

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
March 18, 2013
6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – March 4, 2013
5. Public Hearing
 - A. Consider Resolution #13-07 approving the request of the Wisconsin Department of Natural Resources for a discontinuance of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision.
6. 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.)
7. Administrator's Report
8. New Business
 - A. Consider 2013-2014 Property and Liability Insurance proposals.
 - B. Receive Plan Commission recommendation and consider Ordinance #13-09 amending Section 420-148-B (25.1) of the Village Zoning Ordinance to allow the Plan Commission as part of the Conditional Use Permit to extend the hours of operation of convenient cash businesses, on a case by case basis and require all new and expanded convenient cash businesses to comply with the Village's Security Ordinance, Chapter 410 of the Village Municipal Code.
 - C. Consider Resolution #13-08 to initiate a zoning text amendment to clarify home occupation requirements.

Village Board Agenda
March 18, 2013

- D. Consider Sewer D Access Maintenance Path Wetland Mitigation Bank Credit Purchase.
- E. Consider an award of contract to design the Park and Ride facility in Prairie Springs Park.
- F. Consider an Award of Contract for the Cooper Road Sewer Rehabilitation Phase 2 Project.
- G. **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 an Operator License Application on file.
 - 2) Approve a draw on the Ashbury Creek Subdivision Letter of Credit.
 - 3) Approve a Certified Survey Map to subdivide the property located at 9620 39th Avenue.
- 9. Village Board Comments
- 10. 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.
- 11. Return to Open Session and 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**

March 4, 2013

6:00 p.m.

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 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; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; John Steinbrink Jr., Public Works 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 - FEBRUARY 18, 2013**

Monica Yuhas:

Motion to approve.

Clyde Allen:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any additions, corrections?

**YUHAS MOVED TO APPROVE THE MINUTES OF THE FEBRUARY 18, 2013
VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY
ALLEN; MOTION CARRIED 5-0.**

- 5. CITIZEN COMMENTS**

Dick Ginkowski:

Good evening. Dick Ginkowski, 7022 51st Avenue. First of a note of appreciation for our Village crews that put up with several snowstorms recently. All I can say and since I said many times in my neighborhood we know exactly where the City limits are. Because you can look at the road, and it's in much different condition than the Village's.

Village Board Meeting
March 4, 2013

But, on a more serious point tonight, I want the Board to be aware of some pending legislation that may be of interest to not only this Village but probably to the League of Municipalities spearheaded by Representative Jim Ott. There are proposed changes in the drunken driving law that may affect municipalities. Essentially right now first offense OWI cases are handled -- are civil forfeitures. If there is a city, village or town that has a municipal court it goes to the municipal court and like any first offense a municipal ordinance violation. If the Sheriff's Department or the State Patrol writes the ticket that goes to circuit court, but it's still civil forfeiture.

Proposed changes with a hybrid system that some first offenses would be forfeitures, some would be crimes, and basically no one wants to speak in any way that sounds like you are weak on the subject of going after drunk drivers. By all means we should be aggressive in enforcement. The flip side of that, though, is that this law may create more problems than it solves. We either send all the cases to circuit court, and our circuit court is already overloaded, or keep it the way it is and increase the ability of municipal courts to deal with it. But setting off, for example, now I believe it would be .15 or .17, whatever the cutoff would be, some cases would go to municipal court, some would go into circuit court as crimes.

And, of course, you're going to have a situation there where plea bargaining may go to try to deal with what the actual numbers will be. You may have differing test results. I could go on and on. But basically it's not a good situation. And I think it's something that if you're not in contact with the League of Wisconsin Municipalities to be following that along with the County's association they should be tracking that legislation because it may have significant impact both on public safety and also on city, village, town and county operations. Thank you.

John Steinbrink:

Thank you.

Jane Romanowski:

There were no additional signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak? Hearing none, I'm going to close citizens' comments.

6. ADMINISTRATOR'S REPORT

Mike Pollocoff:

Nothing tonight, Mr. President.

7. PRESENTATION BY GATEWAY TECHNICAL COLLEGE REGARDING ITS REFERENDUM ON THE APRIL 2, 2013 SPRING ELECTION BALLOT.

Village Board Meeting
March 4, 2013

John Steinbrink:

And I believe we have a representative here.

Debbie Davidson:

Good afternoon, everybody. I'm Debbie Davidson. I serve as Vice President for Workforce Economic Development at Gateway Technical College. I've been with the College for about 11 years now. And it's my pleasure to address you tonight to talk a little bit about Gateway's upcoming referendum, their proposal.

We have over a 100 year tradition of delivering skills training and high quality education that leads to careers throughout Kenosha, Racine and Walworth County. And I'm going to present to you the components of a \$49 million referendum, the financial impact on the community and the College, and provide some anticipated outcomes. The proposal advances our strategic plan vision 321; 321 stands for 3 counties, 2 centuries, 1 vision which focuses on academic initiatives, workforce development and next generational facilities.

I'll give you some background information. Some of these items you may already know. Gateway serves more than 22,000 students annually, and we have a local economic impact of over \$339 million annually based on education modeling systems data available in 2006. We've grown approximately 29 percent since 2008, and we provide training to more than 2,000 high school students as well, striving to meet the skills and training needs of our community.

The mission of the College is to collaborate to ensure economic growth and viability by providing education, training, leadership and technological resources to meet the changing needs of students, employers and communities which is what this referendum proposal hopes to continue.

The community needs - the way that we have determined what the community needs are through interviews and study sessions with both business and industry partners. We looked at the program needs assessments of what we currently offer in Kenosha, Racine and Walworth Counties. We did a facilities review which balanced student needs and community growth, and then reviewed the balance of County needs and facility, quality and capacity so that we could determine where's the best place to locate some of the new academic initiatives that we're talking about or expand other ones.

Currently this map shows where Gateway campuses are located. Some of them are full service campuses. Walworth County, the lone purple dot up there, is our Elkhorn campus. The Kenosha campus and the bio-science center are the rust colored and yellow dots. And then in Racine County the purple dot is the Racine campus on the lake. The other locations are advanced technology centers which are not full service campuses meaning they do not have students services and admissions staff within those locations.

Our proposal is broken down into three categories, the first being direct support for academic programs. Academics in direct support for academics through student services and academic support services, and the projects which will cover the entire district. Throughout the

Village Board Meeting
March 4, 2013

presentation you'll hear about the needs and benefits of each component all focusing on flexibility, efficiency and capacity. You'll hear the terms growth, expansion, repurposing and new and improved technology as well.

In the academic programming area we start with our Elkhorn south building where we'd be looking at rebuilding a building, adding new programs, updating some labs, adding a student commons and a conference room within that area. In the center of the district, the center of Racine, Kenosha and Walworth County, a public safety training center. We'll talk a little bit more about that in a moment. At our Racine campus adding a fresh water resources lab. We currently have a fresh water resource program that aligns with UWM and UW-Parkside. And then also adding classrooms and staff offices at Racine. And in Kenosha it would be our interior design and barbering labs.

In the middle section the student access and retention, we recently updated our student services in Elkhorn and the Racine campus. We are now hoping to do that with the Kenosha student service center remodel and expansion and create a new learning success center and expanding our bookstore. Those projects are pieces that would affect the entire district and deal with energy efficiency and infrastructure, HVAC, automated building controls and lighting retrofits throughout the district. And then the administration center the relocation of some district administrative functions into that one administration center which is located in Kenosha at the Kenosha campus.

So the project over view for academics, the public safety training center which touches the lives of every one of our residents across the three counties, we would be looking at land purchase and improvements, an emergency vehicle operations course, a simulated city, an indoor pistol and firing range. That would be the main gist of the public safety training center. And then renovating our Racine campus.

On the public safety training center we are looking at a total of \$11.6 million for construction, \$4 million for equipment for a total of \$15.6 million for the public service training center. Looking to purchase the land in the center, the district which would have a 30,000 square foot classroom and tactical lab facility. An EVOC track. Currently we're doing that at the former Dairyland Greyhound Dog Track, and that may not be available in the future. It's also inadequate for scenarios that are needed for our trainers, and would allow much needed improvement in vehicle pursuit training and allow for nighttime driving as well. It will provide dedicated space for motorcycle training which we have moved to a couple different locations, most recently Snap-on's parking lot has been provided to us for some motorcycle training.

It would also allow us to have an indoor pistol range and rifle range. Currently we have four booths in the basement of the Kenosha campus. If you've been on the Kenosha campus it used to be called our trade and industry wing where we had welding and automotive. We now have renewable energy labs there, and the pistol firing range is in the basement. We would be able to put 24 students in the class and have 12 new booths at this new training center. The current range has issues with air quality, safety and lead abatement.

Village Board Meeting
March 4, 2013

We would include an outdoor shooting range along for better training with movement and dynamic situations. Small scale simulated city would provide facility for collaboration with fire and EMS student to train together. Real life scenarios, fire trucks, ambulances, police cars, all together, and we would have a garage in that facility as well. It would provide the ability to do ongoing training, professional development and specialty training demanded by incumbent public safety departments as well as increased capacity for the current law enforcement at Gateway. A forensic lab would allow for training and the identification, collection and processing of evidence. Firearms and rifle instructor training, crisis intervention training and using squad cars in shooting situations. So that kind of wraps up everything on the public safety training center.

The Racine campus, you can see the fresh water program and faculty office space. Construction of \$1.7 million, equipment three quarters of a million for a total of \$2.5 million for the Racine campus. Currently that fresh water program is sharing space at our iMET center in Sturtevant. And so this would provide dedicated space and increase our capacity. Fresh water programs are for everything from wastewater to water quality. A number of different industries which were identified through a Department of Labor Grant a number of years ago and included the Milwaukee Seven. We would move that to the Racine campus on Lake Michigan. Water source would be the second floor of our technical building. And we would use space that had been vacated by our apprenticeship program which moved to the iMET center.

Faculty office space is in the Lincoln building. If you're not familiar with the Racine campus or maybe you've driven past it, it's the building that looks like it's on stilts. It's actually in the park. It's an old building and is part of the historical register. So compliance with building codes and improved working and learning environment as we repurpose that into office space. It cannot be turned into classroom space.

On the Elkhorn campus the expansion proposed for Walworth County will increase capacity and provide new training opportunities for careers and demand in Walworth County. The project involves remodeling the south building and rebuilding with an additional 22,000 square feet which would double the size of that building and repurpose it for new programs. We're starting a new veterinary technician program and food manufacturing labs. These would be two new programs.

We would bring to Elkhorn three campus programs that are located only in Racine [inaudible] manufacturing, [inaudible] computer numerical machine operators. We are responding to the ongoing need from employers for skilled manufacturing technicians. Also a cosmetology and culinary arts program which would open up at the Elkhorn campus. We have both of those at the Racine campus. Those would respond to the needs of the tourism industry in Walworth County. Expansion of a welding lab and the updating the conferencing space in that location as well.

For the Kenosha campus we would create interior designs lab and studio space which would be new. This creates additional experiential learning space and puts the interior design program near alternative energy to provide collaboration and improve the visibility and enrollment in the program. Currently we have a world class instructional, and we have a great student club in interior design that goes to national competitions and wins. Right now they are located in two very small classrooms that are tucked away on the second floor. This would give them much

Village Board Meeting
March 4, 2013

more space which keeps them aligned with what industry is asking for. Also create a barber lab space. In the past barbering and cosmetology has been one program. It has now split to two programs, and so we would need additional lab space for that.

Student access and retention we would renovate and expand the Kenosha Campus and create a student learning area. The project creates uniformity and delivers the Gateway experience where we want all the campuses to provide efficiency. And we implemented this in December 2012 on the Racine campus, and we hope to do the same on the Kenosha campus. Elkhorn is complete.

Energy efficiency and infrastructure we would be looking at \$5 million for the first three items listed there, HVAC, automated building controls and lighting retrofits. \$2 million in construction and a quarter of a million dollars equipment for the administration center. So the total for this district wide and energy efficiency would be \$7.25 million. The administration center will allow repurposing of space in the Madrigano Center. We have hundreds of local groups that use the Madrigano Center as their meeting location for conferences, workshops, seminars and so on. It's highly used. So what we would like to do is move our marketing and print shop department out of Madrigano Center into the administration center so that it is closer to staff that use those services, and that will free up floor space for us within the Madrigano Center.

I did have a video, but you don't have the right software to run it. So I can leave it with you, and if you're able to access it you can access it at another time. It's also available on our website. So the anticipated outcomes, what we would do. An increase in the number of graduates per year by 15 percent, and graduates at Gateway typically stay and work within the region. Any of the programs and jobs that we offer at Gateway are due to what employers in local industry and organizations are telling us their needs are. An estimated \$54 million annual earnings gain in the regional economy as well. That includes earnings generated from construction. We're figuring 400 to 600 total, 200 to 300 construction workers at any given time.

So why a referendum? Gateway has not done a referendum since the 1970s. So in order for us to add and expand educational programs in response to community needs this plan is put together in order to meet those needs. We do not have the resources to expand programs into new areas or do the much needed renovations to our campuses. And the trustees of the college believe in the peoples' voice and are bringing this question to the community.

It also builds on our success. 96 percent of our graduates are satisfied with their education, and 87 percent of them are employed within six months after graduation. 97 percent of those employers were satisfied with the quality of the graduates. And 74 percent are employed in the tri-county region. The median salary of new graduates is \$32,258. You'll see that information is from the 2011 graduate study. Our most recent survey we had 2,308 associate degree and technical diploma graduates in 2011. We had a response rate of 78 percent on that graduate follow-up study.

So the bottom line on why we're doing this. The mission is to address the regional workforce needs of our district. And this proposal is in line with our mission. Increasing our capacity to deliver skills training will mean more graduates who will stay in the community. To provide strong workforce needed to grow our regional economy. There are state regulations that limit the

Village Board Meeting
March 4, 2013

amount the college can spend every two years in each county. The referendum will allow us to meet the needs of the [inaudible]. And so the question will be on the ballot on April 2nd, and we are asking the question of our community. Any questions?

Michael Serpe:

A very good presentation, Debbie, and I totally support the efforts of Gateway. Just a question on the law enforcement center. That's going to be quite large and very well needed, and I think we would support that wholeheartedly. My question is do we have an idea where it's going to be located?

Debbie Davidson:

We have been approached by every county with land. I think currently there are five different sites that are being looked at. And it seems that we gain new sites every week. There's other vacant land that is coming to our attention. So we have not ruled any out. We are in the process of doing some fact finding, looking at what the infrastructure is there, what is the accessibility to broad band which would be critical to us operating the center. So those are the things that are being taken into consideration.

