

**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**  
**August 4, 2014**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meetings – July 21, 2014
5. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
6. Administrator’s Report
7. Unfinished Business
  - A. Consider the request of VIDHYA Corp. VIII, Inc. to implement a payment plan for delinquent invoices so the liquor and cigarette licenses for the premises known as BP AM/PM located at 10477 120<sup>th</sup> Avenue can be issued
8. New Business
  - A. Receive Plan Commission recommendation and consider a Certified Survey Map to develop a Costco and associated gasoline facility on the property generally located between 76th Street and Prairie Ridge Blvd., and 91st and 94th Avenues in the Prairie Ridge Development.
  - B. Receive Plan Commission recommendation and consider Ordinance #14-23 for a Zoning Text Amendment to create the specific Planned Unit Development (PUD) requirements for the development of a Costco and associated gasoline facility on the property generally located between 76th Street and Prairie Ridge Blvd., and 91st and 94th Avenues in the Prairie Ridge Development.
  - C. Receive Plan Commission recommendation and consider the request to amend the Access Restriction for Lot 162 in Village Green Heights Addition #1.

Village Board Meeting  
August 4, 2014

- D. Receive Plan Commission recommendation and consider Resolution #14-24 for a Floodplain Boundary Adjustment for the proposed Park and Ride facility in Prairie Springs Park.
  - E. Consider Ordinance #14-24 to Amend Chapter 250 of the Municipal Code relating discharging a Bow and Arrow or Crossbow.
  - F. Consider Ordinance #14-25 to amend Chapter 250 of the Municipal Code relating to unlawful use of computerized communication system.
  - G. Consider Ordinance #14-26 to amend Chapter 370 of the Municipal Code relating to the Building and Mechanical Code.
  - H. Set 2014 Halloween Trick or Treat Date and Time.
  - I. Consider Operator License Applications on file.
9. Village Board Comments
10. Consider Entering into Executive Session pursuant to Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
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 – 39<sup>th</sup> 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  
July 21, 2014  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, July 21, 2014. Meeting called to order at 6:00 p.m. Present were Village Board members John Steinbrink, Kris Keckler; Steve Kumorkiewicz and Mike Serpe. Clyde Allen arrived at 7:40 p.m. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Jean Werbie-Harris, Community Development Director; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury; Fire & Rescue Chief; Mike Spence, Village Engineer; John Steinbrink Jr., Public Works Director; Carol Willke, HR and Recreation Director; Dan Honore', IT Director; and Jane M. Romanowski, Village Clerk. Six citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETINGS - JULY 7, 2014**

Steve Kumorkiewicz:

Move to approve as written.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion?

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE JULY 7, 2014  
VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY  
KECKLER; MOTION CARRIED 4-0.**

- 5. TABLED PUBLIC HEARING**
  - A. Consider authorizing public sanitary sewer extension improvements in the right-of way of Springbrook Road/CTH ML approximately 250 feet to the east of STH 31and Final Resolution #14-19 authorizing construction of public improvements and levying special assessments for said project.**

Village Board Meeting  
July 7, 2014

Michael Serpe:

Move to remove this from the table.

Kris Keckler:

Second.

John Steinbrink:

We're still in the public hearing or did we close that?

Mike Pollocoff:

We closed the public hearing. If you want to reopen it you have to remove it from the table to do that.

John Steinbrink:

Motion to remove from the table by Mike, second by Steve.

**SERPE MOVED TO REMOVE FROM THE TABLE AND REOPEN THE PUBLIC HEARING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

Mike Pollocoff:

Mr. President, at our last meeting on July 7th we conducted a public hearing concerning the extension of sanitary sewer on Springbrook Road. And this would be a very short project that would provide sanitary service to two parcels. We had discussed the anticipated or proposed special assessment at that meeting. And the one thing we were missing was a request to find out how much it would cost to provide sanitary sewer service to the Rabin property which has the frontage on a sanitary sewer main on Green Bay Road.

The Village had installed that earlier some years ago, and at that time we made the conscious decision that given the poor soils and the depth of the main that constructing a lateral on that property was financial infeasible and it's not where you want a lateral. You're subject to a lot of bad soils, high ground water table. It would be better off to have the Rabin property serviced by the sewer and water master plan which is sanitary sewer going up Springbrook. So at that time we didn't do it, so at that time of the meeting I indicated that we calculated out what that cost was. We knew what it was back at that time, and we decided it wasn't a smart investment of the rate payers' funds at that time.

So the one alternative is to -- the first alternative was to provide sanitary sewer service to both parcels as they're currently platted. It utilizes the assessable front foot cost to determine the assessment. If the Hammerbeck parcel is subsequently divided into two parcels the Hammerbeck assessment would be reduced.

Village Board Meeting  
July 7, 2014

The second alternative that's what we have there. The second alternative was to just require that Rabin would have to connect to the sanitary sewer on Springbrook, and the sewer would not be extended on Springbrook. They would be connecting on Green Bay Road. Under that alternative they would be actually assessed a little bit different. It's \$72 versus \$102. You can tell what the impact is of age on these assessments. So their front foot assessment would be \$15,225, the sanitary sewer lateral would be \$11,000 and that's not a very long lateral. It comes from the main to the Rabin's' property line. The connection is \$1,600. If you look at the arrow that's where the proposed lateral would be. That was the shortest point between the sewer main and Rabin's' property line.

They would have to construct a lateral -- there's a large berm in front of their property. And under this alternative we were thinking they could sneak it behind the berm between the berm and the driveway to connect with their property. We didn't indicate what a cost on that would be, but it would be substantial probably for the distance and then to replace either the landscaping or their driveway. So their total assessment under that scenario would be \$27,825.

So this doesn't address what the master plan for the sewer system calls for, and that sewer main would still have to come down Springbrook or come up Springbrook from Highway 31. So at such time as that did we would have collected \$15,000 from the Rabins, and depending on what the price of the sewer is at the time we did do that the rate payers would make up the difference if we hadn't accrued enough interest in that fund to do that. So although it does relieve the Hammerbecks from connecting at this time, it takes the whole burden and puts it on the Rabins, and we still have to put the sewer main by Rabin's' place at some point in the future.

The third alternative is to provide sewer service to both parcels and assess each parcel equally based on the total cost of the project. And this assessment would be premised on the Hammerbecks dividing their parcel. So the logic on this one if the Hammerbecks were to divide their parcel both parcels virtually end up almost being the same in area. So I mean the real question is if one is a little bit bigger than the other one how much more sewer service do they obtain by having a few more feet, and they really don't get any more sewer service than the other one.

Under this alternative the Rabin's' cost would go up and the Hammerbecks would go down if it was divided. So under this alternative the per parcel assessments are \$17,974, the laterals just like the other Springbrook assessment would be \$3,000 apiece, connection charges are constant at \$1,600. So then the benefits that they would receive for the public sewer would be \$22,574 for both of them.

If this alternative was selected by the Board the Hammerbeck property hasn't been divided so I'd recommend that it be assessed in a manner for the total cost which would be the \$40,000, but the resolution be held in abeyance for the final determination to allow them two or three months in order to make a split. And then we would only be required to assess what was actually constructed which would be the parcel with the sanitary sewer in front of their property.

Village Board Meeting  
July 7, 2014

And it's troubling to everybody but its reality is that the Hammerbecks' mound system as he testified in the hearing was in failure at this point. And he's got an estimate for somebody for \$10,000 to repair it. So from a public health standpoint we know that exists. We know at this point Rabins' holding tank doesn't perform to meet their family's requirements for being able to reasonably manage that. The alternative to load the entire cost on Rabins if that sewer main was never going to go on Springbrook I'd say, well, maybe that's an alternative, but the fact that we know it's going to go on Springbrook. Back when Rabin put his home in we directed him to put it on Springbrook because from our sewer master plan that showed that sewer main would come from Green Bay Road all the way up to 55th. When it was going to happen was up in the air.

So there are problems that exist. And although in the short term one might be mitigated in the longer term, and I really don't know what the longer term is, the sewer main is going to go down Springbrook Road. So any money that's spent on existing private systems will be lost. That's not to say that this isn't a large assessment, but the methods or the means that I've identified in order to make this as easy as possible since it is a large assessment would be to put those on a 20 year assessment if somebody was inclined to do it. And then I'd recommend that the Village Board withhold a final determination until next year so they wouldn't be making payments this fall, they'd be making payments -- or they'd be indicating to us in October if they were going to be making payment in full without interest or if they wanted it to be on their property tax bill.

I think for the Village to indicate that we're not going to do the project ignores the problem at hand that we know exists and is out there. And it's one of those things if one of those properties to the west of them were to develop as the housing market comes back we could see the sanitary sewer main extending from Green Bay Road up Springbrook to service those properties, and we'd be right back where we are now because the State code requires when sanitary sewer crosses your property you have one year to connect. And then we would be dealing not with a public assessment where we're able to modify it, but we would be dealing with a developer's right of recovery in order to obtain funds back for their expenditure on a sewer main whenever that happened. At that point we're putting everybody's fate in the hands of a real estate developer, and I don't think that's for existing customers they're not able to take advantage of some of the things that the Village is able to do.

So that's where we come with this. I think if we're not going to ignore the problem my recommendation is that we levy an assessment based on an even allocation of expenses that would be anticipating a future land division by Hammerbecks for three months. And if that doesn't happen then the entire assessment on the assessable front footage would be levied. And in as much as there's failing septic for both of those areas right now my recommendation is that the Village get the design done in an expeditious manner and get the sewer main in to correct the problems that we have.

Steve Kumorkiewicz:

I've got a question for Mike. Mike, actually they're going to be charged for a 4 inch sewer over there, aren't they, although there is an [inaudible] main coming down?

Village Board Meeting  
July 7, 2014

Mike Pollocoff:

No, it's going to be a 10 inch main, and we're charging them for the cost of an 8 inch main which is all that's needed by a residence in order to get sanitary sewer service. The laterals will be 4 inches. These laterals are a little more expensive because we have quite a run on them. We charge the laterals equally 50/50. Because if the main is on your side of the street that's the luck of the draw. If you're on the wrong side of the street the cost is the same so everybody splits that equally. And the other thing, and we've done this in all our sewer projects, the Village staff would make ourselves available to facilitate having the private connections be done as efficiently as possible in order to shave the cost.

I know we've seen some estimates of \$4,000 for a lateral connection and a mound abandonment. They seem to be high to me, but I guess we would work with the property owners in both cases to come up with an effective and efficient way to get those services done. We've done this in other areas, and sometimes we've just gotten it set up so one contractor who everybody agrees on who is the best bid does it. There's one mobilization fee so each party isn't paying a separate mobilization to get somebody out there to do the work.

Michael Serpe:

These things are never easy. It's not fair that the Rabins have to have paid all this money on their holding tank and will continue to do that unless we make the change. It's not fair that the Hammerbecks would have to pay \$10,000 or \$11,000 to get their mound system running again, and that could only be temporary, maybe 5 years, 10 years, maybe 20. And then sewer is still going to come down Springbrook Road and they're going to be responsible for that assessment eventually.

I think in order to be fair, Mike, I have to agree with you on the 50/50 assessment if the Hammerbecks split their property. They don't have to, but then they would be responsible for the \$40,000 and some. The 20 year payment is to me I think the rate is something like four percent?

Mike Pollocoff:

Four to five.

Michael Serpe:

Four to five. It's better than it was years ago, it was 9 percent. So there's a benefit there. I think right now is the best time to do this and not later. It's not going to get any cheaper, and the sewer line is going to go down Springbrook Road whether it be today or just a couple years from now or whenever, whenever development happens and it's going to happen. So I would move --

Jane Romanowski:

We have a signup sheet.

Village Board Meeting  
July 7, 2014

Michael Serpe:

I'm sorry. I'll hold my comments.

Kris Keckler:

Two weeks ago when we had the public hearing on it there was a portion that was maybe a little bit, 10 percent over cost at this time and there might be some realized savings both in the cost estimates of the materials and also potentially for the installation of maybe upwards of 18 percent. Is that still--

Mike Pollocoff:

It's still in here. We're assuming that Village crews are still going to do it. And there is a 10 percent contingency that we always build into the project. You're digging underground and you really never know what's going to happen. So we work to avoid that contingency, but the 18 percent reduction or estimate on what it's going to cost us to construct that versus a private firm, if it was over \$100,000 we couldn't do it. We're not permitted to pay prevailing wage to our employees, but we have to pay prevailing wage when we put it out to bid. I mean that's where you get the savings. It's not that our people or equipment are any worse, it's just the nature of the regulations.

Kris Keckler:

So these newer figures with the 18 percent expected savings?

Mike Pollocoff:

Right.

Kris Keckler:

Okay, I just wanted to double check.

Mike Pollocoff:

And I still think we have some room in there. But I don't want to come in with a rock bottom number and then it's higher because then we have to have the hearing again and nobody is happy at that point. And we think once we get the design done and finish we think there's some opportunity to save more money depending on what we think the depth of the sewer might be. But we still need to finish that survey work and get that pickup done.



Village Board Meeting  
July 7, 2014

Steve Kumorkiewicz:

What we're talking about here, Mike, is a parcel assessment actually because the [inaudible] is going to be the same; sewer connection charge is going to be the same. So actually the parcel assessment [inaudible] could decrease.

Mike Pollocoff:

Right. To do this what I'm trying to find a way to do legally is to find a way for the Hammerbecks to be able to face the same cost that the people who have a lot across the street from them who have virtually the same usable area on that lot. And we've done this over the years. I can think of sanitary sewer assessments on 116th Street, on 104th Street where we were assessing farmers for 2,000 or 3,000 feet of frontage, and we worked it out so they were able to divide some parcels, get some of that assessment paid off with that and then reduce the exposure they have on everything else. It's one of the methods the statutes provide us in order to take a look at the assessment and have that happen.

But on the other hand if someone's parcel to the extent that someone wants to live on a larger parcel it doesn't require Hammerbecks to sell their property but what it does is it reduces their exposure and liability to special assessments. Right now it's a three cornered parcel and we've said we're not going to run a main on 31 going to the west. So we pretended that doesn't exist. But they do have a long frontage around their corner. And every corner lot we've ever assessed that's been a difficult assessment because the rational nexus between a sewer assessment or a water assessment is how many feet of pipe are you laying. I mean it kind of relates to the cost of the benefit.

So when we're able to have that relationship be more from an equity standpoint where parcels are equal then I think that ends up being what we try to achieve and what the statute is wanting us to achieve and that's an equitable assessment where people receive equal benefits from the improvement.

John Steinbrink:

Comments?

Jane Romanowski:

Justin Hammerbeck.

Justin Hammerbeck:

Mr. President, Trustees, members of the Board, Justin Hammerbeck, 6724 Springbrook Road. Thanks for allowing me to come up and have a few words here. Is there any way that Mr. Spence or whoever is running the map that we could go back to the map and show that for a second? I don't know which way you all will decide to go tonight, but I do want to make a couple of notes if I may. Number one, I know Mr. Pollocoff mentioned we have a failed mound system. We

Village Board Meeting  
July 7, 2014

don't have a failed mound system. It needs repair. And it's been waiting for repair that could have been done in a week since about late March, early April for which I contracted to spend about \$10,000 which would give me a mound system that would last 25 to 30 years as the last one did.

Even if we go back and we split these assessments to where our assessment is \$22,000 if you remember the figures that I gave as an exhibit last week I'm still out. If I compare the value of my property and subdivide it I'm still out about another \$9,000 to \$10,000 of additional cost with connection fees, and I don't even remember what all the additional costs were but you have them from last week. So it's not really just a \$22,000 expenditure for our family. It's about \$31,000 and some. And then we realized we'd have to fix our driveway on top of that as well.

I'm afraid that subdividing this property right here along my driveway is going to make this property difficult to sell in the future. It turns what looks like a pretty big lot into two actually pretty dog gone small lots. So that's also going to be a cost that I and my wife and sons are going to incur if we subdivide our property in order to avoid the larger \$45,000 or so expenditure all in including the assessment and extras that go with this project in order to essentially surrender a good mound system here.

And as far as the future development goes and where this line is going down the road I agree with the Village Administrator. Eventually because of the way that it's been set up this line is someday going to run down this road up to about here across this field and up on these lots. But if you look this lot here right now is zoned agricultural. There are no plans right now to put this on the tax rolls as residential, put homes and subdivide that as far as I know. And so until that's at least zoned as residential we know that there's not going to be any sewer line going here. And these lines up here, the lots further up past here have more frontage than I do. So to put a line up there at that point is going to require one heck of a fight with those homeowners. I just wanted to note that.

So as far as us needing to instead of spending \$10,000 to be able to wash our clothes and flush our toilets and do the things we want to do and fix this mound system we're being asked to cut this property in half which we bought nine years ago, and then spend anywhere from \$30,000, \$31,000, \$32,000 give or take if we can keep the costs down. So I wanted to note that for the record.

And further I just think that if I wanted something there could have been a mound system here built sometime back 20 years ago but this land was sold. And it's not available to do that any longer. But, again, that isn't a decision that I made. That's a decision that my neighbors made. If I wanted something I would pay for it myself. I do understand that eventually we're going to put this line up. My personal belief is that isn't going to be for many years because there are no plans to make this residential as far as I know. And perhaps my neighbors can shed light on that. But these lots up here are certainly not going to want that line. And that line only goes from here to about here where that divide is that Mr. Pollocoff talked of last week.

So whatever you decide to do I hope you'll consider out interests. But I fully understand and believe in the authority of the Board to do what need to be done. And I don't think my wife

Village Board Meeting  
July 7, 2014

signed up so I can't let her comment, but thank you for your time and your consideration. I appreciate it.

Anne Rabin:

Good evening, Board members, Village Administrator. My name is Anne Rabin, 6717 Springbrook Road. Our family has lived in Pleasant Prairie for 70 years. We love living in Pleasant Prairie and we're committed to the community. We can envision our home being a family home for our children and grandchildren. We're here for the long haul. When we built our home 21 years ago we were informed by the Village that the sewer hookup would be coming, that it was a potential hookup, and that we should be hooking up along Springbrook Road. We planned our home around that advice.

I'd like to give you a little insight into our family and how the last 21 years have been. As I'm sure you know having a holding tank severely limits our ability to use our water. We're limited to short showers, few baths, big laundry loads, and it's been this way for 20 years. We have an ongoing obsession with water use, and I think it would rival the staunchest environmentalist. People who come to our home and visit leave forever changed.

We shower at the RecPlex after working out to save water. When our daughter visits a friend she knows if she has the opportunity to take a shower there she should avail herself of it. Our son adores his bath and receives many therapeutic input from his bath. This is something we're not able to give him as a family, and it's frustrating as parents to have done this for 21 years. When we cook and we wash we dump the water outside. This past winter in particular you can imagine how it felt to suit up with hat, coats and boots in order to step out just to empty a pot of water.

As you consider our request for the sewer hookup to extend to our home along Springbrook Road we ask you to please keep these points in mind. As Village Administrator Michael Pollocoff said extending the sewer is in the Village master plan. Having a hookup along Green Bay Road is not that master plan. The decision shouldn't be based on the two households' shared financial expenditures or challenges but it is. We don't want to continue to pay Pat's Sanitary to pump our holding tank so that we can afford to live a typical life with a family of four and two dogs. And the Hammerbecks don't want to pay the assessment. But the Village has been very flexible, and you've offered several options to mitigate this expenditure and to ease the payments of the assessment.

Additionally, the Village has also gone further to reduce our neighbor's financial impact by suggesting they divide their property into two parcels which ultimately reduces their financial impact. And then just to quickly recap the Village's suggestions to reduce the cost to all of us there's the potential 18 percent savings if the Village public works department does the work. There's that 10 percent contingency cushion in the estimate which may not be needed. The Village has been very flexible and prepared to reduce the assessment payback period from 10 years to 20 years. Additionally you've been very flexible in reducing the interest rate from 8 or 9 percent to possibly 4 or 5 percent. And the Village has offered to push back the starting date in order to push back the assessment to another year all to make it more palatable for us to be able to adhere to the master plan.

Village Board Meeting  
July 7, 2014

And as mentioned previously there still is the option for our neighbors to divide the property into two parcels. The Village has been very accommodating. We have been waiting patiently for the right time to hook up, and we imagined it would be when the sewer came down Green Bay Road. But there were issues, there were engineering issues, and it didn't make sense to permit a lateral hookup on Green Bay Road. If it didn't make sense then to allow a lateral hookup on Green Bay Road it doesn't make sense now to allow a lateral hookup on Green Bay Road simply to spare our neighbors the assessment expense.

I can't say this more strongly. Additionally the Village's master plan indicates that the sewer hookup should be on Springbrook Road. When we built our house we put our holding tank, we put our plumbing pipes there based on the master plan and the information that we were given. To disregard this initial plan would not be in the best interests of long range development, nor would be in our short-term financial interest.

In closing we'd like to thank the Village Board for going above and beyond to ensure that they've reviewed and explored our concerns and the concerns of our neighbors. With the scope of work that's going on in the Village we recognize that this is a small issue in comparison, and we're very, very appreciative of the time, attention and resources that you continue to put towards resolving this. We are asking the Village Board to grant the municipal sewer request which extends service just 250 feet along Springbrook Road and to allow up to hook up according to the Village master plan. In our mind the sooner this can be done the better. We've waited 21 years. Thank you for your consideration.

Jane Romanowski:

There are no other signups tonight, Mr. President.

John Steinbrink:

Anyone else wishing to speak? I think the Board has heard both sides and we understand the issue here. We've listened to the Administrator. So with that do we need to close the public hearing?

Mike Pollocoff:

We opened it up so [inaudible].

John Steinbrink:

Right.

Michael Serpe:

Like I say these are never easy decisions and they'll never stop either. I would move that we put the sewer extension on Springbrook Road with the assessments as presented by staff with the

Village Board Meeting  
July 7, 2014

Hammerbecks at \$40,000 and some or whatever it is which will be held in abeyance for three months to give them the opportunity if they so decide to split that property which will bring that assessment down to equal parts between the Rabins and the Hammerbecks at \$22,000, whatever that fee may come out to.

Steve Kumorkiewicz:

You know, I have to second that.

Michael Serpe:

Which is Resolution 14-19.

John Steinbrink:

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

Steve Kumorkiewicz:

Yes, what I'd like to express is if that happened 10 years from now or 5 years from now the costs are going to be [inaudible] than where it is today. Because the way these issues are going it's going way up.

Michael Serpe:

In addition, John, I just want to remind with the pay period being extended to 20 years.

Steve Kumorkiewicz:

Twenty, yes.

John Steinbrink:

And we're going to look at trying to combine the contractors in there so that -- that's going to be up to the homeowners.

Mike Pollocoff:

Right. Our engineering staff will meet with the homeowners if they want to put together a plan to coordinate the utility installation. We'll meet with Hammerbecks or their surveyors in order to give the guidance they need to make that lot split as fast and efficient as possible so that there's not a lot of time involved in that. And I think on the Hammerbeck property there's an opportunity to have that private lateral cost to be substantially reduced. The estimate seemed fairly high to me, but we'll look at that and we'll evaluate that. And I think both parties could save if they can agree on the same contractor who will quote the job. But that's their choice. We'll just make ourselves available to coordinate that.

Village Board Meeting  
July 7, 2014

John Steinbrink:

The timing for this project?

Mike Pollocoff:

We'll do it as soon as possible. We still have to complete design. Probably between design and getting our State reviews probably the soonest is six weeks, the longest two months.

John Steinbrink:

Any further discussion? I know it sounds like there's an easy fix with the rebuilding of the mound, but around here we never want to say never because we've been here when people have done that, put in mounds, put in holding tanks, and lo and behold there's somebody that causes sewer to be extended and then that's a worse feeling than levying the assessment is when you know somebody has already spent money that they're not going to recover.

Kris Keckler:

I have a couple things I'd like to add. First, I remember the family that both spoke tonight and two weeks ago. I want to say thank you for presenting a nice rational, organized set of statements and the evidence that you've given and the reasons for your opinions. It could have gone a whole different way, so I really appreciate the civility in which you presented them.

And second being the newest member here I don't have the history that everybody else has in dealing with things like this. And so knowing it's only been a matter of time before an unfortunate or an uncomfortable decision would have to be made that impacts the family directly, and I've kind of reflected because your family is very similar to mine. I'm a little bit younger than my peers up here, two small children, and if I was all of a sudden at the receiving end of an assessment of this amount wanting to do everything that I could to either prevent it or avoid it at all cost.

But I've also had to approach it from the standpoint of being a member of this Board and having to make decisions that affect the residents, and this one obviously affects two families directly and impacts you greatly. And knowing that in everybody's estimation it's only a matter of time before that line goes through and the additional costs that would be incurred is really for what my decision comes down to. So I can sympathize greatly and still trying to grasp how this will impact everybody in the long haul. But knowing that in the best interest of trying to avoid such a larger cost on what might ultimately be realized where it's 5 or 10 or 12 or 20 years from now it's going to be the basis of my decision. But, again, I want to thank you guys for the comments that you've made and the way that you've presented them.

Village Board Meeting  
July 7, 2014

John Steinbrink:

We have a motion, we have a second. Any further discussion? And I know the Village is going to do everything in their power to keep the cost down I think. Mike has done a great job in exploring how that can be done and weighing those options out. One thing we know is we don't want to work in bad soils. There's no win for everybody in that and especially the rate payers in the Village. So with that, we have a motion and a second.

**SERPE MOVED TO ADOPT RESOLUTION #14-19 – FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY WITH THE CONSTRUCTION OF 250 LINEAR FEET OF SANITARY SEWER ON SPRINGBROOK ROAD EAST OF STH 31; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

John Steinbrink:

Once again thank you for coming here this evening and expressing your views. We appreciate the manner you did it and the information you provided us. It's still not an easy decision for us and not an easy one for you, but thank you very much.

**6. CITIZEN COMMENTS**

Jane Romanowski:

There were no signups tonight, Mr. President.

John Steinbrink:

Anyone wishing to speak? Hearing none I'll close citizens' comments.

**7. ADMINISTRATOR'S REPORT – None.**

**8. NEW BUSINESS**

**A. Consider Resolution #14-21 authorizing the issuance and sale of \$20,940,000 General Obligation Promissory Notes, Series 2014B.**

Kathy Goessl:

Mr. President and the Village Board, the resolution in your packet has changed since the sale has been increased to \$20,970,000, and it's actually our first series of the year so it's changed also to 2014A. So the \$20,970,000 resolution is two fold in terms of the purpose. The first purpose was to borrow for upcoming TID projects, and the portion of this bond offering to do with the actual TID projects is \$11,698,000. Those projects, the larger projects in this plan that we're borrowing for, is 39th Avenue reconstruction, a little over \$3 million. Also giving KABA a million dollars to make loans to Village businesses that decide to relocate here. Another \$3.7 million for the

Village Board Meeting  
July 7, 2014

Riverview Phase 1 development. Another \$1 million for Sheridan Road Distribution main, and almost a million dollars for the park and ride lot by RecPlex. So that's the first purpose of this borrowing is to fund these projects.

The second purpose of this borrowing is to refinance or refund some notes. The first note that we're refunding is 2010B. It's actually a borrowing that we did that actually had a federal subsidy. And due to reductions and payout from the federal government on the subsidy we were able to call this note and pay it off early, and actually the interest rate here was higher than what we got here in the long term. The amount of that refunding is \$6,735,000. And we're also looking at refunding a 2008B bond that was issued the issue of 9-1-2014 for a little over \$3,930,000. These two were restructured to fit into the new TID plan with all the amendments that were done in the last year. And based on what we know right now we shouldn't have to refund or refinance any other debt. We will be borrowing additional debt to finish our plan, but the way that we have structured things we shouldn't have to actually refund any other debt.

From our initial estimate we actually came in at a better price by about \$100,000. The actual net interest cost for this borrowing is 2.44 percent. We were rated by Standard and Poors and they maintained our rating of a AA with a stable outlook for the Village. We've had a AA with Standard and Poors since 2008. We have not actually had Moody's rate our bonds since 2010, and at that point they were a AA, too. So this is actually a bond that will go out to 2023, but the 2023 principle is callable in 2022. So basically we're out to the end of our TID #2 plan at that point. I think that's all I have. If you have any questions. Gene Schulz from Piper Jaffray which is our financial advisor is also here to answer any questions for you on this bond offering.

