. A preliminary plan was developed and costs were estimated. We submitted the grant back on August 20th of last year. Unfortunately, the Village's project was not selected. However, the State is still holding our application should money and funds become available to possibly fund storm water improvements in this area.

Before you tonight -- I'll back up. The issues are still there even though we've had not a lot of rain the last couple years. But we're looking at proceeding with the design of the project without grant funding because we really need -- in order to find out really what we're looking at we need to do a detailed design. This means at some point once the design is complete there would have to be a decision made to determine whether or not we actually proceed with the project and do potentially an assessment. There are a number of sources of funding and it would be clean water, it could be from capital improvements and also assessments. No matter what source we feel that it's important to get the design ready for grant application. Before you tonight you have a -- well,

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Crispell-Snyder was previously hired to do the preliminary study and engineering for Chateau Eau Plaines.

Before you tonight you have the contract for detailed design of actually the phase 1 of the project. The phase 1 actually includes two specific components. The first part of the project is to -- one of the things that the previous study had identified in that area, this is 112th Avenue, this is 115th Avenue - there's an existing open ditch for about 150 feet here west of 112th Avenue. Then that flow goes into a culvert, and then it daylight into another swale to the west by 115th Avenue. The study determined that this is a major bottleneck in the area and is a source of flooding. Because what happens like in the storms that we had in 2009 this flow cannot get from here all the way to the ditch. So what happens is it basically backs up in here and creates flooding in the whole area.

So this particular design would include cleaning out the open area on both sides here. Then it would include the removal of the undersized culvert, replacement of a bigger culvert. But in addition to that we would have a swale on top. This is sort of a modified alternative that originally we were looking at open swaling the whole area. But because the swale would probably go back pretty far into peoples' backyards, we're looking at a hybrid alternative where we would have a culvert for normal flows but then a swale for overflows on top. But the swale would not be as big as originally estimated.

The second part of the project includes upsizing the culverts underneath 112th Avenue there, right there to increase the flow in there, too. And then we'd be doing a topographic survey of the area in the dashed boundary there. This is really a big component initially to address the problems in this area.

So before you tonight you have an agreement from Crispell-Snyder to do this design. The fee for this service is \$30,600. I'm asking that the Board approve the contract for engineering design services tonight. And with that I'd be glad to answer any questions.

Michael Serpe:

Mike, if this was to proceed and completed, would that have an effect on the floodplain that we presently have?

Mike Spence:

As far as you're asking whether or not it --

Michael Serpe:

Would it improve that area as far as the floodplain goes?

Mike Spence:

It would improve the area.

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Michael Serpe:

I guess my question would be would the floodplain be redrawn after that storm sewer project were completed to benefit those that lost land that would be in -- or not lost it but couldn't use that area that was in the floodplain?

Mike Spence:

I think that's possible. But I guess we'd have to relook at the modeling and that. But it's definitely because the water just can't get out of that area.

Mike Pollocoff:

I think that was one of the upshots of the previous work that was done is we have floodplain in that area back to the south of where that wetland pond is or where that wet area is. And that's all in the floodplain. So I think once Crispell does their work how much does this bottleneck exist does that relieve that water so it can get through, and does that really change the floodplain? I mean that would be a whole process to amend that floodplain, too, as well.

Michael Serpe:

And whose responsibility would that be?

Mike Pollocoff:

Well, it would be the Village to undertake that as part of the work. But I think once they get far enough along on the design to say, okay, we can eliminate X amount of floodplain or not. Any floodplain we can get away from homes is a good thing. And we also have just the realistic problem that those homes in that area are probably in the worst condition as far as flooding of almost any of them in the subdivision. So it can alleviate that. I think the work that was done to this point really identified the bottleneck where that culvert was put in, it wasn't designed. It was probably what the farmer could afford when he was developing that property. And we've been living with the outcome of that forever.

Steve Kumorkiewicz:

I have a question. Mike, do we have to buy an easement over there?

Mike Pollocoff:

That would be one of the things. They identified some easements there. I guess what we don't know is how big of an easement we would need to acquire.

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Steve Kumorkiewicz:

Because I look in the middle of this red replacement [inaudible] swale to put in right in the middle there is two properties, two buildings above and below the red line.

Mike Pollocoff:

Sheds.

Steve Kumorkiewicz:

Yes, that's why I'm concerned if we have to buy an easement or what.

Mike Spence:

We'll know that once we do the final design and look at the profile of the swale on top. There's an existing easement there now. But we're putting in a bigger pipe. And I can tell you that I would probably recommend getting a bigger easement should public works have to ever go in there and do any maintenance. I think the existing easement is like 20 feet.

Mike Pollocoff:

If we're going to put a swale in there you want the swale to have a gradual slope. The only way we're going to do that is to expand the easement so we can construct it so we can have an easement where we feel like we have the necessary room to get in there and dig, and then we could have a sloping easement. But the effect is even a sloping easement you're getting in there and removing soil and reshaping it. It would cost you almost as much to get a sloping one as the regular easement. But really what that design looks like will tell us how big of an easement we really need to get.

Monica Yuhas:

Mike, when do you anticipate starting this?

Mike Spence:

The actual design or --

Monica Yuhas:

This work right here with Crispell.

Mike Spence:

Well, the design would start as soon as the contract is signed tonight. We would kick it off and start the design. Then the next step there would be for the Board to decide -- we'd have to look at

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funding options and to see whether or not we move it to the next phase for construction. A couple other things that are going on simultaneously, I've got a couple residents from Chateau that are actually helping me get additional documentation. That was one of the things in the grant response that we got that they wanted more hard documentation. But we thought it was important to move forward so we know what we're talking about with final design costs. Right now the very preliminary estimate is about \$210,000. That doesn't include anything if we had to purchase easements in that area.

Monica Yuhas:

When do you anticipate coming back to the Board with options?

Mike Spence:

I would say from a schedule standpoint probably we'd have to do a survey and that, I would say probably sometime this summer.

Monica Yuhas:

Okay. Have the residents been informed of what's going on as far as what's been taking place with progress?

Mike Spence:

Yes. Well, they will be. As a matter of fact I've got a letter that's going to be going out tomorrow. And some of the information that I presented in my memo to Mike is going to be included in that letter. I'm going to give them a brief history again of what we've done, how we looked at the funding options, and that we've decided to move forward to at least get the design done of this first part. I will be sending that letter out to all the residents tomorrow. Village Board will be getting copies as well.

Monica Yuhas:

Thank you.

Clyde Allen:

Make a motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike. Any further discussion?

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ALLEN MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CRISPELL-SNYDER, INC. FOR THE DESIGN OF THE CHATEAU EAU PLAINES SUBDIVISION PHASE 1 STORMWATER IMPROVEMENTS; SECONDED BY SERPE; MOTION CARRIED 5-0.

C. Consider a RecPlex Sponsorship Agreement with Lynch Chevrolet of Pleasant Prairie for the Fitness Center.

Mike Pollocoff:

Mr. President, we were approached by Lynch Chevrolet regarding sponsorship opportunities at RecPlex. They thought it was a good value for their advertising funds. And so Lynch is looking to sponsor the fitness facility which would be signage on TVs which they'd be purchasing 42 inch TVs in the fitness center. They get an advertisement on our Highway 165 sign, a marque in the mail hallway, a dasher board in the blue and green rinks and a banner in the aqua arena. And they would be allowed to put a vehicle out on display by the ice arena entrance to RecPlex. Lynch is paying us \$15,000 a year for this opportunity, and it's a two year contract. And we recommend that we enter into the agreement with Lynch Chevrolet.

Monica Yuhas:

Motion to approve the agreement with Lynch.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any further discussion?