Michael Serpe:

And I'm sure you're taking into consideration the amount of law enforcement that are east of the interstate between Racine and Pleasant Prairie which amounts to probably 500 or more.

Debbie Davidson:

Right.

Michael Serpe:

I hope serious consideration is given for the purpose of travel and expense over time and you name it on where this facility is going to be. It would be nice if was somewhere close.

Debbie Davidson:

Thank you.

Michael Serpe:

And good luck.

Debbie Davidson:

The locations are all over that three county district map. So I can't say that they're all out to the west or they're east. They really are scattered about. So we're investigating them to find out

Village Board Meeting
March 4, 2013

where do we have, like I said, the best infrastructure, the best access to it and available land. So that as we build this and we think long term about growth that we'd be able to expand. But thank you.

John Steinbrink:

What amount of land and what size for this facility?

Debbie Davidson:

I think most of what we've been looking at in land is probably in the 10 to 20 acre frame. Let me take a look and see if we have that here. We don't. We talk about the square footage of the building but not the overall size of the piece of land.

John Steinbrink:

Okay, other questions? If not, make sure you tell Brian the bigger turnout you had than when he turns out.

Debbie Davidson:

I will. Thank you very much.

John Steinbrink:

Thank you.

8. NEW BUSINESS

A. Consider Resolution #13-05 authorizing the disposal of surplus vehicles.

John Steinbrink, Jr.:

Mr. President and members of the Board, it's that time of year when you guys get to see the pictures of some of our prize vehicles that we do have. Obviously we do keep them for as long as we possibly can. So we're looking at disposing of three different vehicles at this time. The first one is a 1992 Ford tandem axle dump truck with 84,000 miles. 84,000 isn't a lot of miles, it's more of the hours and the age on the vehicle being just over 20 years old. It's definitely exceeded the useful life of its purpose. So we're asking for authorization to dispose of this.

The second one that we have is a rear packer garbage truck - it's a 1996 Leach rear loader. We actually purchased this used when we started our solid waste back in 2005. And it was used back then. And it's definitely extremely used right now. We have replaced it with another used rear packer truck which we purchased out of Tampa, Florida which is much nicer than this one. But this one has exceeded its useful life, and we do have a replacement for it. So we're asking for authorization for disposal.

Village Board Meeting
March 4, 2013

And the last one that we have is it's been recycled a couple times. It was an old squad car. I believe it was a detective's car. It's a 2004 Dodge Intrepid. And then our IT department was using it. And with our fleet internal service we have recently recycled some of them. But at 111,000 miles it's exceeded its useful life. And we will be putting all these vehicles out to auction on March 16th if authorized. I can answer any questions at this time.

Steve Kumorkiewicz:

Are you sure you can sell those?

John Steinbrink, Jr.:

Oh, absolutely. And the auction company that we've been using, JJ Kane has actually been getting us a really good price for a lot of our vehicles, a lot more than we would get just from the open market. And anyone is available to bid on them at the auction if they so choose.

Steve Kumorkiewicz:

We're looking at the truck that's really worth [inaudible].

John Steinbrink, Jr.:

Yeah, Kathy makes sure that we get all of our depreciation out of them.

Michael Serpe:

Move approval of Resolution 13-05.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve for adoption of Resolution 13-05. Any further discussion?

Michael Serpe:

Good luck.

SERPE MOVED TO ADOPT RESOLUTION #13-05 TO DISPOSE OF THE THREE SURPLUS VEHICLES PRESENTED; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

Village Board Meeting
March 4, 2013

B. Consider Resolution 13-06 approve Amendment 1 to the Community Development Block Grant - Emergency Assistance Contract #08-68.

Mike Pollocoff:

Mr. President, this is an amendment to the CDBG grant, and this particular grant was used to construct the storm sewer in south Kenosha. And the funding source of this grant was such that and to the extent that our project was coming in under budget, and that there was other projects that had failed to go through the grant process, or there was other municipalities that turned money back, we were able to pick up additional funds to expand that project and do some more storm water work. So this is the resolution approving the amendment to the grant application, and I'd recommend that the resolution be adopted as presented.

Michael Serpe:

Do we have to open up the hearing again to expand the project?

Mike Pollocoff:

No. There's no assessments. This project is paying for the total cost of the work that's involved.

Steve Kumorkiewicz:

I make a motion to pass Resolution 13-06.

Clyde Allen:

Second.

John Steinbrink:

Motion by Steve, second by Clyde for adoption of 13-06. Any discussion?

KUMORKIEWICZ MOVED TO ADOPT RESOLUTION 13-06 APPROVE AMENDMENT 1 TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - EMERGENCY ASSISTANCE CONTRACT #08-68; SECONDED BY ALLEN; MOTION CARRIED 5—0.

C. Consent Agenda

- 1) Approve Letter of Credit Reduction for the Westfield Development**
- 2) Approve Letter of Credit Reduction for the Ashbury Creek Development.**

Village Board Meeting
March 4, 2013

Monica Yuhas:

Motion to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Monica, second by Steve. Any discussion on either items 1 or 2?

YUHAS MOVED TO APPROVE CONSENT AGENDA ITEMS 1 AND 2; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0.

9. VILLAGE BOARD COMMENTS – None.

10. ADJOURNMENT

SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY ALLEN; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 6:25 P.M.

Consider **Resolution #13-07** for the request of the Wisconsin Department of Natural Resources for approval of the **discontinuance of a portion of 93rd Street** between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision.

Recommendation:

The Plan Commission recommends that the Village Board approve **Resolution #13-07** for the **discontinuance** of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision as presented.

VILLAGE STAFF REPORT OF MARCH 18, 2013

Consider **Resolution #13-07** for the request of the Wisconsin Department of Natural Resources for approval of the **discontinuance of a portion of 93rd Street** between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision.

On February 4, 2013 the Village Board approved Resolution #13-04 to initiate the discontinuance of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue which has been designated as a public right-of-way on the Final Plat of the Carol Beach Estates Subdivision Unit No. 5A.

The Wisconsin Department of Natural Resources (WI DNR) owns the vacant lands abutting this portion of 93rd Street and is requesting that the street be discontinued and removed to link the adjoining blocks that support several threatened and endangered plant species by creating more contiguous habitat that will benefit these species.

Pursuant to Maps 30 and 32 in the Southeastern Wisconsin Regional Planning Commission (SEWRPC) report entitled "A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach area of the Town of Pleasant Prairie" this portion of 93rd Street is proposed to be vacated or discontinued when all of the adjacent properties are owned by a public entity.

Municipal sanitary sewer, water and storm sewer infrastructure were not constructed within said right-of-way. Upon removal of the roadway, the WI DNR intends to maintain a gravel pathway adjacent to the abandoned roadway for a pedestrian walkway.

On February 5, 2013 all required property owners were notified via regular mail; and the required Class 3 notice was published in the Kenosha News on February 25, March 4 and March 11, 2013 to notify the public of the Public Hearing being held by the Village Board on March 18, 2013.

As noted above, the land on both sides of the proposed street discontinuance is owned by the WI DNR. Therefore, upon vacation of this portion of 93rd Street the land will be transferred to the adjacent properties owned by the WI DNR.

Recommendations:

Plan Commission recommends that the Village Board approve **Resolution #13-07** for the **discontinuance** of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue within the Carol Beach Estates Unit No. 5A Subdivision as presented.

**VILLAGE OF PLEASANT PRAIRIE BOARD OF TRUSTEES
RESOLUTION #13-07**

**RESOLUTION RELATING TO THE DISCONTINUANCE OF
A PORTION OF 93rd STREET
IN THE CAROL BEACH ESTATES SUBDIVISION UNIT NO. 5A.
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

The Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, pursuant to Section 66.1003 of the Wisconsin Statutes, may initiate the discontinuance in whole or in part of any road, street, slip, lane or alley by the introduction of a Resolution declaring that the public interest requires it.

WHEREAS, the Village of Pleasant Prairie has initiated the discontinuance of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue, which has been designated as a public right-of-way on the Final Plat of the Carol Beach Estates Subdivision Unit No. 5A; and

WHEREAS, the WI DNR owns the vacant lands abutting this portion of 93rd Street and is requesting that the street be discontinued and removed to link the adjoining blocks that support several threatened and endangered plant species by creating more contiguous habitat that will benefit these species; and

WHEREAS, pursuant to Maps 30 and 32 in the Southeastern Wisconsin Regional Planning Commission (SEWRPC) report entitled "*A Land Use Management Plan for the Chiwaukee Prairie-Carol Beach area of the Town of Pleasant Prairie*" this portion of 93rd Street is proposed to be vacated or discontinued when all of the adjacent properties are owned by a public entity; and

WHEREAS, municipal sanitary sewer, water and storm sewer infrastructure were not constructed within said right-of-way; and

WHEREAS, upon removal of the roadway, the WI DNR intends to maintain a gravel pathway adjacent to the right-of-way for a pedestrian walkway; and

WHEREAS, the plat of survey and legal description of the public street encompassing the discontinuance is attached in **Exhibit A** to this Resolution; and

WHEREAS, on February 5, 2013 all required property owners were notified via regular mail; and the required Class 3 notice was published in the Kenosha News on February 25, March 4 and March 11, 2013 to notify the public of the Public Hearing being held by the Village Board on March 18, 2013; and

WHEREAS, upon the vacation of 93rd Street, the north half of the vacated street shall be transferred and attached to Tax Parcel Numbers 93-4-123-191-0775, 93-4-123-191-0780, 93-4-123-191-0785, 93-4-123-191-0790, 93-4-123-191-0795, 93-4-123-191-0800, 93-4-123-191-0805 and 93-4-123-191-0810; and the south half shall be transferred and attached to Tax Parcel Numbers 93-4-123-184-0660, 93-4-123-184-0655, 93-4-123-184-0650 and 93-4-123-184-0645 owned by the Wisconsin Department of Natural Resources.

WHEREAS, the Village of Pleasant Prairie Plan Commission reviewed said request at its March 11, 2013 meeting and recommended approval of said discontinuance; and

WHEREAS, a Public Hearing to consider said discontinuance was held by the Village Board of Trustees on March 18, 2013.

NOW THEREFORE BE IT RESOLVED that of a portion of 93rd Street between Lakeshore Drive and 3rd Avenue, which has been designated as a public right-of-way on the Final Plat of the Carol Beach Estates Subdivision Unit No. 5A as shown and legally described on ***Exhibit A***, which has been designated by the Village of Pleasant Prairie as a public right-of-way, shall be discontinued and the Village shall transfer ownership of said property to the adjacent property owner by the recording of this resolution at the Kenosha County Register of Deeds office.

Adopted this 18th day of March 2013.

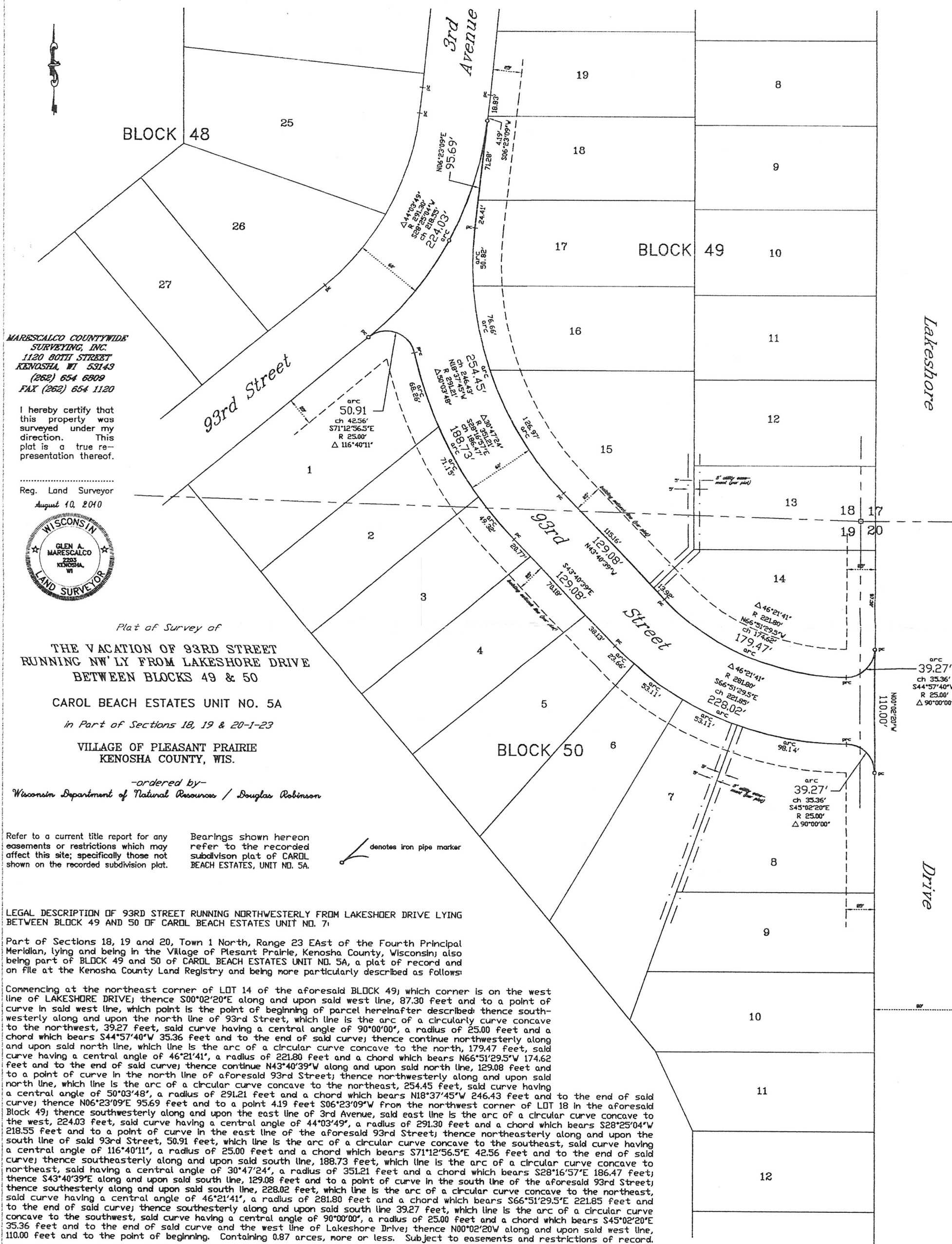
VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

vb res #13-07 final.doc



LEGAL DESCRIPTION OF 93RD STREET RUNNING NORTHWESTERLY FROM
LAKESHORE DRIVE LYING BETWEEN BLOCK 49 AND 50 OF CAROL BEACH
ESTATES UNIT NO5A :