John Steinbrink:

Any questions for Gene?

Michael Serpe:

Move approval of Resolution 14-21.

Kris Keckler:

Second.

Kathy Goessl:

We need a roll call vote.

John Steinbrink:

Motion by Mike, second for Kris for adoption of Resolution 14-21. And that's going to stay the same even though you've changed your numbers there.



Village Board Meeting  
July 7, 2014

Kathy Goessl:

What?

John Steinbrink:

You've changed your number.

Kathy Goessl:

Yeah, to \$20,970,000, and that's the resolution that had been passed out to you this afternoon because the same actually happened this morning.

John Steinbrink:

So we have the right number there, okay.

Kathy Goessl:

Yeah, so \$20,970,000.

Mike Pollocoff:

I might add Gene Schulz and Kathy worked on -- because we've had banks coming to us saying they'd like us to consider a private placement financing with them rather than going to market. And so we priced it, and Gene came up with a method for us to price what the sale would be and be able to evaluate that against what the market was. And we did pretty well. I forget what the spread was.

Gene Schulz:

I believe at the time it was about 15 basis points which would have amounted to about \$150,000. We had sent out the private placement notification to 18 different banks including your operating bank which is JP Morgan. And it was determined based on our underwriting estimate of regular underwriting that it wasn't in your best interest. So then we went forward including that refunding with this particular issue which includes the new money for TID #2 projects plus an additional refunding, the \$3,930,000. Did a lot of work on this issue.

John Steinbrink:

Thank you, Gene. We have a motion and a second. If there's no further discussion roll call vote has been requested.

Village Board Meeting  
July 7, 2014

**SERPE MOVED TO ADOPT RESOLUTION #14-21 AUTHORIZING THE ISSUANCE AND SALE OF \$20,970,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2014A; SECONDED BY KECKLER; ROLL CALL VOTE – STEINBRINK – AYE; KECKLER – AYE; KUMORKIEWICZ – AYE; SERPE – AYE; MOTION CARRIED 4-0 WITH ONE ABSENT.**

**B. Consider award of contracts for the construction of Fire Station No. 1.**

Mike Pollocoff:

Mr. President, as you know we're virtually ready to go to construction on the first station. In fact we're having our groundbreaking ceremony tomorrow. We put the project out to bid on June 12th of this year. And it was published on June 19th of this year. Riley Construction, our construction manager, administered the bidding process. We published in the paper, and in fact Riley themselves made calls to subcontractors requesting they bid on the project all the way up to Monday, July 7th. We opened bids on July 9, 2014, and that was a sealed bid opening that the Village conducted per statutes. The bids came in higher than what our estimate was. They came in at \$6,627,589. Our construction estimate was \$5,735,866. So it's 15 percent over.

Although a total of 29 bids were received it was far under the number than we thought we'd look at. And in your packet Riley has provided us an analysis of what the problem was. We've seen this in some of our other bids especially in the site work in that the bidding climate is really active. There's a lot of construction going on, especially Kenosha County. And subcontractors were not able to submit proposals by the deadline. The nature of a bidding process with sealed bids makes the times go farther than if someone is bidding on a private project but that's always been the case. We have no choice but to do that. And we do pre-qualify contractors prior to their bidding so we know that somebody is financially strong enough to carry on the project once they've done it. We've loosened that up so that contractors could submit their bid but they would have to be pre-qualified before the award was made.

If the contractors are busy if they're going to take on the risk of not being able to complete other projects on time they're going to want us to pay for the risk of adding on additional people as soon as they can find them to go through. And we had some construction material projects in the area are resources are readily available, so the labor and material prices budgeted in March have increased significantly. We just had an estimate on the Village Hall portion which is a smaller portion of the project, but this is our first really vetting out of what that project is going to cost.

So with that we've asked Riley to provide recommendations on how to proceed. And as long as he's sitting here, and I want to make sure he's earning his fee, I'd ask Dave Riley to come up and describe the recommendations that they prepared in this report for us to act on tonight.

Dave Riley:

My name is Dave Riley, 3446 16th Place in Kenosha. Thank you, Mike. Yeah, we looked at the strategy of the project in order to keep it rolling because after last winter my mind's already in December thinking about the cold weather coming. There are some contracts that we received bids on that were within our budgets, and we received decent coverage on them. So what we're

Village Board Meeting  
July 7, 2014

recommending to the Village is that they accept some of those contracts so that the work can keep going. Examples would be excavation of the footings, putting the footing and foundations in, cutting the steel loose. The steel actually came in within like \$5,000 of our original budget so I don't think we have a problem there.

On the flip side we're picking the items that do have problems and recommending that we reject those bids, and then Riley goes back to work and see if we can [inaudible] the project to bring it closer to the budget that was established. We kind of had a perfect storm here. The time of bidding which is summer, it's the hottest time for contractors. Secondly you have this market that has just absolutely exploded. It's kind of a catch 22 for the Village because you have businesses moving into this community which helps, but it's hurting on the pricing on this project.

And then the third thing is the sealed bid as Mike talked about. When contractors are that busy they don't want to go to the effort of sealing the bid, hand delivering it and having them opened publically. They're more inclined to put it on a pdf onto the computer and send it off. So those three things and to just give you a stat, two days before the bid was due we had 95 people that said they were submitting a bid. When the bids actually came in we had 33. So that's a huge percentage that decided two days before the bid was due they decided not to submit the bids.

But, again, we had areas where some of the contracts came in within our budgets and we're recommending we proceed with those, and we reject the other areas and come back with another bid package to rebid those areas. That will enable us to stay on schedule with the project with the ultimate goal of getting the building enclosed by winter. Again, the amount of dollars that have to be expended if the building is open during the winter is pretty dramatic especially if we have a winter like we did last year.

Mike Pollocoff:

I might add we went through a value engineering process last Friday, and in round numbers I think we were able to reduce it by about a quarter million dollars. We're looking at removing the rehabbing of the current fire apparatus floor. We'll put that out to bid this winter when we should have a better bidding market. Plus it's going to give us time to further refine and value engineer that project out, too. I mean it's basically turning a garage area into a meeting space and putting an elevator in so the building becomes compliant with current codes. So we'd be looking in the first instance approval to award contracts based on Riley's recommendation. And then the second item would be the rejection, which would need to come through the adoption of a resolution to reject those bids and rebid again.

Michael Serpe:

Dave, if we reject some of these bids now what's the guarantee that we'll get them cheaper later on?

Village Board Meeting  
July 7, 2014

Dave Riley:

Well, there's never that guarantee, but the bidding environment on the old fire station will be much better in January than it will be today. So I think there's a pretty good chance that those bids will come in better than they did. Guys that are bidding on that now are thinking that that work's going now. If they see that it's going to go next spring like March-April they're going to be looking to fill up their backlog and that time.

Michael Serpe:

I hope you're right. I don't see this area slowing down with construction any time soon.

Dave Riley:

The other thing is one of the things that happened on the old fire station is that it was kind of an evolving scope of work because you're trying to solve some problems that have been there. You're turning it into a conference center, and all of a sudden an IT room has got to move and you've got the elevator and you've got ratings of walls and stuff like that. It will give us a little more time to maybe dig in a little further and eliminate some scope that's probably not needed to bring that budget down. And, again, you can't move into that space until the fire station is done, so we've got a little bit more time on that area.

Michael Serpe:

Just a thought in my mind here, once the fire station is completed we can hold off on that project downstairs for -- how long can we hold off? We can hold off for as long as we want really.

Mike Pollocoff:

Yeah, we can. I think one of the reasons for turning that into a meeting space, I mean it's really not a conference center as much as -- right now this is our only meeting room. We used to have a meeting room at Prange and that got filled up by the police department. The court is meeting more frequently than they did before, and we don't have a place to put the judge or the prosecuting attorney, so we're looking at some space going in here. So this is the Village's last meeting space.

So typically we've always made this room available to neighborhood associations, nonprofit groups, Boy Scouts, the whole nine yards. And we're not able to do that. So what we're telling them is you've got to go rent some space somewhere else rather than meet at the Village Hall. The goal of that space doesn't make sense to make offices out of. Although we could stand more office space what we really don't have is meeting space. If we bring somebody in, clients or people that are looking to relocate in the Corporate Park they can bring a dozen people with them and we don't have a place to put them other than get a bunch of people in here. As we've grown we need more space for the public to conduct business about Village affairs here and for the Village staff to conduct its business with a growing community.

Village Board Meeting  
July 7, 2014

So we can put it out to bid, and if we don't get numbers that we feel we can afford or want to do then we just withhold it. Right now we're looking at issuing a bond for that work to take place. If the bond market holds up the way we're hoping it will we could do that. And we could probably structure it so we could return that money if we decide for whatever reason not to do it. But I agree with Dave, a lot of times it would seem like it would make sense if you've got a bunch of work and you bid it altogether and you get the best unit price. But if one of the things doesn't happen for a while then everybody is covering their bases on what it's going to take for them to do that at another point in time. But if we didn't do that work, Village Hall would still continue to operate the way it does, we would still do what we have to do, and we would just lose that opportunity to complete that space.

So I would recommend for 8B that Riley's recommendation for the award of contract to -- let me go through them here. We accept the bids for general condition staffing, excavation, cast-in-place concrete, precast concrete, masonry materials, structural steel and miscellaneous metals, the general trades, aluminum storefront windows and glazing, fire protection, plumbing and mechanical.

John Steinbrink:

That gets us closed in, gets heat.

Mike Pollocoff:

I don't think it gets you heat but it gets you closed in.

Dave Riley:

It takes care of the long lead items out there. Obviously we'll need an [inaudible] contractor, but they don't have as long of lead items as some of these other ones.

John Steinbrink:

So the heat came in high?

Dave Riley:

The electrical came in very high, and we only had two bidders. One was out of Plymouth, Wisconsin and one was local, Pieper Electric. Pieper Electric is actually on the Amazon job. And I called them and said and asked them did they see anything. They were a little surprised that I even called them because they said we didn't really want this job. We just submitted it because your name was on it and we wanted to make sure you got a bid. But we're so busy at other places. So you get something like that and reject it. We need to get some other people interested, and we have to look at value engineering a little bit with the scope of work. Ultimately these contracts will help us keep this thing rolling and get it enclosed so that we're not having those costs creep up on us.

Village Board Meeting  
July 7, 2014

Michael Serpe:

So we're looking for a total of \$2,269,460?

Mike Pollocoff:

\$2,339,710 and the performance bond is \$19,333. So the contracts being awarded will be \$2,339,710 with the understanding the performance bond will be \$19,333.

Michael Serpe:

I make that motion, Mr. Chairman.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Further discussion? Any further questions? You're going to come up for the next one. Further discussion?

**SERPE MOVED TO AWARD CONTRACTS 1.00, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.11, 1.18, 1.19 AND 1.20 FOR THE CONSTRUCTION OF FIRE STATION NO. 1, INCLUDING THE PERFORMANCE BOND IN THE TOTAL AMOUNT OF \$2,359,043; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**C. Consider Resolution #14-23 rejecting certain bids for the construction of Fire Station No. 1 and the bids received for the Village Hall Renovation Project.**

Michael Serpe:

Any more explanation on Item C?

Mike Pollocoff:

No. We've listed the ones that are going to be rebid. By resolution we need to state the reason that we're doing it is they've exceeded the budget for the nature of work and there were not enough bids. Statutes provide us a reason to be able to do this. And so it's my recommendation that we be authorized to reject the bids and rebid this work again.

Steve Kumorkiewicz:

Make a motion to adopt Resolution 14-23.

Village Board Meeting  
July 7, 2014

Michael Serpe:

Second.

John Steinbrink:

Motion by Steve, second by Mike. Discussion? I notice you have overhead doors on there?

Dave Riley:

That's funny you bring that one up. That was a big category. We didn't get any bids in sealed but they faxed it to us. And that one actually was in great favor. It was almost \$50,000 less than our budget, but they didn't submit it as a sealed bid. And we said, well, why didn't you follow the instructions? And they said we don't have time to do that. So that's kind of what we're contending with right now is people are just so busy that they don't want to take the extra effort to do some of the things that are required for public bidding. So we just have to -- what we're going to do next round is we're going to send them the envelope with the postage on it. All they've got to put it in there, seal it and send it. We're going to try to make it a lot easier for them to see if we can't solve that problem.

Mike Pollocoff:

And if that's a problem, we'll find out where they are and we'll have somebody go lick it for them.

Kris Keckler:

Mr. Riley, if you wouldn't mind is there an advantage point and industry awareness by delaying this and putting it back out to bid is it the hope I guess to give an idea of what might be more favorable, that we're just going to get a larger amount of bids or people will rebid with a more favorable amount or estimation based on the timeliness of it. And I had that question posed before you brought up even the notion that somebody failed to submit it in a sealed fashion because they were too busy or didn't have the time. And I just wonder about the quality or the seriousness that some of them may place in this level of a project.

Dave Riley:

Yeah, I would say that we're going to get a lot -- our goal is to get a lot more bids in each category. I usually am comfortable with three or four. At least you've got some comparison between bidders and you know they were actively bidding it. So that's our goal. Now, some of these scopes are going to change. Like electrical we're going to reduce what was in that scope of work to lower that budget so that pricing is going to come in very differently than what it came in this time. So there's kind of two things that we're going to try to do is secure more bids and to also value engineer and change the scope down so we're more in line with the budget established for the project.

Village Board Meeting  
July 7, 2014

Kris Keckler:

Alright. Thank you for that and thank you for your efforts, too, to help this project come along and obviously develop a quality fire station.

John Steinbrink:

Any further discussion.

**KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #14-23 REJECTING CERTAIN BIDS (CONTRACTS 1.05, 1.09, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17 AND 1.21) FOR THE CONSTRUCTION OF FIRE STATION NO. 1 AND THE BIDS RECEIVED FOR THE VILLAGE HALL RENOVATION PROJECT; SECONDED BY SERPE; MOTION CARRIED 4-0.**

John Steinbrink:

Let the record show the vote was four in favor with one absent.

**D. Consider Professional Services Agreement with Gestra Engineering for materials testing for Fire Station #1.**

Mike Pollocoff:

Mr. President, we received a bid from Gestra Engineering of Kenosha to do the initial soils testing and the geotechnical report for this project. The scope of work is necessary to take place to make sure this thing is constructed on stable soils and we know what we have to do if we have to make corrections. Gestra's proposal for the work is based on days and work that needs to be done. We've set the benchmarks that we wanted to achieve in getting the work done. Gestra's done other work for us in the Village before. Their proposed fee is \$11,834. I'd recommend the Village President be authorized to execute a contract and agreement with Gestra.

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion?



Village Board Meeting  
July 7, 2014

**KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GESTRA ENGINEERING IN THE AMOUNT OF \$11,834 FOR MATERIALS TESTING FOR FIRE STATION #1; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

John Steinbrink:

Vote is four and one absent.

**E. Consider Professional Engineering Services Agreement with Clark Dietz for the final design of additional parking off of Terwall Terrace in Prairie Springs Park.**

Mike Pollocoff:

Mr. President, part of the original project with the park and ride was to expand our number of spaces since we have them, but we didn't accomplish everything we did. So what we're looking at doing is having Clark Dietz come in and work with us on the design to take a look at the land that's in the ballfield park. You can see right there that shows what that lot would look like. On the west side of that is future station 3. So when station 3 happens we already have a layout for what that station is going to be and that will land right in that one spot. To the east is the existing ball fields and playgrounds. This parking lot would fit in that area.

The second thing that we were going to have included in the park and ride was the opportunity to retail uses to be in there. This is as unusual as it gets. DOT brought that project to us originally and said, well, if you had some retail in here you could use the retail that will pay for your expenses for the park and ride. So we submitted the plans, we were working the whole process to get that done, and it was all said and done and they said we don't want retail in the park and ride because it might impinge on the wetlands. So we had some anticipation that we were going to derive some revenues off of the retail but then they wouldn't let us put it in.

So what we did is we took a look at what it would take to provide retail on the lots that are described there. And Tom Shircel has had some discussions with vendors who are interested in doing that with us. So that would take care of this. Plus with this we would finish curbing those lots. Right now if you think about it it's grass and pavement. So we would curb those around. So my recommendation is we authorize Clark Dietz to contract to get that work done for us and come up with a design so we can put it out to bid. And I think we're running late in the year so I don't want to take the same problem we're having with the fire station and have it come into here. So we may get the design done and do this work next year or depending on how it goes we might do gravel or what have you.

Michael Serpe:

What type of commercial are you looking at, Mike?

Village Board Meeting  
July 7, 2014

Mike Pollocoff:

We've had retail establishments that have long pieces of bread that they fill with things without naming one in particular. The Community Development Authority had a market study done for their properties on the Interstate, and at the same time we asked them to take a look at the park and ride to see what those uses could be. And they felt there was an immediate demand for restaurants, a sports bar, that given the traffic number there and the nature of the traffic that there would be no problem for selling in either one of those uses. That market study is probably two years old right now. The only thing that's different is the retail lots would not be in the park and ride they'd be next to it. And actually they would be more visible than they would have been in the park and ride.

Michael Serpe:

I make a motion to award the Clark Dietz final design for additional parking off Terwall Terrace.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

Steve Kumorkiewicz:

One quick question, Mike. Where is the Fire Station 3 going to go, right at the entrance?

Mike Pollocoff:

It's going to be right along Terwall Terrace where it comes out at 165. So the corner of Terwall and 165.

Steve Kumorkiewicz:

Okay, thank you.

John Steinbrink:

Any further comment or question?

**SERPE MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CLARK DIETZ IN THE AMOUNT OF \$28,500 FOR THE FINAL DESIGN OF ADDITIONAL PARKING OFF OF TERWALL TERRACE IN PRAIRIE SPRINGS PARK; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

Village Board Meeting  
July 7, 2014

**F. Consider Approval of a Contract with Kenosha Grounds Care to complete the final landscaping in Creekside Crossing Addition 1.**

Mike Pollocoff:

Mr. Spence, would you describe this one for the Board?

Mike Spence:

Sure. Mr. President and members of the Board, this is a development item that needs to be completed for the Creekside Crossing project. It's Addition 1. And the east part of the development has been completed to the point where final landscaping can be installed. The final landscaping includes 52 trees and cul-de-sac plantings. This is the area of Creekside Crossing that's involved here. This is Creekside Circle. There are single family homes here and then duplex condos here. So the landscaping hasn't been installed.

So we took bids -- this is the landscaping plan. We took bids from two contractors to furnish and install the trees, and we received two bids. One from Breezy Hill Nursery and the other one from Kenosha Grounds Care. As you can see the Kenosha Grounds Care was the low bid at \$18,706. They've done a lot of work for the Village, and their bid was acceptable. So I recommend that the bid for Kenosha Grounds Care for this landscaping be accepted. I'd be glad to answer any questions.

Kris Keckler:

Move to accept the administration recommendation.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**KECKLER MOVED TO APPROVE A CONTRACT WITH KENOSHA GROUNDS CARE IN THE AMOUNT OF \$18,706 TO COMPLETE THE FINAL LANDSCAPING IN CREEKSIDE CROSSING ADDITION 1; SECONDED BY KUMORKIEWICZ; MOTION**

**G. Consider Professional Engineering Services Agreement with Nielsen Madsen & Barber for binder paving in the Village Green Heights Subdivision Phases 4-D, 4-E and 4-F.**

Village Board Meeting  
July 7, 2014

Mike Spence:

Mr. President and members of the Board, this is a continuation of the ongoing paving for the Village Green Heights Subdivision. It's Phases 4-D, E and F. It includes portions of 47th Avenue, 48th Avenue and Main Street. These are the sections that would be paved. We have 48th Avenue, 47th Avenue and Main Street which is here. Each year the developer has been doing a little bit more. Two years ago they did this and Main Street, this portion of Main Street. Last year they did this portion and Main Street. So this will basically complete the binder paving for the project. And it also will include the installation of sidewalks along Main Street which is part of the major development plan.

Nielsen Madsen & Barber submitted a scope to us that was also reviewed by the developer to do construction services, field staking, observation and various construction administration activities. Their proposal was for \$35,798.80. We would pay Nielsen Madsen & Barber, and we would be getting reimbursed from Land & Lakes for these services. Nielsen Madsen & Barber had done the contract inspection for the last couple of projects in Village Green Heights. So I recommend that that contract be executed by the Board. I'd be glad to answer any questions.

Michael Serpe:

That's [inaudible]

Mike Pollocoff:

Correct.

Michael Serpe:

[Inaudible]

Mike Spence:

I didn't hear the question.

Mike Pollocoff:

The paving, did you give an estimate on what Land & Lakes is doing on the paving?

Mike Spence:

They do have a contract. I don't have that information in front of me.

Michael Serpe:

That's all paid for by --

Village Board Meeting  
July 7, 2014

Mike Pollocoff:

They pay for it.

Mike Spence:

Land & Lakes pays the contractor directly.

Michael Serpe:

So moved.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any further discussion? Those in favor?

**SERPE MOVED TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH NIELSEN MADSEN & BARBER IN THE AMOUNT OF \$35,798.80 FOR BINDER PAVING IN THE VILLAGE GREEN HEIGHTS SUBDIVISION PHASES 4-D, 4-E AND 4-F; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**H. Consider Resolution #14-22 for a Floodplain Boundary Adjustment on the Wisconsin Electric Power Company property located at 8000 95th Street for the proposed ladder track project.**

Jean Werbie-Harris:

Mr. President and members of the Board, on June 9, 2014, the Plan Commission conditionally approved a conditional use permit including the site and operational plans for We Energies to install a new ladder track on the west side of the Pleasant Prairie Power Plant. The track is being installed to offer a location to perform repairs on railcars for the We Energies property. And this will reduce the number of railcars that would otherwise need to be removed and then returned from the site after being repaired elsewhere.

During the public hearing at the Plan Commission it was determined as part of the conditional use permit that a 100-year floodplain boundary adjustment would be needed because of a small area of floodplain that was needing to be filled as a result of this project. So as a result the petitioners are requesting approval to place fill within the current floodplain limits along the west side of the project adjacent to the Jerome Creek. Specifically the petitioner is requesting approval of a floodplain boundary adjustment then to remove 133 cubic feet of floodplain and to create 160 cubic feet of floodplain to compensate for that floodplain being filled next to the ladder track. The Plan Commission held a public hearing related to this matter last week Monday and

Village Board Meeting  
July 7, 2014

approved subject to the comments and conditions. And the staff is recommending that the Village Board also approve the floodplain boundary adjustment as presented.

Kris Keckler:

Move to accept the adjustment.

Michael Serpe:

Second.

John Steinbrink:

Motion by Kris, second by Mike. Further discussion? Jean, are they going to do any rehabbing to the Jerome Creek there to clean it up a little bit so it flows?

Jean Werbie-Harris:

No, nothing is proposed.

John Steinbrink:

Can we ask them?

Jean Werbie-Harris:

We certainly can.

John Steinbrink:

Okay.

Jean Werbie-Harris:

Is it the situation of an animal dam building situation?

John Steinbrink:

It's all sorts of situations. With the new development farther to the north we've got increased water coming through, and it needs to continue its path. They seem to be holding one of the bottlenecks there traveling under the railroad, back through the railroad. I guess there are going to be multiple parties working on that.

Jean Werbie-Harris:

I'll discuss it with them.

Village Board Meeting  
July 7, 2014

John Steinbrink:

Okay. No further discussion?

**KECKLER MOVED TO ADOPT RESOLUTION #14-22 FOR A FLOODPLAIN BOUNDARY ADJUSTMENT ON THE WISCONSIN ELECTRIC POWER COMPANY PROPERTY LOCATED AT 8000 95TH STREET FOR THE PROPOSED LADDER TRACK PROJECT; SECONDED BY SERPE; MOTION CARRIED 4-0.**

John Steinbrink:

Motion carries four, one absent.

- I. Consider a Development Agreement between Riverview Group, LLC and the Village of Pleasant Prairie pertaining to the development of the Riverview Corporate Park generally located south of 110th Street, east of 116th Street and north of 122nd Street.**

Mike Pollocoff:

Mr. President, the Riverview Corporate Park is a development that, as you indicated, is basically to the east of Prime Outlets, south of 110th Street, and it goes all the way down to ML. And it's divided in two phases where there's a creek or waterway that divides it in two phases. The first phase improvements are \$3.7 million. What we've come to an agreement with Riverview is it makes sense for the improvements to start on the first phase since they end right at the end of 108th Avenue. And that provides two buildings that you can see in Phase 1 that could be developed.

And then the second phase we'd come back and amend this agreement and do something later. But for us to start at the bottom at 122nd and work our way north all the utilities are coming from the north and we need to get the development going that way.

So in this agreement it's identified as part of Tax Increment District #2 we've bonded tonight for \$2.7 million for the sewer, the water and the grading. And we've also in this agreement secured the Village to make sure that for whatever reason that work was interrupted or what have you then the letter of credit is posted so that the Village is made whole if we need to complete this or if it doesn't happen the letter of credit would be issued basically when the developer begins the project or authorizes it to start with it.

So my understanding from the Village Engineer is the design is virtually done. We just need to clean up some things on it and get the permits and approvals so whenever they're ready to go it will be another area of businesses that can be developed. And if you think back this is one of the areas that the Village slated for the new M-5 District for manufacturing jobs. In fact, Mr. Good and his staff were instrumental in helping us write that ordinance. At first they indicated it would

Village Board Meeting  
July 7, 2014

be troubling, and so we said then why don't you help us write it so it's not. So they did, and we still came up with a good M-5 ordinance to provide jobs in that area.

So these will not be warehouses. They could be offices and manufacturing, and they could have a warehouse to the extent it's only for their use as far as their production. So I'm looking forward to see what they do on this. And I'd recommend that the Village Board authorize the Village President and Clerk to execute the agreement with Riverview, LLC.

Steve Kumorkiewicz:

Make a motion to approve the development agreement.

Kris Keckler:

Second.

John Steinbrink:

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

**KUMORKIEWICZ MOVED TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN RIVERVIEW GROUP, LLC AND THE VILLAGE OF PLEASANT PRAIRIE PERTAINING TO THE DEVELOPMENT OF THE RIVERVIEW CORPORATE PARK GENERALLY LOCATED SOUTH OF 110TH STREET, EAST OF 116TH STREET AND NORTH OF 122ND STREET; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**J. Consider Resolution #14-20 authorizing the disposal of two surplus vehicles.**

John Steinbrink, Jr.:

Mr. President and members of the Board, again I come to you with authorization to dispose of two vehicles in the public works fleet. As you know by the time I come to you with these vehicles they're normally worn out pretty well. They've definitely seen their useful life. One is a 1986 which really doesn't seem that long ago until you do the math and it is 18 years. And the other one is a 1993, much nicer vehicle. We had power windows and locks in this one so it's kind of a luxury one for the public works. We hate to see it go, but it definitely has exceeded its useful life. They're starting to acquire a lot of repairs, and I would ask for authorization to dispose at this time.

Steve Kumorkiewicz:

Are you planning on getting any money on this?



Village Board Meeting  
July 7, 2014

John Steinbrink, Jr.:

Yeah, historically we auction these off with J.J. Kane Auction, it's in South Beloit, and we get just over \$1,000 per vehicle. I'm not sure who's buying them but I hope that they are at the auction on a regular basis purchasing our vehicles.

Michael Serpe:

The only thing that scares me is after we sell them they go back on the road and that could be a problem.

John Steinbrink, Jr.:

We take the stickers off and they own the title and so we have no liability.

Mike Pollocoff:

The names of the innocent are protected.

Michael Serpe:

I'd move approval of Resolution 14-20.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**SERPE MOVED TO ADOPT RESOLUTION #14-20 AUTHORIZING THE DISPOSAL OF TWO SURPLUS VEHICLES; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**K. Consider reappointments to the Community Development Authority.**

Mike Pollocoff:

Mr. President, this appointment for positions comes up at a different time for everybody than everywhere else. There's two terms that are up right now, and those are the one year terms for what is a statute required Board members. The Board members are yourself as Chairman of the Authority and Mike Serpe. It's a requirement we have two Trustees, someone from labor, someone from business, someone from construction, someone from finance, somebody at large. So I'd recommend that the appointments as identified be approved and authorized tonight.