YUHAS MOVED TO APPROVE A RECPLEX SPONSORSHIP AGREEMENT WITH LYNCH CHEVROLET OF PLEASANT PRAIRIE FOR THE FITNESS CENTER; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

D. Consider a draw on each of the two Westfield Development Letters of Credit.

Jane Romanowski:

Mr. President, the bank dropped off renewals of those letters of credit. We were protecting ourselves by putting draws on the agenda. So a motion can be made and seconded to remove that item from the agenda. There's no need to act on it tonight.

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Michael Serpe:

So moved.

Clyde Allen:

Second.

John Steinbrink:

Motion by Mike, second by Clyde. Any further discussion?

SERPE MOVED TO CONCUR WITH THE RECOMMENDATION TO REMOVE ITEM D FROM THE AGENDA; SECONDED BY ALLEN; MOTION CARRIED 5-0.

E. Consider Operator License Applications on file.

Jane Romanowski:

Just one tonight for Bhinder Singh and I recommend approval.

Clyde Allen:

Motion to approve.

Steve Kumorkiewicz:

Second.

Clyde Allen:

Motion by Clyde, second by Steve. Any further discussion?

ALLEN MOVED TO APPROVE AN OPERATOR LICENSE FOR BHINDER SINGH; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

8. VILLAGE BOARD COMMENTS

Michael Serpe:

I just have one. While have Carol and Chris over here and Tommy from the RecPlex, last week we had that indoor triathlon on Sunday. That went very well. But what was amazing is the amount of people that were using the RecPlex last Sunday morning. There wasn't a parking place anywhere in the parking lot. The street was full. The swimming pool was full. The fitness center was full. The field house was full, and the ice rinks were loaded. And I walked out of

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there and said what would these people do if we didn't have this place? What would they be doing right now?

And I'll tell you it went smooth, the building looked great. Credit to Chris, Tom and Carol. And I was impressed, and I think the people that were visiting here for the first time with the swim meet were very impressed. So good job, guys.

John Steinbrink:

How did you place in the triathlon?

Michael Serpe:

I counted laps and I went home.

John Steinbrink:

Any further Board comments?

- 9. CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.95(1)(G) WIS. STATS. TO CONFER WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.**

Jane Romanowski:

Motion and second and roll call please.

Clyde Allen:

I make a motion to approve.

Michael Serpe:

Second.

John Steinbrink:

Motion by Clyde, second by Mike.

ALLEN MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY SERPE; ROLL CALL VOTE – STEINBRINK – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; YUHAS – AYE; ALLEN – AYE; MOTION CARRIED 5-0.

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John Steinbrink:

The Board will return to open session for purpose of adjournment only. No other business will be conducted.

10. RETURN TO OPEN SESSION AND ADJOURNMENT

After discussion, **ALLEN MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY SERPE; ROLL CALL VOTE – STEINBRINK – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; YUHAS – AYE; ALLEN – AYE; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 7:40 P.M.**

Consider **Ord. #13-08** for several Zoning Map Amendments related to land within the Chiwaukee Prairie/Carol Beach Land Use Plan area that have been acquired by a public or non-profit agency for open space and/or preservation.

Recommendation:

On February 11, 2013 the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Map Amendments (Ord. #13-08)** as presented.

VILLAGE STAFF REPORT OF FEBRUARY 18, 2013

Consider **Ord. #13-08** for several Zoning Map Amendments related to land within the Chiwaukee Prairie/Carol Beach Land Use Plan area that have been acquired by a public or non-profit agency for open space and/or preservation.

On January 14, 2013 the Village Plan Commission adopted Resolution #13-02 to initiate several zoning map amendments for properties that have been acquired in the public's interest in 2012 pursuant to Community Assistance Planning report No. 88, entitled A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach Area of the Town of Pleasant Prairie, (now known as the Village of Pleasant Prairie), dated February 1985. This plan recommended that ultimately all the lands within the Plan identified as an open space preservation area should be placed in the C-3, Natural and Scientific Area Resource Conservancy District, the designated natural resource base preservation and protection district.

The C-3 Natural and Scientific Area Resource Conservancy District is intended to preserve and enhance existing natural features including: scenic, historic, and scientific areas and associated plant and animal communities and to prevent the destruction of valuable natural, scenic and scientific resources, including wetlands, shorelands or navigable waters, prairies, meadows, sand dunes, woodlands, wildlife habitat and areas with high erosion hazard at such time as said lands are acquired by any Federal or State Agency, Kenosha County or the Village for the public interest.

Lands mapped as natural and scientific areas should include those lands identified in a continuous open space preservation area consisting of continuous environmental corridor including: valuable natural, scenic and scientific resources of special scientific interest; wildlife habitat areas; critical plant habitat areas where several Wisconsin rare threatened or endangered plant species are identified; and wetlands, prairies, meadows, sand dunes, woodlands and areas subject to flooding and high erosion hazards.

The Land Use Management Plan seeks to preserve a substantial portion of the existing natural features of the area through the maintenance of a continuous environmental corridor connecting the Kenosha Sand Dunes on the north end and the area within the Chiwaukee Prairie preserve on the south end.

The Land Use Management Plan identifies that the lands within the corridor be acquired and maintained as a natural area/wildlife area by a combination of public and private conservancy interests.

The Wisconsin Department of Natural Resources and The Nature Conservancy of Wisconsin have identified land acquisition areas for permanent resource protection. The Land Use Management Plan recommended that Kenosha County and Pleasant Prairie proceed on an incremental basis in the following manner:

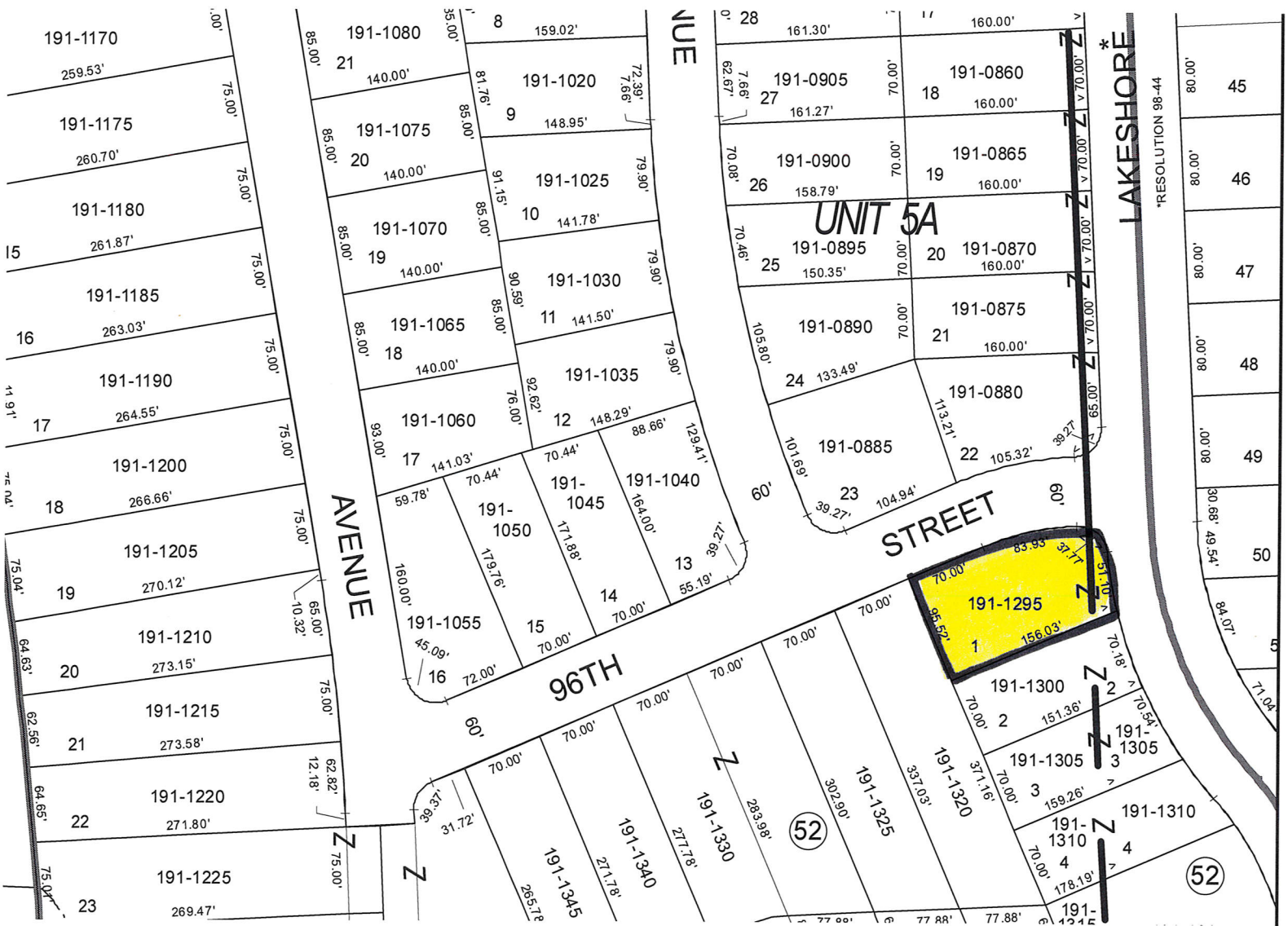
1. Kenosha County, and since 1989, the Village of Pleasant Prairie, shall follow Chapter NR 115/NR 117 of the Wisconsin Administrative Code that requires the rezoning of wetlands within the shoreland area of Lake Michigan; and
2. The remaining lands within the proposed open space preservation area shall be preserved either as wetlands beyond the shoreland zone or as significant uplands. Such lands shall remain in their current zoning category until acquisition takes place, and then the lands shall be rezoned after they have been acquired within the public's interest into the C-3 District.