Part of Sections 18, 19, and 20, Town 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin also being part of BLOCKS 49 and 50 of CAROL BEACH ESTATES UNIT NO. 5A, a plat of record and on file at the Kenosha County Land Registry and being more particularly described as follows:

Commencing at the northeast corner of LOT 14 of the aforesaid BLOCK 49; which corner is on the west line of LAKESHORE DRIVE; thence S00°02'20"E along and upon said west line, 87.30 feet and to a point of curve in said west line, which point is the point of beginning of parcel hereinafter described: thence south-westerly along and upon the north line of 93rd Street, which line is the arc of a circularly curve concave to the northwest, 39.27 feet, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S44°57'40"W 35.36 feet and to the end of said curve; thence continue northwesterly along and upon said north line, which line is the arc of a circular curve concave to the north, 179.47 feet, said curve having a central angle of 46°21'41", a radius of 221.80 feet and a chord which bears N66°51'29.5"W 174.62 feet and to the end of said curve; thence continue N43°40'39"W along and upon said north line, 129.08 feet and to a point of curve in the north line of aforesaid 93rd Street; thence northwesterly along and upon said north line, which line is the arc of a circular curve concave to the northeast, 254.45 feet, said curve having a central angle of 50°03'48", a radius of 291.21 feet and a chord which bears N18°37'45"W 246.43 feet and to the end of said curve; thence N06°23'09"E 95.69 feet and to a point 4.19 feet S06°23'09"W from the northwest corner of LOT 18 in the aforesaid Block 49; thence southwesterly along and upon the east line of 3rd Avenue, said east line is the arc of a circular curve concave to the west, 224.03 feet, said curve having a central angle of 44°03'49", a radius of 291.30 feet and a chord which bears S28°25'04"W 218.55 feet and to a point of curve in the east line of the aforesaid 93rd Street; thence northeasterly along and upon the south line of said 93rd Street, 50.91 feet, which line is the arc of a circular curve concave to the southeast, said curve having a central angle of 116°40'11", a radius of 25.00 feet and a chord which bears S71°12'56.5"E 42.56 feet and to the end of said curve; thence southeasterly along and upon said south line, 188.73 feet, which line is the arc of a circular curve concave to northeast, said having a central angle of 30°47'24", a radius of 351.21 feet and a chord which bears S28°16'57"E 186.47 feet; thence S43°40'39"E along and upon said south line, 129.08 feet and to a point of curve in the south line of the aforesaid 93rd Street; thence southeasterly along and upon said south line, 228.02 feet, which line is the arc of a circular curve concave to the northeast, said curve having a central angle of 46°21'41", radius of 281.80 feet and a chord which bears S66°51'29.5"E 221.85 feet and to the end of said curve; thence southeasterly along and upon said south line 39.27 feet, which line is the arc of a circular curve concave to the southwest, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S45°02'20"E 35.36 feet and to the end of said curve and the west line of Lakeshore Drive; thence N00°02'20"W along and upon said west line, 110.00 feet and to the point of beginning. Containing 0.87 acres, more or less. Subject to easements and restrictions of record.

General Location Map

1 inch = 300 feet

Map Printed: 2/5/2013

THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, DATA AND INFORMATION LOCATED IN VARIOUS STATE, COUNTY AND MUNICIPAL OFFICES AND OTHER SOURCES AFFECTING THE AREA SHOWN AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. KENOSHA COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED. IF DISCREPANCIES ARE FOUND, PLEASE CONTACT THE LAND INFORMATION DIVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

Kenosha County Interactive Mapping Site



Portion of 93rd Street
to be discontinued.

Source: Kenosha County Department of Planning and Development



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Sturtevant Service Center
9531 Rayne Rd
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
FAX 262-884-2306
TTY Access via relay - 711

October 10, 2012

Jean Werbie-Harris
Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158-6504

Subject: Vacation Request of 93rd Street
Carol Beach Estates, Unit 5A
Village of Pleasant Prairie, Kenosha County

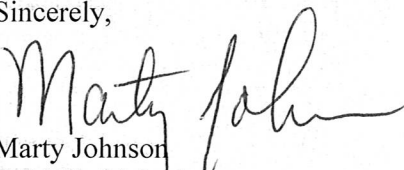
Dear Ms. Werbie-Harris:

This letter is a request from the department to vacate and remove approximately 605 feet of 93rd Street in the Carol Beach Estates, Unit 5A Subdivision. Please find enclosed a certified survey of 93rd Street to help begin the process. At this time the department owns all the lots on both sides of the portion of 93rd Street in the request. The platted road boundary to be vacated and eventually removed has been staked in the field.

The department is making this request in line with the Southeastern Wisconsin Regional Planning Commission report A Land Use Management Plan For The Chiwaukee Prairie- Carol Beach Area Of The Town Of Pleasant Prairie. The plan identified several roads to be vacated and removed throughout the Carol Beach Subdivision (Maps 30 & 32). Ninety-Third Street is one of the roads identified in the plan to be vacated. The vacating and road removal will link adjoining blocks that support several threatened and endangered plant species that, creating more contiguous habitat that will benefit these species.

Thank you for your consideration and look forward to working with the village on this request.

Sincerely,


Marty Johnson
Wildlife Biologist

MARESCALCO COUNTYWIDE
SURVEYING, INC.
1120 80TH STREET
KENOSHA, WI 53143
(262) 654 6809
FAX (262) 654 1120

I hereby certify that
this property was
surveyed under my
direction. This
plat is a true re-
presentation thereof.

Reg. Land Surveyor
August 10, 2010



Plat of Survey of
**THE VACATION OF 93RD STREET
RUNNING NW'LY FROM LAKESHORE DRIVE
BETWEEN BLOCKS 49 & 50**

CAROL BEACH ESTATES UNIT NO. 5A

In Part of Sections 18, 19 & 20-1-23

VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.

ordered by-
Wisconsin Department of Natural Resources / Douglas Robinson

Refer to a current title report for any
easements or restrictions which may
affect this site; specifically those not
shown on the recorded subdivision plat.

Bearings shown hereon
refer to the recorded
subdivision plat of CAROL
BEACH ESTATES, UNIT NO. 5A.

denotes iron pipe marker

LEGAL DESCRIPTION OF 93RD STREET RUNNING NORTHWESTERLY FROM LAKESHORE DRIVE LYING
BETWEEN BLOCK 49 AND 50 OF CAROL BEACH ESTATES UNIT NO. 5A

Part of Sections 18, 19 and 20, Town 1 North, Range 23 East of the Fourth Principal
Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin; also
being part of BLOCK 49 and 50 of CAROL BEACH ESTATES UNIT NO. 5A, a plat of record and
on file at the Kenosha County Land Registry and being more particularly described as follows:

Commencing at the northeast corner of LOT 14 of the aforesaid BLOCK 49; which corner is on the west
line of LAKESHORE DRIVE; thence S00°02'20"E along and upon said west line, 87.30 feet and to a point of
curve in said west line, which point is the point of beginning of parcel hereinafter described; thence south-
westerly along and upon the north line of 93rd Street, which line is the arc of a circularly curve concave
to the northwest, 39.27 feet, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a
chord which bears S44°57'40"W 35.36 feet and to the end of said curve; thence continue northwesterly along
and upon said north line, which line is the arc of a circular curve concave to the north, 179.47 feet, said
curve having a central angle of 46°21'41", a radius of 221.80 feet and a chord which bears N66°51'29.5"W 174.62
feet and to the end of said curve; thence continue N43°40'39"W along and upon said north line, 129.08 feet and
to a point of curve in the north line of aforesaid 93rd Street; thence northwesterly along and upon said
north line, which line is the arc of a circular curve concave to the northeast, 254.45 feet, said curve having
a central angle of 50°03'48", a radius of 291.21 feet and a chord which bears N18°37'45"W 246.43 feet and to the end of said
curve; thence N06°23'09"E 95.69 feet and to a point 4.19 feet S06°23'09"W from the northwest corner of LOT 18 in the aforesaid
Block 49; thence southwesterly along and upon the east line of 3rd Avenue, said east line is the arc of a circular curve concave
to the west, 224.03 feet, said curve having a central angle of 44°03'49", a radius of 291.30 feet and a chord which bears S28°25'04"W
218.55 feet and to a point of curve in the east line of the aforesaid 93rd Street; thence northeasterly along and upon the
south line of said 93rd Street, 50.91 feet, which line is the arc of a circular curve concave to the southeast, said curve having
a central angle of 116°40'11", a radius of 25.00 feet and a chord which bears S71°12'56.5"E 42.56 feet and to the end of said
curve; thence southeasterly along and upon said south line, 188.73 feet, which line is the arc of a circular curve concave
to the northeast, said curve having a central angle of 30°47'24", a radius of 351.21 feet and a chord which bears S28°16'57"E 186.47 feet;
thence S43°40'39"E along and upon said south line, 129.08 feet and to a point of curve in the south line of the aforesaid 93rd Street;
thence southeasterly along and upon said south line, 228.02 feet, which line is the arc of a circular curve concave to the northeast,
said curve having a central angle of 46°21'41", a radius of 221.80 feet and a chord which bears S66°51'29.5"E 221.85 feet and
to the end of said curve; thence southeasterly along and upon said south line 39.27 feet, which line is the arc of a circular curve
concave to the southwest, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S45°02'20"E
35.36 feet and to the end of said curve and the west line of Lakeshore Drive; thence N00°02'20"W along and upon said west line,
110.00 feet and to the point of beginning. Containing 0.87 acres, more or less. Subject to easements and restrictions of record.

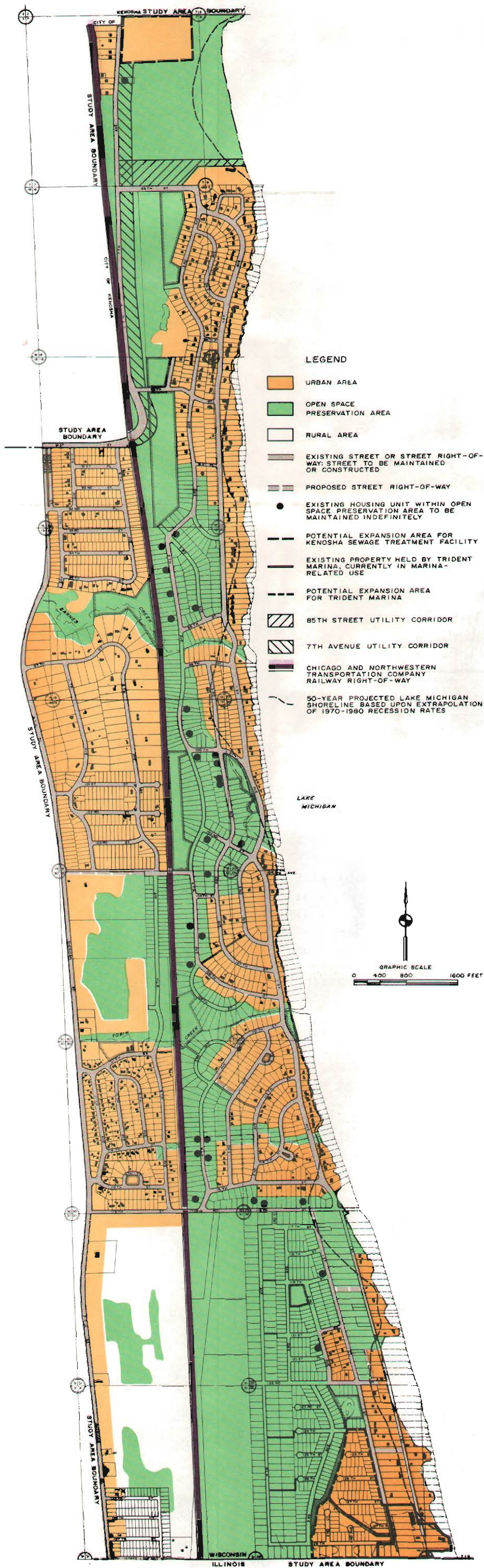
LEGAL DESCRIPTION OF 93RD STREET RUNNING NORTHWESTERLY FROM LAKESHORE DRIVE LYING BETWEEN BLOCK 49 AND 50 OF CAROL BEACH ESTATES UNIT NO5A :

Part of Sections 18, 19, and 20, Town 1 North, Range 23 East of the Fourth Principal Meridian, lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin also being part of BLOCKS 49 and 50 of CAROL BEACH ESTATES UNIT NO. 5A, a plat of record and on file at the Kenosha County Land Registry and being more particularly described as follows:

Commencing at the northeast corner of LOT 14 of the aforesaid BLOCK 49; which corner is on the west line of LAKESHORE DRIVE; thence S00°02'20"E along and upon said west line, 87.30 feet and to a point of curve in said west line, which point is the point of beginning of parcel hereinafter described: thence south-westerly along and upon the north line of 93rd Street, which line is the arc of a circularly curve concave to the northwest, 39.27 feet, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S44°57'40"W 35.36 feet and to the end of said curve; thence continue northwesterly along and upon said north line, which line is the arc of a circular curve concave to the north, 179.47 feet, said curve having a central angle of 46°21'41", a radius of 221.80 feet and a chord which bears N66°51'29.5"W 174.62 feet and to the end of said curve; thence continue N43°40'39"W along and upon said north line, 129.08 feet and to a point of curve in the north line of aforesaid 93rd Street; thence northwesterly along and upon said north line, which line is the arc of a circular curve concave to the northeast, 254.45 feet, said curve having a central angle of 50°03'48", a radius of 291.21 feet and a chord which bears N18°37'45"W 246.43 feet and to the end of said curve; thence N06°23'09"E 95.69 feet and to a point 4.19 feet S06°23'09"W from the northwest corner of LOT 18 in the aforesaid Block 49; thence southwesterly along and upon the east line of 3rd Avenue, said east line is the arc of a circular curve concave to the west, 224.03 feet, said curve having a central angle of 44°03'49", a radius of 291.30 feet and a chord which bears S28°25'04"W 218.55 feet and to a point of curve in the east line of the aforesaid 93rd Street; thence northeasterly along and upon the south line of said 93rd Street, 50.91 feet, which line is the arc of a circular curve concave to the southeast, said curve having a central angle of 116°40'11", a radius of 25.00 feet and a chord which bears S71°12'56.5"E 42.56 feet and to the end of said curve; thence southeasterly along and upon said south line, 188.73 feet, which line is the arc of a circular curve concave to northeast, said having a central angle of 30°47'24", a radius of 351.21 feet and a chord which bears S28°16'57"E 186.47 feet; thence S43°40'39"E along and upon said south line, 129.08 feet and to a point of curve in the south line of the aforesaid 93rd Street; thence southeasterly along and upon said south line, 228.02 feet, which line is the arc of a circular curve concave to the northeast, said curve having a central angle of 46°21'41", radius of 281.80 feet and a chord which bears S66°51'29.5"E 221.85 feet and to the end of said curve; thence southeasterly along and upon said south line 39.27 feet, which line is the arc of a circular curve concave to the southwest, said curve having a central angle of 90°00'00", a radius of 25.00 feet and a chord which bears S45°02'20"E 35.36 feet and to the end of said curve and the west line of Lakeshore Drive; thence N00°02'20"W along and upon said west line, 110.00 feet and to the point of beginning. Containing 0.87 acres, more or less. Subject to easements and restrictions of record.