Village Board Meeting  
July 7, 2014

Kris Keckler:

Move to accept the recommendations of the appointees.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Any discussion? Other than I can say it's a good group of people, it's a well balanced group of people, and we have a lot of community input into what we do. And they have a lot of foresight into what needs to be done in the community and often lends their expertise to our decision making. With that I'll call for a vote.

**KECKLER MOVED TO APPROVE THE RECOMMENDED REAPPOINTMENTS TO THE COMMUNITY DEVELOPMENT AUTHORITY AS FOLLOWS: JOHN STEINBRINK AND MIKE SERPE TO ONE YEAR TERMS; LARRY NELSON TO A THREE-YEAR TERM AND GARY HUTCHINS TO A FOUR-YEAR TERM BEGINNING AUGUST 5, 2014; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

- L. Consider the request of VIDHYA Corp. VIII, Inc. to implement a payment plan for delinquent invoices so the liquor and cigarette licenses for the premises known as BP AM/PM located at 10477 120th Avenue can be issued.**

Mike Pollocoff:

Mr. President, we've got a staff report here and I'll just kind of go through it. On May 2, 2014, R & D IV, submitted applications to renew both the Class A Fermented Malt Beverage License and the Cigarette and Tobacco Products License for the BP AM/PM gas station located at 10477 120th Avenue. On June 2, 2014, the Village Board approved the renewal application for the Class A Fermented Malt beverage license to Syed Hussain, Agent for R & D IV, Inc. As with all licensed establishments, the approval was subject to payment of license fees, publication fees and any delinquencies of property taxes, personal property taxes, inspection fees, utilities and invoices prior to the issuance of any license. The Clerk has the authority to issue a license for cigarette and tobacco products license in accordance with Village ordinances without the Village Board approval.

On June 6, 2014, there is a letter attached here that was sent to R & D IV indicating the Board's approval of the liquor license which letter included a listing of the license fees and delinquencies due before any licenses were to be issued. On June 9, 2014, Syed Hussain visited the Village Hall and requested from the finance department an accounting of the delinquent invoices and that information was provided to him.

On June 30th the property owner paid the delinquent property taxes in the amount of \$27,279.35. At that time, Vesna Savic, Deputy Village Clerk, told the BP representative that until the

Village Board Meeting  
July 7, 2014

delinquencies were paid in full, they could not sell tobacco or alcohol products. The Police Department visited the property on July 1st and found that tobacco and alcohol were still available. Syed Hussain was instructed to remove these products or citations would be issued. On July 2, 2014, a police officer once again visited the property and found the tobacco products were removed from the shelves and the coolers with the alcohol were locked. The Police Department has visited the property numerous times since July 2nd to make sure these products are not being sold.

On July 16, 2014 at 2:00, a representative from Attorney Mike McTernan's office arrived at the Village Hall to pick up the licenses. He had numerous checks - one dated July 16, 2014 in the amount of \$10,000 and weekly post-dated checks to pay off the delinquencies. Unbeknownst to myself or the Clerk the Village Engineer discussed and approved a payment plan with the Village's attorney and Attorney McTernan was told he could submit the checks and the licenses would be issued.

In my discussions with Jane Romanowski, Jane went to the front lobby to inform the representative from McTernan's office that the tobacco and liquor licenses would not be issued until all fees are paid. The representative then called Attorney McTernan on a cell phone and proceeded to hand the phone to Ms. Romanowski. She informed Mr. McTernan that the Village Administrator nor her were aware of any deals which were reached regarding a payment plan for the delinquencies or the issuance of any licenses. Jane informed Mr. McTernan that the check dated July 16, 2014 in the amount of \$10,000 could be receipted through the finance department as a payment on the account but that we would not accept any post-dated checks.

Mr. McTernan then said no payment would be made and he was upset with the Village not being willing to abide by the agreement structured by Mr. Spence and the Village's attorney. Jane had indicated to Mr. McTernan that she had no authority to issue any licenses contrary to Board approval or what clearly would be in violation of Village ordinances. Mr. McTernan submitted the attached request for the Board to consider a payment arrangement whereby the licenses could be issued and payment of any delinquencies could be made at a later date.

Section 194-6 (B) of the Municipal Code states: "No license shall be granted for operation on any premises upon which property taxes, personal property taxes, assessments, special assessments, utility payments or invoices are delinquent or other financial claims of the Village are unpaid." The same exact language exists in Chapter 214-2(E) of the Municipal Code of the Licenses and Permits regulations which applies to the issuance of the Cigarette and Tobacco Products and Retail License.

The license and publication fees are \$370.00; as of July 3, 2014, the delinquent invoices for legal fees, engineering, community development, sanitary sewer, weights and measures and consulting fees totaled \$66,832.72 as shown in this attachment. Other than the June 30th payment of the delinquent property taxes in the amount of \$27,279.35, no payments have been made on this property's account since October 30, 2013.

I'd like to remind the Board that they have not deviated in approving liquor licenses in any manner other than abiding by the ordinances and laws established by the Board, and that is how

Village Board Meeting  
July 7, 2014

the Village Clerk has been applying them. So BP through their attorney has provided a letter indicating that they'd be asking us to support their request for payment plans pursuant to Schedule A attached. They've indicated all payments but for delinquent invoices, sewer, engineering, legal fees, community development have been paid, and they request the approval of a payment plan.

So I don't and neither does the Village Clerk have the authority to go back on what the Village Board voted on when the licenses were granted. And from the staff's standpoint we don't have the authority to circumvent that ordinance. So my only advice to Mr. McTernan and his client was they would have to request the Board to consider doing that, and the staff is not able to do that, and that agreement shouldn't have -- there was no agreement. It was a handshake agreement, but there was no written agreement to make a payment plan. So with that I'm sure Mr. McTernan has some comments or thoughts that he'd like to express as well.

Michael McTernan:

If I may. Michael McTernan, 6633 Green Bay Road, Kenosha, Wisconsin. I'm here on behalf of the property owner R & D IV, Inc. in connection with the request to have the Village Board approve a payment plan that had been negotiated between the Village Attorney and myself and my client and Mr. Spence that we thought was a resolution to address the Kafkaesque and the nightmarish situation we're dealing with when my client gets a \$66,000 bill. I'd like to come back before the Board and address the just absolute surreal nature when someone delivers to my client a \$46,000 engineering bill a month ago.

\*(Clyde Allen in attendance at meeting )

It's something that we need to bring before this Board because when my client sat down and entered into a settlement agreement with the Village they expected to pay Mike Spence's time that it takes him to oversee the work that we're doing at the BP site. They expect to pay Jean Werbie's time that it takes to address things that address on the property. But they are as astounded as I am to have a \$46,543.83 bill delivered from Drake Consulting that I have never seen the bills for and that I have no idea how a bill of that magnitude is generated and then presented to the Village under the auspice that an understanding that my client will pay the reasonable fees and costs incurred by the Village to oversee my client's site.

And, again, this is a site if we continue to step back it's a property that my client's have never contaminated. They bought a site that was contaminated by a prior property owner. It's a nightmare. They're addressing it, they're dealing with it. They have spent over a million dollars since they've purchased this site to address this nightmare, and it just doesn't end.

I don't blame Ms. Romanowski, I don't blame Mr. Pollocoff, and I'm here thankfully to Mr. Pollocoff and Ms. Romanowski saying let's go before the Village Board and see if we can address how to deal with a \$66,000 invoice that's delivered to my client. Now, there were portions of it that had been delivered prior and my client had not paid it and he should of because those were part of the settlement agreement we had with the Village. My client was to pay for Mr. Spence's time that was invoiced monthly, pay for Ms. Werbie's time that was invoiced

Village Board Meeting  
July 7, 2014

monthly. Even Mr. Geraghty when he was involved it was invoiced monthly and he should have paid those.

But what astounds me and what really just jumps at you, and I don't know another single property owner in the Village of Pleasant Prairie that has a mom and pop shop that could get presented a \$46,543.83 engineering bill to babysit a project for a year and say I need you to write a check. Because that's what 70 plus percent of this bill is one guy who all he did from what I understand, because I haven't seen any of the details, is he oversaw what we did. He oversaw my engineers. He looked over the shoulder of my environmental consultant. Looked over the shoulder of my engineering and environmental attorneys. Looked over the shoulder of the consultants that we had on site. Looked over the shoulder of the contractors we had on site that my client paid.

And I'm baffled and I'm just to a point my client is sitting here saying I guess shame on me that I agreed to a settlement agreement that included reasonable fees, and had these fees been presented to me from an engineer \$4,000 a month for ten straight months I would have screamed and stopped and then came to the Board and said I need relief. This is insane. We didn't know about it until the bills were presented. Bills came moments after -- and my client collected them all and brought them to me after we were before the Board the last time and said, oh my gosh, I got this letter on June 6th that came and after we were here before you to approve my settlement agreement, even Plan Commission, to allow us to continue on for another year and have the continued monitoring of our site, the continuing cleaning of contaminated water that is on the site not from contamination by client placed on the property.

So I'm coming to the Village because the client is in desperate need of meeting his liquor license and tobacco license. I know Mr. Pollocoff mentioned that the police were there on June 2nd. On June 30th when they closed business they locked down all the coolers, they knew they didn't have license because they didn't get one. They locked down the cigarettes that are behind the counter and have never sold a pack of cigarettes or a bottle of alcohol since June 30th. I know the police came in and asked them to have it all removed which my client did on June 2nd, but they never sold any. So I understand what the license requires and the license allowed but they've never violated their license. Because when it expired on June 30th they stopped selling.

But I'm now before you asking for a way because my client doesn't have \$66,462.70 with interest climbing now to \$67,000 to just simply write a check, especially after they have spent the better part of two years spending over a million dollars trying to address this site. As a result I look for you to give us some relief. If you can understand the predicament he's in he needs the business to be able to survive. He needs the licenses to be able to survive. And more importantly I need to come back before this Village Board and have a modification of our settlement agreement because it was never envisioned that the client would have to pay these enormous costs especially tied to the engineers to in essence double billed. They're getting bills from their own engineer and now they're getting bills from the Village engineer. We could have hired a full-time employee for the Village of Pleasant Prairie to sit there at the site eight hours a day, 40 hours a week at \$46,000.

I look for you for help. I look for you to give some relief for him. You've seen everything he's done on site. This is a long-term project. Ten years plus I'm thinking. And the DNR is requiring

Village Board Meeting  
July 7, 2014

us every month to report to them what's going on. We report to the Village of everything that goes on there. The Village knows we disclose everything. But we need to come back before this Board and stop the double billing of engineering, the double billing of testing. I don't mind and my client doesn't that Mike Spence and Jean Werbie and the rest of the Village have time and materials that they charge the client to see what's going on. They understand that. And they understand that they're willing to write a check over time to pay what they've incurred to date. But I need this to end. I cannot have double bills. I cannot continue to come back another year from now and have another \$67,000 in invoices and saying you don't get your liquor license again because you've got to write another check.

So I look for you for help, I look for you for the payment plan that we have presented which my client is more than willing to abide by. He just doesn't have the cash to write a check to clear this off. And however you want to fashion it we're there. The goal was to pay \$5,000 a week. He was asked to pay \$10,000 up front to try and pay some portions of the bills faster and \$5,000 every week. And the client said I'll post date checks and just deliver them to you so you can deposit them on every Tuesday of every week and deposit them. It's the way their system works and the way their cash flow works. They get paid on Mondays and the funds will be there on Tuesdays and they could float that way. They're using the Village as a bank, I understand it. But more overarching all this I need to get back before the Village Board with some greater relief than just this. Thank you.

John Steinbrink:

Mike?

Mike Pollocoff:

I guess I understand where Attorney McTernan is coming from, but the reason we used a consulting engineer is we have three civil engineers on the staff, but we didn't have staff expertise to deal with the petroleum issues that we were dealing with. And we were pretty open about the fact that we needed to bring on expert help to do the work that we were not able to do. So they were providing consulting services to the Village in helping us evaluate the problem that was out at BP Amoco.

You've got to think back as we first notified BP Amoco of the problem we went months without even getting an answer from them as to what was taking place. Subsequently as citations were building and we were having an ongoing problem they come to the table, and if you think back to the Plan Commission meetings and the Board hearing they had indicated that in the settlement agreement they agreed to pay our fees. I don't have anybody on staff that deals with the consultant in these issues. We just don't have that. And we were up front about that at the beginning. I don't think the Village taxpayers should, one, expect that our existing civil engineers are experts in leaking petroleum products or site work or sampling or whatever. Until we came to a point where we were confident that BP Amoco would do the work, would do the sampling, would live up to everything, we needed to be able to evaluate where we stood with that and what they were doing and what they weren't doing and be able to evaluate their engineer's proposals for recommendations to fix this.

Village Board Meeting  
July 7, 2014

I don't think is double engineering. I think the amount of time that our engineers spent it was significant, but it was really to coordinate the work that was happening as far as being able to evaluate what was happening. We needed to bring in an outside consultant to do that. Now, if the outside consultant if there's an issue with this he billed us all at once instead of billing it over time. But that doesn't negate the fact that work was done along the way. I don't think its double dipping. It's what it took for us to be able to deal with this thing.

Ideally a local government shouldn't have to deal with this. They should have had to deal directly with the DNR for their violations. For whatever reason they couldn't. We had obligations in order for our clean water ordinance to make sure that contamination of that Des Plaines Water Shed didn't occur, and we had a difficult time getting them to the table to make that happen. So if McTernan and his staff think its high and they're not happy with the number I can appreciate that. But to say that the settlement agreement should be amended because we were somehow feeding somebody extra money or contract money to get this thing done there's nobody on staff that can do that. We said right at the very beginning that we had to contract out that expertise and we did.

In my level of concern in making an adjustment in this is just as I said before, we have an ongoing history of payments not being made from these people. And to accept a stack of post dated checks and use them as, one, an agreement or a tacit agreement that they're now entitled to their liquor license and all their obligations are done I don't think, I know it doesn't satisfy our fiduciary requirements for our receivables. And secondly I just think the Board and myself as staff didn't have and still don't have the legal authority to supersede the ordinance that says you have to pay everything in full. We're not doing this be punitive, but on the other hand the bills that have accrued are the bills that have accrued. That's all I have to add.

John Steinbrink:

Mike?

Michael Serpe:

Mike, this started out contentious with the Village and BP. You got involved, brought some civility to it. But still things were taking place that we were not corresponding back and forth mostly on the part of your client. And your own admission they didn't come forward with something. And here on April 25th, April 25th the bill was submitted to your client for \$46,000 from Drake Engineering. That was April. It was sent --

Michael McTernan:

And I didn't receive it and my client was brought to his attention on June 11th. I don't know where the disconnect was. And I'm not even looking to amend the existing contract as it relates to this issue. I'm not asking for that. I apologize if you think I want to amend to go back in time. I want to resolve this, address this and address it now. But going forward I need to stop having -- because we do have the DNR involved. The DNR is all over this project.

Village Board Meeting  
July 7, 2014

Michael Serpe:

We all admitted that.

Michael McTernan:

So I'm looking to stop Drake from continuing to send me a \$46,000 bill next year. And, secondly, the point of the invoice we didn't get the invoice -- I don't know where it went. It didn't come to my office until I received it in June after I had the Board meeting. I know it's dated April 25th. The minute I got it I called the Village and said can I have the details. I've never seen this, and all I got is the same thing you did, a rundown of invoices. Had we been billed monthly it was something I would have addressed monthly.

Michael Serpe:

But again, Mike, this always come back to lack of communication on the part of your clients with their own attorney. And then you're coming trying to rectify the situation with us. Yeah, this is a very unique situation, extremely unique. We've never experienced something like this at least to this magnitude. And now in essence you're asking us to violate the ordinance.

Michael McTernan:

I'm asking you for an exception because of an issue that's so unique that someone has presented \$66,000 of bills. I'm not asking for anything more than 12 weeks. That's all I'm asking. If this had been presented months ago and I knew that Drake was going to be presenting a \$46,000 bill it was something I would have addressed months ago. But that's the kicker that pushes it over the top. I mean the balance of it we would have had paid by now. We would have had the whole amount, the other \$20,000, paid by now. And that's why I reached out to Mr. Geraghty and said can we come up with a plan and an agreement. He said, yeah, we can do this, this is something we can work out, unbeknownst to him that the Village ordinance prohibits such an agreement.

Michael Serpe:

Did they give you a reason why they didn't present this bill to you in April when they got it?

Michael McTernan:

They said they didn't see it when they got it. I don't know, maybe they got it in May, maybe they got it in June, but it goes to Chicago. It didn't come to the local office in Kenosha. And when I had originally asked any of these invoices that come through to provide copies to me right away so I could address it because I would have worked out a payment plan then and said let's start chewing this away before the June 30th bill come up because I know it's an issue with the liquor license. I know that any outstanding invoices, that's why they paid the tax bill and those obligations that were out there by June 30th.



Village Board Meeting  
July 7, 2014

Michael Serpe:

I'm going to take you at your word that they didn't see the bill but I'm not going to believe that, I'm not going to believe that.

Michael McTernan:

I understand.

Michael Serpe:

And the reason I say that is because there's been too much of this for the last two years of we didn't get this, we can't do this, they don't respond until the pressure was put on them through you.

Michael McTernan:

The problem is you're going to close the doors down, they're just going to shut down. They're going to go out of business and that's the problem we have. They're going to go out of business.

Michael Serpe:

I don't know what we can do.

John Steinbrink:

Jane, has this ever been done any other way? We always had payment.

Jane Romanowski:

Payment has always been made before a license has been issued out of my office.

Kris Keckler:

I have a question on historical precedence for something like this and thank you for answering it. Looking at the payment plan, though, was there any investigation as to going to a financial institution that actually is in the business of loaning money for short term?

Michael McTernan:

They have. They've borrowed over a million dollars to deal with this issue in the last two and a half years. They've been wiped out.

Village Board Meeting  
July 7, 2014

Kris Keckler:

Okay, but the assurance that a financial institution couldn't back this short-term loan is something that the district would be expected to pick up the risk for?

Michael McTernan:

They've exhausted their avenues of lending at their institution. They're doing the rest with cash flow.

Michael Serpe:

Mike, if a payment plan was put into effect how much time are you asking for?

Michael McTernan:

Twelve weeks. Twelve weeks.

Michael Serpe:

Twelve weeks?

Michael McTernan:

\$5,000 a week, \$10,000 tomorrow and \$5,000 a week every day thereafter until paid in full.

John Steinbrink:

With the engineering still continuing, correct?

Mike Pollocoff:

Drake's work I think by and large is done. I mean we still have engineering we have to do, but the work that was done is we had a series of negotiations and discussions to come up with how this thing was going to come to a conclusion. Because you've got to remember this thing ran for a long time trying to find a way that what work was going to happen, when it was put in, did it work, evaluating whether or not it worked, sampling. Yeah, we did have Drake looking over their shoulder because we had been provided for quite a while misleading information, information that was incomplete. We needed something to be able to evaluate whether or not what we were providing was accurate and correct or not as well as assist Attorney Geraghty in his negotiations on the settlement agreement.

Mike Spence:

I just wanted to comment on a couple things. As far as the Drake bill maybe they should have billed on a monthly basis. However, I did talk to them and they said a lot of clients prefer to be

Village Board Meeting  
July 7, 2014

billed at once. But the other thing is when this whole thing was set up with an environmental contamination project compliance monitoring is always part of it. You don't just have the owner hire someone and do the samples. You always have a checks and balance. And that's part of what Drake did. Secondly, the fact that they did do the compliance monitoring and it was consistent with the results that were obtained from the BP's consultant that allowed them to drop some of the frequency of the sampling requirements. So it actually ended up reducing the cost.

And then thirdly the amount of the bill should not be a surprise in that they are paying to have the same sampling done, and they should know what it costs. And we're not sampling anywhere near as much as what they are but it is compliance monitoring. So I think the fact that this compliance was done actually helped them move quicker along the process to cut back on sampling and reduce costs.

Michael Serpe:

Can I make one other mention? As I understand it there has been no payments made from BP since October of 2013. And what's the guarantee, Mike, in 12 weeks that they're going to pay. It's been almost nine months, ten months.

Michael McTernan:

The license on having any outstanding paid in full by the end of the month. There's initial invoices are present contingent the license to it. And if not revoke it. I have no problem with them. You want to keep them on a short leash, keep them on a short leash. The extraordinary issue as everyone said nothing the Village has ever seen in their life in the Village of having a contamination of this magnitude that did happen by my client.

Michael Serpe:

I understand.

Michael McTernan:

It's a disaster. I get it. And they're doing everything in their power to keep the business operational. But you can imagine a convenience gas station, a driver of people that come into the store to pick up a six pack of beer or a pack of smokes. That's a big chunk of their business. They don't come in, they're not doing anything but spend money on gas which has very tight little margins. They need people in the building. So that's why it's so important to them to be open and to be able to sell. I'm trying to be creative to figure out how you can keep the protection and interest that is important to the Village, and at the same time have a client and a customer and someone in your Village stay in business. So I look for you for help. I'm open to suggestions. The ideas I had were the \$10,000 down and \$5,000 every week. If there's some other creative idea I'm all ears. It's not just I take that or nothing. I'm looking for some help.

Village Board Meeting  
July 7, 2014

Kris Keckler:

I don't know if \$5,000 in what relation it is as far as a profit margin with cigarettes and alcohol being sold there.

Michael McTernan:

It isn't related, that's just cash flow, what they can afford.

Kris Keckler:

So you have reviewed their applicable cash flow in this environment?

Michael McTernan:

The accountants have told me that's what they can afford.

Kris Keckler:

Okay, somebody has reviewed it and has some faith that this is doable?

Michael McTernan:

Yes.

John Steinbrink:

Jane, if an agreement was to be reached and a license granted and a payment's check bounced what's the option? Do we have to go through revocation?

Jane Romanowski:

You would have to go through revocation. Once you grant it that's the only way to take it away.

John Steinbrink:

And there's cost to that.

Jane Romanowski:

And they currently do not have licenses so you don't have to revoke anything right now, yes. Yes, there's a hearing, give notice, attorneys, yeah.

John Steinbrink:

Is there a time line to that as far as revoking?

Village Board Meeting  
July 7, 2014

Jane Romanowski:

That would be up to the Board. If they aren't making a payment and it doesn't come we'd have to schedule a hearing, give them a ten day notice, subpoenas, whatever we'd have to do and start the whole process.

Michael Serpe:

I have a question on revocation, John. If they don't pay then we go through the revocation process. What if the attorney and BP agrees that they will just surrender the license, in writing if they surrender the license instead of us having to go through revocation?

Michael McTernan:

Why not?

Michael Serpe:

I'm asking is that possible?

Mike Pollocoff:

I don't know. I guess we'd have to get our attorney to look at it. I mean that was one of my problems with this was there was really no agreement as to what was going to take place other than a stack of post dated checks. If the Board was inclined to figure out some kind of way to extend the payment plan I wouldn't want to do that until there was an agreement crafted that would, one, protect the Village with somebody who has a history of not paying us. I mean this isn't recently. And then secondly keep us from being in the cross hairs with every other establishment that we require that they come in and make payments. I mean a lot of these guys are making payments every day sometimes trying to get their bills paid off before the liquor license is due because they know they've got to do it. They would all like the same treatment. So we have some equal protection issue that we've got to make sure we're treating everybody the same or if somebody is having a hard time you guys will get another request and you'll have a precedent.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. Understanding the position you're in, Mr. McTernan, from the very beginning requests were ignored until you got involved. They were spiraling out of control. Looking at it from right now's perspective how would it look if we even considered that request? We're not doing our due diligence. It's not fiscally responsible. We're setting a precedence.

Village Board Meeting  
July 7, 2014

And how in the world can we look the public in the eye, the taxpayers in the eye and say we're going to let them borrow the money in essence when a bank won't lend it? That's not fiscally responsible.

Steve Kumorkiewicz:

Clyde put it very well, because one word I hate all the time is set precedent because once you go that way you're going to have more people coming with the same request and we have no basis to deny it. So I think that we have to stick to the ordinance otherwise what are we doing here? I've got a problem because we've got the issue of in compliance from this company for so long, ignoring correspondence for the Village. So now we are to this point that we should, we shouldn't be at this point in the first place but we're here. But for me this is a problem. Break the ordinance, we can't.

John Steinbrink:

One question. The \$46,000 engineering cost from Drake that was sent directly to the client, not to the Village?

Mike Spence:

That was sent to us and then we put it in our system and then it was subsequently billed to BP.

John Steinbrink:

So what's our mailing date on that?

Mike Spence:

I don't know when finance --

Jane Romanowski:

I have an invoice dated April 25th, and all the invoices that have gone out since I think last October all went to the same address.

John Steinbrink:

The address is in Chicago and not local?

Jane Romanowski:

Yes.

Village Board Meeting  
July 7, 2014

Michael Serpe:

Mike, you remind me of a parent that's constantly making excuses for a troubled kid. That's what it sounds like. I mean the lack of cooperation here is just unbelievable. But at the same time it's a very unique situation that I realize is a huge expense on the part of BP, huge expense. I'd like to think that if we came into an agreement that in 12 weeks you don't make the payment you voluntarily surrender the license. I don't know if that's possible. I don't know if they would agree to that or not, and I don't even know if that would be satisfactory to the Board. But as far as precedent setting I don't agree with that necessarily because of the unique situation that we had with BP. I don't recall in the 25 years I've been on this Board anything coming close to that. Again, I'd like to cooperate again. I don't know if we can or not. We'd be violating our own ordinance. But, again, they refused or neglected to bring forward all these things since last October and we're at the 11th hour now and we're trying to make a decision that's going to be satisfactory, and I don't know if that's going to be able to be possible.

John Steinbrink:

Jane, was the \$10,000 check received and receipted?

Jane Romanowski:

While Mr. McTernan and I were talking he said he wouldn't pay anything until he talked to the Board so the check went back --

John Steinbrink:

So there's been no payment whatsoever?

Jane Romanowski:

No. I told him he could have made that because it was dated July 16th and it was \$10,000 and that's the day they were here, but I wouldn't take any post dated checks, and all the checks went back with his associate.

John Steinbrink:

Which is you're not authorized to do any [inaudible]?

Jane Romanowski:

I wouldn't have taken then anyways, they would have went to the finance department. Just way back, we'll go way back, you'll remember the year before I will, special assessment down on Sheridan Road \$30,000 or \$40,000 and that was part of a condition for a license approval. And the license was not renewed. And that was a delinquent special assessment which is exactly what our ordinance says. So that was one of the bigger ones. Every year we have bills outstanding, Target, Radigans. He was in here very week paying the last two months coming in every week

Village Board Meeting  
July 7, 2014

and paying his bills. And he had quite a few bills and he knows it. He knows the drill. So I'm just saying all the applicants work very hard to pay their bills before the license is issued out of our office per your approval and per the ordinance.

John Steinbrink:

So if this doesn't get paid does Drake eat it or what happens?

Mike Pollocoff:

The Village eats it.

John Steinbrink:

The Village eats it?

Mike Pollocoff:

The contract we have is with Drake. Drake doesn't have a contract with BP. We hired Drake to be our expert.

Michael McTernan:

The client is not going to not pay the bills. They're going to pay the bills. They're not not going to pay the bills.

Mike Pollocoff:

Really if any of these that don't get paid that's we.

Steve Kumorkiewicz:

We've got to pay for?

Mike Pollocoff:

We've already paid Drake because we have a contract to pay them for services.

John Steinbrink:

We pay our bills.

Steve Kumorkiewicz:

We pay our bills, that's it.



Village Board Meeting  
July 7, 2014

John Steinbrink:

Okay.

Kris Keckler:

You mentioned earlier that if this wasn't approved they would close up shop?

Michael McTernan:

What I'm saying is they're teetering on not being able to conduct business. And it's going to reach that point if we continue to keep their doors closed and not be able to sell the goods that they need to sell to stay in business. Eventually it's going to shut them down. It may not be today, it may not be tomorrow, it may not be next month but it's coming. And that's the path we're on. I mean I don't know any small business that can pump a million dollars of infrastructure on a problem that they didn't create and then have an open ended agreement that allows them to continue to send \$66,000 worth of bills to them, three times their property tax bills, and say you've got to continue to pay those in order to have the license this year. That's what's going to cause them to close their doors. It's that this doesn't seem to be ever ending.