Properties that have been acquired in the public's interest in 2012 were evaluated and are proposed to be rezoned into an appropriate zoning classification pursuant to The Plan. The following zoning map amendments area proposed.

Tax Parcel Number	Owner	Current Zoning	Proposed Zoning*
93-4-123-191-1295	Department of Natural Resources	R-5 and C-1	C-3
93-4-123-203-0185	Department of Natural Resources	R-5 and C-1	C-3
93-4-123-304-0295	Department of Natural Resources	R-5	C-3
93-4-123-322-0205	The Nature Conservancy	R-5 and C-1	C-3
93-4-123-323-0765	The Nature Conservancy	C-1	C-3
93-4-123-323-1165	The Nature Conservancy	R-5 and C-1	C-3

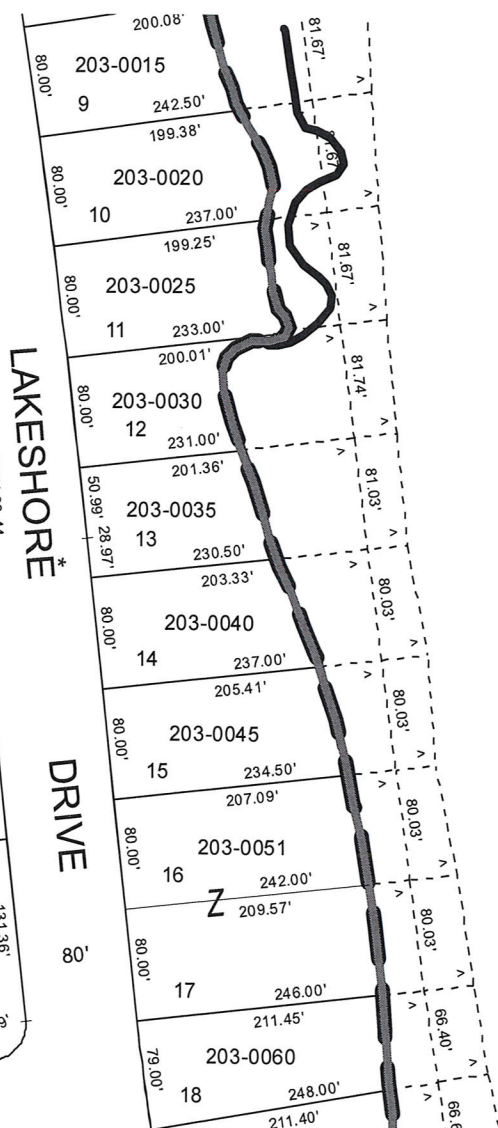
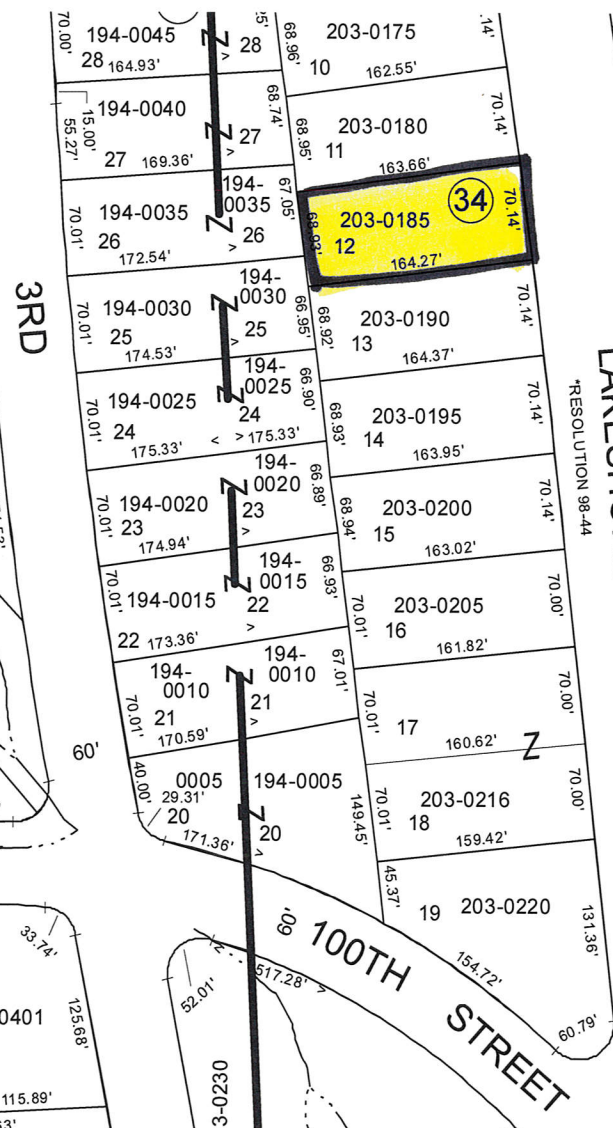
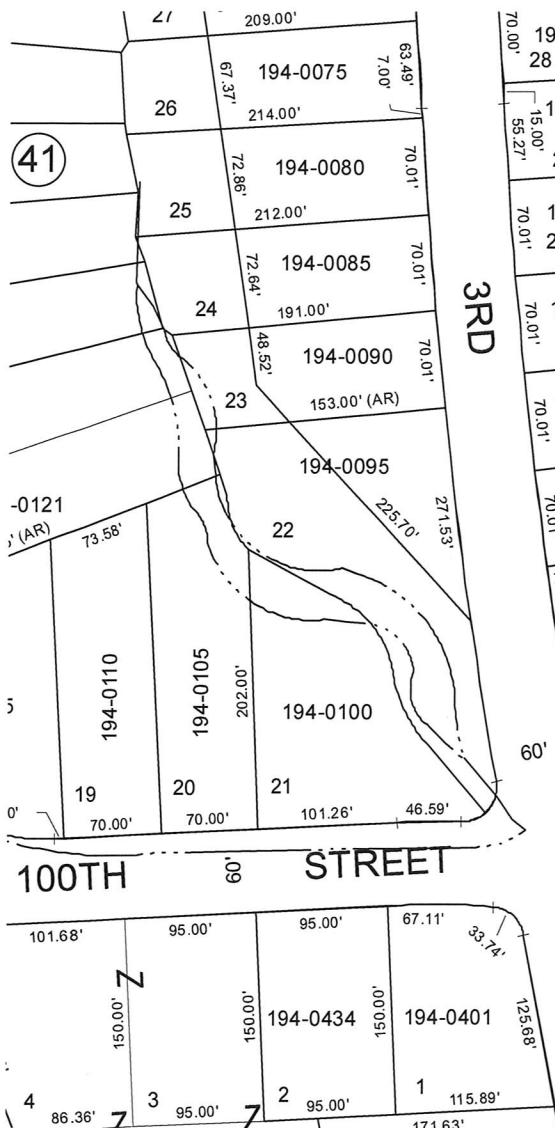
*All lots referenced above will remain in the LUSA, Limited Urban Service Overlay District. In addition, any portions of the properties noted above that are located within a FPO, Floodplain Overlay District or within a Shoreland Boundary will remain within those districts.