Map 29

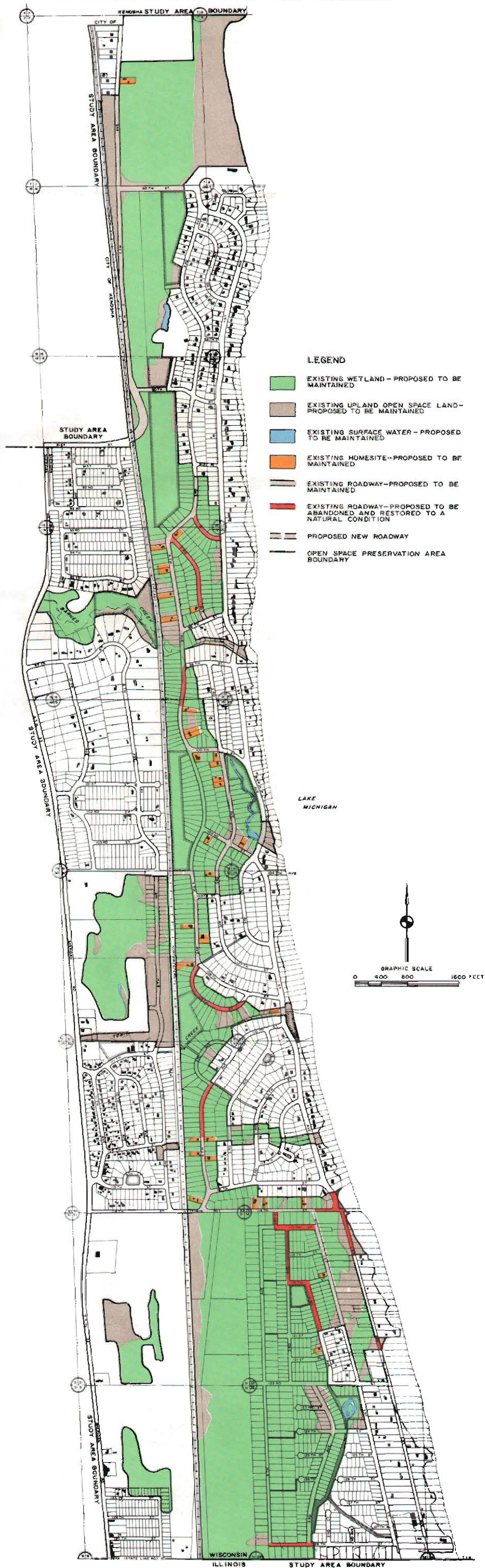
RECOMMENDED LAND USE MANAGEMENT PLAN
FOR THE CHIAWKEE PRAIRIE-CAROL BEACH AREA



Source: SEWRPC.

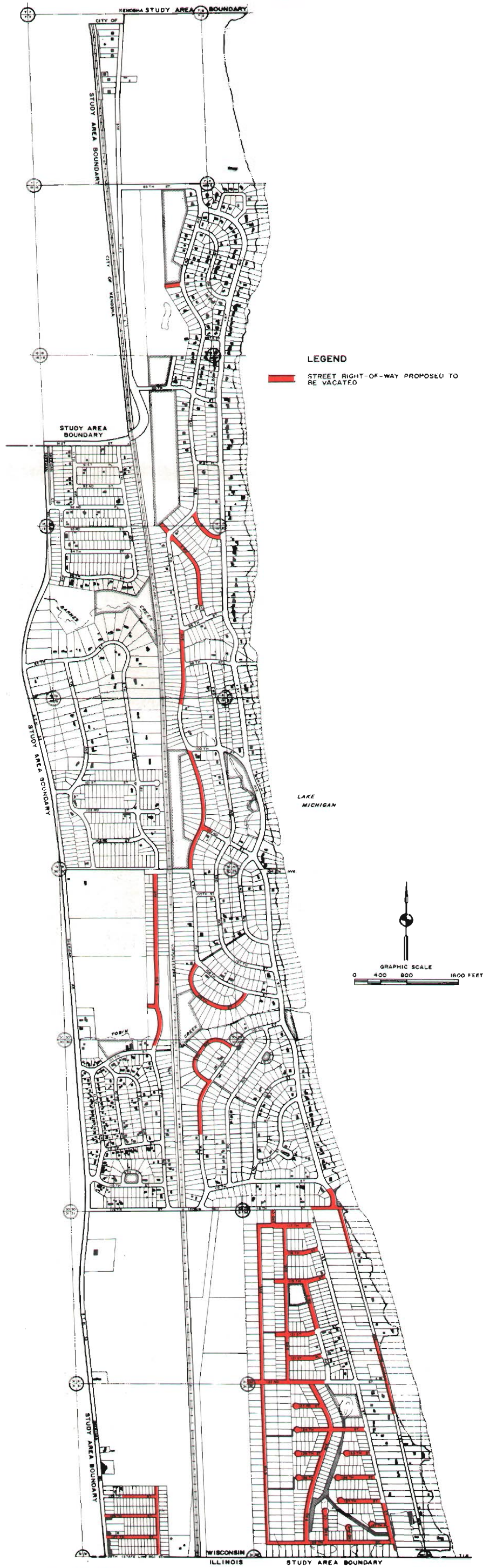
Map 30

LAND USE WITHIN THE PROPOSED OPEN SPACE
PRESERVATION AREA IDENTIFIED
IN THE RECOMMENDED LAND USE MANAGEMENT PLAN

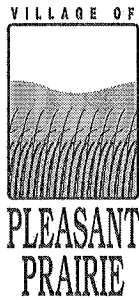


Source: SEWRPC.

STREET RIGHTS-OF-WAY PROPOSED
TO BE VACATED UNDER THE RECOMMENDED
LAND USE MANAGEMENT PLAN




Source: SEWRPC.



Office of the Village Finance
Director/Treasurer
Kathleen Goessl

TO: Village Board

FROM: Kathy Goessl, Finance Director 

Cc: Mike Pollocoff, Village Administrator

DATE: March 18, 2013

SUBJECT: 2013/2014 Liability and Property Insurance Proposals

This is the 1st year of a new three year bid cycle for insurance. Therefore we requested proposals from all interested companies. Only two companies submitted proposals for liability coverage this year. Premiums for each of the companies are as follows (with property coverage):

- League of WI municipalities \$480,229
- Community Insurance \$526,739

Last year's premium was \$440,652 through League of WI Municipalities for liability coverage and property coverage via Local Government Property Insurance Fund (LGPIF). There is a \$46,510 spread between this year's high bidder, Community Insurance; and the low bidder, League of WI Municipalities. For specific details refer to the attached premium comparison spreadsheet. The Village, RecPlex and Utilities have a 2013 budget of \$502,706 for liability and property insurance.

The proposed premium from the League of WI municipalities increased \$39,577 or 9% from last year (see attached premium comparison). Worker's compensation accounted for the majority of the increase, \$37,165. One third of the worker compensation increase is because the Village's payroll increased by ½ million dollars, and the other two thirds is due to a state wide increase in the standard rates per class category.

The League of WI Municipalities dividend, which I estimated at 10% of all coverage lines (\$40,569), is based on experience and longevity. Community insurance offered a sliding dividend on only our worker compensation premium based on our experience. I have estimated 12.5% or \$36,561 payout. Neither of the dividends are guaranteed.

Both bids include the LGPIF for property, and their own companies for automobile physical damage. I am recommending switching to the League for Automobile Physical damage. For the same coverage, the cost is \$7,781 lower, offsetting the majority of the increase by the LGPIF for property insurance.

My recommendation is to renew with our current insurance carriers, League of WI Municipalities for liability and worker compensation and Local Government Property Insurance Fund for property. I recommend switching to the League of WI Municipalities for automobile physical damage, saving \$7,781 for the same coverage. I would also recommend renewing with Liberty for boiler & machinery and C N A for commercial crime.

Village of Pleasant Prairie
Property & liability Insurance Program
Premium Comparison
April 1, 2013

Lines of Coverage	2012/13		2013/2014				2013/2014				League Changes
	League		League of WI Municipalities				Community Insurance Corporation				
	Premium	Carrier	Premium	Coverage	Deductible	Carrier	Premium	Coverage	Deductible	Carrier	
Automobile Liability	15,456	League	16,307	5,000,000	1,000	League	Included	5,000,000	1,000	CIC	851
General Liability	57,009	League	57,009	5,000,000	1,000	League	145,633	5,000,000	1,000	CIC	-
Law Enforcement Liability	12,220	League	12,627	5,000,000	1,000	League	Included	5,000,000	1,000	CIC	407
Public Officials Liability	29,954	League	29,954	5,000,000	1,000	League	Included	5,000,000	1,000	CIC	-
	114,639		115,897				145,633				1,258
Property (1)	28,945	LGPIF	37,465	97,274,077	25,000	LGPIF	37,465	97,274,077	25,000	LGPIF	8,520
Automobile Physical Damage (2)	39,569	LGPIF	31,788	7,298,914	1,000/2,500	League	32,555	7,535,914	1,000	CIC	(7,781)
	68,514		69,253				70,020				739
											-
Boiler & machinery	3,994	Liberty	4,383	81,573,670	2,500	Liberty	16,401	50,000,000	1,000	Hartford	389
Commercial Crime	877	C N A	903	100,000	1,000	C N A	2,201	100,000	1,000	Zurich	26
	4,871		5,286				18,602				415
Workers Compensation	252,628	League	289,793			League	292,484			CIC	37,165
Total Before Dividends	440,652		480,229				526,739				39,577
Less: Estimated Dividend (3)	(36,727)		(40,569)	Estimate on all lines			(36,561)	Estimate on worker compensation only			(3,842)
Net Estimated	403,925		439,660				490,179				35,735

Also received proposals for 2013/14:

(1) Property from Chubb	58,916
(2) Auto Physical Damage from LGPIF	39,561
(3) League Dividend History	
2010/11	5,310.00
2011/12	-
2012/13	?

Consider **Zoning Text Amendment (Ord. #13-09)** for an amendment to Section 420-148-B (25.1) of the Village Zoning Ordinance to allow the Plan Commission as part of the Conditional Use Permit to extend the hours of operation of convenient cash businesses, on a case by case basis and require all new and expanded convenient cash businesses to comply with the Village's Security Ordinance, Chapter 410 of the Village Municipal Code.

Recommendation:

On March 11, 2013, the Plan Commission held a public hearing and recommended that the Plan Commission send a favorable recommendation to the Village Board to approve the **Ordinance Amendment (Ord. #13-09)** as presented.

VILLAGE STAFF REPORT OF MARCH 18, 2013

Consider **Zoning Text Amendment (Ord. #13-09)** for an amendment to Section 420-148-B (25.1) of the Village Zoning Ordinance to allow the Plan Commission as part of the Conditional Use Permit to extend the hours of operation of convenient cash businesses, on a case by case basis and require all new and expanded convenient cash businesses to comply with the Village's Security Ordinance, Chapter 410 of the Village Municipal Code.

On February 11, 2013 the Village Plan Commission adopted Resolution #13-03 to initiate amendments to the Village Zoning Ordinance related to convenient cash business requirements. The following amendments (bolded and highlighted in yellow) are proposed to section 420-148-B (25.1) (c) and (d):

420-148 B (25.1)

- (c) Hours of operation. A convenient cash business shall not be open between the hours of 7:00 p.m. and 8:00 a.m. Monday through Friday; shall not be open on Saturdays except between the hours of 9:00 a.m. and 2:00 p.m.; and shall not be open on Sunday. **However, the Plan Commission may, on a case by case basis, expressly approve extended hours.**
- (d) **Security. Any new or expanded convenient cash businesses shall comply with all requirements set forth in Chapter 410 of the Village Municipal Code entitled Security Ordinance.**

On March 11, 2013, the Plan Commission held a public hearing and recommended that the Plan Commission send a favorable recommendation to the Village Board to approve the **Ordinance Amendment (Ord. #13-09)** as presented.

ORD. NO. 13-09
ORDINANCE TO AMEND
THE VILLAGE ZONING ORDINANCE (CHAPTER 420)
RELATED TO CONVENIENT CASH BUSINESSES
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN

THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN, DO HEREBY ORDAIN THAT SECTION 420-148-B (25.1) (c) IS HEREBY AMENDED AND THAT SECTION 420-148-B (25.1) (d) IS CREATED TO READ AS FOLLOWS:

- (c) Hours of operation. A convenient cash business shall not be open between the hours of 7:00 p.m. and 8:00 a.m. Monday through Friday; shall not be open on Saturdays except between the hours of 9:00 a.m. and 2:00 p.m.; and shall not be open on Sunday. **However, the Plan Commission may, on a case by case basis, expressly approve extended hours.**
- (d) **Security. Any new or expanded convenient cash businesses shall comply with all requirements set forth in Chapter 410 of the Village Municipal Code entitled Security Ordinance.**

Adopted this 18th day of March, 2013.