Kris Keckler:

So if they've been unable to sell alcohol or cigarettes for the better part of three weeks in this time frame is there any projected financial forecast that what would get to \$67,000 faster?

Michael McTernan:

I haven't looked at it. I have no idea.

Steve Kumorkiewicz:

Mike, what [inaudible] expectations?

Michael McTernan:

What's that?

Steve Kumorkiewicz:

The \$66,000 what do they expect to get?

Michael McTernan:

What do they expect to get?

Village Board Meeting  
July 7, 2014

Steve Kumorkiewicz:

What are they expect because they got [inaudible] for \$66,000, right? Okay, what do they expect before [inaudible] got to pay?

Michael McTernan:

How much were they expected to get from the Village? I have no idea. I have no idea. I never asked them. I don't know. I get it. I see it as a two fold issue. It's a cash flow issue now, and I understand and appreciate Mr. Spence saying that Drake's heavy lifting in overseeing all the work that's been done for the most part is over. The problem is I don't know what he's going to bill next year. The \$46,000 bill from Drake Consulting I have no idea. And what's going to happen next year? We're going to double test everything for another year and get another \$46,000 bill, so back into April concerned about another \$46,000 for the charges. It's a problem that last year when we entered the settlement agreement I think my clients wrote -- if I'm not mistaken, Mike, I think it was about \$30,000 or \$40,000 worth of invoices they paid last year maybe in October. Maybe Ms. Romanowski has the numbers.

Jane Romanowski:

They paid that so it didn't go to tax roll.

Michael McTernan:

I much, I remember it was --

Jane Romanowski:

I don't know, I don't have that amount.

Michael McTernan:

Maybe it was \$40,000 and some. It was environmental costs, it was engineers, it was the Village staff, it was the attorneys that were actively involved. We got through a lot of that heavy lifting. We built an entire water treatment system on the site. And now we're dealing with -- I get Mr. Pollocoff's comments. This was a lot of work to do to negotiate the resolution, the plans and the development in order to get us where we're here today. But the bigger issue is when is this going to end? Ten years of \$46,000 a year, \$66,000 a year? Ten years \$660,000 is that what my client expects to pay over the next ten years? They are going to go out of business, I can assure you of that. So that is the biggest issue that needs to be addressed is I need to have this stopped.

The DNR is actively engaged on this site. We are testing this thing and double testing this thing. We're having engineers show up and Drake's engineers show up on site. The Village staff shows up on site. And my client gets billed for it. Is it ever going to end? It's shocking, and that's the problem I'm faced with is my clients are sitting there dying. And they will die eventually. You can look at the path on their financials and eventually they will close their doors, and you'll deal

Village Board Meeting  
July 7, 2014

with an empty gas station and a contaminated site and someone else can figure it out. My clients aren't going to be able to continue this much longer.

So I get the predicament I put the Village in because it's tough to deal with this assessment issue. The bigger, longer term issue is I need your help with this agreement to end this. That's not for today, Mike, I apologize. But it's something that I need to get off my client's chest through me is because it's going to kill him.

Mike Pollocoff:

There are two separate issues here. And I can understand where Mr. McTernan is coming. He wants some certainty as to what his future costs are going to be. If the effort that everybody struggled through was to get that gas station in compliance and it could be verified that they're in compliance that's one issue. I don't know that it's reasonable just given the amount of work that we've been doing to extrapolate to say that every year there's going to be a \$66,000 charge. I mean we have to look back to when these charges started when there was more work being done on the project that's completed.

I will say that probably there's at least \$15,000 if not that that is representative of bills that never do get paid until we come to the liquor license. So if the Board wants to take care of what Mr. McTernan's saying is how the stipulated agreement or the enforcement agreement is going to work that's fine, we can have that discussion. And I think it's probably a good time because I think that by and large a lot of the issues have been resolved, and it's just really a matter whether or not BP is going to hold their hand up and manage the system, manage the treatment system, do the sampling that has to get done. And then ideally we're out of doing a lot of compliance maintenance.

The second one is that there was problems with that site. The Village didn't create them. Maybe VIDHYA didn't create them, but they bought a site that was contaminated, and that's not the public's problem. And it's too bad they have it but it's something that has to be dealt with. The bills that we incurred in order to get that done are here before us. So I would say from the staff's perspective and with some legal assistance we can come with what we think is going to go forward as far as bills going forward and address that I think in a manner that's going to be a lot different than it was after going through two years of trying to get that place in compliance.

But we did spend that money, and I think to assume that we're going to spend that same amount of money, the \$46,000, I would hope that's not the case because that means for every dollar Drake is spending that means we're spending money dealing with Drake and dealing with the compliance. If we can't get this thing done then maybe it should close down. That's the truth of it. I don't want to say that, but if we can't get it so they comply and everybody is comfortable with the compliance maybe this thing shouldn't proceed.

But I think the work we've done and that we've had contractors assist us in doing has happened. I don't have any qualms about taking a look at the agreement going forward, but I don't think we should take a look at the bill here and then extrapolate this bill going forward because that was

Village Board Meeting  
July 7, 2014

never -- this isn't a profit center for us. We don't make any money on dealing with these issues, and we never will make money on dealing with these issues.

John Steinbrink:

Clyde?

Clyde Allen:

Thank you, Mr. President. Through you two, either Mike or Kathy Goessl, what's the status and what's the amount of the original citations and interest?

Mike Pollocoff:

I don't know. That goes to court. To be honest with you once we've written the citations it's up to a municipal judge and to the prosecuting attorney and Mr. McTernan and whoever else is working on that case to work with that. I know it hasn't gone to court yet. And whatever the judge does is what the judge does. And whatever the prosecuting attorney recommends if there's a plea deal that's going to be -- I mean we wrote the tickets because they were violating the ordinance. There were ongoing violations that just kept going on and on with no assistance. And then when they started corrected we stopped and they started ignoring it again and we started it up again. So the judge is going to look at that and figure out what he's got to do. That doesn't enter into our equation.

Clyde Allen:

Correct, it was just a point of information just that I wanted to know. But it's still monies that the taxpayers have lost so far?

Mike Pollocoff:

Well, the taxpayers haven't lost the money. What's happened is is that those were fines because we couldn't get compliance. We couldn't get the attention of the -- so the victim in this case from our standpoint was the environment that we have to protect by statute for clean water. The Village wasn't victimized. It was the environment that was being polluted because of what they were doing. So that's the cost or that's the expense. And if people don't pay attention when they violate the statutes and you can't bring them to compliance citations is the way to get them to recognize that responsibility.

Clyde Allen:

Thank you.

John Steinbrink:

So the \$66,000, \$67,000 that's taxpayer money?

Village Board Meeting  
July 7, 2014

Mike Pollocoff:

Yeah.

John Steinbrink:

That's money expended, paid fulfilling our obligation. Mike?

Michael Serpe:

That's the problem I'm having with this thing. If we don't do something -- this is a unique situation, there's no question about it. If we don't do something with this and we don't at least give them the opportunity in 12 weeks to make whole this bill of \$66,000 then the taxpayer is on the hook for it. They're going to reimburse us if we give him the time. If he doesn't and goes out of business, if we say no now we may never get paid. If we work with them for 12 weeks and enter into an agreement that if it's not paid they voluntarily surrender their license I think we've got a little bit of hammer on them, too. Again, I'm not worried about a precedent setting here because this is a very unique situation, very unique. And unique in many ways because of the reluctance on the part of the owners of this place failing to deal with this in a proper way.

Steve Kumorkiewicz:

[Inaudible]

John Steinbrink:

Is the interest still accruing on this until it's totally paid?

Mike Pollocoff:

It is from our standpoint.

Michael McTernan:

We understand that it is, yes. We understand that.

[Inaudible]

Mike Pollocoff:

I think we'd have to have our attorney draft an agreement. Because I have a question whether or not we can do that but I'm not an attorney. So we'd have to have an attorney tell us whether or not we can draft an agreement that would revoke somebody's license if they agreed to it. I think these fees end up being a special charge on the property so if they walk someone is going to pick it up later on. How soon we get it I don't know how long that would be. But if the Board is

Village Board Meeting  
July 7, 2014

inclined to say they want to make an adjustment we need to do it through an agreement and have outside counsel help us with drafting an agreement.

Michael Serpe:

How much time do we have to do that?

Mike Pollocoff:

We're not under the gun. I still recommend that we not grant their request for a payment plan if you're going to do an agreement. So we need time to put an agreement together so our attorney can visit with Mr. McTernan. Mr. McTernan can represent what his client is going to be able to do or can do. And then our attorney can protect the Village's interest.

Steve Kumorkiewicz:

The next Board meeting is going to be August 4th so we wait until then to make a final decision after you consult with our lawyer?

Mike Pollocoff:

Well, my recommendation is if you want to come up with some kind of agreement then we'll do that. But I think everything stays status quo until that's done because we have no --

Kris Keckler:

Do we have an indication that absent of agreement to a payment plan if we go this route of at least investigating the possibility of a voluntary revocation that we would receive both the \$10,000 payment and the subsequent \$5,000?

Michael McTernan:

Yes, I can give them to you right now. She gave me the \$10,000 she gave me last week to pay, and I'd give you the \$5,000 for tomorrow.

Steve Kumorkiewicz:

There's a legal issue here.

Michael McTernan:

\$5,000 tomorrow so Ms. Romanowski doesn't have to a post dated check. I'd bring it tomorrow morning. I have it in my possession and already filled out.

Village Board Meeting  
July 7, 2014

Steve Kumorkiewicz:

I'm for waiting and make a final decision on August 4th.

Michael McTernan:

In the meantime in good faith my client has told me to make the payments, so I will make the payments, and hopefully by August 4th hopefully we can reach an agreement. I appreciate that. Thank you.

Clyde Allen:

Excuse me, Mike. My question is isn't the payment plan illegal at this point in time? Is that correct?

Mike Pollocoff:

No, they can make a payment. They can make as many payments as they want. It's just that we can't issue a license.

Michael McTernan:

I understand that.

Mike Pollocoff:

And I think from our accounting practice we don't accept post dated checks. We don't do that. I someone wants to -- they can pay as often as they want to reach the point, but to take a stack of post dated checks and call everything clean we can't do that.

Michael Serpe:

If we ask for legal advice do we go through Tim?

Mike Pollocoff:

[Inaudible] yeah. Tim is pretty well versed on the issues with BP.

Michael Serpe:

So we want to know if we're on good ground to do that, is that correct?

Mike Pollocoff:

If the Board wants to do this I'll bring that concept to him and see whether or not we can make that work and what our risk is. So we could come back at our next Board meeting. I could tell

Village Board Meeting  
July 7, 2014

you ahead of time and all the parties ahead of time what his recommendation is or what our proposed agreement would look like for you to consider.

Steve Kumorkiewicz:

I think that's the only solution we've got.

John Steinbrink:

You've got two choices here.

Michael McTernan:

Can I seek to adjourn it to August 4th so we can examine this option? I'll have to get myself on the Board again? Can I move to modify my request to adjourn it to August 4th so Mr. Geraghty and I can work on seeing if we can come with a solution that would satisfy the information I'm hearing from the Village Board tonight and just adjourn this issue?

John Steinbrink:

Table it.

Michael McTernan:

Table it.

Steve Kumorkiewicz:

I make a motion to table this to August 4th.

Michael Serpe:

What did you say?

John Steinbrink:

He made a motion to table.

Michael Serpe:

To table it?

Steve Kumorkiewicz:

Table to August 4th.



Village Board Meeting  
July 7, 2014

Michael Serpe:

I'll second that.

John Steinbrink:

Motion by Steve, second by Mike for tabling until August 4th. Any discussion?

Steve Kumorkiewicz:

To me that's the only solution we've got.

**KUMORKIEWICZ MOVED TO TABLE THE REQUEST OF VIDHYA CORP. VIII, INC. TO IMPLEMENT A PAYMENT PLAN FOR DELINQUENT INVOICES SO THE LIQUOR AND CIGARETTE LICENSES FOR THE PREMISES KNOWN AS BP AM/PM LOCATED AT 10477 120TH AVENUE CAN BE ISSUED; SECONDED BY SERPE; MOTION CARRIED 5-0.**

Michael McTernan:

Thank you.

## **9. VILLAGE BOARD COMMENTS**

John Steinbrink:

Clyde?

Clyde Allen:

Thank you. On Saturday, July 12th we had kind of a disaster in our area, and we were in the middle of the destruction so we saw it firsthand. So I went out that night in the neighborhoods, so the damage. I want to thank the Pleasant Prairie Police and Firemedics for all they did, all their help, how they acted responsibly that night to help us out. On Monday morning the Village was absolutely cleaned up. I couldn't image a better cleanup job. So, again, thank you to the Pleasant Prairie public works. It was an outstanding job getting it back to looking decent. Thank you.

Michael Serpe:

One other comment to the police department for putting an end to the neighborhood burglars. You put a lot of minds at ease with those arrests. Nice piece of work, Chief.

## **10. ADJOURNMENT**

**SERPE MOVED TO ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 5-0 AND MEETING ADJOURNED AT 8:20 P.M.**

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

Consider approval of a **Certified Survey Map** for the request of Theodore Johnson of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation to develop a Costco and associated gasoline facility on the property generally located between 76<sup>th</sup> Street and Prairie Ridge Blvd., and 91<sup>st</sup> and 94<sup>th</sup> Avenues in the Prairie Ridge Development.

**Recommendation:** Plan Commission recommends that the Village Board to approve the **Certified Survey Map** as presented in the Village Staff Report of July 28, 2014.

Consider a **Zoning Text Amendment (Ord #14-23)** for the request of Theodore Johnson of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation to create the specific Planned Unit Development (PUD) requirements for the development of a Costco and associated gasoline facility on the property generally located between 76<sup>th</sup> Street and Prairie Ridge Blvd., and 91<sup>st</sup> and 94<sup>th</sup> Avenues in the Prairie Ridge Development.

**Recommendation:** On July 28, 2014, the Plan Commission held a public hearing and recommended that the Village Board approve the **Zoning Text Amendment (Ord. #14-23)** as presented in the Village Staff Report of July 28, 2014.

## **VILLAGE STAFF REPORT OF AUGUST 4, 2014**

Consider approval of a **Certified Survey Map** for the request of Theodore Johnson of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation to develop a Costco and associated gasoline facility on the property generally located between 76<sup>th</sup> Street and Prairie Ridge Blvd., and 91<sup>st</sup> and 94<sup>th</sup> Avenues in the Prairie Ridge Development.

Consider a **Zoning Text Amendment (Ord #14-23)** for the request of Theodore Johnson of TJ Design Strategies, Ltd., on behalf of Costco Wholesale Corporation to create the specific Planned Unit Development (PUD) requirements for the development of a Costco and associated gasoline facility on the property generally located between 76<sup>th</sup> Street and Prairie Ridge Blvd., and 91<sup>st</sup> and 94<sup>th</sup> Avenues in the Prairie Ridge Development.

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

On July 28, 2014 the Plan Commission conditionally approved a Conditional Use Permit and Preliminary Site and Operational Plans for the petitioner to develop an approximately 17.5 acre site for the construction of a Costco Wholesale Warehouse and gasoline facility within the Prairie Ridge Development (between 91<sup>st</sup> and 94<sup>th</sup> Avenues and between 76<sup>th</sup> Street and Prairie Ridge Blvd.). Specifically, the project will consist of the construction of a 149,505 square foot warehouse retail building that includes a 8,631 square foot attached accessory tire center, enclosed 4,090 square foot entrance canopy food service center, employee break room, locker area and fire pump room, totaling 153,962 square foot building area. In addition, a freestanding 4 island gasoline fueling facility containing 16 pumping positions. The warehouse is located in the northwest corner of 91<sup>st</sup> Avenue and Prairie Ridge Boulevard and the fueling facility will be located at the southwest corner of 94th Avenue and 76th Street.

Pursuant to the application, Costco Wholesale Corporation operates an international chain of membership warehouses, mainly under the "Costco Wholesale" name, that carry quality, brand name merchandise at substantially lower prices than are typically found at conventional wholesale or retail sources. The warehouses are designed to help small-to-medium-sized businesses reduce costs in purchasing for resale and for everyday business use. Individuals may also purchase for their personal needs.

Costco's warehouses present one of the largest and most exclusive product category selections to be found under a single roof. Categories include groceries, candy, appliances, television and media, automotive supplies, tires, toys, hardware, sporting goods, jewelry, watches, cameras, books, housewares, apparel, health and beauty aids, tobacco, furniture, office supplies and office equipment. Costco is known for carrying top quality national and regional brands, with 100% satisfaction guaranteed, at prices consistently below traditional wholesale or retail outlets. Costco also offers tire installation, pharmacy, one-hour photo, hearing aid, optometry and travel services.

Members can also shop for private label Kirkland Signature products, designed to be of equal or better quality than national brands, including juice, cookies, coffee, housewares, luggage, clothing and detergent. The Company also operates self-service gasoline stations at a number of its U.S. and Canadian locations.

Additionally, Costco Wholesale Industries, a division of the Company, operates manufacturing businesses, including special food packaging, optical laboratories, meat processing and jewelry distribution. These businesses have a common goal of providing members with high quality products at substantially lower prices.

The property is zoned B-2 (PUD), Community Business District with a Planned Unit Development Overlay District. The B-2 District allows, for the retail sale of merchandise sold at Costco including fresh produce, gourmet deli and rotisserie Chicken, fresh meat, fresh bakery, groceries, candy, appliances, television and media, automotive supplies, tires, toys, hardware, sporting goods, jewelry, watches, cameras, books, housewares, apparel, health and beauty aids, tobacco, furniture, office supplies and office equipment as a permitted use; however, the gasoline facility requires approval of a conditional use permit.

The existing signage PUD is associated with the commercial land within Prairie Ridge. On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD as amended on July 16, 2007 by Ord. #07-28 and July 7, 2014 by Ord. #14-20 and Ord. #14-22. This PUD allows for specific sign requirements for Prairie Ridge Market Place located at 9000, 9020 and 9080 76<sup>th</sup> Street and allowed for the "Nonresidential development identification signs" to be located within dedicated entry monument easement to include the names of commercial businesses within Prairie Ridge commercial development area north of Prairie Ridge Blvd.

As discussed below, a Zoning Text Amendment is being proposed to create another PUD specifically for the Costco development.

Pursuant to the application, the hours of operation, when the public is allowed to enter or remain on site for business purposes include:

Warehouse: Monday – Friday 10:00 AM to 8:30 PM Saturday 9:30 AM to 6:00 PM and Sunday 10:00 AM to 6:00 PM

Gas Station Hours 6:30 AM – 10:00 PM

Pursuant to the B-2 District requirements, deliveries and shipments or any other activities outside the principal building that might cause a disturbance to neighboring areas (e.g., outside loading or unloading, the arrival of deliveries, idling of delivery trucks, beeping of backing vehicles, and garbage pickup), except for snow removal, is allowed only from 6:00 a.m. to 10:00 p.m.

Costco's hours of deliveries typically range from 4:30 a.m. to 10:00 a.m. Monday – Saturday. At this location Costco will not accept deliveries before 5:00 a.m. or after 10:00 p.m. **Due to concerns from adjacent land owners, truck deliveries and garbage compactor usage/pickup shall not begin before 6:00 a.m. due to the proximity to the residential apartments and hotel neighbors. The hours for deliveries would then be 6:00 a.m. to 10:00 p.m. No gasoline, garbage or delivery trucks running or back up beeping noises or trash compactor running noises shall be made before 6:00 a.m. The exception to the Village noise ordinance is snow-plowing which can occur at any time. By Ordinance, the Village quiet hours are from 10:00 p.m. to 7:00 a.m.**

Pursuant to the B-2 District and liquor license requirements, the business is allowed to be open until midnight; however, Class A Beer is only allowed to be sold from 8:00 am to midnight and Class A Intoxicated Liquor is only allowed to be sold from 8:00 am to 9:00 p.m. A liquor license shall be requested and obtained from the Village Board. [Note Costco's Warehouse hours are only Monday – Friday 10:00 AM to 8:30 PM Saturday 9:30 AM to 6:00 PM and Sunday 10:00 AM to 6:00 PM].

The owner shall obtain and maintain all permits and licenses required to operate its business. Those permits and licenses allow for the sale of petroleum, alcohol, tobacco, food, and related items sold in its business, issued from the various government agencies. Contact the Village Clerk Jane Romanowski for liquor or tobacco license applications and to

discuss the process to obtain said licenses. Contact the Kenosha County Health Department regarding food related licenses.

Pursuant to the application, 150 employees (50% full time and 50% part time) will be employed at this facility. Employees come in at random times throughout operational hours; therefore, there are no specifically defined shifts. The peak number of employees at one time in the warehouse is approximately 75.

The Village Zoning Ordinance requires the minimum on-site parking for retail stores: one (1) space for each 200 feet of primary floor area plus one (1) space for every 2 employees plus the required number of handicapped accessible parking spaces required by the state code.

**575** spaces (115,016 square feet of main sales space and tire sales area-primary floor area divided by 200 square feet) + **75** spaces (150 employees divided by 2)= **650 parking spaces are required plus the required handicapped accessible parking spaces.**

Pursuant to the application, 692 total parking stalls, including 17 handicapped accessible spaces are proposed for the development. The parking meets the minimum parking requirements of the Village

Pursuant to the application, the facility is expected to generate 720 new automobile trips during the weekday evening peak (360 entering vehicles and 360 exiting vehicles) In addition, eight (8) to 10 trucks per day, Monday thru Saturday for deliveries are expected.

As required by the Plan Commission, the development also shall provide pedestrian sidewalk connectivity to the existing public sidewalks located on the perimeter of the site adjacent to 76<sup>th</sup> Street and 91<sup>st</sup> and 94<sup>th</sup> Avenues. The on-site walkway/sidewalk connection to the public sidewalk adjacent to 76<sup>th</sup> Street is acceptable; however, a depressed curb in the parking lot and striped markings on the parking lot pavement are needed. A similar sidewalk connection to the public sidewalk adjacent to 94<sup>th</sup> Avenue shall be provided too. The curb stops along the walkways and adjacent to the west side of the building are acceptable to allow for pedestrian and cart movements. The remainder of the parking lot islands is required to have curb and gutter as shown on the plans.

**Certified Survey Map:** The CSM proposes to show all existing and additional easements dedications and easement provisions. Additional right-of-way shall be dedicated for 94<sup>th</sup> Avenue on the CSM per the WI DOT plat for future widening of STH 50 Highway Expansion (See **attached** from the WI DOT). Also traffic patterns shall be re-examined - especially at 91<sup>st</sup> and 94<sup>th</sup> Avenues at 76<sup>th</sup> Street. These locations will need either a three way or four way stop signs. **Provide traffic study for review and show 94th Avenue and 76th Street additional right-of-way dedication on CSM.**

**Zoning Text Amendment.** A Planned Unit Development (PUD) is proposed for this development since more than one building is proposed and the Costco building exceeds 25,000 square feet. Below are a list of dimensional variations and other matters being requested as part of the PUD. The following is included in the PUD as requested by the Developer:

1. Modify 20'driveway setback adjacent to Holiday Inn to 8'.8".
2. Modify 35' driveway widths to 40' width to accommodate deliveries and emergency apparatus.
3. Modify building square footage from 25,000 to 153,962 sq. ft. and to allow two building on the property.

4. Modify the canopy setback from 65 feet from 94<sup>th</sup> Avenue to 30 feet.
5. Modify gas canopy signage square footage from 75 square feet to 80 feet.
6. Modify signage square footage from 300 to 500 sq. ft.
7. Modify no outside sales/storage to allow one 2-week outdoor Christmas tree tent/truck sale in December each year will be allowed adjacent to the building.
8. Modify lighting standards height - requested at 30 feet from grade including concrete bases with height at 36 inches. This is acceptable, provided that all lighting bases shall be in landscaped islands-4 lights need to be relocated into islands. See Sheet SE-1.
9. Modify building materials to allow stucco appearing metal panel materials on the building. Gas controller enclosure shall have a variety of materials and colors. The stucco appearing orange peel may be used but not smooth or ribbed metal panels. (Color to compliment the warehouse building).

**Two of the PUD requests would be modified as follows:**

1. Modify monument sign requirement- required w/address. After further discussion a small primary monument address signs shall be installed. The sign shall be constructed of stone/brick or other approved materials to identify the full address of **7775 94th Avenue** at the main entrance on 94th Avenue. The sign can be located in the island or off to one side. It shall be a minimum of 4 feet tall with the address no closer than 18 inches from grade. The sign shall be setback a minimum of 15 feet from the property line. In addition, landscaping shall be provided at the base of the sign.
2. Modify delivery hours to accept deliveries at 5:00 a.m. instead of 6:00 a.m. The staff met with and received objections from the adjacent land owners - the delivery hours cannot begin before 6:00 a.m. The hours conform to the delivery hours set forth in the Zoning Ordinance between the hours of 6:00 a.m. to 10 p.m. only as noted above.

As required as part of the PUD, the site shall be equipped with fully functioning and operational security cameras outside of the building covering each entrance and exit, all public areas including the dispenser area, the parking lots and the driveway entrances to the site with a Digital Security Imaging System (DSIS) in accordance with the requirements of Chapter 410 of the Village Municipal Code. Attached are a Draft DSIS Agreement and Draft DSIS Easement which shall be finalized and executed prior to issuance of permits.

Pursuant to the Zoning Text Amendment application, the design of Costco Pleasant Prairie represents a unique contextual response to the Village and Prairie Ridge development. The materiality of the building reflects various rich textures in earth tones including textured panels, intermixed with split-faced CMU, structural brick, variegated lannon stone veneer and accent steel. Compositionally, each façade has been designed with a base, body and cap which together with material, textural and color variations successfully break up the continuous surface. The masonry elements provide a strong base with anchored corners, while the customer entry is a well-defined lighter space featuring glass slider and sectional doors providing comfort from the elements. Subtle details at the entry focus design for the shoppers experience upon entry, creating deep and wide openings with treatments in stone and CMU signifying the concept of threshold. Costco also intends to provide extensive landscaping, particularly along our southern and western properties boundary between the warehouse and homeowners/hotel clients.

In addition, Costco maintains a Sustainable Practice Design Approach. Green building design is integral to the design, construction, and performance of the prototypical Costco warehouse site and building.

Innovation in Site Development and Building Design:

- Utilize local and regional labor and materials.
- Reduce "Heat Island Effect" with light reflective roof coating
- Centralized energy management system maximizes efficiency of lighting, HVAC, and refrigeration systems.
- Over 200 Energy Star rated skylights provide day lighting throughout 100% of the warehouse sales floor.
- Non-VOC (volatile organic compound) floor sealant covers 100% of concrete warehouse sales floor.
- Heat-reclaim system within the refrigeration systems is used to heat warehouse water.
- Refrigeration is based upon atmosphere-friendly cooling system.
- High efficiency restroom fixtures provide 40% water savings over fixtures currently required by code.
- Use of native species landscaping and drip irrigation reduce potable water consumption.

Pre-Engineered Architectural Metal Panel Building System: A key green building design component is the reliance upon the pre-engineered architectural metal panel building system which contributes to achieving significant sustainable building practice benefits.

- Architectural metal wall panel and insulation system provides twice the insulation value over concrete masonry.
- Pre-engineered metal warehouse structure, walls, and roof use 80% recycled steel material.

Architectural Metal Panel versus Traditional Concrete Masonry: Significant advantages of Costco Wholesale's pre-engineered architectural metal panel building system compared to a traditional masonry wall system:

- Qualifies for 2009 LEED credits
  - Material content is composed of 80% recycled steel. (LEED MR Credit 4.2 Recycled Content 20%)
  - Steel components are 100% recyclable
- Complies with 2004 Energy Code (ASHRAE 90.1)
  - Exceeds code minimums by greater margin.
  - Provides twice the insulation "R" value. (AMP=R-11 vs. CMU 10"= R-5)
- Lower Energy Costs
  - Fewer HVAC units are required (one-less 25-ton unit). (AMP = 12 @ 25-ton unit vs. CMU = 13 @ 25-ton unit)

Total energy consumption for heating and cooling over lifetime of warehouse is less.