On February 11, 2013, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendments (Ord. #13-08)** as presented.

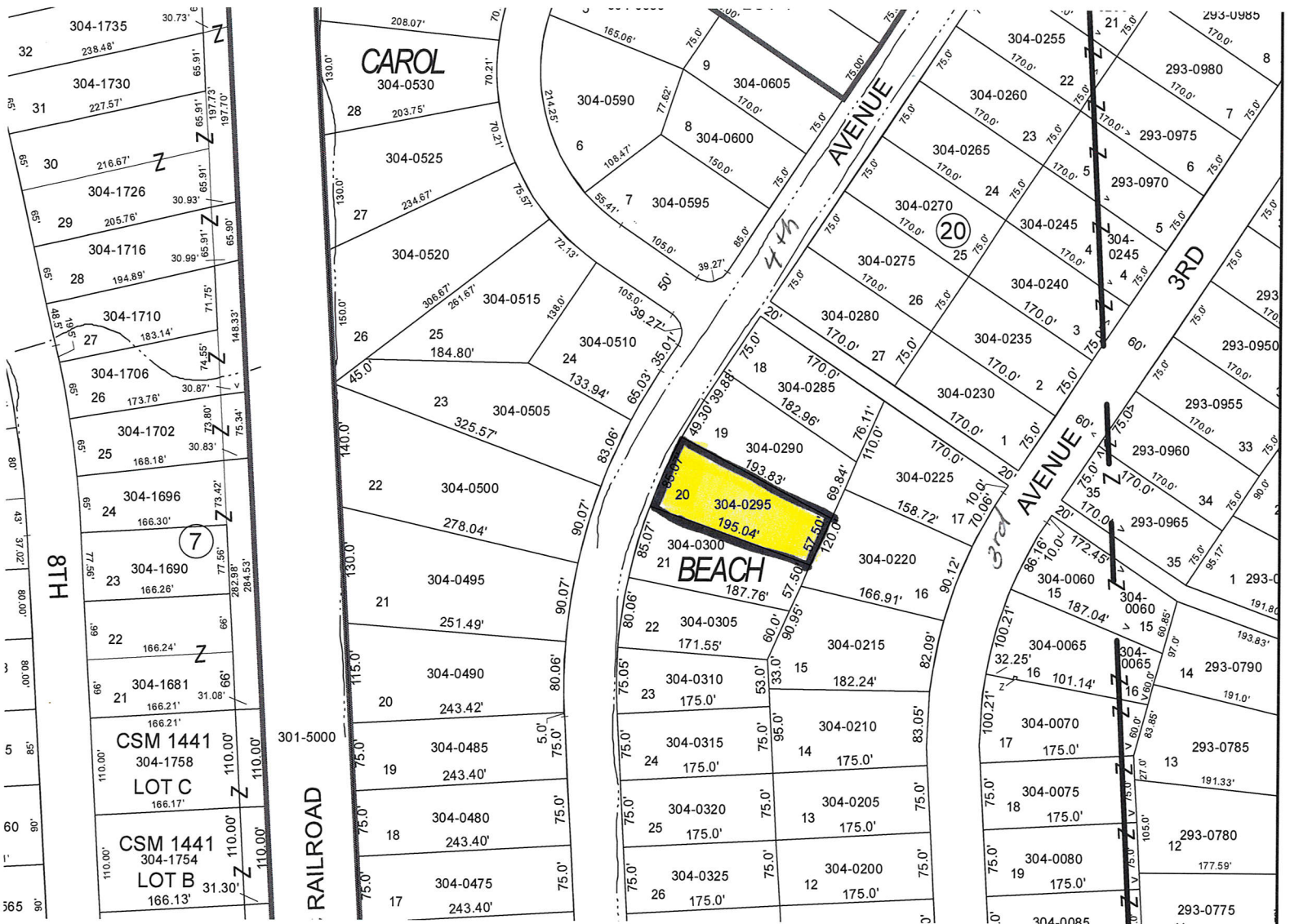


93-4-123-191-1245

Rezone from R-5 and C-1
to C-3



93-4-123-203-0185
 Rezone from R-5 and C-1
 to C-3



93-4-123-304-0295
 Rezone from R-5 to C-3

ORD. # 13-08

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

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

The subject properties located in Carol Beach/Chiwaukee Prairie generally in the area south of 85th Street, west of Lake Michigan, north of 128th Street, and east of the Union Pacific Railway (collectively hereinafter referred to as the "Rezoning Area") that have been acquired in 2012 by the Wisconsin Department of Natural Resources and the Nature Conservancy of Wisconsin are hereby rezoned as follows:

1. The following property is proposed to be rezoned from the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Number: 93-4-123-323-0765;
2. The following property is proposed to be rezoned from the R-5, Urban Single Family Residential District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Number: 93-4-123-304-0295;
3. The following properties are proposed to be rezoned from the R-5, Urban Single Family Residential District and the C-1, Lowland Resource Conservancy District to the C-3, Natural and Scientific Area Resource Conservancy District: Tax Parcel Numbers: 93-4-123-191-1295; 93-4-123-203-0185; 93-4-123-323-1165; and 93-4-123-322-0205; and
4. All lots referenced above will remain in the LUSA, Limited Urban Service Overlay District. In addition, any portions of the properties noted above that are located within a FPO, Floodplain Overlay District or within a Shoreland Boundary will remain within those districts.

The Village Zoning Administrator is hereby directed to record these zoning map amendments on the appropriate sheet of the Official Village Zoning Map and Appendix B in Chapter 420 of the Village Code of Ordinance shall be updated to include said amendments.

Adopted this 18th day of February 2013.

VILLAGE BOARD OF TRUSTEES

ATTEST:

Jane M. Romanowski, CMC
Village Clerk

John P. Steinbrink
Village President

Posted: _____



Office of the Village
Director of Public Works
John Steinbrink, Jr.

To: Mike Pollocoff, Village Administrator
From: John Steinbrink Jr., Director of Public Works
CC: Mike Spence, Village Engineer

Subject: Professional Engineering Services Agreement – Dixon Engineering
165 Water Tower painting inspection

Date: February 18, 2013

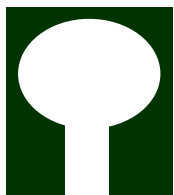
The Water Utility Department is scheduled to repaint the 165 elevated water tower. This water tower was constructed in 1995 and holds a volume of 750,000 gallons. A recent tower inspection determined the water tower wet interior and exterior are due to be repainted. The professional services and inspection of the tower painting will be paid for the water Utility capital fund.