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

John P. Steinbrink
Village President

Jane M. Romanowski
Village Clerk

Posted: _____

(25.1) Convenient cash business in the B-2 District. **[Added 1-15-2007 by Ord. No. 07-01]**

- (a) A convenient cash business in the B-2 District that is proposed to be commenced or expanded shall be not less than 300 feet in a direct line from any lot on which any school, church or day-care center for children is located or has a vested right to locate, or from any lot (or from any portion of a lot) zoned residential, or at the time the application for site and operational plan approval for the commencement or expansion of such proposed convenient cash business use is decided by the Village Plan Commission.
- (b) No convenient cash business shall be located within 2,640 feet of another convenient cash business regardless of whether such other convenient cash business is located in the Village or an adjacent municipality.
- (c) Hours of operation. A convenient cash business shall not be open between the hours of 7:00 p.m. and 8:00 a.m. Monday through Friday; shall not be open on Saturdays except between the hours of 9:00 a.m. and 2:00 p.m.; and shall not be open on Sundays.

**VILLAGE OF PLEASANT PRAIRIE
BOARD OF TRUSTEES
RESOLUTION #13-08
RESOLUTION TO INITIATE A ZONING TEXT AMENDMENT**

WHEREAS, the Village Board may initiate a petition for an amendment of the Zoning Ordinance, which may include rezoning of property, change in Zoning District boundaries, or changes in the text of said Ordinance.

WHEREAS, the Village staff is proposing to clarify that a home occupation is allowed in both the agricultural and residential districts for homeowners or occupants who reside full time at the home wherein they are requesting a home occupation permit pursuant to Article VII of the Chapter 420 of the Village Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED, by the Village Board of Trustees, as follows:

1. That the Village Board hereby initiates and petitions to clarify and amend the home occupation requirements;
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 Board 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 18th day of March 2013.

ATTEST:

VILLAGE OF PLEASANT PRAIRIE

Jane M. Romanowski
Village Clerk

John P. Steinbrink
Village President

Posted: _____



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: John Steinbrink Jr./Public Works Director
Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

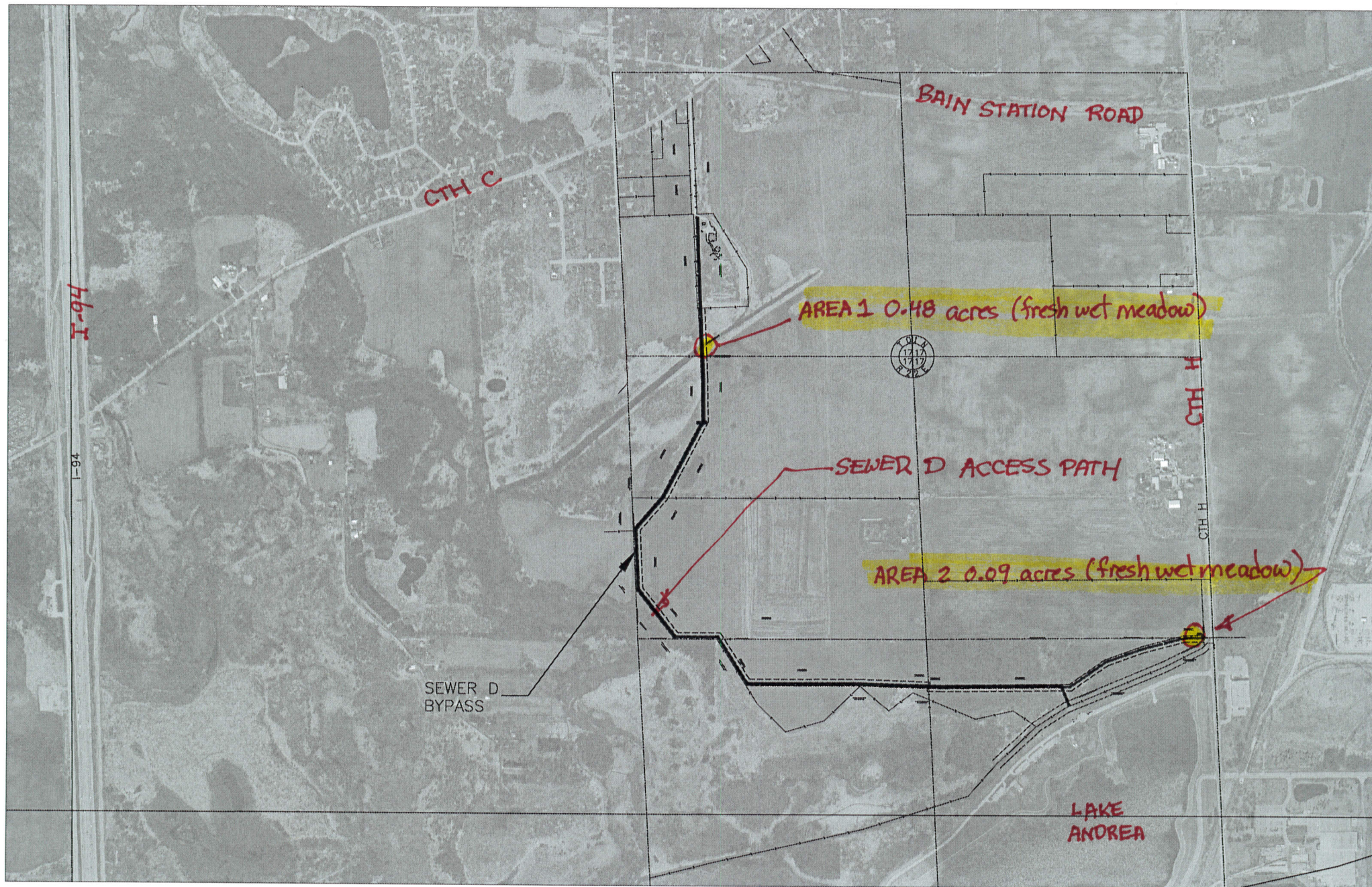
DATE: March 9, 2013

ATTACHMENTS: Wetlands filled map
Affidavit of Bank Transfer

SUBJ: Sewer D Access Maintenance Path Wetland Mitigation Bank Credit Purchase

The completion of the Sewer D path for access to the manholes for maintenance and cleaning of the siphons that were installed in 2010 will require the filling of 0.57 acres of wetlands. As the attached figure shows there are affected wetlands in two locations. The wetlands filled will need to be mitigated at a ratio of 1.32:1. This results in a required credit of 0.75 acres. The Northland Mitigation Bank has reserved 0.57 credits for the Village for this project.

The cost for the wetland credit is \$50,000 per acre. This results in a compensatory **wetland mitigation fee of \$37,500** to be paid by the Village. I am recommending that this fee be approved and paid. This will allow the final permits for the project from the Wisconsin Department of Natural Resources and the US Army Corps of Engineers to be issued. At that point the Village will be able to complete the path and the crossing of the tributary to allow Village crews to clean the siphons.



NNORTHLAND WETLAND MITIGATION BANK
AFFIDAVIT OF BANK CREDIT TRANSFER

Applicant Information

Name: Village of Pleasant Prairie
John Steinbrink Sr. Village President
Address: 9915 39th Avenue
Pleasant Prairie, WI 53158
Telephone: 262-925-6721

Project Summary

Brief Description of Project:

This project is to construct an elevated maintenance path to provide access to manholes associated with the Sewer D sanitary sewer to clean the siphons under the unnamed tributary to the DesPlaines River. The access path will provide safety to Village employees during flood events and reduce the potential for sanitary sewer overflows to a tributary of the Des Plaines River and adjacent properties.

Location: (quarter, quarter, section, Town-Range; county, state, WDNR geographic management unit)

Area 1: SW ¼, NW ¼, Section 17, T.1N-R.22 E

Area 2: NE ¼, NE ¼, Section 20, T.1N-R.22 E

Village of Pleasant Prairie, Kenosha County, Wisconsin

Illinois – Fox GMU

Acres of Wetland Impact by Wetland Type:

Area 1: 0.48 acre – fresh wet meadow

Area 2: 0.09 acre – fresh wet meadow

Total: 0.57 acre

Replacement Ratio and Required Bank Credits:

Replacement Ratio: 1.32 : 1

Credits Required: 0.75

U.S. Army Corps of Engineers Permit Type / Number:

Pending

Certification

1. I certify that I have received 0.75 acres of compensatory mitigation credit from the Northland Wetland Mitigation Bank.

Applicant Signature

Date

2. I certify that the Northland Wetland Mitigation Bank has distributed 0.75 acres of approved compensatory mitigation credit to the above named applicant and that such debit has been noted in the Bank accounting system.

Bank Administrator

Date

Legacy Bogs, LLC
2321 West Grand Avenue
Wisconsin Rapids, WI 54495

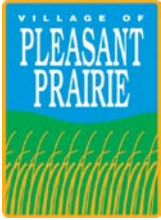
BILL TO:

VILLAGE OF PLEASANT PRAIRIE
9915 39th AVENUE
PLEASANT PRAIRIE, WI 53158

DATE: March 8, 2013

INVOICE No. 1302

DESCRIPTION	UNIT PRICE	AMOUNT
0.75 Acre Compensatory Wetland Mitigation Credit	\$50,000	\$37,500
Wisconsin Administrative Code NR 350 Surcharge	\$0	\$0
TERMS: Affidavit of Bank Credit Transfer to be executed upon receipt of payment. This invoice is valid for 90 days. Federal Tax ID #: 20-4365423		
Please make check payable to Legacy Bogs, LLC	TOTAL	\$37,500



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® AP

TO: Mike Pollocoff/Village Administrator

CC: John Steinbrink Jr./Public Works Director
Jane Romanowski/Village Clerk

FROM: Mike Spence/Village Engineer

DATE: March 13, 2013

ATTACHMENTS: RASmith National Contract Agreement

SUBJ: Consultant Recommendation and Contract Approval

The Village executed an agreement on January 21, 2013 with the Wisconsin Department of Transportation (WisDOT) to receive partial funding for the Pleasant Prairie/Kenosha County Park and Ride Facility to be built off of Terwall Terrace adjacent to the RecPlex.

The execution of the agreement allows for the design of the facility to commence.

A Request for Proposals document for professional consultants for the design of this project was released on February 11, 2013. Three proposals were received on March 1, 2013. (RASmith National, Crispell-Snyder, Inc. and Benesch).

The consultant selection process involved two steps: initial selection of top 2 firms based on their qualifications. The second step involved opening a sealed compensation proposal for the top rated consultants. The selection committee included five Pleasant Prairie staff and Gary Sipsma from Kenosha County. The proposals were initially evaluated based on the following criteria:

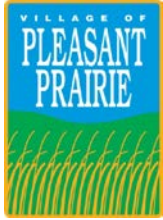
- Project Manager/Key Personnel;
- Project Approach;
- Previous Experience and capabilities of firm with similar projects;
- Overall quality of proposal.

Based on the above criteria all three firms submitted good qualification. As per the provisions of the RFP their compensation proposals were opened. The total proposed compensation was:

1. RASmith National: \$173,841
2. Benesch: \$189,895
3. Crispell-Snyder, Inc.: \$204,222

The differences between the three proposals were attributed to more hours for the bottom two firms.

RASmith National has completed all of the preliminary effort associated with this project. In



MEMO

Office of the Village
Engineer/Building Inspection
Michael Spence, P.E., LEED® A

addition their proposal was very detailed on their approach to the environmental challenges anticipated with the onsite wetlands. This will be a key in completing the design and acquiring the needed environmental approvals from the Wisconsin Department of Natural Resources and the US Army Corps of Engineers. As part of their proposal effort they have made contact with the regulatory agencies and know what will be required. RASmith National has the qualifications to complete this project in a timely and cost effective manner. I have worked with their proposed project manager who is a very capable design engineer. They put together an outstanding proposal. It is for these reasons I am asking the Board to approve the Contract for Professional Engineering Services for RASmith National for a \$173,841.

March 13, 2013

Mr. Michael Spence, PE, LEED® AP
Village of Pleasant Prairie
8600 Green Bay Road
Pleasant Prairie, WI 53158

Re: Professional Services Agreement
Pleasant Prairie / Kenosha County Park & Ride Lot
WisDOT ID 1693-35-05, Village RFP #13-01

Dear Mr. Spence:

Thank you for this opportunity to provide professional engineering design services for the **Pleasant Prairie / Kenosha County Park & Ride Lot Project**. The contents of this Contract spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and applicable Assumptions and Conditions.

I. PROJECT BACKGROUND:

Kenosha County received Congestion, Mitigation, Air Quality (CMAQ) funding from the State of Wisconsin Department of Transportation (WisDOT) to construct a park and ride lot and support future bus and Amtrak traffic. The proposed facility will promote carpooling opportunities and the use of mass transit thereby improving air quality and reducing vehicle trips. Kenosha County and WisDOT concurred with the Village of Pleasant Prairie (Village) that the Village-owned vacant land on Terwall Terrace, directly south of the RecPlex parking lot, would be a good location for a Park and Ride Lot.

The proposed park and ride facility will include approximately 290 parking spaces, two proposed pedestrian bridges over an un-named tributary stream, two street connections to Terwall Terrace, proposed bus stop, provisions for a future Amtrak Platform, stormwater retention pond, wetland and stream restoration enhancements and grading for future commercial development.

The project will be implemented as a WisDOT Non-Traditional Transportation Project under a locally let contract. The Village is the project sponsor. The project will be a locally let CMAQ project with Wisconsin Department of Natural Resources (WDNR) environmental issues coordinated through the WDNR-WisDOT Cooperative Agreement process.

II. SCOPE OF SERVICES:

A) DEFINITIONS

- (1) "VILLAGE" means the Village of Pleasant Prairie.
- (2) "COUNTY" means Kenosha County.
- (3) "WisDOT" means the Wisconsin Department of Transportation.
- (4) "FDM" means the WisDOT Facilities Development Manual.
- (5) "MC" means the WisDOT SE Region Management Consultant.
- (6) "ADA" means Americans with Disabilities Act.

Deliver excellence, vision, and responsive service to our clients.

- (7) "WBM" means Wisconsin Bridge Manual.
- (8) "FHWA" means the Federal Highway Administration.
- (9) "PROJECT" means the design of the Pleasant Prairie/Kenosha County Park and Ride.
- (10) "Services" means the engineering Services. Labor, equipment and materials furnished by CONSULTANT in accordance with this CONTRACT.
- (11) "GUIDE" means the Wisconsin Department of Transportation Sponsor's Guide to Non-traditional Transportation Project Implementation.
- (12) "CONSULTANT" means R.A. Smith National, Inc.