Pursuant to the Zoning Text Amendment application, it is the intent that the Costco Development will provide for structures, improvements and uses in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, parking areas, lighting, signage and general site development so

as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

Costco's business concept is premised by offering a limited assortment of nationally-branded, first-quality products in a wide variety of categories, at prices significantly below traditional wholesalers, discount retailers, and super markets. A significant portion of Costco's customer base is small and medium size businesses which purchase for commercial use and also individuals who are members of qualifying groups. The product line consists of typical department store merchandise, such as wearing apparel, dry goods, appliances, furniture, hardware and auto accessories; as well as a broad range of grocery store items, including fresh baked goods, meats, and produce. Costco also offers tire installation, pharmacy, one-hour photo, hearing aid, optometry and travel services. Costco's mission is to continually provide their members with quality goods and services at the lowest possible prices. In order for Costco to achieve this mission, they conduct their business with Code of Ethics in mind.

Costco pays among the highest wages in the industry. Its US average hourly wage is \$20.90. U.S. Hourly wages examples include; Service Assistant \$11.50 to \$20.30 per hour; Service Clerk \$12.00 - \$22.00 per hour; Meat Cutters \$12.00 to 23.50 per hour. Long term employees are also eligible for extra checks of \$5,000 to \$8,000. A full time cashier's annual salary after 5 years is \$50,760. Costco also provides a tremendous benefit package including medical, dental, vision, pharmacy, mental health, life insurance, disability, long term care, employee assistance program, flexible spending accounts, employee stock purchase program, 11 holidays per year, college student retention program, Free Costco membership with 2% reward and 401(k). Part-time employees working more than 23 hours per week receive core medical, dental and vacation benefits after 6 months. Part-time employees are guaranteed 24 hours per week. Costco promotes from within, thus great opportunities for career advancement.

Finally, Costco also benefits the community via multiple levels to include:

- Jobs
- Curbing retail leakage
- Property Tax generation
- Local Services
- Community Involvement examples:
  - 1% of pre-tax profit is designated annually for charitable organizations.
  - Adopt-A-School Reading program. Costco employees volunteer to help students in first through fourth grades improve their reading skills. Currently there are 135 programs across the United States and Canada.
  - Children's Hospital Campaigns
  - Fresh Start Backpack program
  - Communities in Schools

Build out typically takes approximately five to six months, which would include stocking merchandise and hiring personnel. Pursuant to the application, Costco anticipates that the facility will be open for business by August 2015.

This development conforms with the Village Comprehensive Plan, include the Land Use Plan and Prairie Ridge Neighborhood Plan.



## RECOMMENDATIONS

**CSM Recommendation:** The Plan Commission recommends that the Village Board approve the Certified Survey Map subject to the following conditions:

1. The ***attached*** changes to the CSM.
2. Right-of-way shall be dedicated for 94<sup>th</sup> Avenue on the CSM per the WI DOT plat for future widening of STH 50 Highway Expansion (See ***attached*** from the DOT).
3. Traffic patterns shall be re-examined - especially at 91<sup>st</sup> and 94<sup>th</sup> Avenues at 76<sup>th</sup> Street. These locations will need three way or four way stop signs. Right-of-way needs to be dedicated for 94th Avenue widening for STH 50 improvements. The site will need to be tighter without losing green space. *Provide traffic study for review and show 94th Avenue and 76th Street additional right-of-way dedication on CSM.* The site plan shall match the CSM.
4. Any outstanding taxes or special assessments shall be paid prior to recording the CSM. There are outstanding property taxes for \$19,445.37 due by 07/31/2014 and there is an assessment for the STH 50 Highway Expansion for \$1,107,861.48, which will be paid prior to or at closing.
5. The CSM shall be finalized, executed and recorded at the Kenosha County Register of Deeds Office and a recorded copy of the CSM shall be provided to the Village within 30 days of Village Board approval and prior to issuance of building permit.

**Zoning Text Amendment (Ord. #14-23): Recommendation:** The Plan Commission recommends that the Village Board to approve the **Zoning Text Amendment (Ord. #14-23)** as presented. [NOTE: *Prior to the issuance of any permits the PUD shall be finalized and executed by the Village. The PUD will be finalized after recording of the CSM and approval of the Final Site and Operational Plans. If any major changes are proposed, the Plan Commission and Village Board will need to reconsider the approval.*]

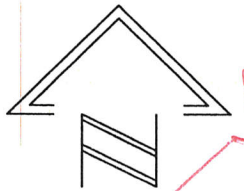
Re-draft

# CERTIFIED SURVEY MAP NO.

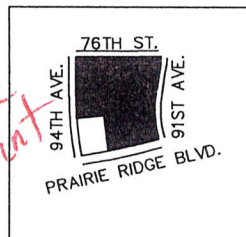
Being a division of Outlot 22 in Prairie Ridge Subdivision in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.



One Honey Creek Corporate Center  
125 South 84th Street, Suite 401  
Milwaukee, WI 53214-1469  
414 / 259 1500  
414 / 259 0037 fax  
www.graef-usa.com

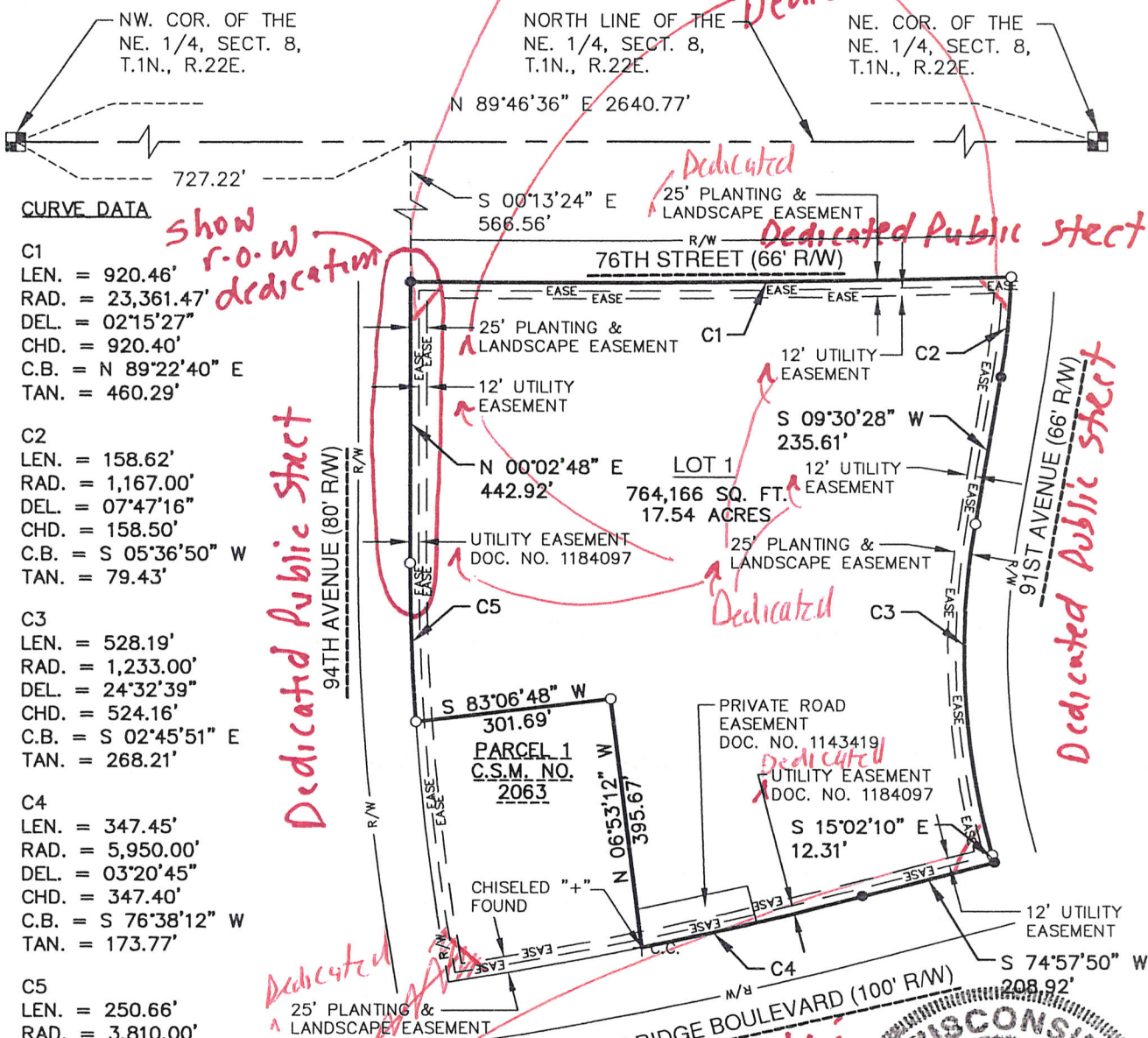


0 125' 250'  
SCALE: 1" = 250'



N  
1" = 2000'

NE. 1/4, SECT. 8, T.1N., R.22E.  
LOCATION MAP



### CURVE DATA

C1  
LEN. = 920.46'  
RAD. = 23,361.47'  
DEL. = 02°15'27"  
CHD. = 920.40'  
C.B. = N 89°22'40" E  
TAN. = 460.29'

C2  
LEN. = 158.62'  
RAD. = 1,167.00'  
DEL. = 07°47'16"  
CHD. = 158.50'  
C.B. = S 05°36'50" W  
TAN. = 79.43'

C3  
LEN. = 528.19'  
RAD. = 1,233.00'  
DEL. = 24°32'39"  
CHD. = 524.16'  
C.B. = S 02°45'51" E  
TAN. = 268.21'

C4  
LEN. = 347.45'  
RAD. = 5,950.00'  
DEL. = 03°20'45"  
CHD. = 347.40'  
C.B. = S 76°38'12" W  
TAN. = 173.77'

C5  
LEN. = 250.66'  
RAD. = 3,810.00'  
DEL. = 03°46'10"  
CHD. = 250.62'  
C.B. = N 01°50'16" W  
TAN. = 125.38'

### REFERENCE BEARING

All bearings are referenced to the north line of the NE. 1/4, Sect. 8, T1N, R22E with a bearing of N.89°46'36"E. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

### OWNER

SB1 Pleasant Prairie WI., L.L.C.  
Wisconsin ?

### LEGEND

- FOUND 1" IRON PIPE
- 1" DIA.x24"LG. IRON PIPE SET, MINIMUM WEIGHT 1.13 LBS/FT.
- FOUND CONC. MONUMENT W/BRASS CAP



\* Include all dedication & easement provisions (see attached)



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

Being a division of Outlot 22 in Prairie Ridge Subdivision in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

In Witness Where of, SB1 Pleasant Prairie WI., L.L.C. has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, Wisconsin on (Name) (Title) (City)

this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

STATE OF WISCONSIN )
) SS
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_, (Name) \_\_\_\_\_ of the above named corporation, to me known as the person who executed the (Title)

foregoing instrument and to me known to be the \_\_\_\_\_ of the corporation, and acknowledged (Title)

that they executed the foregoing instrument as such officers as the deed of the corporation, by its authority.

NOTARY PUBLIC, STATE OF WISCONSIN

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

VILLAGE BOARD APPROVAL:

Approved by the Village Board, Village of Pleasant Prairie on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

President John P. Steinbrink, Village President

Clerk Jane M. Romanowski, Village Clerk

VILLAGE PLAN COMMISSION APPROVAL:

Approved by the Village Plan Commission, Village of Pleasant Prairie, on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Chairman Village Plan Commission Chairman
Thomas W. Terwall,



## **DRAFT LANGUAGE to be added to the COSTCO CSM**

### **DEDICATION AND EASEMENT LANGUAGE**

#### **1. DEDICATED PUBLIC STREET**

The fee interest in the areas shown as a Dedicated Public Street on this CSM were dedicated, given, granted and conveyed on the previous Prairie Ridge Subdivision Plat to the Village of Pleasant Prairie, its successors and assigns (referred to as the "Village") for the construction, installation, repair, alteration, replacement, and maintenance of public street improvements, uses and purposes, including, without limitation, street pavement, curbs and gutters, sidewalks, street signs, street lights, bike lanes, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and other landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting, maintenance, and access activities. Such fee interest is subject to the following: (1) a nonexclusive easement coextensive with the Dedicated Public Street area shown on this CSM and granted to the adjacent Lot Owner for street terrace grading, placing topsoil and seeding, street trees and other landscaping planting, the snow clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and their properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the roadway and their properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions); and (2) a nonexclusive easement for the Prairie Ridge Commercial Association, Inc. (hereinafter referred to as the "Association") for the planting and maintenance of grass and street trees, and the snow clearance, maintenance, repair and replacement of sidewalks in the area between the roadway and the properties, and for the construction, installation, repair, replacement, maintenance and use of such driveways in the area between the public roadway and the adjacent properties as approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village, but not the obligation to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions and assess such costs to the abutting properties); and in the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets, the Association, or of the Lot Owner, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The adjacent Lot Owner shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public sidewalks, and private driveways, public street lights energy and maintenance costs, mailboxes, utility and communications facilities, street terrace grading, placing topsoil and seeding, street trees and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance in accordance with the terms and conditions of the Village Land Division and Development Control Ordinance and obligations under the Development approvals on file with the Village.

2. DEDICATED 12' UTILITY EASEMENTS

Easements coextensive with the areas shown as Dedicated Utility Easement areas on Lot 1 of this CSM were dedicated, given, granted and conveyed to WE Energies, AT & T and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") per recorded Document # 1184097, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lot shown on this CSM and for any related ingress and egress. These easements shall also include the right to trim or cut down trees, bushes, branches, and roots as reasonably required interfering with the Utility and Communication Grantees use of the easement areas. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Upon the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the easement areas shall not be altered by more than four (4) inches of final grade without the written approval of the Utility and Communications Grantees. Upon the installation of the utilities, the Lot Owner shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the communication easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees unless a separate agreement is entered into between the Owner(s) and Grantees regarding the transfer of the restoration and maintenance responsibilities to the Grantees. No buildings, fences, or structures of any kind shall be placed within the utility and communications easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street rights-of-way with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the public street areas to a vegetatively stabilized condition, the abutting Lot Owner shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(ies). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of the public roadways after the bituminous surface course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

3. DEDICATED 25' PLANTING AND LANDSCAPE EASEMENT

Nonexclusive easements co-extensive with each areas shown on Lot 1 of this CSM as a Dedicated 25' Planting and Landscape Easement were dedicated, given, granted and conveyed on the Prairie Ridge Final Subdivision Plat to the Village for the purposes of planting and installing trees, shrubs and other landscape elements and all related ingress and egress requirements, grading, replacement and maintenance activities. In the event of any conflict between the rights of the Owner(s) and the rights of the Village or other easement holder entities with respect to the dedicated planting and landscape easement and vehicle non-access area, the Village's rights under these easements shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements. The Owner shall be responsible for all costs associated with the of planting and installing trees, shrubs and other landscape elements and all related grading, replacement and maintenance activities within these nonexclusive easement areas and the access restrictions as noted.

4. DEDICATED PRIVATE ROAD EASEMENT (Needs further discussion regarding its vacation-paragraph forthcoming).

5. DEDICATED VISION TRIANGLE EASEMENT

Nonexclusive easements coextensive with the areas shown as a 15'X15' Dedicated Vision Triangle Easement on Lot 1 of this CSM are hereby dedicated, given, granted and conveyed by the Owner of Lot 1 to the Village for the purpose of maintaining a clear sight line of vision at the identified intersections. There shall be no obstructions, such as but not limited to structures, signage, fencing, vehicular parking, landscaping/vegetation and shelters within the 15'X15' vision triangle easement unless expressly approved by the Village. This restriction is for the safety and benefit of the traveling public and shall be enforceable by the Village.

## RESTRICTIVE COVENANTS

1. The Owner hereby covenants that the Dedicated Vision Triangle Easement areas shown on this CSM hereby places restrictions on the referenced land because of the location of these Easements which were given, granted and conveyed by the Owner to maintain a clear sight line of vision at the 91<sup>st</sup> and 94<sup>th</sup> Avenue, 76<sup>th</sup> Street and Prairie Ridge Boulevard intersections. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters that are permitted within the Dedicated Vision Triangle Easement between the heights of two (2) feet and 10 feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.
2. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the **Street Trees** located within the 91<sup>st</sup> and 94<sup>th</sup> Avenues, 76<sup>th</sup> Street and Prairie Ridge Boulevard rights-of-way shown on this CSM. Such planting and maintenance shall include without limitation and as needed planting, staking, mulching, weeding, pruning, watering, replanting, and removing of trash, debris, leaves and brush around the trees in order to prevent a nuisance condition. No driveways, signage, mail boxes, parking areas, structures or fences shall be erected within the right-of-ways, which might damage the street trees or might interfere with the Village's rights to maintain the public street improvements, unless approved by the Village. This covenant shall run with the land, shall be binding upon the respective Lot Owner, its successors, successors and assigns and successors-in-title of the land, in their capacity as the Owner of Lot 1, and shall benefit and be enforceable by the Village. Such street tree planting and maintenance shall be performed regularly by the Lot Owner, without compensation, and to the satisfaction of the Village.



**ORD. #14-23**

**ORDINANCE TO CREATE THE  
COSTCO WHOLESALE CORPORATION PLANNED UNIT DEVELOPMENT (PUD) ORDINANCE  
PURSUANT TO CHAPTER 420-137 OF THE VILLAGE ZONING ORDINANCE  
IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that the Costco Wholesale Corporation Planned Unit Development (PUD) (420 Attachment 3, Appendix C Specific Development Plan #32 is hereby amended pursuant to Chapter 420-137 of the Village Zoning Ordinance to read as follows:

**COSTCO WHOLESALE CORPORATION PLANNED UNIT DEVELOPMENT**

- a. It is the intent that the Costco Wholesale Corporation (hereinafter referred to as the "DEVELOPMENT"), will provide for structures, improvements and uses on the in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding Village commercial properties as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

The design of Costco represents a unique contextual response to the Village of Pleasant Prairie and Prairie Ridge development. The materiality of the building reflects various rich textures in earth tones including textured panels, intermixed with split-faced CMU, structural brick, variegated lannon stone veneer and accent steel. Compositionally, each façade has been designed with a base, body and cap which together with material, textural and color variations, successfully break up the continuous surface. The masonry elements provide a strong base with anchored corners, while the customer entry is a well-defined lighter space featuring glass slider and sectional doors providing comfort from the elements. Subtle details at the entry focus design for the shoppers experience upon entry, creating deep and wide openings with treatments in stone and CMU signifying the concept of threshold. Costco also intends to provide extensive landscaping, particularly along the southern property boundary between the warehouse and homeowners.

In addition, Costco maintains a Sustainable Practice Design Approach. Green building design is integral to the design, construction, and performance of the prototypical Costco warehouse site and building.

Innovation in Site Development and Building Design:

- Utilize local and regional labor and materials.
- Reduce "Heat Island Effect" with light reflective roof coating
- Centralized energy management system maximizes efficiency of lighting, HVAC, and refrigeration systems.
- Over 200 Energy Star rated skylights provide day lighting throughout 100% of the warehouse sales floor.
- Non-VOC (volatile organic compound) floor sealant covers 100% of concrete warehouse sales floor.
- Heat-reclaim system within the refrigeration systems is used to heat warehouse water.

- Refrigeration is based upon atmosphere-friendly cooling system.
- High efficiency restroom fixtures provide 40% water savings over fixtures currently required by code.
- Use of native species landscaping and drip irrigation reduce potable water consumption.

Pre-Engineered Architectural Metal Panel Building System: A key green building design component is the reliance upon the pre-engineered architectural metal panel (stucco appearing) building system which contributes to achieving significant sustainable building practice benefits.

- Architectural metal wall panel and insulation system provides twice the insulation value over concrete masonry.
- Pre-engineered metal warehouse structure, walls, and roof use 80% recycled steel material.

Architectural Metal Panel versus Traditional Concrete Masonry: Significant advantages of Costco Wholesale's pre-engineered architectural metal panel building system compared to a traditional masonry wall system:

Qualifies for 2009 LEED credits

- Material content is composed of 80% recycled steel. (LEED MR Credit 4.2 Recycled Content 20%)
- Steel components are 100% recyclable

Complies with 2004 Energy Code (ASHRAE 90.1)

- Exceeds code minimums by greater margin.
- Provides twice the insulation "R" value. (AMP = R-11 vs. CMU 10" = R-5)

Lower Energy Costs

- Fewer HVAC units are required (one-less 25-ton unit). (AMP = 12 @ 25-ton unit vs. CMU = 13 @ 25-ton unit)

Total energy consumption for heating and cooling over lifetime of warehouse is less.

It is anticipated that the facility will be open for business by August 2015. A typical Costco store after three years of operation employs approximately 175-200 full-time and part-time employees. Costco pays among the highest wages in the industry. Costco also provides a tremendous benefit package including medical, dental, vision, pharmacy, mental health, life insurance, disability, long term care, employee assistance program, flexible spending accounts, employee stock purchase program and other benefits.

Finally, Costco also benefits the community via multiple levels to include:

- Jobs
- Curbing retail leakage
- Property Tax generation
- Local Services
- Community Involvement examples:
  - 1% of pre-tax profit is designated annually for charitable organizations.
  - Adopt-A-School Reading program. Costco employees volunteer to help students in first through fourth grades improve their reading skills. Currently there are 135 programs across the United States and Canada.
  - Children's Hospital Campaigns
  - Fresh Start Backpack program
  - Communities in Schools

- b. Legal Description: The properties included are collectively known as Lot 1 of CSM \_\_\_\_\_ as recorded at the Kenosha County Register of Deeds Office on \_\_\_\_\_, 2014 as Document # \_\_\_\_\_ (part of Outlot 22 of Prairie Ridge Subdivision), located in U.S. Public Land Survey Section 8, Township 1 North, Range 22 East in the Village of Pleasant Prairie, Kenosha County, Wisconsin.
- c. Requirements within the DEVELOPMENT:
- (i) The DEVELOPMENT shall be in compliance with all Federal, State, County and Village Ordinances and regulations, except as expressly modified by this PUD Ordinance.
  - (ii) The DEVELOPMENT shall be in compliance with the *Prairie Ridge Commercial Development Declaration of Development Standards and Protective Covenants*, as recorded at the Kenosha County Register of Deeds Office. Said Declarations, as requested by the owners and approved by the Village, may be amended from time to time.
  - (iii) The DEVELOPMENT, including but not limited to, the building(s), sign(s), fence(s), truck and compactor enclosures, landscaping, parking lot(s), exterior site lighting, etc., and the site as a whole, shall be maintained on a regular basis in a neat, presentable, aesthetically pleasing, structurally sound and non-hazardous condition. This site maintenance shall also include the daily picking up and disposal of trash and debris which may accumulate on the sites.
  - (iv) Except as provided herein, the DEVELOPMENT shall be in compliance with the existing ORDINANCE #07-28, adopted by the Village Board on July 16, 2007, and entitled *Prairie Ridge Planned Unit Development Ordinance*. Said Ordinance, as requested by the owners and approved by the Village, may be amended from time to time.
  - (v) The owners of the DEVELOPMENT shall be in compliance with the Digital Security Imaging System Agreement (DSIS) and Access Easement as conditionally approved by the by the Plan Commission on \_\_\_\_\_, 2014.
  - (vi) The DEVELOPMENT shall be in compliance with all applicable Site and Operational Plan(s), Conditional Use Permits and other Planned Unit Developments, as on file with the Village.
  - (vii) All buildings and site alterations and modifications, excluding general building and site maintenance within the DEVELOPMENT, shall be made in accordance with the applicable Village Ordinances and Codes at the time the modification is proposed.
  - (viii) All buildings/structures and all exterior additions, remodeling or alterations to the any buildings/structures within the DEVELOPMENT shall be constructed of the same or complimentary exterior materials, colors and architectural style to ensure a unified commercial development, including signage, lighting, outdoor furniture, etc. with the Prairie Ridge entire commercial area included within the Prairie Ridge Subdivision.
  - (ix) The use, operations, site, building and structures within the DEVELOPMENT shall be designed, laid out, constructed and maintained in full compliance with the approved Site and Operational Plans, the Conditional Use Permit, Liquor and Tobacco Licenses and all other applicable provisions of the Village Municipal Code and all other applicable Village, County, State Building Codes, Fire & Rescue Ordinances and county and federal regulations.
  - (x) The site, building and truck and compactor screening wall(s) and compactor(s) within the DEVELOPMENT shall be maintained in a clean, neat, painted, presentable, aesthetically pleasing, odor-free, structurally sound and nonhazardous

condition inside and outside of the store at all times. All miscellaneous small litter and debris lying outside of the structures shall be promptly removed on a daily basis.

- (xi) Costco delivery trucks shall not utilize Prairie Ridge Boulevard for access to and from the DEVELOPMENT. Costco and other semi-trucks shall arrive at the site via STH 50 south on 91<sup>st</sup> or 94<sup>th</sup> Avenues. As needed, the Village will install "No Semi-Truck Deliveries" signs on Prairie Ridge Boulevard to re-direct semi-truck traffic from using Prairie Ridge Boulevard for deliveries/departures.
- (xii) Only one (1) 2-week outdoor Christmas tree tent/truck sale in December each year will be allowed adjacent to the building with approval of a Temporary Use Permit and Christmas Tree License.
- (xiii) All light standards within the DEVELOPMENT shall be located within landscaped islands or landscaped areas and shall not exceed a height of 30 feet from grade including concrete bases with a maximum height at 36 inches.
- (xiv) There shall be no exterior sidewalk displays of merchandise, vehicles or any other items, including temporary signage that is not allowed by the Zoning Ordinance within the DEVELOPMENT. Holiday decorations are allowed insofar as they are timely removed within 21 days after the holiday.
- (xv) No flags, pennants, streamers, inflatable signage, a-frame price signs, plastic banner-type signage, spot lights, walking signs, shall be affixed to any building, landscaping vehicle, roof-top, or the ground (outside the building) shall be allowed unless expressly permitted by the Zoning Ordinance.
- (xvi) No outside storage of any racking, recycling, products, raw materials, building materials, metal racking, displays, etc. Cardboard recycling must be kept inside the dock area for pickup.
- (xvii) No outside overnight cart storage shall be allowed. Carts and overflow carts shall be stored inside.
- (xviii) No outdoor temporary garden sales with hoop greenhouses shall be allowed in the parking lot.
- (xix) There shall be no pods or temporary trailers parked on site storing products.
- (xx) The site shall not be used for any parking (neither overnight nor during the day) of junked/inoperable/dismantled/unlicensed vehicles. All junked/inoperable/dismantled/unlicensed vehicles that are parked overnight will be issued citations.
- (xxi) No vehicles or boats for sale shall be placed exterior of the store in the parking lot or on the exterior sidewalk areas outside of the building envelope.
- (xxii) No overnight parking shall be permitted for delivery trucks or semi-trucks in the DEVELOPMENT. However, occasional exceptions will be permitted during peak holiday seasonal time periods, wherein trucks may be docked for limited periods of time.
- (xxiii) No outside loud speakers shall be utilized in the dock or parking lot areas.
- (xxiv) No changes to the exterior site, building or structures shall be made without the Village's approval. No painting of the exterior of the buildings shall be permitted, unless expressly permitted by the Village.
- (xxv) The DEVELOPMENT shall comply with the designated Village approved business hours of operation and hours of delivery times for the B-2 District at all times during the year, even during the holiday seasons.