Contract summary - Repainting the 165 water tower, funded from the Water Utility estimated at \$23,206

- Preparation of Technical Specifications and Contract documents
- Project Administration
- Preconstruction meeting
- Daily Inspection services for surface preparation of wet interior
- Critical Phase inspection for interior and exterior surfaces

Dixon Engineering has provided a satisfactory reference list, project resumes, and statement of qualifications (attached). I recommend that the Village enter into an agreement with Dixon Engineering for the amount of \$23,206.





DIXON ENGINEERING, INC.

9415 West Forest Home Avenue
Suite 208
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

9620 Route 34
Suite B
Yorkville, IL 60560
Telephone (630) 553-7750
Fax (630) 553-7220

Proposal/Contract Agreement for Elevated Water Storage Tank 750,000 gallon spheroid, 49-30-01-03

The agreement is between Dixon Engineering, Inc. (DIXON) and the **Village of Pleasant Prairie, Wisconsin** (OWNER) to contract with DIXON for technical services for the **Rehabilitation and Inspection Services** (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the not to exceed the fee of **Twenty Three Thousand, Two Hundred and Six** Dollars (\$**23,206**). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICE

Preparation of Technical Specifications and Contract Documents; Project Administration, Surface Preparation, and Paint Inspection Services per Schedule A

3.01 SIGNATURES

_____ Jim Orr (mm)	_____ February 12, 1013
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

_____ CONTRACT APPROVED by OWNER	_____ POSITION	_____ DATE
-------------------------------------	-------------------	---------------

_____ CO SIGNATURE (if required)	_____ POSITION	_____ DATE
-------------------------------------	-------------------	---------------

_____ CONTRACT APPROVED by DIXON OFFICER	_____ EFFECTIVE CONTRACT DATE
---	----------------------------------

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A
Engineering and Inspection Services
750,000 gallon spheroid, 49-30-01-03
Pleasant Prairie, Wisconsin

I PREPARATION OF SPECIFICATIONS & CONTRACT DOCUMENTS

A. Owner agrees:

1. Use, unaltered, the contract documents provided by Dixon when entering into an agreement with the contractor. Dixon will not unreasonably withhold a request to alter the document. This clause is essential to protect Dixon's interest in regards to Contractor pays for default clauses. This provision in no way creates any contractual obligation, including those of third party beneficiary status, or relationship between DIXON and CONTRACTOR.
2. Pay all advertising costs. The method of advertising is to be determined by the Owner.
3. Provide a place for the bid opening.
4. Open the bids received.
5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
6. Sign and forward to the contractor the notice to proceed. This Notice to Proceed will be supplied to Owner by Dixon.

B. DIXON agrees:

1. **Preparation of Technical Specifications and Contract Documents:**
 - a. Prepare Technical Specifications and Contract Documents for project to include, but not limited to, the following:
 - 1) Advertisement for Bids
 - 2) Information for Bidders
 - 3) General Conditions
 - 4) Detailed specifications
 - 5) Inspection Form
 - 6) Bid/Agreement Form
 - b. Address all questions, written or verbal response, concerning the project that are submitted to DIXON. (Dixon will not be held to any non-written statement.)
 - c. Direct mail advertisements to Contractors who have been prior approved as capable and conscientious by DIXON.
 - d. Send specifications to selected, appropriate Builders Exchanges and Dodge Reports.
 - e. Review the bids submitted to the Owner and recommend award based on lowest responsible and responsive bidder.

- f. Furnish Owner and Contractor the Contract Documents to complete.
- g. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II. Project Administration:

- 1. Project administration for the purpose of coordinating the inspection program, local inspector assistance, secretarial services, shop drawing review, and project finalization.
- 2. Review contractor's Schedule of Values and work schedule.
- 3. Attend a pre-bid meeting. Answer questions concerning technical specifications.
- 4. Review shop drawings for compliance with technical specifications.
- 5. DIXON shall record a written record of all Project meetings with the Owner. Meeting minutes shall be submitted to the Owner not more than 10 days after the meeting.
- 6. Perform services expected of Engineer and detailed in the EJCDC General Conditions.

III. Pre-construction Meeting:

- 1. Attend a pre-construction meeting, and distribute minutes to major participants. Topics of discussion will include contractor's:
 - a. emergency response plan,
 - b. responsibilities to the Owner,
 - c. responsibilities to her/his workers,
 - d. responsibilities to the public
 - e. inspection start time
 - f. inspection schedule
 - g. liquidated damages
 - h. Contractor's site specific Lead, Health, and Safety Plan
 - i. Who Contractor's designated OSHA competent person for lead, health and safety
- 2. Contractor will have submittals which are to be submitted 10 days prior to the pre-construction meeting. Some of these include: Contractor's schedule, ventilation, fall prevention, confined space, waste hauler certifications, welder certifications, etc. These will be reviewed prior to meeting and only deficiencies discussed.

IV Daily Inspection Services for surface preparation of wet interior:

1. Review contractor's crew size and equipment for ability to meet specification requirements and time constraints.
2. Review abrasive and coating materials for approved manufacturers.
3. Inspect compressed air at blast nozzle for cleanliness (i.e. oil, moisture).
4. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
5. Inspect abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
6. Review coating mixing, thinning, and manufacturer's application requirements.
7. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
8. Inspect applied coating for dry film thickness, coverage, uniformity, holidays, and cure.
9. Collect appropriate samples for pre-disposal laboratory testing.
10. Prepare daily inspection report detailing above mentioned items and daily progress.

V. Critical Phase Inspection Services:

- A. Interior – Painting:
 1. Two (2) visits to inspect the interior intermediate coating uniformity, coverage, dry film thickness, and holiday detection, prior to application of the topcoat.
 2. Two (2) visit(s) to inspect the interior topcoat for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Review all contract items to assure they have been completed according to contract requirements.
 3. One (1) visit to perform holiday test on final coat on interior wet

B. Exterior – Painting:

1. One (1) visit to set the standard for washing and exterior spot cleaning and prime spot coating, examine surface profile and feathering created for compliance with specifications.
2. Two (2) visits to inspect the exterior intermediate coating for uniformity, coverage, and dry film thickness prior to application of the topcoat.
3. Three (3) visits to inspect the exterior topcoat for uniformity, coverage, performance, and dry film thickness for compliance with specifications. Examine the overall project for possible damage caused by equipment removal. Review all contract items to assure they have been completed according to contract requirements.
4. One (1) visit to finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Dry Interior spot repair and coating.

1. Inspections will be concurrent with exterior and wet interior inspection services.

Collection of samples will be taken during regularly scheduled visits. If additional sampling is requested that cannot be completed during a regular visit, it shall be considered an additional service.

SCHEDULE B
Engineering and Inspection Services
750,000 gallon spheroid, 49-30-01-03
Pleasant Prairie, Wisconsin

1. Payment for scope of services, Schedule A, Item I, preparation of specifications and contract documents is the lump sum fee of **\$3,500.**
2. Compensation for project administration, Schedule A, Item II shall be the time and material fee of **\$1,500.** Payment shall be due as project progresses.
3. Compensation for participation at the pre-construction meeting, Schedule A, Item III, shall be the lump sum fee of **\$650,** and will include preparation and travel time.
4. Compensation for DAILY INSPECTION for surface preparation and coating inspection services, secretarial services, and project management, Schedule A, Item IV, is **\$10,056** This proposal is based on a Level II Inspector. Inspector fee will vary. All fees are time and material per Schedule C. DIXON will notify the Owner every two weeks regarding the estimated budget available, and will advise if a change in fees or change in scope of services is necessary. This fee and scope of services are negotiable between DIXON and the Owner.