B) GENERAL

- (1) The Services under this CONTRACT shall consist of performing those phases or portions of the design engineering for the PROJECT necessary or incidental to accomplish the PROJECT.
- (2) The CONSULTANT shall furnish all Services and labor necessary to conduct and complete the Services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the VILLAGE.
- (3) The Services under this CONTRACT shall be performed in accordance with generally accepted standards of the engineering profession and requirements contained in the GUIDE.
- (4) The Services shall comply with the applicable state and federal laws and regulations consistent with the funding to this project.
- (5) The design shall be in compliance with the Americans with Disabilities Act (ADA).
- (6) The WisDOT and/or the MC may participate in all conferences and reviews.
- (7) The CONSULTANT shall from time to time during the progress of the Services confer with the VILLAGE and shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the VILLAGE to enable it to reasonably pass judgment on the features of the Services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the Services as may be required by the VILLAGE. The VILLAGE reserves the right to select the alternative to be used and may request additional alternatives be studied. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by VILLAGE required changes in detail of the Services.
- (8) At the request of the VILLAGE, and during the progress of the Services, CONSULTANT shall furnish maps, portions of plans, supplemental reports or other information relating to Services under this CONTRACT as may be required by the VILLAGE.
- (9) This CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the CONSULTANT and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the VILLAGE and/or COUNTY, unless a separate permit is specifically required by the VILLAGE Representative. CONSULTANT and any of its approved subcontractors are authorized representatives of the VILLAGE for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this CONTRACT.

C) DESIGN REPORTS

The following Design reports shall be submitted:

- (1) Design Study Report (DSR): The CONSULTANT shall prepare a Design Study Report as set forth in the GUIDE. Three copies shall be submitted to the VILLAGE for approval. The preparation of final grading, paving and stormwater plans shall not be undertaken by the CONSULTANT until the Design Study Report has been approved or the CONSULTANT has been authorized to proceed by the VILLAGE;
- (2) Abbreviated Pavement Design Report: The CONSULTANT shall prepare a Pavement Type Selection Report as set forth as per FDM procedures. One copy of the report shall be submitted to the VILLAGE for approval;
- (3) Preliminary and final structure submittals to WisDOT Bureau of Structures as per the GUIDE;
- (4) Section 106 Report (for Archeology) as per the Guide and FDM procedures;
- (5) Phase 1 Hazardous Materials Assessment as per FDM procedures;
- (6) Traffic Management Plan (TMP) as per FDM procedures;
- (7) WisDOT SE Region Storm Water Spreadsheet at 30%, 60%, 90% design stages;
- (8) All submittals requiring WisDOT approval as per the GUIDE shall be submitted for processing to the MC.

D) ENVIRONMENTAL DOCUMENTATION

- (1) The CONSULTANT shall assess the probable environmental impacts of the PROJECT as described in the GUIDE and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the VILLAGE the appropriate level of environmental documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the GUIDE and Chapter TRANS 400, Wisconsin Administrative Code.
- (2) Upon the VILLAGE'S concurrence of the level of environmental documentation, the CONSULTANT shall prepare the appropriate environmental documentation in accordance with the GUIDE and Chapter TRANS 400, Wisconsin Administrative Code for approval by the VILLAGE.
- (3) It is anticipated that this project will require an Environmental Report (2-ER).
- (4) All submittals requiring WisDOT approval as per the GUIDE shall be submitted for processing to the MC.

E) AGENCY COORDINATION

- (1) General:
 - (a) The CONSULTANT shall consult with all affected local, state, and federal agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.
 - (b) Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under this CONTRACT. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of this CONTRACT.

- (c) The CONSULTANT shall keep the VILLAGE fully informed of its and other affected agency activities.
 - (d) This project is not designated as a FHWA Oversight Project but is subject to FHWA, WisDOT and local standards.
 - (e) The project is adjacent to the Canadian Pacific and Amtrak Railroad. The consultant shall contact the Management Consultant (MC) to begin coordination with the Regional Railroad Coordinator (RRC).
- (2) Permits:
- (a) The CONSULTANT shall determine those permits necessary to advance the PROJECT to the letting stage. When unable to make this determination the CONSULTANT shall confer with the VILLAGE.
 - (b) When a permit is required, the CONSULTANT shall prepare the permit applications, on the forms and in the manner prescribed by the issuing agency, or as indicated in the GUIDE, for execution and submittal by the VILLAGE.
 - (c) All submittals requiring WisDOT approval as per the GUIDE shall be submitted for processing to the MC.

F) UTILITY INVOLVEMENTS

- (1) General:
- (a) The VILLAGE will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. If necessary, the list should be expanded by the CONSULTANT based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.
 - (b) During the development of the work under this CONTRACT, the CONSULTANT shall confer on an ongoing basis with all utility companies in the PROJECT vicinity in accordance with the GUIDE, to establish mutual understanding on design features of the PROJECT affecting utility facilities.
 - (c) The CONSULTANT shall coordinate with utility companies as per the FDM and the WisDOT Guide to Utility Coordination to ensure that facility relocations/ alterations have been adequately considered.
 - (d) The CONSULTANT shall keep the VILLAGE duly informed of the status and nature of all such coordination activities. The CONSULTANT shall provide the VILLAGE with timely plans and information that will permit it to meet its planned construction schedule.
- (2) Utility Coordination:
- (a) The CONSULTANT shall arrange for all utility coordination as set forth in the GUIDE, with the exception of negotiating for utility company land interests;
 - (b) It is the responsibility of the CONSULTANT to locate existing utilities on plans and plats;
 - (c) CONSULTANT shall provide notifications and project plans to the affected owners of utility facilities, review the work plans of the utility facility owners, consider their schedules and prepare special provisions as required by SS 84.063 and WisDOT Guide to Utility Coordination;

(3) Utility Negotiations/Agreements:

- (a) The CONSULTANT shall provide the VILLAGE with all necessary PROJECT information including the names of affected utility companies, the locations of the facilities along the PROJECT, the manner and extent to which they are affected, and exhibits, plans, specifications, estimates, reports, and other pertinent documentation as may be required to enable the affected utility companies to obtain necessary permits, to enter into any necessary agreements and to adjust and/or relocate their facilities, in accordance with the procedures as set forth in the GUIDE.
- (b) The VILLAGE will enter into negotiations with the affected utility companies and will prepare all necessary agreements and conveyances.
- (c) The CONSULTANT shall prepare and submit to the VILLAGE a Utility Status Report(s), in accordance with the procedures as set forth in the GUIDE.

- (4) Plans, Plats and Other Materials: CONSULTANT shall provide the VILLAGE with all plans, plats and other material necessary for the acquisition of utility interests. In addition to all other plans, CONSULTANT shall provide one copy of the final plan and plat for each utility line, and municipality located within the PROJECT limits.

G) PUBLIC INVOLVEMENT

- (1) The CONSULTANT, after consultation with VILLAGE shall prepare a Public Involvement Plan as per the FDM for this PROJECT. The effort will include 2 PIM's – 1 PIM prior to 30% and 1 before the Environmental Report. The Public Involvement Plan shall be furnished to the VILLAGE for approval.
- (2) In cooperation with the VILLAGE the CONSULTANT shall maintain a log of public involvement activities associated with this PROJECT. A duplicate copy of this log shall be furnished to the VILLAGE, including any subsequent additions required to keep that copy current.
- (3) CONSULTANT shall perform public involvement activities as per the FDM. The CONSULTANT shall provide a summary memo of each PIM which includes record of exhibits presented to the public, PIM sign-in sheet, copy of any written comments received, and summary of verbal comments received.
- (4) During the life of this CONTRACT the CONSULTANT shall assist the VILLAGE in answering all questions received from the general public about this PROJECT.

H) SURVEYS

- (1) The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the GUIDE. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the VILLAGE and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.
- (2) Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities for development of the design.
- (3) Surveys shall be tied into the state plane coordinate system using the North American Horizontal Datum of 1983 (1991 adjustment) - NAD83 (1991) and Vertical Datum NGVD29 or NAVD88.

I) SOILS AND SUBSURFACE INVESTIGATIONS

- (1) The subsurface investigation will consist of
 - a study of preliminary plans
 - planning the test boring and sampling program
 - performing soils borings
 - performing Standard Penetration Tests
 - measuring ground water levels
 - preparing a field and final boring logs
 - perform laboratory tests on soil samples
 - produce a final boring log summarizing all drilling and testing information.
- (2) The CONSULTANT will review preliminary plans to ascertain alignment, topography of site, location of bridge abutments and piers, profile of proposed bridge footing and approach embankments, location of utilities in the vicinity of the proposed soils borings, and general location of structure with regard to existing roads and waterways.
- (3) Foundation Boring Locations: Foundation Borings will be selectively located by the CONSULTANT on the basis of field observations, design considerations and the minimum number of borings specified on the following table. Location and spacing of borings will be as topography, site conditions, soil conditions and design factors dictate. However, the borings will be no further than 30 ft. from the proposed structure location.
 - (a) Before the subsurface investigation begins, the CONSULTANT will provide the VILLAGE with a proposed boring plan for review and approval. The boring plan will show the location of all proposed borings (with labels) in relation to in-place topography and proposed structures and alignments. As the boring program progresses, the location of borings will be reviewed with consideration given to changing borings to more strategic locations or changing the number of borings.
 - (b) The following table outlines the minimum number of foundation and pavement borings and/or maximum boring spacing for different structures.

Table 1: Minimum number of borings and minimum depth

<u>Application</u>	<u>Minimum number of Exploration Points</u>	<u>Minimum Depth of Exploration</u>
Bridges	For each bridge substructure, a minimum of two SPT borings per bridge.	Depth of exploration will be: A minimum of 70 feet below planned bottom of abutment elevation or auger refusal, whichever is less.
Culverts	For Culverts, a minimum of two SPT borings per structure	Depth of exploration will be: A minimum of 30 feet below planned bottom of culvert elevation or auger refusal, whichever is shallower.
Outlots	A minimum of two SPT borings per outlot	Depth of exploration will be: A minimum of 20 feet below planned final grade or auger refusal, whichever is shallower.

<u>Application</u>	<u>Minimum number of Exploration Points</u>	<u>Minimum Depth of Exploration</u>
Pavements	A minimum of one SPT boring every 10,000 square ft. of pavement in parking lots and a minimum of one boring per 250 lineal feet of roadway.	Depth of exploration will be: A minimum of 10 feet below planned final grade or auger refusal whichever is less; If utilities are planned within the pavement, the borings shall extend a minimum of 5 feet below the lowest planned elevation of the utility or auger refusal, whichever is less.
Buildings	A minimum of one SPT boring every 2,000 square ft. or a three borings whichever is more.	Depth of exploration will be: A minimum of 20 feet below planned final grade elevation or auger refusal, whichever is more.
Ponds	A minimum of two SPT borings within each pond with an additional SPT boring per 10,000 square feet of pond area	Depth of exploration will be: A minimum of 5 feet below planned bottom of pond elevation or auger refusal, whichever is more.

- (c) Representative soil samples will be obtained at 2.5-foot increments to 10 feet and below that depth every 5 feet employing split-barrel sampling procedures in general accordance with ASTM D-1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D-1587. In accordance with Wisconsin state code, borings greater than 10 feet will be backfilled with bentonite upon completion.
- (4) Utility Clearance: The CONSULTANT will contact Wisconsin Digger's Hotline prior to taking borings. Private utility line locating will also be the responsibility of the CONSULTANT. The locations of all locatable utilities should be present on the CONSULTANT'S final plans.
- (5) Borehole Survey Information: Boring locations will be field located by Consultant. Final boring locations will be surveyed (including both horizontal and vertical location) and included on the CONSULTANT'S final plans.
- (6) Geotechnical Report and Analysis: The CONSULTANT will use the subsurface investigation information along with any supplemental information to produce a Geotechnical Engineering Report for the project. The recommendations will include engineering analyses and design recommendations and should be brief, concise, definite and easily interpreted. The reports will meet prudent and applicable industry standards unless otherwise noted hereinafter;
- Boring logs including SPT values, soil descriptions, groundwater level readings during drilling, at completion, type of drilling methods, and applicable laboratory data and surface elevation of the boring;
 - Boring location plan depicting the final location of the borings completed;
 - descriptions of the soil and groundwater conditions at the test boring locations;
 - a summary of the laboratory test results (where applicable) as they relate to the proposed site development;
 - site preparation information including placement and compaction of engineered fill, control of groundwater, and improvement of unstable soil;

- foundation design recommendations for the bridges and culverts including where applicable allowable pile capacities, minimum penetration depths, net allowable bearing capacities and estimated settlements;
- abutment wall design recommendations including lateral earth pressure values, backfill recommendations, and drainage system recommendations; and
- foundation design recommendations including feasible foundation type(s), preliminary allowable bearing pressures and estimated depths of suitable bearing soil for the buildings;
- floor slab design recommendations including subgrade reaction modulus, k , for the buildings;
- IBC 2009 seismic site classification and values of site coefficients F_a and F_v ;
- pavement design parameters including Design Group Index (DGI), Frost Index, Soil Support Value (SSV), and Modulus of Subgrade Reaction (k);
- asphalt pavement design recommendations including CBR values, hot mix asphalt thickness and base course;
- geotechnical recommendations to accommodate a pad ready site for each of the outlots;
- geotechnical recommendations regarding utility installation;
- Soil Evaluation Storm Log on SBD-10793 forms for pond locations in accordance with Comm 85, and 82.365 Wisconsin Administrative Code including the subsurface soil profile classified according to Horizon, Depth, Dominant Color Munsell, Redox Description (Quantity, Size, Contrast and Color), Texture, Structure (Grade, Size, Shape), Consistence, Boundary and Roots in accordance with the United States Department of Agriculture (USDA) Field Book for Describing and Sampling Soils, Version 2, September 2002;
- estimates of seasonal high groundwater table, bedrock depths, and estimates of infiltration rates according to DNR Code 1002 and NRCS;
- stormwater basin design recommendations;
- pond liner recommendations including classification of liner materials in accordance with DNR Code 1001, Appendix D.