- (xxvi) The DEVELOPMENT shall be maintained in a neat, presentable, aesthetically pleasing, structurally sound and nonhazardous condition. All litter and debris shall be promptly removed.
- (xxvii) The DEVELOPMENT shall comply with all applicable performance standards set forth in Section 420-38 of the Village Zoning Ordinance.

d. Specific modifications to the Village of Pleasant Prairie Zoning Ordinance for the DEVELOPMENT:

- (i) Section 420-47 D width of the driveway is amended as follows:
  - D. The maximum width of a driveway shall not exceed 40 feet at the property line. The Zoning Administrator, however, may allow an increase in width to provide for safer and adequate traffic movements. In no case shall a driveway opening extend into the right-of-way so as to cross the extension of the side property lines as extended into the right-of-way.
- (ii) Section 420-48 L (1) (a) related to parking area (which includes parking spaces, maneuvering lanes and fire lanes) is amended as follows:
  - (a) Twenty feet from all adjoining street rights-of-way, and a minimum of 8 feet from the north property line of the Holiday Inn Express property identified as Tax Parcel Number 91-4-122-081-0250.
- (iii) Section 420-119 I (4) (a) related to Building Gross Floor Area for the principal buildings is amended as follows:
  - (a) Gross floor area for all buildings on site shall not exceed 154,000 square feet (excludes the canopy area over the gasoline dispensing pump.)
- (iv) Section 420-119 J (1) related to the number of principal structures per lot is amended as follows:
  - (1) Number of principal structures per lot: Two maximum—main building and gas facility enclosure.
- (v) Section 420-119 I (4) (c) [1] related to building setbacks is amended as follows:
  - [1] Street setback: minimum of 65 feet from arterial streets (94<sup>th</sup> Avenue) and a minimum of 40 feet from other streets; however the canopy over the gasoline dispensing pumps is permitted to be a minimum of 30 feet from all streets.
- (vi) Section 420-76 T related to Primary Monument Sign shall be amended as follows:
  - T. Primary Monument/Address Sign
    - (1) One sign is required the DEVELOPMENT that includes the full address (street number and street name).
    - (2) Maximum area: 50 square feet per face.
    - (4) Minimum height: 4 feet
    - (5) Maximum height: 6 feet
    - (4) Minimum setback distance: 15 feet from any property line.
    - (6) Shall include the street address of the principal building on the property, including the street number(s) and the name of the street, but such address may be placed on the base of the

sign (where they will not count toward the maximum area of the sign display).

- (7) Landscaping shall extend a minimum of five feet in every direction from the base or other support structure of the sign.
- (8) May be illuminated.
- (9) Shall be placed on a solid-appearing decorative base which supports a minimum of 75% of the horizontal dimension of the sign display constructed or stone or brick to match the building.
- (10) The base of the sign shall be two feet height and shall not extend to either side of the sign display by a distance exceeding 1/2 of the horizontal dimension of the sign display, or extend above the level of the top of the sign display by a distance exceeding 1/2 of the vertical dimension of the sign display.

(vii) Section 420-78 K related to Aggregate Permitted Background Commercial Advertising Sign Area shall be amended as follows:

- K. Aggregate permitted background commercial advertising sign within the DEVELOPMENT shall be limited to:
  - (1) Maximum of 500 square feet for the warehouse building.
  - (2) Maximum of 80 square feet from the canopy over the gasoline dispensing pumps.

(viii) Section 420-57 H (2) (g) [1] [f] related to exterior walls of all principal or accessory buildings shall be amended to create [f] to read as follows:

- [f] Metal panel with a stucco appearance as specified in the Site and Operational Plans as approved by the Village Plan Commission, smooth or ribbed metal panels are not allowed.

e. Amendments

- (i) The PUD regulations for the DEVELOPMENT may be amended pursuant to Chapter 420-137 of the Zoning Ordinance.
- (ii) The Zoning Administrator has the discretion to approve minor changes, adjustments and additions to this PUD ordinance document without the need for Village Plan Commission and Village Board review and approval.

**Adopted this 4<sup>th</sup> day of August 2014.**

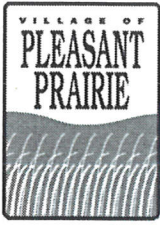
VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

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



RECEIVED JUN 5 - 2014 Village of Pleasant Prairie

Filed 6/5 20 Published 20
Public Hearing 20
Fee Paid 20 Approved 20
Notices Mailed 20 Denied 20

VILLAGE OF PLEASANT PRAIRIE, WISCONSIN
ZONING MAP AND TEXT AMENDMENT APPLICATION

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

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present B-2
District(s) to PUD Overlay District(s). The property petitioned
to be rezoned is located at: TBD 76th Street and is legally described
(address)
as follows: See Attachment "A"

Tax Parcel Number(s): 91-4-122-081-0221

The proposed use for this property is: member's only retail warehouse with accessory uses of attached
tire center and free standing fueling facility

Petitioner's interest in the requested rezoning: Authorized Agent for Contract Purchaser

Compatibility with adjacent land uses: Yes

I (We) are also requesting a Zoning Text Amendment to amend Section of
the Village Zoning Ordinance.

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

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

PROPERTY OWNER:

Print Name: SB1 Pleasant Prairie WI LLC
Signature:
c/o Madison Realty Group
Address: 200 W. Madison Street
Chicago IL 60606
(City) (State) (Zip)
Phone: 312-759-5020
Fax:
Email: dgalowich@madisonchicago.com
Date

OWNER'S AGENT:

Costco Wholesale
Print Name: c/o Theodore R Johnson
Signature:
Address: 2311 W. 22nd Street, Suite 208
Oak Brook IL 60523
(City) (State) (Zip)
Phone: 630-368-0840
Fax: 630-368-0845
Email: tjohnson@tjdesignltd.com
Date



Filed \_\_\_\_\_ 20 \_\_\_\_\_ Published \_\_\_\_\_ 20 \_\_\_\_\_  
 Public Hearing \_\_\_\_\_ 20 \_\_\_\_\_ 20 \_\_\_\_\_  
 Fee Paid \_\_\_\_\_ 20 \_\_\_\_\_ Approved \_\_\_\_\_ 20 \_\_\_\_\_  
 Notices Mailed \_\_\_\_\_ 20 \_\_\_\_\_ Denied \_\_\_\_\_ 20 \_\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
 ZONING MAP AND TEXT AMENDMENT APPLICATION**

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

I, (We), the undersigned owner(s)/agent do hereby petition the Village Board to amend the Village of Pleasant Prairie Zoning Map as hereinafter requested.

It is petitioned that the following described property be rezoned from the present B-2  
 \_\_\_\_\_ District(s) to PUD Overlay \_\_\_\_\_ District(s). The property petitioned  
 to be rezoned is located at: TBD 76th Street \_\_\_\_\_ and is legally described  
 (address)  
 as follows: See Attachment "A"

Tax Parcel Number(s): 91-4-122-081-0221

The proposed use for this property is: member's only retail warehouse with accessory uses of attached  
 tire center and free standing fueling facility

Petitioner's interest in the requested rezoning: Authorized Agent for Contract Purchaser

Compatibility with adjacent land uses: Yes

I (We) are also requesting a Zoning Text Amendment to amend Section \_\_\_\_\_ of  
 the Village Zoning Ordinance.

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

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

**PROPERTY OWNER:**

Print Name: SB1 Pleasant Prairie WI LLC

Signature: \_\_\_\_\_  
 c/o Madison Realty Group

Address: 200 W. Madison Street

Chicago IL 60606  
 (City) (State) (Zip)

Phone: 312-759-5020

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

Email: dgalowich@madisonchicago.com

Date \_\_\_\_\_

**OWNER'S AGENT:**

Costco Wholesale

Print Name: c/o Theodore R. Johnson

Signature: Theodore R. Johnson

Address: 2311 W. 22nd Street, Suite 208

Oak Brook IL 60523  
 (City) (State) (Zip)

Phone: 630-368-0840

Fax: 630-368-0845

Email: tjohnson@tjdesignltd.com

Date: June 3, 2014



## LEGAL DESCRIPTION

TAX PARCEL: 92-4-122-081-0221

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

## PRAIRIE RIDGE PUD VARIATIONS

### COSTCO - PLEASANT PRAIRIE, WI

The applicant, Costco Wholesale is seeking to develop a not to exceed 154,000 square foot warehouse retail building that includes an 5,500 square foot attached accessory tire center, food service center, employee break room and locker area. In addition, a freestanding 4 island gasoline fueling facility containing 16 pumping positions is also proposed for the site. The proposed warehouse is located in the general area at the northwest corner of 91<sup>st</sup> Street and Prairie Ridge Road. The fueling facility will be located at the southeast corner of 94<sup>th</sup> Avenue and 76<sup>th</sup> Street. The parcel is located within the Prairie Ridge Planned Unit development within the Village limits of Pleasant Prairie, Wisconsin. However, in order to develop the parcel for the above use, Costco is requesting the following modifications/variances/waivers from the Prairie Ridge PUD:

- Modify 20' driveway setback adjacent to Holiday Inn Express to 8'.8".
- Modify 35' driveway widths to 40' width.
- Modify the 94<sup>th</sup> Avenue driveway width to accommodate a landscaped driveway median within the driving entrance.
- Modify building square footage from 25,000 to 153,962 sq. ft.
- Modify building signage square footage from 300 to 600 sq. ft.
- Modify no outside sales/storage to allow a 2-week outdoor Christmas tree tent/truck sale in December each year - location.
- Modify required parking space ratio from 5/1,000 to 4.49/1,000.
- Modify monument sign requirement- monument sign with address is required.
- Modify lighting standards height - requested at 30 feet from grade including concrete bases with height at 30 inches ( 30" bases in landscape islands are required) as measured from landscape bed assuming all lights to the extent possible are located within a landscaped islands.

- Modify building materials to allow metal stucco panel materials on the building.
- Modify delivery hours to accept deliveries at 5:00 a.m. instead of 6:00 a.m. may be acceptable.
- Modify the canopy setback from 65 feet to 30 foot.
- Modify gas canopy signage square footage from 75 square feet to 80 square feet.

If successful in gaining all necessary development approvals for the subject property, Costco intends to proceed with site work and construction of a Costco warehouse along with the above listed accessory uses. Build out typically takes approximately five to six months, which would include stocking merchandise and hiring personnel.

The design of Costco Pleasant Prairie represents a unique contextual response to the Village of Pleasant Prairie and Prairie Ridge development. The materiality of the building reflects various rich textures in earth tones including textured panels, intermixed with split-faced CMU, structural brick, variegated lannon stone veneer and accent steel. Compositionally, each façade has been designed with a base, body and cap which together with material, textural and color variations, successfully break up the continuous surface. The masonry elements provide a strong base with anchored corners, while the customer entry is a well-defined lighter space featuring glass slider and sectional doors providing comfort from the elements. Subtle details at the entry focus design for the shoppers experience upon entry, creating deep and wide openings with treatments in stone and CMU signifying the concept of threshold. Costco also intends to provide extensive landscaping, particularly along our southern property boundary between the warehouse and homeowners.

In addition, Costco maintains a *Sustainable Practice Design Approach*. Green building design is integral to the design, construction, and performance of the prototypical Costco warehouse site and building.

#### Innovation in Site Development and Building Design:

- Utilize local and regional labor and materials.
- Reduce “Heat Island Effect” with light reflective roof coating
- Centralized energy management system maximizes efficiency of lighting, HVAC, and refrigeration systems.

- Over 200 Energy Star rated skylights provide day lighting throughout 100% of the warehouse sales floor.
- Non-VOC (volatile organic compound) floor sealant covers 100% of concrete warehouse sales floor.
- Heat-reclaim system within the refrigeration systems is used to heat warehouse water.
- Refrigeration is based upon atmosphere-friendly cooling system.
- High efficiency restroom fixtures provide 40% water savings over fixtures currently required by code.
- Use of native species landscaping and drip irrigation reduce potable water consumption.

#### Pre-Engineered Architectural Metal Panel Building System:

A key green building design component is the reliance upon the pre-engineered architectural metal panel building system which contributes to achieving significant sustainable building practice benefits.

- Architectural metal wall panel and insulation system provides twice the insulation value over concrete masonry.
- Pre-engineered metal warehouse structure, walls, and roof use 80% recycled steel material.

#### Architectural Metal Panel versus Traditional Concrete Masonry:

Significant advantages of Costco Wholesale's pre-engineered architectural metal panel building system compared to a traditional masonry wall system:

##### *Qualifies for 2009 LEED credits*

- Material content is composed of 80% recycled steel.  
(LEED MR Credit 4.2 Recycled Content 20%)
- Steel components are 100% recyclable

*Complies with 2004 Energy Code (ASHRAE 90.1)*

- Exceeds code minimums by greater margin.
- Provides twice the insulation “R” value.  
(AMP = R-11 vs. CMU 10” = R-5)

*Lower Energy Costs*

- Fewer HVAC units are required (one-less 25-ton unit).  
(AMP = 12 @ 25-ton unit vs. CMU = 13 @ 25-ton unit)

Total energy consumption for heating and cooling over lifetime of warehouse is less.

It is the intent that the Costco Development will provide for structures, improvements and uses on the property as legally described below in conformity with the adopted Village Comprehensive Plan and in compliance with the basic underlying B-2, Community Business Zoning District with the goal of facilitating development in a fashion that will not be contrary to the general health, safety, economic prosperity, and welfare of the Village, with the additional goal of encouraging proper maintenance of the structures, landscaping, sitting areas, parking areas, lighting, signage and general site development so as to promote an attractive and harmonious commercial development area and seek to achieve a commercial/business environment of sustained desirability and economic stability, which will operate as a uniform commercial development with the surrounding commercial properties located both in the Village of Pleasant Prairie and the nearby City of Kenosha as well as avoids unreasonable adverse effects to the property values of the surrounding properties and surrounding neighborhood.

Costco’s business concept is premised by offering a limited assortment of nationally-branded, first-quality products in a wide variety of categories, at prices significantly below traditional wholesalers, discount retailers, and super markets. A significant portion of Costco’s customer base is small and medium size businesses which purchase for commercial use and also individuals who are members of qualifying groups. The product line consists of typical department store merchandise, such as wearing apparel, dry goods, appliances, furniture, hardware and auto accessories; as well as a broad range of grocery store items, including fresh baked goods, meats, and produce. Costco also offers tire installation, pharmacy, one-hour photo, hearing aid, optometry and travel services. Costco’s mission is to continually provide our members with quality goods and services at the lowest possible prices. In order for Costco to achieve this mission, they conduct their business with the following Code of Ethics in mind:

1. Obey the law
2. Take care of our members
3. Take care of our employees
4. Respect our vendors

It is anticipated that the facility will be open for business by August 2015. A typical Costco store after three years of operation employs approximately 175-200 full-time and part-time employees. Costco pays among the highest wages in the industry. Its US average hourly wage is \$20.90. U.S. Hourly wages examples include; Service Assistant \$11.50 to \$20.30 per hour; Service Clerk \$12.00 - \$22.00 per hour; Meat Cutters \$12.00 to 23.50 per hour. Long term employees are also eligible for extra checks of \$5,000 to \$8,000. A full time cashier's annual salary after 5 years is \$50,760. Costco also provides a tremendous benefit package including medical, dental, vision, pharmacy, mental health, life insurance, disability, long term care, employee assistance program, flexible spending accounts, employee stock purchase program, 11 holidays per year, college student retention program, Free Costco membership with 2% reward and 401(k). Part-time employees working more than 23 hours per week receive core medical, dental and vacation benefits after 6 months. Part-time employees are guaranteed 24 hours per week. Costco promotes from within, thus great opportunities for career advancement.

Warehouse hours are 10:00 am – 8:30 pm Weekdays, Saturdays 9:30 am – 6:00 pm and Sunday 10:00 am – 6:00 pm. Receiving hours for the warehouse is typically 4:30 am – 10:00 am Monday thru Saturday. Fueling facility hours are 6:00 am to 9:00 pm Weekdays, 6:00 am to 7:00 pm on Weekends.

Finally, Costco also benefits the community via multiple levels to include:

- Jobs
- Curbing retail leakage
- Property Tax generation
- Local Services
- Community Involvement examples:
  - 1% of pre-tax profit is designated annually for charitable organizations.
  - Adopt-A-School Reading program. Costco employees volunteer to help students in first through fourth grades improve their reading skills. Currently there are 135 programs across the United States and Canada.
  - Children's Hospital Campaigns
  - Fresh Start Backpack program
  - Communities in Schools

## COSTCO WHOLESALE

### Operational Plan Responses

(1) Operational plan requirements. The applicant shall prepare and file as part of the application for site and operational plan approval an operational plan which shall include at least the following information or materials:

(a) A detailed narrative description of the operations, processes and functions of the existing and proposed uses to be conducted in or on the real property constituting the site, together with any diagrams, maps, charts or other visual aids that are helpful in understanding the operations and any potential adverse impacts on neighboring properties.

***Costco Wholesale Corporation operates an international chain of membership warehouses, mainly under the "Costco Wholesale" name, that carry quality, brand name merchandise at substantially lower prices than are typically found at conventional wholesale or retail sources. The warehouses are designed to help small-to-medium-sized businesses reduce costs in purchasing for resale and for everyday business use. Individuals may also purchase for their personal needs.***

***Costco's warehouses present one of the largest and most exclusive product category selections to be found under a single roof. Categories include groceries, candy, appliances, television and media, automotive supplies, tires, toys, hardware, sporting goods, jewelry, watches, cameras, books, housewares, apparel, health and beauty aids, tobacco, furniture, office supplies and office equipment. Costco is known for carrying top quality national and regional brands, with 100% satisfaction guaranteed, at prices consistently below traditional wholesale or retail outlets. Costco also offers tire installation, pharmacy, one-hour photo, hearing aid, optometry and travel services.***

***Members can also shop for private label Kirkland Signature products, designed to be of equal or better quality than national brands, including juice, cookies, coffee, housewares, luggage, clothing and detergent. The Company also operates self-service gasoline stations at a number of its U.S. and Canadian locations.***

***Additionally, Costco Wholesale Industries, a division of the Company, operates manufacturing businesses, including special food packaging, optical laboratories, meat processing and jewelry distribution. These businesses have a common goal of providing members with high quality products at substantially lower prices.***

(b) A detailed description of the proposed project or activity giving rise to the need for site and operational plan approval and a detailed explanation of how such project or activity relates to the site and to the existing or proposed operations to be conducted in or on the real property constituting the site.

***Costco is seeking to construct a 149,505 square foot warehouse retail building that includes a 8,631 square foot attached accessory tire center, enclosed 4,090 square foot entrance canopy food service center, employee break room, locker area and fire pump room, totaling 153,962 square foot building area. In addition, a freestanding 4 island gasoline fueling facility containing 16 pumping positions is also proposed for the site. The proposed warehouse is located in the general area at the northwest corner of 91<sup>st</sup> Street and Prairie Ridge Boulevard.***

**The fueling facility will be located at the southwest corner of 94<sup>th</sup> Avenue and 76<sup>th</sup> Street. Both parcels are within the Prairie Ridge Planned Unit Development within the village limits of Pleasant Prairie, Wisconsin.**

(c) Gross floor area of the existing building(s) and/or proposed addition.

**The proposed building will not exceed 154,000 square foot. See (b) above**

(d) Anticipated hours of operation, hours open to the public, and hours of deliveries or shipments.

**Warehouses:**

**Monday – Friday 10:00 AM to 8:30 PM**

**Saturday 9:30 AM to 6:00 PM**

**Sunday 10:00 AM to 6:00 PM**

**Gas Station Hours 6:30 AM – 10:00 PM**

**Hours of deliveries typically range from 4:30 a.m. to 10:00 a.m. Monday – Saturday. At this location Costco will not accept deliveries before 5:00 a.m. or after 10:00 p.m.**

(e) Anticipated startup and total number of full- and part-time employees.

**150 employees: 50% full time and 50% part time**

(f) Anticipated number of shifts and the anticipated number of employees per shift.

**Employees come in at random times throughout operational hours. No specifically defined shifts.**

(g) Anticipated maximum number of employees on site at any time of the day.

**Peak employees at one time in the warehouse is approximately 75.**

(h) Number of anticipated students, participants or persons to be gathered in places of assembly, if applicable.

**N/A**

(i) Number of parking spaces required per this chapter and the method used to calculate such number.

**770 required (5/1000)**

(j) Number of existing and proposed on-site parking spaces to be provided (conventional spaces and handicapped accessible spaces to be stated separately).

**675 10'x20' spaces / 17 handicapped accessible spaces - 692 total stalls provided.**

(k) Anticipated daily average and maximum potential number of automobile trips to and from the site (excluding trucks).

**The proposed Costco warehouse is expected to generate 720 new trips during the weekday evening peak. (360 entering vehicles /360 exiting vehicles)**



(l) Anticipated daily average and maximum potential number of truck trips to and from the site.

**8 – 10 trucks per day, Monday thru Saturday.**

(m) Types and quantities of goods and materials to be made, used or stored on site.

**Fresh produce, Gourmet Deli and Rotisserie Chicken, Fresh Meat, Fresh Bakery, groceries, candy, appliances, television and media, automotive supplies, tires, toys, hardware, sporting goods, jewelry, watches, cameras, books, housewares, apparel, health and beauty aids, tobacco, furniture, office supplies and office equipment.**

(n) Types of equipment or machinery to be used on site.

**Please refer to Costco Wholesale Corporate Sustainability Report**

(o) Types and quantities of solid or liquid waste materials which will require disposal.

**Please refer to Costco Wholesale Corporate Sustainability Report**

(p) Method of handling, storing and disposing of solid or liquid waste materials.

**Please refer to Costco Wholesale Corporate Sustainability Report**

(q) Methods of providing site and building security other than the Village Police Department.

**A Costco employee is responsible for checking membership cards for all parties entering the building, as well as merchandise checking upon departing the building. In addition, Costco has cameras strategically located throughout the warehouse with in-house security monitoring at all times.**

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

**Costco's property management department is responsible for maintaining the facilities and putting into place any contractual services required for maintain the grounds.**

(s) Description of potential adverse impacts to neighboring properties or public facilities and measures to be taken to eliminate or minimize such adverse impacts.

**Costco does not anticipate any potential adverse impacts to neighboring properties or public facilities. Any issues that may arise are addressed at the earliest possibility.**

(t) A list of all local, Kenosha County (highway access), State and federal permits or approvals required for the project or activity giving rise to the need for site and operational plan approval. Provide copies of such permits and approvals that have been obtained.

**Costco's team is still in the process of identifying such permits, etc. and will provide all required documentation.**

(2) Operational plan standards. In addition to any other applicable requirements or standards specified in this chapter, the following requirements or standards shall apply to the operational plan:

(a) No use shall be conducted in such a way as to constitute a public or private nuisance.

**Understood, does not appear to be applicable**

(b) No use shall be conducted in such a way as to violate any of the performance standards set out in § [420-38](#) of this chapter.

***Understood***

(c) (reserved)

***Understood***

(d) No owner, occupant or user of real property shall conduct a use so intensively that there is inadequate provision of on-site parking spaces and/or loading spaces to accommodate the needs of such use.

***Understood.***

(e) All buildings, structures, site improvements and sites shall be maintained in a safe, structurally sound, neat, well cared for and attractive condition.

***Understood***

(f) Within a building, any provision of live entertainment in connection with a business or club use involving the selling or service of alcoholic beverages shall comply with the following restrictions:

***Not applicable***

[1] Live entertainment shall be provided only on a raised platform that is not less than 23 inches higher than the elevation of the surrounding floor surfaces where customers, members or their guests are sitting, standing or dancing;

***Not applicable***

[2] Customers, members or their guests shall at all times be separated from the raised platform on which live entertainment is being provided by a distance of not less than four feet and a physical barrier to mark and enforce such separation distance; and

***Not applicable***

[3] There shall be no touching of any kind between entertainers and customers, members or their guests.

***Not applicable***

(g) No proposed new or expanded use shall be permitted to create or significantly exacerbate unsafe traffic conditions on any street or highway in the Village.

***Not applicable***

(h) Indoor pyrotechnic displays are prohibited.

***Not applicable***



## About Costco

November 2013

### Company Profile

Costco Wholesale Corporation operates an international chain of membership warehouses, mainly under the "Costco Wholesale" name, that carry quality, brand name merchandise at substantially lower prices than are typically found at conventional wholesale or retail sources. The warehouses are designed to help small-to-medium-sized businesses reduce costs in purchasing for resale and for everyday business use. Individuals may also purchase for their personal needs.

Costco's warehouses present one of the largest and most exclusive product category selections to be found under a single roof. Categories include groceries, candy, appliances, television and media, automotive supplies, tires, toys, hardware, sporting goods, jewelry, watches, cameras, books, housewares, apparel, health and beauty aids, tobacco, furniture, office supplies and office equipment. Costco is known for carrying top quality national and regional brands, with 100% satisfaction guaranteed, at prices consistently below traditional wholesale or retail outlets.

Members can also shop for private label Kirkland Signature products, designed to be of equal or better quality than national brands, including juice, cookies, coffee, housewares, luggage, clothing and detergent. The Company also operates self-service gasoline stations at a number of its U.S. and Canadian locations.

Additionally, Costco Wholesale Industries, a division of the Company, operates manufacturing businesses, including special food packaging, optical laboratories, meat processing and jewelry distribution. These businesses have a common goal of providing members with high quality products at substantially lower prices.

According to Jim Sinegal, the Company's Co-Founder and Director, "Costco is able to offer lower prices and better values by eliminating virtually all the frills and costs historically associated with conventional wholesalers and retailers, including salespeople, fancy buildings, delivery, billing and accounts receivable. We run a tight operation with extremely low overhead which enables us to pass on dramatic savings to our members."

### Founded in 1983



Costco Wholesale began operations in 1983 in Seattle, Washington. In October 1993, Costco merged with The Price Company, which pioneered the membership warehouse concept in 1976. In January 1997, after the spin-off of most of its non-warehouse assets to Price Enterprises, Inc., the Company changed its name to Costco Wholesale Corporation, which trades under the NASDAQ symbol "COST".

While there are many imitators out there, we originated the warehouse club concept in 1976 and continue to lead the industry in terms of service, quality, value and innovation. Others have come and gone, but Costco has grown to become, in terms of sales, the 4th-largest retailer in the United States and the largest operator of membership clubs worldwide.

## Company Mission Statement



Costco's mission is to continually provide our members with quality goods and services at the lowest possible prices. In order to achieve our mission we will conduct our business with the following Code of Ethics in mind:

1. Obey the law
2. Take care of our members
3. Take care of our employees
4. Respect our vendors

If we do these four things throughout our organization, then we will realize our ultimate goal, which is to **reward our shareholders.**

## Costco's Risk Free 100% Satisfaction Guarantee



### Membership:

A membership fee will be refunded in full at any time if a member is dissatisfied.

### Merchandise:

Satisfaction is guaranteed on every product sold with a full refund. The following must be returned within 90 days of purchase for a refund: televisions, projectors, computers, cameras, camcorders, touchscreen tablets, MP3 players and cellular phones.

## Worldwide Location Totals by Country



649 Warehouses

- 461 in U.S. (43 states) & Puerto Rico
- 87 in Canada (9 Canadian provinces)
- 25 in the United Kingdom
- 10 in Taiwan
- 9 in Korea
- 18 in Japan
- 5 in Australia
- 34 in 18 Mexican States

## Financial Performance FY'13



- Annual Revenues \$102.9 Billion
- Net Income \$2.0 Billion
- Average Sales per Warehouse \$160 Million

*Typical F53/R47*

*Total 145-150 75/75*

## Employment Facts



- 187,000 employees worldwide; 129,000 US employees.
- US - 86% benefits eligible (98% enrolled).
- Low turnover – 10%; 6% for employees with more than one year experience.

*New Warehouse. # Full 45 # Part 55*

*Employees*

- Costco recruits primarily from the community in which it is located.
- Costco's objective is to hire promotable employees with enthusiasm and a desire to build a career.

- Costco pays among the highest wages in the industry. Its US average hourly wage is \$20.90. US hourly wages:
  - Service Assistant \$11.50 to \$20.30 per hour
  - Service Clerk \$12.00 to \$22.00 per hour
  - Meat Cutters \$12.00 to \$23.50 per hour
  - Long term employees are also eligible for extra checks of \$5,000 to \$8,000 per year.
  - A full time cashier's annual salary after 5 years is \$50,760.
- Costco provides a tremendous benefit package including medical, dental, vision, pharmacy, mental health, life insurance, disability, long term care, employee assistance program, flexible spending accounts, employee stock purchase program, 11 holidays per year, college student retention program, free Costco membership with 2% reward and 401(k).
- Part-time employees working more than 23 hours per week receive core medical, dental and vacation benefits after 6 months.
- Part-time employees are guaranteed 24 hours per week.
- Great opportunities for career advancement, Costco promotes from within.
- Strive for 50% full-time to part-time ratio.
- Costco employment grows as sales increase.
- Substantial disposable income generated within the community.