Inspection:

Inspection & travel time	10 hrs.	@ \$75/hr.	= \$750
Mileage	60 miles	@ \$.65/mile	= \$ 39
Secretarial	.5hr.	@ \$ 48/hr.	= \$ 24
Proj. Mgmt.	.25 hr.	@ \$100/hr.	= \$ 25
Total Estimated Daily Fee			\$838

Total Estimate Daily Fee	\$838
	X 12 days
Total Fee:	\$10,056

5. Compensation for paint inspection services is **\$7,500** based on a **\$625** per visit fee with **12** visits recommended.
6. DIXON reserves the right to adjust individual inspection line items as necessary based on the Contractor's performance and pace of work. The total fees for Schedule B, Items #2 through #5, will not be exceeded without prior approval from the Owner.
8. Invoices will be compiled after the 20th of the month and shall include from the 20th of the preceding month to the 20th of the invoiced month. Bimonthly invoicing will be completed on larger projects, or at the Owner's request.

8. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
9. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.
10. Delay in completing the work which is the responsibility of the Owner and which extends the amount of time required for DIXON to complete their work shall be considered an additional service, and DIXON shall be compensated for this delay under the provisions of Schedule C of the contract.
11. Failure by the Contractor to notify DIXON of the necessity to change inspection dates more than twenty-four hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be considered an additional service, and DIXON shall be compensated for travel and/or expense under the provisions of Schedule C of the contract.
12. Requests for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered an additional service and DIXON shall be compensated under the provisions of Schedule C of the Contract.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

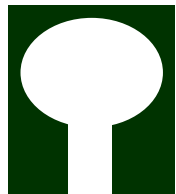
*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$125 per diem (may be increased based on location)	\$135 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

Revised 08/12



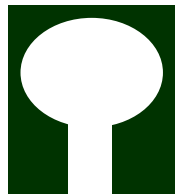
DIXON
ENGINEERING, INC.

9415 West Forest Home Avenue
Suite 208
Hales Corners. WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

9620 Route 34, Ste C.
Yorkville, IL 60560
Telephone (630) 553-7750
Fax (630) 553-7220

REFERENCE LIST
Representative 2010/11

CLIENT	CONTACT	TANK SIZE	PROJECT
City of Appleton 2281 Manitowoc Road Menasha, WI 54952	Chris Shaw 920-832-2362	Digester	Rehabilitation Paint Inspection
City of Delavan 123 2 nd St Delavan, WI 53115	Jim Piester 262-728-5585	500,000 gallon spheroid	New Construction paint inspection
City of Eastman 112 Shanghi Ridge Rd Eastman, WI 54625	Delta 3 Engineers Dan Dressens	75,000 gallon spheroid	New Construction Inspection
City of Fitchburg 1992 to present 2373 Fish Hatchery Road Fitchburg, WI 53711	Tim Shackleton 608-275-7142	500,000 gallon concrete ground 500,000 gallon spheroid 750 gallon spheroid	Preliminary Maintenance Rehabilitation Services Preliminary Maintenance Rehabilitation Inspection New Construction & paint Inspection Antenna Installation review
Ho-Chunk Indian Nation PO Box 170 Tomah, WI 54660	Steve Christopherson 608-387-9708	200,000 gallon spheroid Lake Delton	Rehabilitation Inspection
Menominee Indian Nation Indian Health Service 9A S. Brown St Rhineland, WI 54501	Matt Zock I H S 7115-465-5107	100,000 gallon spheroid Neopit	New Construction & paint inspection
Village of Lyndon Station Vierbicher P. O. Box 44010 Madison, WI 53744-4010	Darrin Pope 608-825-0532	100,000 gallon elevated water tank	New Construction & Paint Inspection
Manitowoc Public Utilities 13035 S. 85 th Street Manitowoc, WI 54220	Rob Michaelson 920-686-4354	1,250,000 gallon elevated tank 1,500,000 gallon elevated tank	New Construction Paint Inspections
Marshfield Utilities 200 S. Roddis Ave. Marshfield, WI 54449-0670	Dave Wasserburger 715-387-1195	500,000 gallon elevated tank	New Construction
Oak Creek Water& Sewer Utility 170 W. Drexel Avenue Oak Creek, WI 53154	Mike Sullivan 414-570-8200, x19	300,000 gallon spheroid	New Construction



DIXON ENGINEERING, INC.

9415 West Forest Home Avenue
Suite 208
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

9620 Route 34, Ste C.
Yorkville, IL 60560
Telephone (630) 553-7750
Fax (630) 553-7220

City of Park Falls PO Box 146 Park Falls, WI 54522	Dennis Wartgrow 715-762-3836 Jim Koche, Davy Engineers 608-782-3130	300,000 gallon spheroid	Rehabilitation Paint Inspection
Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072	David White 262-691-5694	1,000,000 gallon elevated tank 250,000 gallon elevated tank	Paint Inspections Paint Inspections
City of Rhinelander 135 S. Stevens St Rhinelander, WI 54501	Tim Kingman 715-362-2125	300,000 gallon spheroid	Exterior Paint Inspections
City of Verona 410 Investment Verona, WI 53503	Ron Rieder 608-848-6801	500,000 gallon elevated tank	New Construction
Waupun Correctional Institute	Tim Cole, Foth Companies 715-341-8110	500,000 gallon spheroid	New Construction Paint Inspection
City of Waukesha 115 Delafield Street Waukesha, WI 53188	Jeff Detro 262-521-5272 ext 532	1,250,000 gallon standpipe 250,000 gallon spheroid 300,000 gallon spheroid 5,000,000 gallon concrete	1991- to present New Construction services Preliminary Maintenance Inspection Rehabilitation services Warranty Inspection New Construction project Management Preliminary Maintenance Inspection Antenna installation review & inspection
City of Wauwatosa 7725 W. North Avenue Wauwatosa, WI 53213	Jim Wojcehowicz 414-479-8965	1,500,000 gallon reservoir 1,700,000 gallon concrete reservoir 1,000,000 gallon elevated tank 2,500,000 gallon toro-ellipse	1994 to present Rehabilitation services Warranty Rehabilitation inspection Maintenance inspections Preliminary Maintenance inspection Maintenance inspections Rehabilitation services Warranty Maintenance inspections Preliminary Maintenance Inspection Rehabilitation service

Wisconsin only references 1-27-12

1,000,000 Gallon Radial Arm

- 2010** Exterior Warranty Inspection
- 2009** Coating Inspection, Exterior only
- 2009** Technical Specifications, Exterior only
- 2007** Maintenance Inspection
- 2001** Maintenance Inspection
- 1998** Preliminary Maintenance Inspection

500,000 Gallon Standpipe

- 2007** Maintenance Inspection
- 2002** Maintenance Inspection
- 1991** Preliminary Maintenance Inspection

750,000 Gallon Spheroid

- 2009** Exterior Warranty Inspection
- 2008** Coating Inspection for Exterior only
- 2008** Preparation of Technical Specifications
- 2007** Maintenance Inspection
- 1991** Preliminary Maintenance Inspection

1,000,000 Gallon Spheroid

- 2007** Maintenance Inspection

3 Clarifiers

- 2011** Maintenance Inspection
-



City of Beloit
Beloit, Wisconsin

Contact: Mike Tinder
Telephone: 608-36-5725

500,000 Gallon Spheroid

- 2012** Maintenance Inspection
- 2007** Warranty Inspection
- 2006** Rehabilitation Coating Inspection
- 2005** Preparation of Technical Specifications
- 2005** Maintenance Inspection
- 2001** Maintenance Inspection

500,000 Gallon Spheroid

- 2011** Warranty Inspection
- 2010** Rehabilitation Coating Inspection
- 2010** Preparation of Technical Specifications
- 2009** Maintenance Inspection
- 2004** Maintenance Inspection
- 1998** Preliminary Maintenance Inspection