J) GRADING, PAVING AND STORMWATER PLANS

- (1) The CONSULTANT shall prepare grading, paving and stormwater plans for the PROJECT.
- (2) The grading, paving and stormwater plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Grading and paving plans generally consist of the following:
 - (a) Title Sheet
 - (b) Typical Cross Sections and General Notes
 - (c) Special Details including paving and stormwater elements and geometric layouts.
 - (d) List of Standard Detail Drawings
 - (e) Engineering Estimates On Computer Worksheet
 - (f) Miscellaneous Quantities
 - (g) Plan and Profile Sheets
 - (h) Computer Earthwork Data and Mass Diagrams
 - (i) Cross Sections

(j) Traffic Control, Signage & Staging Plan

(k) Erosion Control Plan

- (3) Grading, paving and stormwater plans shall be designed in accordance with the current practices of the VILLAGE and in accordance with the principles, standards, and practices as specified in the GUIDE and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the VILLAGE, hereinafter referred to as STANDARD SPECIFICATIONS.
- (4) The CONSULTANT shall develop sufficient alternatives or trial alignments profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right of way requirements, aesthetics, blending with the topography, and costs. The paving profiles are to provide a "good fit" to the terrain to minimize earthwork and grading costs and to develop the configuration of other paving elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.
- (5) Grading, paving and stormwater plans may be developed using computer aided design systems. Plan preparation shall be in accordance with the prescribed methods as described in the GUIDE.
- (6) Grading plans will modify the streambanks to remove the very steep slopes and create a more natural stream channel with shallow banks, riparian wetland terraces and moderate upper bank slopes. A naturalized low flow stream will be designed with meanders, pools, and riffles for improved aquatic habitat in consultation with the permitting agencies.
- (7) Plans for minor incidental retaining walls that are not subject to the Wisconsin Bridge Manual (WBM) requirements and pipe type structures in this CONTRACT shall be considered as special construction details of the Grading, paving and stormwater plans and not as Structure Plans.
- (8) The VILLAGE will furnish to the CONSULTANT such survey notes, partially completed plans or other data as may be available for use in the preparation of the plans. Such partial plans shall be considered only as preliminary information subject to further development.
- (9) In preparation of Grading, paving and stormwater plans, the CONSULTANT shall prepare and furnish to the VILLAGE, specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS or the Village Standard Specifications, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (10) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (11) Plans are subject to review and examination by the VILLAGE. Such review and examination may be made on the site of the PROJECT.

K) STRUCTURE PLANS

- (1) The CONSULTANT shall prepare preliminary and final structure plans for two pedestrian bridges and two road crossings in the PROJECT in accordance with the WBM.
- (2) Structure submittal plans shall be submitted to the MC for compliance check prior to eSubmit to WisDOT BOS with reasonable allowance for review time prior to lead time for BOS review as per the FDM.

L) LANDSCAPING & RESTORATION PLANS

- (1) The CONSULTANT shall prepare a landscaping plan for the Park and Ride Lot.
- (2) Plans for restoration of vegetation in the stream corridor and riparian wetlands through the PROJECT site will be prepared by the CONSULTANT in coordination with the grading plans.

M) FLOODPLAIN

- (1) CONSULTANT shall perform and complete all necessary evaluations, design measures, hydraulic and hydrologic analysis, reports, maps, forms, agency submittals (Village, WDNR FEMA), and documentation regarding floodplain impacts and mitigation measures for this project.
- (2) CONSULTANT shall adhere to requirements set forth in the VILLAGE's Floodplain Regulations set forth in Section 420-431 of the Village Zoning Ordinance.

N) TRAFFIC

- (1) CONSULTANT shall prepare a Traffic Technical Memo to identify impacts and recommended improvements to local roads, project entrance design, or internal project site circulation design improvements (including pedestrian access).

O) WETLAND BOUNDARY DELINEATION

- (1) At the onset of the growing season, the CONSULTANT will delineate the location and extent of wetland boundaries on the PROJECT site. This delineation will update the 2010 wetland delineation conducted by Wetland and Waterway Consulting, LLC.
- (2) During the field study, wetland areas will be identified using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the new Midwest Regional Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) requirements. The boundaries of areas meeting wetland criteria will be flagged in the field and surveyed by the CONSULTANT.
- (3) The findings will be documented in a wetland delineation report. Data sheets, a wetland boundary map, a soils map, an NRCS Wetland Inventory map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included in the report.
- (4) The report will be submitted to the VILLAGE, WisDOT, WDNR, and the US Army Corps of Engineers. The WDNR requests copies of all wetland delineation reports by assured delineators. The US Army Corps of Engineers will review the report and confirm the delineation.
- (5) All submittals requiring WisDOT approval as per the GUIDE shall be submitted for processing to the MC.

P) OTHER DESIGN CONSIDERATIONS AND INFORMATION

- (1) CONSULTANT shall consider and/or incorporate the following in the design of the PROJECT:
 - (a) Incorporate design considerations as per the AASHTO Guide to Park and Ride Facilities;
 - (b) Incorporate design considerations as per the WisDOT SE Region Park and Ride Guide; Wisconsin Bike Guide and Pedestrian Guide and the WBM;
 - (c) Building pad provisions for the future retail buildings addressing soils, floodplain issues, wetland issues/setbacks, pedestrian access, building pad size requirements, and sewer and water service needs;

- (d) Design considerations for public transit bus stops-interregional/local;
- (e) Incorporate design for bicycle access and parking;
- (f) Parking lot lighting system and design shall be prepared for the site.
- (g) Consider and incorporate needs for parking lot security camera system design.
- (h) Consider proposed future Amtrak Platform design requirements to ensure site can accommodate its future construction.
- (i) Incorporate stormwater management criteria for peak flow and water quality design requirements. The WisDOT Southeast Region storm water spreadsheet shall be used for this project.

Q) MEETINGS

- (1) Meetings may be scheduled at the request of the CONSULTANT or the VILLAGE for the purpose of discussing and reviewing the Services under this CONTRACT.
- (2) Meeting schedules are to be coordinated with the VILLAGE to ensure that VILLAGE representatives are available to attend the meetings.

R) PLANS, SPECIFICATIONS, & ESTIMATES (P.S. & E.):

- (1) The CONSULTANT shall prepare a complete P.S. & E. as specified in the GUIDE.
- (2) The CONSULTANT shall submit the WisDOT Storm Water Spreadsheets at 30%, 60% and 90% design stages.
- (3) The CONSULTANT is required to submit the P.S. & E. (Request to Advertise) in accordance to procedures specified in the GUIDE.
- (4) The CONSULTANT shall provide one set of final plans for each utility within the PROJECT limits prior to the P.S. & E submittal date.

III. COMPLETION SCHEDULE:

The following products will be completed and submitted to the VILLAGE by the indicated date, based up CONSULTANT having received the Notice to Proceed by March 20, 2013.

Public Information Meeting #1	April 2013
Traffic Study Report	May 2013
Soils Report	May 2013
Pavement Design Report	May 2013
30% Plan Submittal	June 2013
Public Information Meeting #2	June 2013
Environmental Document	July 2013
60% Plan Submittal	August 2013
Preliminary Structure Submittals	August 2013
Design Study Report	August 2013
90% Plan Submittal	December 2013
Final Structure Submittal	December 2013
Final P.S. & E.	February 2014

IV. CONSULTANT FEES:

The CONSULTANT will be compensated by the VILLAGE for services provided under this CONTRACT on the following basis:

- A) For above described services performed by CONSULTANT, a Lump Sum of \$130,867.00.
- B) For archaeological literature search subcontracted to ADV Archaeological Services, Inc., the CONSULTANT'S actual cost not to exceed \$1,190.00, based on a lump sum subcontract.
- C) For subsurface investigations subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost not to exceed \$22,884.00, based on a lump sum subcontract.
- D) For hazardous materials investigations subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost not to exceed \$4,000.00, based on a lump sum subcontract.
- E) For electrical design services subcontracted to Powrtek Engineering, Inc., the CONSULTANT'S actual cost not to exceed \$6,900.00, based on a lump sum subcontract.
- F) For structure design services subcontracted to Contech Engineered Solutions LLC, the CONSULTANT'S actual cost not to exceed \$8,000.00, based on a lump sum subcontract.
- G) Total compensation for the above services shall not exceed \$173,841.00
- H) Invoices will be submitted monthly. Invoicing will be based on the following guideline:

<u>Milestone</u>	<u>% of Contract Payout</u>
Survey and Soil Boring Completion	~25%
30% Plan and Environmental Document Submittal	~40%
60% Plan Submittal	~70%
PS&E Submittal	~95%
Design Project Completions	100%

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A) The VILLAGE will provide existing plats, CSMs, as-built roadway, storm sewer, sanitary sewer, and water main plans within 1-week of notice to proceed.
- B) Coordination with the VILLAGE, WisDOT, and the Local Program Consultant will be primarily by phone and email. Meeting participation will be consistent with the tasks listed and regular status meetings are not anticipated.
- C) A property boundary survey is not required, although the railroad and state highway rights-of-way will be located.
- D) Gravity sanitary sewer main and water main will be extended to near the retail sites.
- E) Sewer and water extensions will be submitted to WDNR.
- F) No historic property investigations are needed.
- G) Prefabricated truss bridges on spread footings will be used for the pedestrian stream crossings.

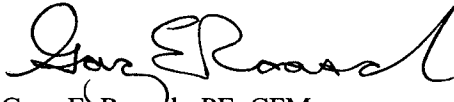
Mr. Michael Spence, PE, LEED® AP

Page 13 / March 13, 2013

- H) Precast box culverts or precast modular bridge on spread footings will be used for roadway stream crossings.
- I) Retaining wall designs are not included.
- J) Electrical systems will be bid as a lump sum.
- K) Additional or extended services beyond those specifically described in the Scope of Services are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Standard Hourly Rate Schedule, unless other arrangements are agreed upon.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return one original to our office.

Sincerely,
R.A. Smith National, Inc.



Gary E. Raasch, PE, CFM
Senior Water Resources Project Manager

Enclosures

\\rasmith.com\brookfield\Municipal\1110152\Contract\ParkRide Contract Final.docx

**STANDARD GENERAL CONTRACT TERMS
FOR PROFESSIONAL SERVICES**

R.A. Smith National

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, CONSULTANT'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the VILLAGE. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, CONSULTANT cannot be held responsible for any design or construction problems resulting from the use of this information.

3. CONSULTANT strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or VILLAGE, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the CONSULTANT.

6. In the event all or any portion of the work prepared or partially prepared by the CONSULTANT is suspended, abandoned, or terminated, the VILLAGE shall pay the CONSULTANT all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the VILLAGE fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. CONSULTANT cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. CONSULTANT shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of CONSULTANT'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to VILLAGE or his DESIGNEE by CONSULTANT are provided solely for the convenience of the VILLAGE and are warranted only to the extent that they conform to the original document(s) produced by CONSULTANT. All electronic file(s) are transmitted in trust for the sole use of the VILLAGE and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the VILLAGE. Any alterations to or tampering with the files shall constitute the agreement of the VILLAGE to release, defend and hold harmless CONSULTANT from all claims and causes of action by said VILLAGE and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. VILLAGE understands, and agrees to pay for all services rendered regardless of VILLAGE's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The VILLAGE shall provide CONSULTANT with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. CONSULTANT reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by VILLAGE.

The VILLAGE further agrees to pay CONSULTANT any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The VILLAGE agrees to limit CONSULTANT, by its agents or employees, total liability to the VILLAGE and to all Construction Contractors and Subcontractors on the Project, due to CONSULTANT'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of CONSULTANT to those named shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand

Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of CONSULTANT, be submitted for non-binding mediation, a prerequisite to further legal proceedings. CONSULTANT shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between CONSULTANT and VILLAGE.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, CONSULTANT HEREBY NOTIFIES VILLAGE THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE VILLAGE NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, VILLAGE PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. CONSULTANT AGREES TO COOPERATE WITH THE VILLAGE AND THE VILLAGE'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Gary E. Raasch
Senior Project Manager

CONSULTANT

By: _____

Date: _____

PROJECT: Pleasant Prairie/Kenosha County Park & Ride Lot

**The above and foregoing proposal is hereby accepted and
CONSULTANT is authorized to proceed with the work.**

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

VILLAGE

By: _____

Printed Name: _____

VILLAGE and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/ facsimile is an authorized form of notice to proceed.

Title: _____ Date: _____

©2013 R.A. SMITH NATIONAL, INC.



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

To: Michael Pollocoff
From: John Steinbrink, Jr.
Subject: Cooper Road Sewer Rehabilitation
Date: March 18, 2013

The Pleasant Prairie Sewer Utility is planning the second phase of the multiyear rehabilitation project for the Cooper Road Sewer drainage basin. The area is generally located north of 85th to 76th St along Cooper Road West to 56th Ave. This year will include relining of sanitary sewer mains on Cooper Road from 79th St to 85th St. Please see the attached map.

The sewer was constructed in around 1950's and consists of 2.4 miles of clay sewer main and 222 six inch clay laterals. The area has been subject to sewer backups and high sewer flows. During rain events the flow will increase ten times higher than in dry conditions. The suspected causes of these high flows are infiltration of groundwater into sewer mains and laterals and illegal sump pump connections.