## Membership Data

- 39.0 Million Households
- 71.2 Million Cardholders
- 28.9 Million Goldstar Members
- 6.6 Million Business Members plus 3.5 Million Add Ons

## Types of Membership:



- **Business Membership** is available to all licensed businesses, nonprofit organizations, government agencies, farmers and ranchers. The \$55 annual membership fee includes a spouse card. Up to six additional Business Membership cards are available at \$55 each, which includes a free spouse card. Business identification (business license, resale certificate, or three pieces of business ID) is required when applying for a Business Membership. Costco offers Business Members a complimentary subscription to our award winning *The Costco Connection* – a lifestyle magazine for small business. It is valid at any Costco worldwide.



- **Gold Star Membership** is available for individuals who do not qualify for a Business Membership. The Gold Star Membership is \$55 per year, which includes a spouse card. It is valid at any Costco worldwide.



- **Executive Membership** is available to anyone who wants the benefits of a Costco Gold Star Membership with the added value of an Executive Membership. It adds savings by offering exclusive services and a 2% Reward. Executive Members also receive extra benefits on other member services, such as gift certificates with greater value for mortgage or real estate transactions; extra travel benefits and lower prices on check printing. The upgrade fee is \$55 for Gold Star and Business Members.

## Why a Membership Fee?



Costco's operating philosophy is simple. We keep costs down and pass the savings on to our members. By charging a small annual membership fee, we are able to offset operating costs and price our merchandise even lower. We do not advertise and we do not have 'sales'. Our tremendous buying power combined with our never-ending quest for efficiency, results in the lowest possible prices on the items our members want most.

## Merchandise Strategy



- Limited selection: 3,600 – 4,300 active SKU's
- Wide range of product categories
- Highest quality national brands
- Selected private label
  - Kirkland Signature must be as good or better than the national brand
  - Minimum 20% savings
  - High volume items – many in top 10
  - Ease of development not a factor
- Substantial price savings on all items
- Packaging innovation
- New products and services
- The Six Rights of Merchandising – the basis of Costco's merchandising philosophy and practices. It is emphasized in training at all levels.
  - Right Merchandise in the
  - Right Place at the
  - Right Time in the
  - Right Quantity in the
  - Right Condition at the
  - Right Price

## Specialty Departments and Services



- Fresh Produce
- Gourmet Deli & Rotisserie Chicken
- Fresh Meat
- Fresh Bakery
- Food Court
- 1 Hour Photo
- Automobile Buying
- Pharmacy (also at costco.com)
- Tire Center
- Optical Department/Optometrlist
- Hearing Aid Centers
- Gas Station
- Travel Program
- Special Order Kiosk
- Shop costco.com for products beyond the warehouse walls.™

## Typical Hours of Operation



- Warehouses
  - M-F 10:00 AM to 8:30 PM
  - Saturday 9:30 AM to 6:00 PM
  - Sunday 10:00 AM to 6:00 PM
- Gas Station Hours 6:30 AM – 10:00 PM

## How does Costco benefit the City and Community?

- Jobs
- Curbing Retail Leakage
- Property Tax Generation
- Community Involvement
- Local Services

## What are examples of Costco's Community Involvement?



- 1% of pre-tax profit is designated annually for charitable organizations.
- Adopt-a-School Reading Program
  - Costco employees volunteer to help students in first through fourth grades improve their reading skills. Currently, there are 135 programs across the United States and Canada, with over 1,000 volunteers working one-on-one with students.
- Children's Hospital Campaigns
  - In 2013, Costco locations helped to raise \$23 million for 96 children's hospitals across the U.S. and Canada.
- United Way Campaign 2012-13
  - All North America locations participated in raising over \$17.3 million (including company match).
- Fresh Start Backpack Program
  - Since 1993, more than 4.6 million backpacks have been donated to children in need in the U.S., Canada, Mexico, Taiwan, Korea, Japan, Puerto Rico, Australia and the U.K.
- Communities in Schools
  - Communities In Schools is a nationwide nonprofit organization, which partners with families, schools and community leaders to create a support system for students. Costco supports CIS both financially and through employee volunteer efforts.
- Costco Scholarship Fund
  - Over 1,100 scholarships have been awarded to qualified students.

# Corporate Sustainability Report



RECEIVED  
JUL 8 - 2014  
Village of Pleasant Prairie

January 2009

CORPORATE SUSTAINABILITY  
AND ENERGY GROUP

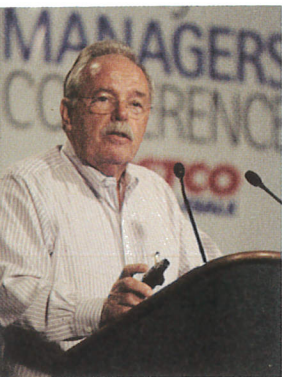




## Table of Contents

---

Statement from Costco's Jim Sinegal, President and CEO	2
Statement from Dick DiCerchio, Senior Executive VP, COO	3
Company Overview	4
Business Model	5
Code of Ethics	6
Vendor Code of Conduct	8
Community Commitment	9
Corporate Sustainability and Energy Group	10
Mission Statement	10
Environmental Policy	11
Social & Ethical Sustainability Objectives	11
Corporate Greenhouse Gas Reduction Program	12
Greenhouse Gas Reporting Structure	12
Greenhouse Gases in the Inventory	12
Sources of Emissions	13
Carbon Footprint	13
Sustainable Development	15
Construction Mission Statement	15
Warehouse Building Construction	15
Warehouse Site Design	16
Energy Program	17
Respecting the Environment	17
Energy Management System (EMS)	19
Energy Efficiency	20
Energy Management and Conservation	21
Daylight Harvesting	21
Gas Stations	22
Sustainable Business Practices	23
Depots	24
Sustainable Packaging Design and Materials	25
Energy Conservation with CFL Light Bulbs	27
Recycling	
Recycling and Waste Stream Management	28
Shrink-Wrap	29
Diverting Trash from Landfills	29
Waste Audit	30
Chicken Grease Separator	30
Produce and Food Waste	30
Sustainably Sourced Products	31
Strategy	31



## From Jim Sinegal

### President & CEO, Costco Wholesale Corporation

We're trying to build a company that's going to be here 50 to 60 years from now. We believe we have an obligation to all of Costco's stakeholders to run our business in such a way that we will achieve solid long-term results. We owe that to the communities where we do business. We owe that to our employees so that they can count on us for a secure future. We have 140,000 employees, most with families to support; that's a significant number of people who rely on us. We owe it

to our suppliers. Think about the people who produce products for us – thousands and thousands of workers who also depend on Costco for their livelihood. And we owe it to our customers to continue to offer high quality products and services at great prices. In fact, our mere presence in a community makes pricing better throughout the area; because when you have a tough competitor in the marketplace, prices come down. It is our belief that sensible attention to all our stakeholders will provide long-term rewards to our company's shareholders.

In addition to being good merchants, good operators and a good employer, we recognize additional responsibilities that are business imperatives. Costco has always been committed to operating its business in a manner that meets or exceeds legal obligations in every area. We consider the environment that we all share as something to be cared for; and we have continually sought to have as small a carbon footprint as possible while still meeting our business needs. We are renowned for our innovative merchandising practices, while we believe we have been just as innovative in terms of our sustainability efforts over our 26-year history. We were one of the early companies to embrace many of the earth-friendly technologies, such as skylights and recycling. That said, we know we are not perfect and we know that there is plenty more to do. Our pledge is to continue to actively pursue new policies and actions to help us become even more sustainable throughout our entire enterprise.



## From Dick DiCerchio

### Senior Executive Vice President, COO

First of all, I would like to thank our employees, vendors and members for their support of Costco's ecological initiatives. As most of you are aware, Costco has always supported the environment with many innovative practices since our beginning. Some of the things we are already doing include: skylights, metal energy-efficient buildings, reuse of boxes instead of bags at check-out, limits on packaging from our suppliers, carpooling, new initiatives in solar, reduction of clam shells and use of recyclable plastics instead of PVC, and many, many others.

We are pleased to publish our first Corporate Sustainability Report. It covers the corporate sustainability performance of Costco Wholesale Corporation's U.S. and Canadian operations for September 2007 through August 2008. Our environmental reporting is still evolving. We recognize the need to report more environmental metrics information in future reports. Charts and graphs and greenhouse gas emission reports in this report refer to calendar 2007 data for Costco's U.S. and Canadian Operations, as we will publish this information on a calendar-year basis. Inside you will find many examples of Costco's move toward becoming a sustainable business.

We are taking actions across our entire business operations to improve our global stewardship. We are focused on the areas where we have the most impact, including energy efficiencies, environmentally friendly packaging, disposal of waste from our business operations and sustainable products. We are committed to using innovation and sensible environmental steps to grow our business and minimize our impact on the environment.



## Company Overview

Costco Wholesale Corporation ("Costco" or the "Company") began operations in 1983 in Seattle, Wash. In October 1993, Costco merged with The Price Company, which had pioneered the membership warehouse concept in 1976, to form Price/Costco, Inc., a Delaware corporation. In January 1997, the Company changed its name to Costco Companies, Inc. On Aug. 30, 1999, the Company reincorporated from Delaware to Washington and changed its name to Costco Wholesale Corporation, which trades on the NASDAQ under the symbol "COST."

At the end of our 2008 fiscal year on Aug. 31, 2008, Costco operated 543 warehouses, including 398 in the United States and Puerto Rico, 75 in Canada, 20 in the United Kingdom, six in Korea, five in Taiwan, eight in Japan and 31 in Mexico. The Company also operates Costco Online, an electronic commerce web site, at [www.costco.com](http://www.costco.com) and at [www.costco.ca](http://www.costco.ca) in Canada.

### Corporate Information – Costco – August 2008

#### INDUSTRY RANKING

- 5th Largest retailer in U.S.  
– *Stores Magazine*, July '08
- 8th Largest retailer in the world  
– *Stores Magazine*, January '08
- 29th Largest in Fortune 500  
– *Fortune Magazine*, April '08

#### MEMBER BASE

- 28.7 Million households
- 52.6 Million total cardholders
- 87% renewal rate

#### SALES

- Sales \$70.4B in LTM
- \$137M+ average sales / whse.
- 71.8M+ Sq. Ft. (142K / whse.)
- 142,000 employees worldwide
- >1.4M transactions / day

#### LOCATIONS

- 543 Warehouses Worldwide
- 398 – US
- 75 – CN
- 20 – UK
- 31 – Mexico (a 50%-owned joint venture)
- 6 – Korea
- 5 – Taiwan
- 8 – Japan

## Costco's Business Model

Costco Wholesale operates membership warehouses based on the concept that offering its members very low prices on a limited selection of nationally branded and selected private-label products in a wide range of merchandise categories will produce high sales volumes and rapid inventory turnover. Because of its high sales volume and rapid inventory turnover, Costco generally has the opportunity to sell and be paid for inventory before it is required to pay many of our merchandise vendors.

An important element of this strategy is to carry only those products which can provide our members significant savings. Costco limits specific items in each product line to fast-selling models, sizes and colors. Costco carries an average of approximately 4,000 active stock keeping units (SKUs) per warehouse in the core warehouse business, as opposed to discount retailers and supermarkets that normally stock 40,000 SKUs or more. Many consumable products are offered for sale in case, carton or multiple-pack quantities only.

Because shoppers are attracted principally by the quality of merchandise and the availability of low prices, warehouse clubs need not have elaborate facilities.

The typical Costco warehouse format averages approximately 140,000 square feet; newer units tend to be larger. Floor plans are designed for economy and efficiency in the use of selling space, the handling of merchandise, the control of inventory and energy efficiency.

A unique aspect of Costco's business model is that it limits marketing, advertising and promotional activities to new warehouse openings, occasional direct mail marketing to prospective new members and regular direct marketing programs (such as *The Costco Connection*, a magazine we publish for our members, and coupon mailers) to existing members promoting selected merchandise.

Costco has developed a reputation as a socially responsible company by its actions and not by its marketing. Costco does not have a public relations department or staff. Costco relies primarily on word-of-mouth from its members to spread its brand messages. These practices result in lower marketing expenses as compared to typical retailers.



Pembroke Pines, FL – #742

## Costco's Code Of Ethics

---

1. Obey the law.
2. Take care of our members.
3. Take care of our employees.
4. Respect of our vendors.

**If we do these four things throughout our organization, then we will achieve our ultimate goal, which is to:**

5. Reward our shareholders.

**OBEY THE LAW** The law is irrefutable! Absent a moral imperative to challenge a law, we must conduct our business in total compliance with the laws of every community where we do business. We pledge to:

- Comply with all laws and other legal requirements.
- Respect all public officials and their positions.
- Comply with safety and security standards for all products sold.
- Exceed ecological standards required in every community where we do business.
- Comply with all applicable wage and hour laws.
- Comply with all applicable anti-trust laws.
- Conduct business in and with foreign countries in a manner that is legal and proper under United States and foreign laws.
- Not offer, give, ask for, or receive any form of bribe or kickback to or from any person, nor pay to expedite government action or otherwise act in violation of the Foreign Corrupt Practices Act.
- Promote fair, accurate, timely, and understandable disclosure in reports filed with the Securities and Exchange Commission and in other public communications by the company.

**TAKE CARE OF OUR MEMBERS** Costco membership is open to business owners, as well as individuals. Our members are our reason for being – the key to our success. If we don't keep our members happy, little else that we do will make a difference. There are plenty of shopping alternatives for our members, and if they fail to show up, we cannot survive. Our members have extended a trust to Costco by virtue of paying a fee to shop with us. We will succeed only if we do not violate the trust they have extended to us, and that trust extends to every area of our business. To continue to earn their trust, we pledge to:

- Provide top-quality products at the best prices in the market.
- Provide high-quality, safe and wholesome food products by requiring that both suppliers and employees be in compliance with the highest food safety standards in the industry.
- Provide our members with a 100% satisfaction guaranteed warranty on every product and service we sell, including their membership fee.
- Assure our members that every product we sell is authentic in make and in representation of performance.
- Make our shopping environment a pleasant experience by making our members feel welcome as our guests.
- Provide products to our members that will be ecologically sensitive.
- Provide our members with the best customer service in the retail industry.
- Give back to our communities through employee volunteerism and employee and corporate contributions to United Way and Children's Hospitals.

**TAKE CARE OF OUR EMPLOYEES** Our employees are our most important asset. We believe we have the very best employees in the warehouse club industry, and we are committed to providing them with rewarding challenges and ample opportunities for personal and career growth. We pledge to provide our employees with:

- Competitive wages
- Great benefits
- A safe and healthy work environment
- Challenging and fun work
- Career opportunities
- An atmosphere free from harassment or discrimination
- An Open Door Policy that allows access to ascending levels of management to resolve issues
- Opportunities to give back to their communities through volunteerism and fund-raising
- Costco is committed to promoting from within the company. The majority of our current management team members (including warehouse, merchandise, administrative, membership, front end and receiving managers) are "homegrown."
- Our growth plans remain very aggressive and our need for qualified, experienced employees to fill supervisory and management positions remains great.
- Today we have warehouse managers and vice presidents who were once stockers and callers or who started in clerical positions for Costco. We believe that Costco's future executive officers are currently working in our warehouses, depots and buying offices, as well as in our Home Office.

**RESPECT OUR SUPPLIERS** Our suppliers are our partners in business and for us to prosper as a company, they must prosper with us. To that end, we strive to:

- Treat all suppliers and their representatives as we would expect to be treated if visiting their places of business.
- Honor all commitments.
- Protect all suppliers' property assigned to Costco as though it were our own.
- Not accept gratuities of any kind from a supplier.
- Avoid actual or apparent conflicts of interest, including creating a business in competition with the company or working for or on behalf of another employer in competition with the company.

**REWARD OUR SHAREHOLDERS** If we follow the four principles of our Code of Ethics throughout our organization, then we will achieve our fifth principle and ultimate goal, which is to:

- As a company with stock that is traded publicly on the NASDAQ stock exchange, our shareholders are our business partners.
- We can only be successful so long as we are providing them with a good return on the money they invest in our company.
- This, too, involves the element of trust. They trust us to use their investment wisely and to operate our business in such a way that it is profitable.
- Over the years Costco has been in business, we have consistently followed an upward trend in the value of our stock. Yes, we have had our ups and our downs, but the overall trend has been consistently up.
- We believe Costco stock is a good investment, and we pledge to operate our company in such a way that our present and future stockholders, as well as our employees, will be rewarded for our efforts

## Costco's Vendor Code Of Conduct

Costco Wholesale Corporation is committed to protecting the working rights and safety of the people who produce the merchandise it sells, recognizing and respecting the cultural and legal differences found throughout the world. Originally adopted in 1999, the Vendor Code of Conduct was revised in 2003.

An independent third-party company audits some of the production facilities associated with the merchandise we purchase to determine compliance with the Code. In fiscal year 2008 alone, more than 2,000 audits were conducted in 44 countries.

We expect all of our vendors to comply with our Vendor Code of Conduct, as required by our Standard Vendor Agreement. The Company reserves the right to conduct audits to monitor compliance and may discontinue doing business with any vendor that fails to comply.

### Key aspects of our Code of Conduct include:

1. Restrictive labor conditions – prohibits illegal child labor, compulsory prison or slave labor and physical abuse of workers;
2. Work environment – expects our vendors to comply, at a minimum, with the applicable labor and environmental laws and regulations of the country where the merchandise is produced; and
3. Future improvement – encourages our vendors to work to achieve “above and beyond goals.” The vendor code of conduct extends the umbrella of our code of ethics across our supply chain. Our code is realistic, reasonable and respects local laws and cultures.

## Community Commitment

### Community Relations Mission Statement

*The community relations department is committed to supporting Costco Wholesale's charitable efforts by displaying a high level of efficiency, integrity and humility to all warehouses, non-profits and the community at large.*

Costco is committed to earning a profit, but at the same time we believe we have a responsibility to the communities we serve. At each Costco location, our employees join us by personally giving back to their communities not only through ongoing financial contributions, but through organized fundraising efforts and by volunteering countless hours to local non-profit agencies.

The focus of our philanthropic efforts has always been children, education, social and human services. Today's children will power our workforce and run our country in the years to come. These children face social and economic impediments that we never dreamed of, and we want to help eliminate the barriers to their success. Therefore, as a corporation we owe it to the future of our communities to become involved in the preparation and education of our children.

We also are committed to improving the accessibility and quality of health care for children in our community. By assisting Children's Hospitals across North America with financial and personal support, Costco helps to ensure we have healthy and productive citizens now and in the future.





## Corporate Sustainability And Energy Group

Costco has realized for many years that Energy Management and Sustainability Efforts are important aspects of our business operations. For instance, the company has been employing the use of skylights to offset interior lighting since the mid 1980s. Cardboard has been recycled since the very beginnings of the company. Our preferred all-metal buildings are typically better insulated than concrete and block wall buildings, and are made from 80% recycled steel.

As Costco continues to grow, it is mindful of its responsibilities as an environmental steward in managing our new construction and its ongoing operations. In the spring of 2007 the company formed the Costco Corporate Sustainability and Energy Group, comprised of individuals whose backgrounds include merchandising, legal, operations and purchasing. This group is responsible for developing company-wide solutions to manage the various aspects of our business most directly related to sustainability, including: data research, tracking and analysis; policy development; designing or assisting with sustainable initiatives related to development, environmental, economic and social concerns; employee education and training; and self-auditing of our systems.

**Mission Statement** To conduct Costco's business operations in an environmentally and socially responsible and sustainable manner; to reduce Costco's use of resources and generation of waste; to comply with environmental laws and regulations; and to lead by example.



### To implement our Mission Statement we will:

- Identify and pursue opportunities to accelerate the adoption of sustainable practices throughout the company.
- Work with Costco staff to better evaluate and apply long-term economic, environmental and societal considerations into Costco business plans, actions and expenditures.
- Implement sustainable purchasing best practices that take into account the best value (price, quality, availability, functionality); environmental aspects over the life cycle of products, as well as social and ethical concerns and practices (e.g., local jobs, community impact, working conditions).
- Work with corporate, country, regional and site specific management to continuously reduce the environmental impacts of Costco's facilities, operations and services.
- Reduce company expenses by applying new technologies and processes that use our limited and increasingly costly natural resources more efficiently; eliminating waste; and, preventing pollution.
- Assist Costco's business operations and services in becoming environmentally and socially sustainable by striving to minimize our carbon footprint through reduced consumption of water, energy and fuel; reduced air, ground and water pollution; and reduced solid and hazardous waste generation and disposal.

### Costco Wholesale Corporation Environmental Policy

It is the policy of Costco Wholesale Corporation to conduct its business operations in an environmentally responsible and sustainable manner; to comply with environmental laws and regulations; to reduce its use of resources and generation of waste; and to lead by example.

#### Key aspects of our policy include:

1. Work proactively to comply with all applicable environmental laws and regulations;
2. Manage our operations to avoid or minimize impacts to the ecosystems;
3. Factor in the economic and environmental costs, risks, benefits and impacts when making planning, contracting, purchasing and operating decisions;
4. Reduce the quantity and toxicity of materials used and the level of waste generated from our facilities and operations through reduction, reuse, renew and recycling policies;
5. Design, construct and operate Costco facilities to minimize environmental impacts by incorporating energy efficiency, water conservation, waste minimization, pollution prevention and resource-efficient materials through all phases of a facility's life;
6. Seek the commitment and involvement of all employees to environmental stewardship through communication, training and support for employee leadership;
7. Involve our vendors and service providers in improving our mutual environmental performance;
8. Develop and maintain cooperative relationships with regulatory agencies; and
9. Collaborate with other organizations to achieve shared environmental goals.

### Social & Ethical Sustainability Objectives

The following principles elaborate on this policy and describe how Costco will conduct its business in seeking to achieve its social and ethical objectives by:

1. Actively enforcing Costco's Code of Ethics;
2. Actively enforcing Costco's Vendor Code of Conduct;
3. Seeking out Sustainably Sourced product opportunities;
4. Working proactively to encourage local job creation.

## Corporate Greenhouse Gas Reduction Program

Costco has developed and implemented a corporate energy policy within an environmental framework. This energy policy is supported by a program for greenhouse gas (GHG) emissions reduction through a number of energy efficiency measures.

Costco is in the process of completing a baseline greenhouse gas emissions inventory that meets applicable standards and practices as established by GHG Protocol Corporate Accounting and Reporting Standard. A corporate greenhouse gas inventory accounts for the amount of greenhouse gases emitted into the atmosphere over a specific period of time. The inventory provides information on the activities of a corporation that cause emissions as well as detail on the methods used to make the calculations. Costco managers use

this greenhouse gas inventory to track emission trends, develop strategies and policies, and to assess progress.

### Greenhouse Gas Reporting Structure

Costco will initially report partial data on a transitional basis for up to two years. Transitional reports include emissions from the Company's operations in the United States, Puerto Rico, and Canada. Worldwide reporting is to be completed at a future date.

### Greenhouse gases included in Costco's inventory are:

- Carbon dioxide (CO<sub>2</sub>)
- Methane (CH<sub>4</sub>)
- Nitrous Oxide (N<sub>2</sub>O)
- Hydro fluorocarbons (HFC)

This inventory does not account for perfluorcarbon and sulfur hexafluoride as these two gases are not a part of Costco's operational activities. Costco does account for fugitive emissions from its gasoline stations in California under the various state laws requiring the reporting of fugitive emissions of volatile organic compounds (VOCs). However, these VOCs are not a part of the GHG reporting protocols.

For the transitional reporting years 2007-2008, Costco will not report HFCs fugitive emissions from leakage of refrigerants from refrigeration or air conditioning sources. The first complete reporting year for HFCs is expected to be calendar year 2009.

## SOURCES OF EMISSIONS

Costco Wholesale reports Scope 1 and Scope 2 emissions to align with the GHG Protocol Corporate Accounting and Reporting Standard. We do not track Scope 3 emissions, which are optional.

Scope 1 Direct Emissions include all natural gas and propane provided to owned or controlled facilities used for heating or food processing and manufacturing. Included in direct emissions are diesel used by Costco's truck fleets, refrigerated trailers, yard haulers, propane to power mobile floor scrubbers, and jet fuel for corporate jets.

We are now in the process of assessing fugitive emissions from leakage of HFC refrigerants from refrigeration and air conditioning equipment.

Scope 2 Indirect Emissions are for purchased electricity and are the largest component of GHG emissions.

EMISSIONS	CO <sub>2</sub> -e (TONS)
Scope 1 – Direct Emissions	214,188
Scope 2 – Purchased Electricity	1,125,863
<b>Total GHGs</b>	<b>1,340,051</b>

EMISSION SOURCES	CO <sub>2</sub> -e (TONS)
Stationary Combustion	148,398
Mobile Combustion	65,790
Purchased Electricity	1,125,863
<b>Total GHGs</b>	<b>1,340,051</b>

### United States and Canada Costco Wholesale Calendar Year 2007 Carbon Footprint

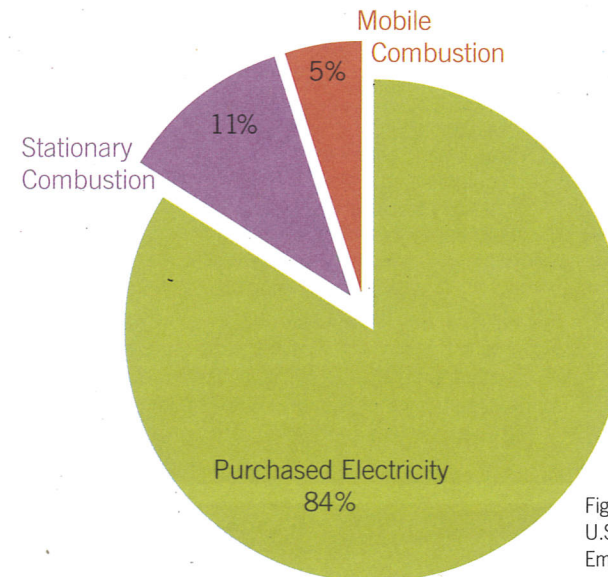
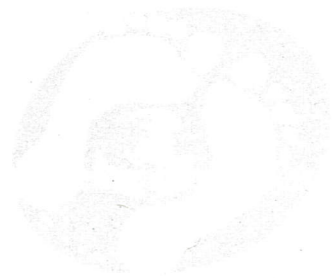


Figure: Costco Wholesale U.S. and Canada GHG Emission Sources

Table 1 presents a brief listing by category for Scope 1 and 2 emission sources.

**Table 1 Emission Sources**

CORE EMISSION	SOURCE	GHG
<b>Scope 1 Direct</b>		
Stationary Equipment: Facility heating and processing – natural gas and propane Stationary Equipment:	HVAC equipment, boilers, water heaters, coffee roasters, rotisserie and bakery ovens	Carbon dioxide (CO <sub>2</sub> ), Methane (CH <sub>4</sub> ), Nitrous Oxide (N <sub>2</sub> O)
Temporary power – diesel	Generators	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O
Mobile Equipment: Other – propane	Floor scrubbers	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O
Mobile Equipment: Transportation, Ground – diesel, gasoline	Heavy duty truck fleet, yard haulers, refrigerated trailers, and light duty truck (bus)	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O
Mobile Equipment: Transportation, Ground – electric	Security golf cart	See purchased electricity
Mobile Equipment: Transportation, Air – jet fuel	Jets	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O
Fugitive emissions	HVAC, refrigeration equipment, and mobile equipment air conditioning units	Hydro fluorocarbons (HFCs)
<b>Scope 2 Indirect</b>		
Purchased electricity	Lighting, HVAC, refrigeration equipment, computer equipment, and other ancillary electrical equipment and appliances	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O



## Sustainable Development

### COSTCO'S CONSTRUCTION MISSION STATEMENT:

*To employ the highest quality products at the best price with the lowest possible environmental impact.*



Seattle, WA – #01

### COSTCO WAREHOUSE BUILDING CONSTRUCTION:

- Building envelopes are insulated to meet current energy code requirements or better.
- Main building structure is a pre-engineered system designed to minimize the amount of material used. Exterior skin follows the same principle, and recycled steel is used in all metal portions of buildings
- When masonry and concrete are utilized, the materials purchased are usually local to the project, minimizing the transportation and impact to local road networks.
- Buildings are equipped with energy star rated skylights.
- Buildings employ "Cool Roof" designs to reduce heat transfer/heat island effects through the roof.