750,000 Gallon Spheroid

- 2011** Maintenance Inspection
- 2006** Warranty Inspection
- 2005** Rehabilitation Coating Inspection



500,000 Gallon Concrete Ground storage

2012 Maintenance Inspection (contracted)

2008 Maintenance Inspection

2002 Maintenance Inspection

3 Hydropneumatic Water Storage Tanks

2009 Maintenance Inspection

750,000 gallon legged

- 2009** Maintenance Inspection
- 2001** Rehabilitation Coating Inspection
- 1999** Preliminary Maintenance Inspection

250,000 gallon legged

- 2009** Maintenance Inspection
- 2002** Maintenance Inspection
- 1995** Preliminary Maintenance Inspection

2,750,000 Gallon Reservoir

- 2003** Maintenance Inspection
- 2002** Rehabilitation Inspection of exterior only
- 1998** Rehabilitation Inspection

750,000 gallon legged

- 2009** Maintenance Inspection
- 2003** Maintenance Inspection
- 1998** Paint Inspection

4,300,000 Gallon Ground Storage

- 2009** Maintenance Inspection
- 2003** Maintenance Inspection
- 1998** Rehabilitation Coating Inspection



1,500,000 Gallon Radial Arm

- 2010** Warranty Inspection
- 2009** Rehabilitation Inspection and Engineering services
- 2009** Preparation of Technical Specifications
- 2006** Maintenance Inspection for Exterior only
- 2003** Maintenance Inspection

1,250,000 Gallon Hydropillar

- 2009** Maintenance Inspection
- 2003** Coating Repair Inspection after tank is raised
- 2003** Inspection Inspections during tank raising project
- 1995** New Construction Weld and Coating Inspection

1,250,000 Gallon Hydropillar

- 2010** Warranty Inspection
- 2009** Coating Inspection for New Construction
- 2008** Weld Inspection for New Construction



300,000 Gallon Spheroid

- 2011** Exterior Coating Inspection and Weld Repair Inspection
- 2011** Preparation of Technical Specifications
- 2009** Maintenance Inspection
- 2004** Maintenance Inspection
- 1996** Paint and Weld Inspection for new construction

400,000 Gallon Spheroid

- 2008** Exterior Coating Inspection
- 2008** Preparation of Technical Specifications
- 2004** Maintenance Inspection
- 1999** Preliminary Maintenance Inspection

500,000 Gallon Spheroid

- 2010** Exterior Coating Inspection
- 2009** Preparation of Technical Specifications
- 2004** Maintenance Inspection
- 1999** Warranty Inspection
- 1997** Paint Inspection
- 1993** Maintenance Inspection



200,000 Gallon Spheroid

- 2007** Warranty Inspection
- 2006** Coating Inspection and Weld Repair Inspection
- 2006** Preparation of Technical Specifications
- 2004** Maintenance Inspection
- 1999** Paint Inspection

300,000 Gallon Spheroid

- 2010** Warranty Inspection
- 2008** Paint Inspection
- 2008** Preparation of Technical Specifications
- 2006** Maintenance Inspection
- 2001** Maintenance Inspection



1,000,000 Gallon Composite

2011 Warranty Inspection

2010 New Construction Coating Inspection

250,000 Gallon Spheroid

2003 Warranty Inspection

2002 Rehabilitation Coating Inspection

2001 Preparation of Specifications

100,000 Gallon Spheroid

2011 Maintenance Inspection

2003 Rappel for Spot Repair Inspection

2001 Rehabilitation Inspection



300,000 Gallon Spheroid

2008 Maintenance Inspection

2001 Warranty Inspection

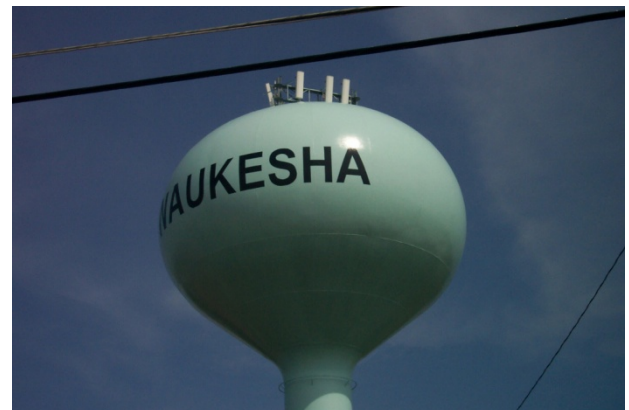
1999 New Construction Weld and Coating Inspection

250,000 Gallon Spheroid

2004 Maintenance Inspection

1998 Warranty Inspection

1997 Rehabilitation Coating Inspection



200,000 Gallon Concrete

2010 Warranty/Maintenance Inspection

400,000 Gallon Spheroid

2008 Maintenance Inspection

2004 Exterior Maintenance Inspection

400,000 Gallon elevated tank at WWTP

2009 Maintenance Inspection



1,000,000 Gallon Cone Roof

2011 Maintenance Inspection

2006 Maintenance Inspection

2001 Maintenance Inspection

1994 Warranty Inspection

1,500,000 Gallon Ground Storage

2011 Warranty Inspection

2010 Rehabilitation Coating Inspection

2006 Maintenance Inspection

2000 Maintenance Inspection

1994 Warranty Inspection

2,500,000 gallon legged elevated water storage tank

2008 Maintenance Inspection

2003 Warranty Inspection

2002 Rehabilitation Inspection of exterior only

1998 Rehabilitation Inspection of interior only

1997 Preliminary Maintenance Inspection

2,500,000 Gallon Ground Storage

2007 Maintenance Inspection

2001 Preliminary Maintenance Inspection



1,700,000 Gallon Concrete water storage tank

- 2011** Rehabilitation Coating Inspection
- 2010** Maintenance Inspection
- 2005** Float with Repair Inspection
- 2005** Maintenance Inspection
- 2001** Preliminary Maintenance Inspection

1,000,000 Gallon Spheroid

- 2009** Maintenance Inspection
- 2004** Warranty Inspection
- 2003** Rehabilitation Coating Inspection
- 2002** Exterior Maintenance Inspection
- 1997** Preliminary Maintenance Inspection



**CLERK'S CERTIFICATION OF
BARTENDER LICENSE APPLICATIONS**

Period Ending: February 13, 2013

I, Jane M. Romanowski, Village Clerk of the Village of Pleasant Prairie, Kenosha County, Wisconsin, do hereby certify the following persons have applied for bartender licenses and **each applicant is in compliance with the guidelines set forth in Chapter 194 of the Municipal Code.** I recommend approval of the applications for each person as follows:

NAME OF APPLICANT

LICENSE TERM

- | | |
|----------------------|--------------------|
| 1. Ashly M. Burke | thru June 30, 2014 |
| 2. Bridget M. Debish | thru June 30, 2014 |
| 3. Kayla A. Heckel | thru June 30, 2014 |
| 4. Pamela D. Jackson | thru June 30, 2014 |
| 5. Jane I. May | thru June 30, 2014 |
| 6. Robert D. Shinn | thru June 30, 2014 |
| 7. Tara L. Witt | thru June 30, 2014 |

Jane M. Romanowski
Village Clerk

Consider the request of David Klimisch for approval of a **Lot Line Adjustment** between the property lines of 10010 Wilmot Road (91-4-122-083-0131) and 8491 East Ridge Drive (91-4-122-083-0133).

Recommendation:

The Village Plan Commission recommends that the Village Board approve the **Lot Line Adjustment** subject to the comments and conditions of the February 18, 2013 Village Staff Report.