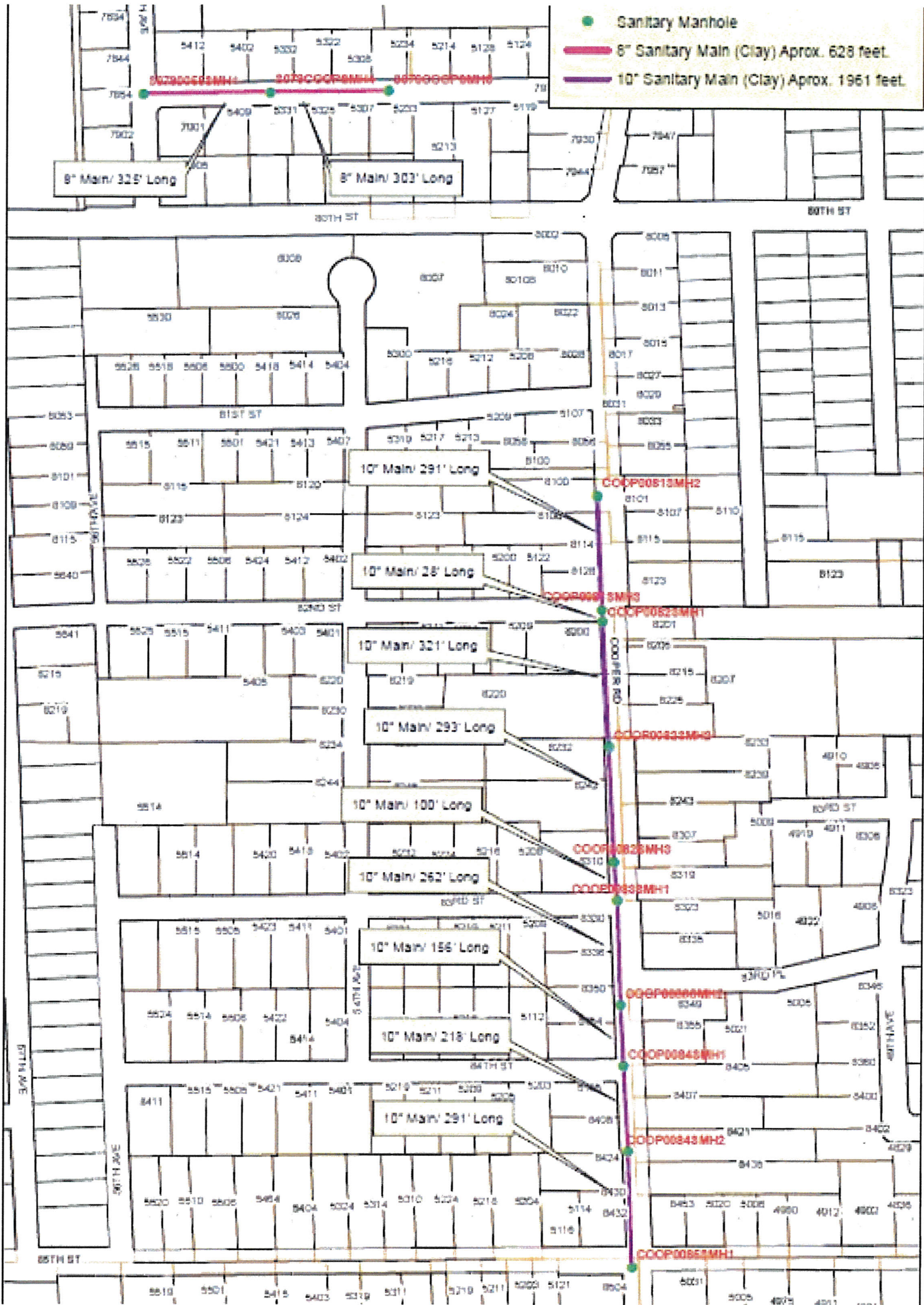
On Thursday February 28th, three bids were received for the installation of approximately 2,588 feet of sewer main lining and rehabilitation for 117 vertical feet of sanitary manhole.

Visu-Sewer, Inc	\$ 81,035.00
Terra Engineering and Construction	\$ 90,867.00
Michels Corporation	\$ 96,888.00

The approved 2013 Sewer Utility Capital Budget for this rehabilitation project is \$185,000.

Visu-Sewer has completed this sanitary sewer relining for Pleasant Prairie in the past. Pipe relining has become a popular rehabilitation method. A new liner is pulled into the existing sewer main or lateral and cured into place. This is the most cost effective method and is recommended for this project.

I recommend a contract be awarded to Visu-Sewer Inc for sanitary sewer lining services and manhole rehabilitation in phase two of the Cooper Road Sewer Rehabilitation project not to exceed \$81,035.00.



- Sanitary Manhole
- 8" Sanitary Main (Clay) Aprox. 628 feet.
- 10" Sanitary Main (Clay) Aprox. 1961 feet.

8" Main/ 325' Long

8" Main/ 303' Long

10" Main/ 291' Long

10" Main/ 28' Long

10" Main/ 321' Long

10" Main/ 293' Long

10" Main/ 100' Long

10" Main/ 262' Long

10" Main/ 156' Long

10" Main/ 218' Long

10" Main/ 291' Long

COOP00813MH2

COOP00813MH3

COOP00823MH1

COOP00833MH3

COOP00833MH3

COOP00833MH1

COOP00843MH2

COOP00843MH1

COOP00843MH2

COOP00853MH1

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

Period Ending: March 12, 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. Tracy A. Marshall

thru June 30, 2014

Jane M. Romanowski
Village Clerk



AFFIDAVIT ACCOMPANYING DRAFT UNDER TALMER BANK
AND TRUST, AS SUCCESSOR INTEREST TO FIRST BANKING CENTER
IRREVOCABLE LETTER OF CREDIT NO. 37351600002
DATED APRIL 2, 2012

COUNTY OF KENOSHA)) SS:

1. I am the Village Administrator of the Village of Pleasant Prairie, Wisconsin (the Village).
2. The Village Board of Trustees, at a meeting duly held on the 18th day of March, 2013, duly approved a draft upon Talmer Bank and Trust, as successor interest to First Banking Center Irrevocable Letter of Credit No. 37351600002 dated April 3, 2012 in the amount of US \$98,500.00 (Ninety-eight Thousand Five Hundred and no/100 U.S. Dollars).

Michael R. Pollocoff
Village Administrator
Village of Pleasant Prairie

Notary Public, Kenosha Co., WI
My commission expires _____

Jane M. Romanowski
Village Clerk
Village of Pleasant Prairie

Consider the request of Todd Hansen for approval of a **Certified Survey Map** to subdivide the property located at 9620 39th Avenue.

Recommendation:

Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the comments and conditions of the March 18, 2013 Village Staff Report.

VILLAGE STAFF REPORT OF MARCH 18, 2013

Consider the request of Todd Hansen for approval of a **Certified Survey Map** to subdivide the property located at 9620 39th Avenue.

The petitioner is proposing to subdivide the property located at 9620 39th Avenue into two lots. This property is zoned R-3, Urban Single Family Residential District which requires that each lot be a minimum of 20,000 square feet with a minimum of 100 feet of frontage on a public road.

Lot 1 is proposed to be 22,545 square feet with 167 feet of frontage on 97th Street and 135 feet of frontage on 39th Avenue (CTH EZ). The existing house will remain and the existing pole barn on Lot 2 is being relocated to Lot 1 (west of the house). Permits were issued in February 2013 for this relocation. The existing house is considered a non-conforming structure in that the house does not meet the current setbacks to the north property line (shown at 3.5 feet wherein a minimum of 10 feet is required) and the setback to the east property line (shown at 58 feet wherein a minimum of 65 feet is required).

Lot 2 is proposed to be 38,205 square feet with 283 feet of frontage on 97th Street.

No additional right-of-way is required for 97th Street. In addition, Kenosha County does not need any additional right-of-way on 39th Avenue (CTH EZ). Furthermore, no additional Utility Easements are required by We Energies at this time.

The home on Lot 1 is currently connected to municipal sanitary sewer and water and a new home on Lot 2 shall be serviced by municipal sanitary sewer and water from 97th Street. The existing nine (9) street trees adjacent to Lots 1 and 2 within 97th Street shall continue to be maintained by the property owners of said lots. At the time of construction of a new home on Lot 2 the street trees shall be protected during construction, and if the proposed new driveway is located within 10 feet an existing street tree, the street tree will need to be relocated in an acceptable location to the Village within the 97th Street right-of-way at the property owners cost.

All outstanding taxes and deferred/outstanding special assessments shall be paid prior to recording the CSM. Pursuant to the Village Finance Records, there are no real estate taxes outstanding and the following deferred special assessments are outstanding: Deferred Meadowdale Paving \$3,072.73 and Deferred Meadowdale Street Construction \$907.70.

Also due at the time of building permit would be the sewer connection fee of \$1,600/per residential unit and impact fee of \$1490/per new residential unit on Lot 2.

The Plan Commission recommends approval of the CSM subject the above comments and the following conditions:

1. The original CSM shall be executed by the property owner and submitted to the Village for signatures.
2. All deferred/outstanding special assessments including the right of recovery for the public improvements installed in 97th Street as part of the development of Meadowdale Estates Subdivision shall be paid prior to recording the CSM.
3. The CSM shall be executed by all parties and recorded at the Kenosha County Register of Deeds Office within 30 days of the Village Board approval.

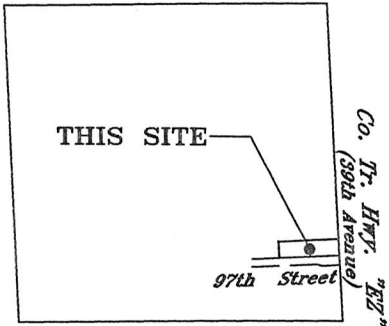
Bearings refer to grid north, state plane coordinate system south zone. and recorded subdivision "Meadowdale Estates"

Lots shown hereon shall be served by public sanitary sewer.



Scale
1" = 100'

VICINITY SKETCH



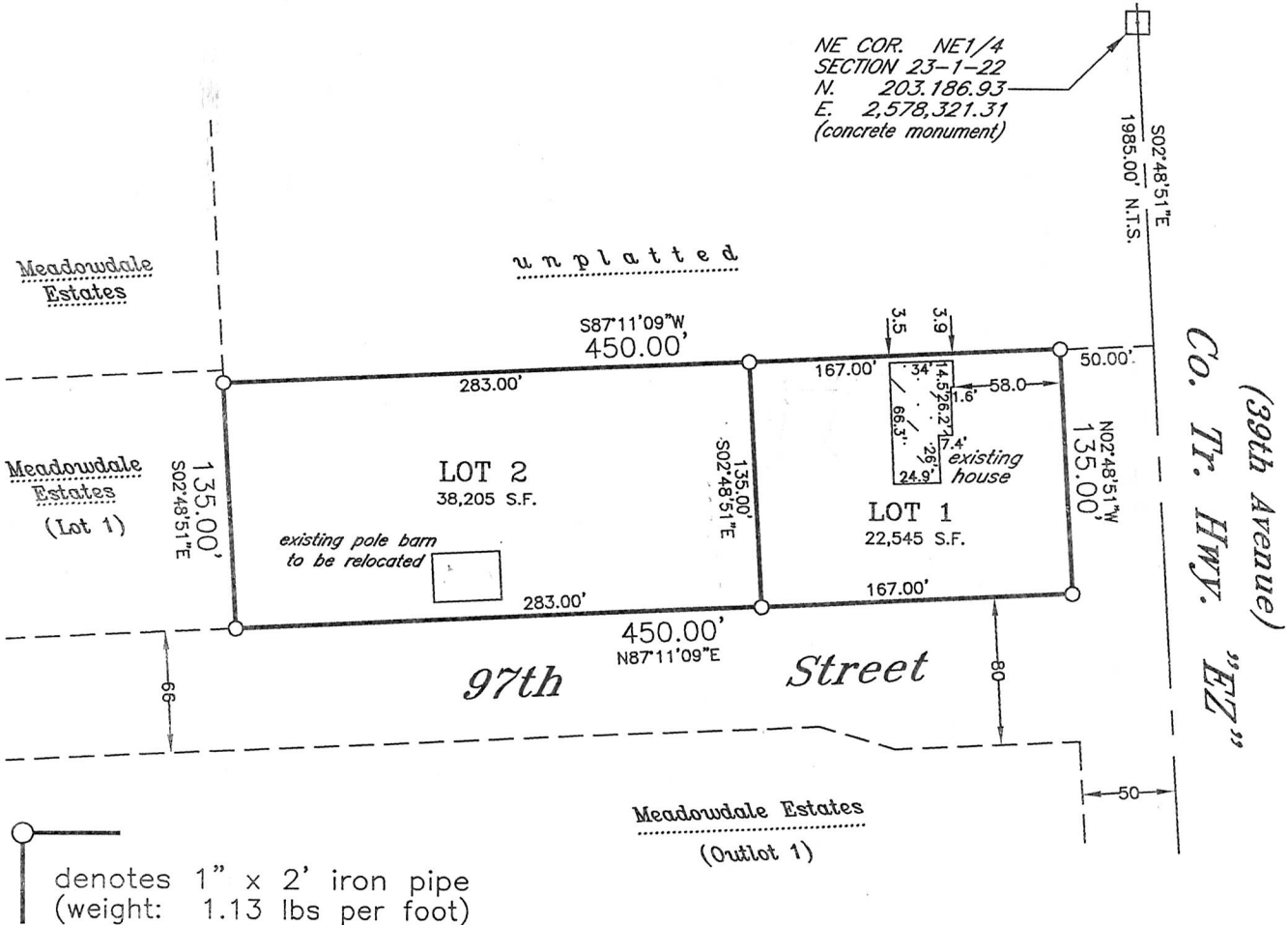
NE1/4 23-1-22
- not to scale -

NE COR. NE1/4
SECTION 23-1-22
N. 203.186.93
E. 2,578.321.31
(concrete monument)

Meadowdale
Estates

unplatted

Meadowdale
Estates
(Lot 1)



denotes 1" x 2' iron pipe
(weight: 1.13 lbs per foot)

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI. 53143
phone 262-652-8110 fax 262-652-9695

OWNER/SUBDIVIDER

Todd Hansen
9620 - 39th Avenue
P.O. Box 369
Kenosha, WI 53144

CERTIFIED SURVEY MAP

- for -

Todd Hansen

WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART
Dated February 22, 2013

in NE1/4 Section 23-1-22
VILLAGE OF PLEASANT PRAIRIE
KENOSHA COUNTY, WIS.

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

Part of the Northeast Quarter of Section 23, 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°48'51"E along the east line of said quarter section 1985.00 feet; thence S87°11'09"W 50.00 feet to the point of beginning; thence continue S87°11'09"E 450.00 feet to a point on the east line of Lot 1 in Meadowdale Estates, a plat of record; thence S02°48'51"E along said east line and parallel to the east line of said quarter section 135.00 feet to the southeast corner of said Lot 1; thence N87°11'09"E 450.00 feet; thence N02°48'51"W parallel to aforesaid east line of said quarter section 135.00 feet to the point of beginning; containing 60,750 square feet; 1.39 acres, more or less.

That I have complied with the provisions of chapter 236.34 of the State Statutes on certified surveys and the Village of Pleasant Prairie Land Division and Platting Ordinance.

Dated this 22nd day of February, 2013

SURVEYOR.....

JEFFREY K. RAMPART

As owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER.....

TODD HANSEN

PRINT NAME.....

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this day of, 20__, the above named Todd Hansen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires.....

NOTARY PUBLIC

PRINT NAME.....

This certified survey map has been submitted to and approved by the Village Board of the Village of Pleasant Prairie on this day of, 20__.

PLAN COMMISSION CHAIRMAN,
Thomas W. Terwall

VILLAGE CLERK, Jane M. Romanowski

PRINT NAME.....

PRINT NAME.....

OWNER/SUBDIVIDER

APPROVED.....

VILLAGE PRESIDENT, John P. Steinbrink

Todd Hansen
9620 - 39th Avenue
P.O. Box 369
Kenosha, WI 53144

PRINT NAME.....