VILLAGE STAFF REPORT OF JANUARY 18, 2013

Consider the request of David Klimisch for approval of a **Lot Line Adjustment** between the property lines of 10010 Wilmot Road (91-4-122-083-0131) and 8491 East Ridge Drive (91-4-122-083-0133).

The properties located at 10010 Wilmot Road (91-4-122-083-0131) and 8491 East Ridge Drive (91-4-122-083-0133) are owned by David and Kristin Klimisch and they are requesting to adjust the rear lot lines by transferring 1,040 square feet from the property at 10010 Wilmot Road to the property at 8491 East Ridge Drive.

Both properties are zoned R-5, Urban Single Family Residential District which requires lots to be a minimum of 10,000 square feet. After the adjustment of 1,040 square feet both lots will continue to meet the minimum lot area of the R-5 District.

The existing buildings on the properties will remain conforming with the proposed Lot Line Adjustment and comply with the requirements set forth in the Village Zoning Ordinance and Land Division and Development Control Ordinance.

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

David J. Klimisch

8491 E. Ridge Dr. ♦ Pleasant Prairie, WI 53158 ♦ (262) 697-3658 ♦ DKlimisch@yahoo.com

Friday, February 1, 2013

Village of Pleasant Prairie
Office of Zoning and Planning
9915-39th St.
Pleasant Prairie, WI 53158

Dear Village of Pleasant Prairie,

I am the owner of two adjacent lots in Pleasant Prairie, and am seeking permission to transfer about 1040 square feet from the back yard of Parcel One (10010 Wilmot Road) to the back yard of Parcel Two (8491 East Ridge Dr).

The parcel has been surveyed, meeting all setback and minimum lot size requirements.

Of course, please feel free to contact me with any questions regarding this transfer.

Respectfully,



David J. Klimisch
8491 E. Ridge Dr.
Pleasant Prairie, WI 53158
262-697-3658
DKlimisch@yahoo.com

RECEIVED
FEB - 4 2013

Village of Pleasant Prairie

Refer to a current title report for complete legal descriptions and for any easements and/or restrictions which may affect these sites not shown on the recorded C.S.M. No. 2266.

address: 10010 Wilmot Road

Scale
1" = 30'



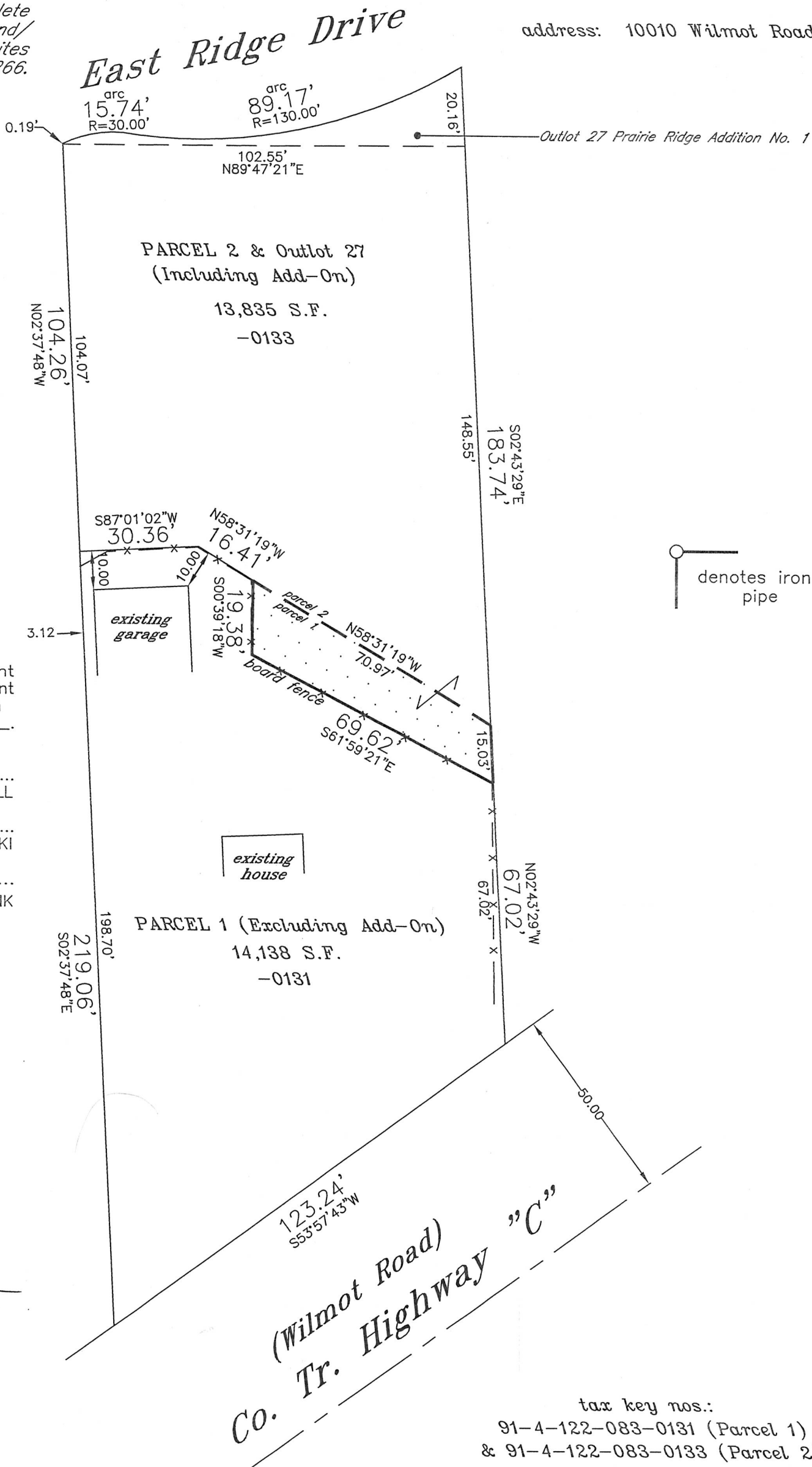
This plat of survey for lot line adjustment is hereby approved by the Village of Pleasant Board of the Village of Pleasant Prairie on this day of, 20....

PLAN COMMISSION
CHAIRPERSON THOMAS W. TERWALL
VILLAGE CLERK.....
JANE M. ROMANOWSKI
APPROVED.....
VILLAGE PRESIDENT JOHN P. STEINBRINK

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



I hereby certify that this property was surveyed under my direction and this plat is a true representation thereof.
[Signature]
Reg. Land Surveyor
January 23, 2013



tax key nos.:
91-4-122-083-0131 (Parcel 1)
& 91-4-122-083-0133 (Parcel 2)

Plat of Survey for Lot Line Adjustment

BETWEEN PARCELS 1 & 2 OF

CERTIFIED SURVEY MAP NO. 2266

in SW1/4 Section 8-1-22

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.

-for-
David Klimisch

LEGAL DESCRIPTION FOR LOT LINE ADJUSTMENT BETWEEN TAX KEY NO: 91-4-122-083-0131 (Parcel 1) AND TAX KEY NO: 91-4-122-083-0133 (Parcel 2): PARCEL TO BE DETACHED FROM PARCEL 1 AND ADD-ON PARCEL TO PARCEL 2: Part of Parcel 1 of Certified Survey Map No: 2266, a plat of record; as Document No. 1232944 recorded in the Kenosha County Register of Deeds on 8/27/01 and lying and being in part of the Southwest Quarter of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin and being more particularly described as: Beginning at the northeast corner of said Parcel 1; thence N58°31'19"W along the north line of said Parcel 1, 70.97 feet; thence S00°39'18"W 19.38 feet; thence S61°59'21"E 69.62 feet to the east line of said Parcel 1; thence N02°43'29"W along said east line 15.03 feet to the northeast corner thereof and the point of beginning; containing 1,040 square feet, more or less.