#### COSTCO WAREHOUSE SITE DESIGN:

- Provides pedestrian connections and accessible routes
- Provides innovation through water quality systems and water detention systems
- Exceeds municipal landscaping requirements; use of drought tolerant, water efficient plant materials



The pre-engineered metal building is the building system of choice for Costco warehouses because they have:

- Efficient performance, cost effective, expedited installation
- Reduction of fossil fuels for material transportation
- 80% recycled material in the steel used – 100% recyclable steel
- HVAC requirements reduced with insulated textured wall panels
- Roof design includes over 200 skylights to reduce overall energy needs
- Fixture lighting levels controlled by Energy Management System
- A Heat-reclaim system recycles heat from the refrigeration system to heat water for warehouse use
- High efficiency restroom fixtures save 40% more water than required by industry building standards.

## Energy Program

### Respecting the Environment

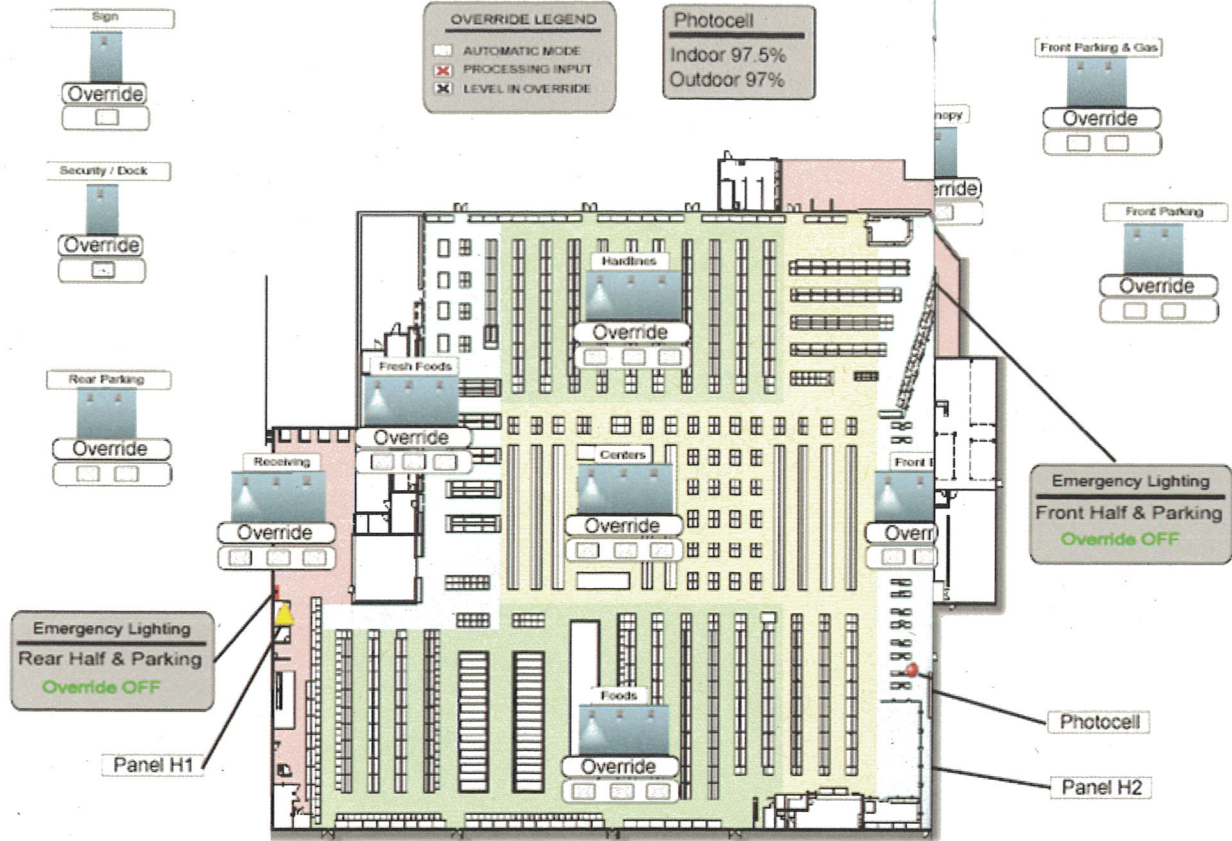
Costco puts tremendous focus on energy-efficient building design and operations. In order to keep our prices low we need to keep our cost of doing business low. We are mindful of the implications of our energy decisions and energy costs in running our business.

Other important elements of Costco's Energy Program include:

- Purchase and installation of photovoltaic solar panels on warehouse roofs where location and energy incentive programs indicate.
- Extensive use of daylight harvesting and energy-efficient equipment in operations.
- Construction of warehouses that exceed local energy codes.
- A program to identify and implement energy efficiency systems and technologies throughout all facilities and warehouses including extensive use of energy management systems.
- Minimize number of deliveries of product to our warehouses by consolidation of freight at our distribution centers and maximizing the load per truck.
- Place a high priority on the sale of energy-efficient products such as "Energy Star" certified appliances, to our members.



*Photovoltaic solar panels and skylights at the Kona, Hawaii location.*



Energy Management System



### Energy Management System (EMS)

The typical Costco skylight is 4 x 8 feet. Skylights cover about 4 percent of the roof or 6 percent of the sales floor. A Costco warehouse will have about 200 skylights evenly distributed over the sales floor aisles below. Since the ceilings are typically 25 feet high, the natural light from the skylights spreads evenly throughout the sales floor.

Photocell-controlled lighting has been a standard for Costco since 1985. The photocell sensors trigger the day lighting management control system to turn on or off the interior warehouse lights, as well as the exterior site lights under our control.

The EMS allows locations to control and manage heating, ventilation, air conditioning (HVAC) and lights directly from the warehouse manager's PC. With the EMS, the manager can change HVAC temperature set points, schedule lights to turn on or off, and schedule special event occurrences such as holidays, inventory, or all-night restocking.

By giving locations individual control over lighting/HVAC schedules, managers can customize their operations to their specific needs and in the process save considerable amounts of energy and dollars.

Costco also continues to improve the sophistication and effectiveness of its refrigeration management systems and these systems are producing significant improvements to energy efficiency and reliability.

## Energy Efficiency

- 1) Costco's baseline specifications for parking and exterior building lighting are being redesigned with to achieve a 15% reduction in the power requirements.
- 2) In August 2008 Costco completed the design of its first large-scale ground source HVAC system at our new warehouse in Croydon, England. These systems offer significant improvements in the energy efficiency of HVAC systems.
- 3) Costco redesigned its lighting management system in such a way to increase the time period between our typical lamp change-outs by nearly 50%. Fewer lamp changes means lower maintenance costs for Costco and less energy spent on recycling lamps.
- 4) Costco opened its first LEED Silver certified warehouse in New Jersey, with few changes to the basic building that we normally construct.



Efficiency



Lancaster, CA – #762

## Energy Management and Conservation

The company has been tracking in a detailed manner the use of electricity, natural gas, propane and water at all facilities in the U.S. and Canada for more than 5 years.

### RENEWABLE ENERGY:

- At the end of fiscal 2007 Costco had installed two large-scale pilot photovoltaic power systems. By August 2008 that number has grown to 14 systems in California and Hawaii, with a combined rated output of approximately 7.0 megawatts (ac). An additional 5 systems were installed at the end of calendar year 2008, for a total of 19 systems.

### GREENHOUSE GAS EMISSIONS:

- During fiscal 2008 Costco began to systematically track the use of refrigerant used at its facilities in the U.S. and Canada. Such tracking activities are increasingly important to managing the use of refrigerants that can contribute to greenhouse gas emissions.
- In the first quarter of fiscal 2009 Costco will begin operating its first pilot of a large secondary loop refrigeration system at a depot in Alberta, Canada. This system reduced by over 20,000 lbs. the amount of HFC refrigerant that would have been otherwise used in a standard refrigeration system design. HFC refrigerants are a significant source of greenhouse gas.



SE San Diego – #483

### Daylight Harvesting At Costco

“Costco, a large chain of discount retail stores, began integrating skylights and day lighting controls in its stores in the late 1980s. Management wanted to increase light levels in its warehouse-style stores to provide an environment conducive to shopping. They also wanted to reduce operating costs and did so by integrating photocell based day lighting controls with each store's Energy Management System (EMS), controlled remotely off-site. Today, skylights and automated daylighting controls are a standard feature in all new Costco stores and distribution centers.”

**“A Cart Full of Energy Savings – Daylighting at Costco” – PG&E Day lighting Initiative 1999**

## Costco Gas Stations

Costco Wholesale is committed to aggressive environmental protection in our gasoline business. Costco's business philosophy emphasizes long-term trust relationships with our members and employees, all of whom live and work in a common environment. We believe selling gasoline safely and cleanly is a public trust.

Gasoline evaporates easily and is thus prone to cause air pollution. It is also hazardous if it gets into groundwater or the storm sewer system. From the beginning of our gasoline program in 1995, we have sought superior equipment which usually exceeds applicable government regulations. Costco has an outstanding environmental record because of this commitment to building quality, high-tech facilities.



**CONTINUOUS LEAK MONITORING** All Costco gas stations have corrosion-proof double-wall underground storage tanks and piping. Everything underground is continuously monitored for leaks through an electronic monitoring system. The entire station will automatically shut down if a leak is detected, and the secondary containment system helps assure that even a rare leak will not actually reach the environment. These electronic alarm systems are monitored around the clock by both our employees and an outside service. Virtually all Costco gas stations feature underground oil/water separators, which trap any surface hydrocarbons before they can enter the storm sewer system.

**VAPOR RECOVERY SYSTEMS** Almost all our gas stations feature vapor recovery systems, which capture gasoline vapors displaced during vehicle refueling and route vapors back to the underground storage tanks. Various levels of government, led by California's Air Resource Board (CARB), closely control these systems. Costco works closely with CARB and other local agencies to test and approve new pollution control equipment, by offering our high-volume stations as certification test sites.

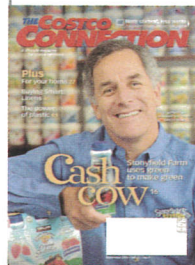
An example of this business/government cooperation was a recent test in Florida, done in conjunction with the Florida and Federal Departments of Environmental Protection. Costco tested a membrane processor that dramatically reduces a gas station's vapor emissions by separating the vapors from air. The vapors are left in the underground tanks, while only clean air is released to the atmosphere. The test was a success, and Costco has already installed membrane processors at all its Texas locations.

**SPILL CLEANUP SOLUTION** The best equipment in the world doesn't prevent the occasional surface spill, which is often caused by human error. Spilled fuel is a safety as well as environmental concern, so we train our gas station attendants on how to properly clean up a surface spill before it evaporates or finds its way into the soil. For several years, all Costco gas stations have used a fuel mitigation solution called FM-186 to clean up spills. Our attendants simply spray the solution on the spill and mix it in with a brush. The FM-186 immediately renders the spill non-flammable by stopping the fuel's evaporation. The process also allows naturally occurring bacteria to consume the energy-rich hydrocarbon molecules. This bio-remediation includes even the very toxic molecules benzene and toluene commonly found in gasoline. The resulting spill cleanup materials are non-hazardous.

## Sustainable Business Practices

### THE COSTCO CONNECTION MAGAZINE

The Costco Connection's magazine format began in the Fall of 1996. The cover was (and continues to be) on 60 lb. #3 freesheet paper stock. The text was on 45 lb. #5 groundwood paper.



The Costco Connection began using 10% Post Consumer Waste paper for the cover in the Fall of 2004. We switched to 10% PCW paper for the inside text pages in January 2005.

Beginning with the May, 2000 issue, we trimmed the magazine from 8 x 10.5 inches down to 7.75 x 10.5 inches.



## Eco-Certification by SPG

By only using paper made with no less than 10% post-consumer waste fiber for their 2007 Connection magazines, Costco Wholesale will save the following resources:

21,128 trees not cut down	1,690,277 lbs. solid waste not generated
43,553 lbs. waterborne waste not created	4,240,356 lbs. atmospheric emissions eliminated
6,761,109 gallons water/wastewater flow saved	12,113,654,270 BTUs energy not consumed

These numbers were calculated with help from the Office of the Federal Environmental Executive, the US Postal Service and Environmental Defense. The data was developed by Environmental Defense and other organizations to promote the purchasing of environmentally responsible papers.

Based on total paper pounds shipped of 28,171,289 lbs

## Depots

Our depots have made significant steps to be sustainable; the Fast Pass system is an example. As carriers pull into the depot entrance, the drivers present their paperwork to depot personnel at our guard booth office in exchange for a pager along with a door assignment. The office personnel key the merchandise receiving into the inventory system while the driver makes his way to the door. Depot personnel are ready to immediately off-load the merchandise without the driver ever having to leave his trailer. The pager alerts him when off-loading is complete and it is safe to leave. The driver exchanges the pager for the driver signed paperwork at the guard booth upon exiting the facility.



Streamlining the process at the guard booth significantly improves the flow of trailers in and out of the facility.

Using this process for over 75% of all inbound loads gives Costco the ability to turn more doors in less time. This system has reduced delivery times by 30 minutes, thus reducing run time of trailers and their emissions.

### Examples of Energy /Fuel Saving at the Depots

Costco's depots are strategically located throughout North America to provide the most efficient routes of transport to our 500+ locations by maximizing full-trailer quantities to each location. They allow for the consolidation and distribution of merchandise within a region. Vendors need only deliver to the depot instead of every warehouse. These locations, along with the depots' emphasis on load maximization (filling the trailer to their legal weight limit or cube limit), significantly reduce trailer usage, fuel, and emissions.

In addition, Costco uses its own fleet at six of our depots to make deliveries to warehouses within a 100-mile radius. Our fleet equipment is custom-designed to meet rigorous standards with the emphasis on safety, fuel efficiency, and load capacity. This allows us to not only reduce our operating costs, but eliminates the usage of older less-efficient third-party equipment. Our fleet also allows us the freedom and flexibility to schedule many of our loads late afternoon or very early morning during non-traffic times for speedier deliveries and reduction of fuel and emissions.

### Other examples of energy savings include:

- The scheduling of import container movement from the port to the depot at night, which allows for quicker deliveries and less fuel and emissions than in peak traffic times.
- The introduction of plastic pallets, which reduce deforestation, have a much longer use-life, and are repairable and recyclable.
- The usage of state-of-the art equipment such as quad pallet jacks that move more freight at one time resulting in less moves and less energy.

## Sustainable Packaging Design And Materials

Our sustainable packaging goal is to ensure that our packaging is designed to:

- reduce the total amount of material needed,
- provide opportunities for re-use,
- be used for as long as possible, and
- be easily and economically recycled

### REDUCING BY REVIEWING OUR PACKAGING

Replacing plastic clamshell packs with paperboard-blister packaging



First to receive the eco-friendly packaging makeover starting in February 2006 was a co-branded line of 22 Kirkland Signature by Borghese cosmetic products. This new packaging is made of printed paperboard and RPET (recycled PET) thermoforms.

### Replacing plastic clamshell packs with paperboard-blister hybrid packages



Lexmark cartridges – from PVC clamshell, to PET clamshell, then finally to a smaller “card and blister” package.



Propane tank valve – from PVC clamshell to a “card and blister” package.

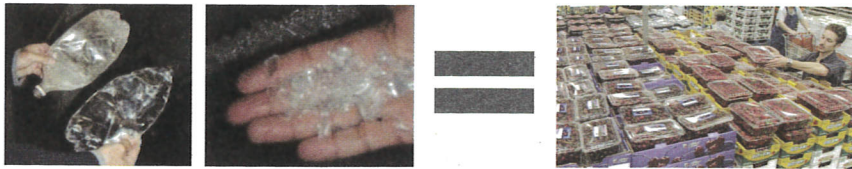


Ladies' gloves – from large PVC clamshell, to “box & blister,” then finally to a smaller “card and blister” package.

**FRESH FOOD PACKAGE DESIGN CHANGES**



**Saddle Bags for fresh Chicken** – Our fresh, boneless, skinless chicken breasts are vacuum-sealed in six two-breast packs. There is no need to separate and repackage the chicken into freezer bags before freezing. Freeze the entire package and only thaw as much as you need at each meal. This packaging change also saves 224 truckloads of Styrofoam materials annually. Spreading out 224 truckloads of trays is the equivalent of 417 football fields or 550 acres.



**Fruit Clamshells Made from Recycled PET plastic** – The plastic clamshells for fruit are made from 70% post consumer recycled PET plastic bottles. The plant where the fruit clamshell containers are made is powered 50% by solar energy. The fruit clamshell also reduces the level of damage to fresh fruit products.



**SUNDRIES**

By removing the excess water in the product, the smaller 170 oz bottle has the same number of washes as the 300 oz bottle.

Kirkland Signature™ Liquid Laundry 2X Compaction

- Smaller bottle with the same number of washes
- 50% more units per pallet (from 80 to 120 units)

**KIRKLAND SIGNATURE STACKABLE MILK**

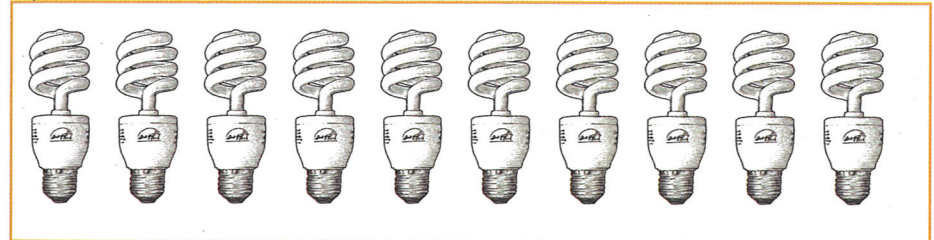
Goals:

- Improve milk quality and control loss
  - Longer shelf life
  - Improved Production
  - Tamper evident foil seal
  - Opaque packaging
- Reduced labor time and costs
- Sustainable
  - More gallons per pallet saves on transportation costs
  - Uses 521 fewer trucks per year
  - Remove 35 million cardboard milk boxes from landfills



**NEW KIRKLAND SIGNATURE NUT JARS**

New square jars reduce transportation costs. Before, only 288 round jars fit on a pallet, now 432 square jars fit on a pallet. The new jars reduce the number of pallets required by 24,000 per year — equal to 400 truckloads.



**Energy Conservation – Individual CFL light bulbs sold by Costco in the U.S.**

- FY06 = 17,122,222
- FY07 = 33,923,858
- FY08 = 38,100,285



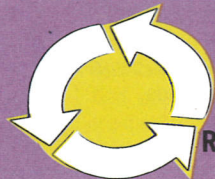
## Recycling

### Recycling And Waste Stream Management

Waste stream reduction is a major focus of the Corporate Sustainability program at Costco. Our warehouse stores generate tons of trash each week, in the form of cardboard, plastic, unusable produce and more.

Trash that we once discarded is now being renewed into usable products, recycled into biofuels or compost, or used as feedstock.

In 2008, Costco locations in the U.S. and Canada recycled a combined total of 240,000 tons of baled plastic wrap and paper fiber. The plastic wrap and paper are baled at each warehouse location and sold off into the commodities market. We are able to keep the contamination levels very low so that we can produce the highest quality bales and acquire top dollar in the market.



Recycling

### SHRINK-WRAP

Shrink-wrap is the plastic material wrapped around merchandise pallets to secure them for shipping. With the high volumes of shrink-wrap to manage, we recognized the need to divert this material from the waste stream. The recycled shrink-wrap is processed into new products, such as a durable, low maintenance lumber product made from a plastic and wood composite.

### RENEWED, REUSED AND RECYCLED

The same box is:

- Used to ship merchandise from the vendor to Costco.
- Used to display merchandise on the sales floor.
- Given to members to carry their purchases home or is collected, compacted, baled and recycled by Costco.

### DIVERTING TRASH FROM LANDFILLS

Traditionally each location managed its own trash service. We centralized our trash service management and implemented some simple auditing techniques, which has opened the door to significant landfill diversion and cost saving programs.

Compactor pressure monitors are a fairly old technology that, when managed properly, can save money on trash services. Costco has been using this technology since 1990 and recently re-negotiated the service to take advantage of wireless technology and an internet based management tool.

By collecting data, such as compactor weights, we ensure compactor loads are full, resulting in fewer trips to landfills and reduced vehicle emissions. Performance metrics compare the weight and frequency of compactor loads, allowing each warehouse to measure its performance in comparison with all the other warehouses. Requiring trash haulers, who charge per ton fees as well as per haul fees, to only pick up when the compactor is full saves money.

## WASTE AUDIT

Costco recycles the meat scraps and rotisserie chicken grease to the animal feed industry. An audit of the trash disposal at a warehouse revealed additional opportunities for waste reduction.

An average of 5 tons of waste is disposed of twice a week from a standard-size warehouse. We found a significant amount of compostable material in warehouse waste:

Compostable material:

- Food Waste	37%
- Compostable Paper	7%
- Yard Debris & Wood Scraps	<1%

With this information, we realized that we could divert much of the organic waste from the landfill. We are testing several new technologies as a way to reduce the amount of waste material our locations throw into the trash. Our goal is to reduce our operating costs through decreased garbage collection and disposal costs; and to identify potential reuse markets for what would otherwise be waste materials.

## CHICKEN GREASE SEPARATOR



We generate on average more than 5,000 tons of chicken grease each year. We now separate the water and solids from the rotisserie grease. A national contractor picks up the grease from Costco locations. Clean grease has an increased value in the biodiesel market as well as other uses.

## PRODUCE AND FOOD WASTE

We have a number of programs around the country and we continue to look for more answers. With one program, we de-package all of our produce and deli waste and fill bins that the fresh produce gets delivered in. The bins are then picked up by:

- local dairy farmers for feed
- local worm farm operators that turn the organic waste into compost
- local composting facilities

Buying recycled products helps support the recycling industry by “closing the loop” on the recycling process. For recycling to be complete, recyclable material must be reprocessed into new and useful products or materials and then sold again.

## Sustainably Sourced Products

### What are sustainably sourced products?

They are products from a supply chain that are economically, environmentally and socially sustainable.

We work with our suppliers to preserve and improve resources for our products, improve the livelihoods of the people who produce the products we sell and minimize our impact to the environment.

### COSTCO'S SUSTAINABLY SOURCED PRODUCTS STRATEGY

- Business First
- Maintain high quality and competitive pricing
- Partner with our suppliers to learn about and help implement “better” practices – small changes matter
- Leverage what we learn by sharing with others and replicating when practical
- Focus on what we can influence
  - Our own operations
  - Kirkland Signature – additional value attribute
  - Items where we have market influence



*Harvesting french green beans at Cooperativa Agrícola Integral Union De Cuatro Pinos, Santiago Sacatepequez, Sacatepequez Guatemala.*



## COSTCO'S SUSTAINABLY SOURCED SEAFOOD PRODUCTS STRATEGY

Access to wild Alaskan seafood is a huge advantage for our buyers in the Northwest. Our sourcing of Alaskan seafood has grown over the past several years to include: wild salmon, halibut, king crab legs, Dungeness crab, cod (Pacific cod and true cod), black cod (sablefish) and a variety of rock fish.

Since 1959 Alaska's constitution has mandated that "fish... be utilized, developed and maintained on the sustained-yield principle." Our seafood buyers participated in an Alaskan sustainability summit in 2007 that helped to define some of Costco's objectives and strategy for sustainably sourced seafood purchasing. The objectives and strategy include:

- Continually supply sustainable seafood products from either wild fisheries or farmed aquaculture sources which can be managed in ways that meet current needs without compromising availability of scarce resources for future generations.
- Considerations must be given to the following issues:
  - Condition of fish stocks (biomass)
  - Protection and respect of the marine ecosystem
  - Governmental and regulatory agency guidelines
  - Best Management Practices or new practices that will mitigate or limit environmental impacts associated with farmed aquaculture sources.

### ADDITIONAL EXAMPLES OF OUR CURRENT EFFORTS:

- Coffee – *fair trade certified and sustainably sourced*
- Flowers – *From Rainforest Alliance Certified™ farms are sustainably grown to benefit farm families, wildlife and the environment.*
- French green beans – *Value chain analysis to improve fair return to farmers*
- Shrimp – *Exploring International Principles of Responsible Shrimp Farming*
- Tilapia – *Exploring International Principles of Tilapia Aquaculture*
- Vanilla – *local community development support*



This brochure contains statements, estimates or projections that constitute "forward-looking statements" as defined under U.S. federal securities law. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will," and similar expressions identify forward-looking statements, which generally are not historical in nature. Forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from Costco Wholesale Corporation's historical experience and our present expectations or projections. These risks include, but are not limited to, new business innovations, local waste stream management regulations, changes in laws and regulations applicable to our business, and litigation and legal proceedings. Other risks are disclosed in our filings with the Securities and Exchange Commission.

COSTCO WHOLESALE CORPORATION  
999 Lake Drive  
Issaquah, WA 98027 USA  
(425) 313-8100  
[www.costco.com](http://www.costco.com) / [www.costco.ca](http://www.costco.ca)

# COSTCO WHOLESALE

## 94TH AVE & PRAIRIE RIDGE BOULEVARD PLEASANT PRAIRIE, WI

PROJECT DIRECTORY	DRAWING INDEX	PROJECT DESCRIPTION	REGIONAL MAP
<p><b>OWNER</b> COSTCO WHOLESALE 999 LAKE DRIVE ISSAQUAH, WA 98027 t: 425.313.8100</p> <p><b>ARCHITECT</b> MULVANNYG2 ARCHITECTURE 1110 112TH AVE NE SUITE 500 BELLEVUE, WA 98004 t: 425.463.2000 f: 425.463.2002 PROJECT MANAGER: RISA YUKI</p> <p><b>STRUCTURAL ENGINEER</b> ENGINEERS NORTHWEST 9725 THIRD AVE, N.E., SUITE 207 SEATTLE, WA 98115 t: 206.525.7560 f: 206.522.6698</p> <p><b>ELECTRICAL ENGINEER</b> T.E., INC. 830 N. RIVERSIDE DRIVE SUITE 200 RENTON, WA 98055 t: 425.970.3753 f: 425.970.3756</p> <p><b>FIRE SPRINKLER ENGINEER</b> TELGIAN 1101 ANDOVER PARK WEST SUITE 100 SEATTLE, WA 98188 t: 206.439.7080 f: 206.439.7089</p> <p><b>CIVIL ENGINEER</b> GRAEF, ANHALT, SCHLOEMER &amp; ASSOCIATES ONE HONEY CREEK CORPORATE CENTER 125 S. 84TH STREET, SUITE 401 MILWAUKEE, WI 53214 t: 414.266.5269 f: 414.259.0037</p> <p><b>LANDSCAPE ARCHITECT</b> SMITHGROUPJJR 201 DEPOT STREET SECOND FLOOR ANN ARBOR, MI 48104 t: 734.669.2754 f: 734.780.8460</p>	<p>DD00-01 TITLE SHEET</p> <p><b>CIVIL</b> C200 SITE GRADING AND DRAINAGE PLAN C300 SITE UTILITY PLAN</p> <p><b>LANDSCAPE</b> L-1 PRELIMINARY LANDSCAPE PLAN</p> <p><b>ELECTRICAL</b> SE-1 SITE PHOTOMETRY PLAN, LIGHTING FIXTURE SCHEDULE AND DETAIL</p> <p><b>ARCHITECTURAL</b> DD11-04 CONCEPT SITE PLAN DD21-01 CONCEPT FLOOR PLAN DD31-01 CONCEPT ROOF PLAN DD31-01 CONCEPT ELEVATIONS DD42-01 CONCEPT FUEL ELEVATIONS</p>	<p>THE PROJECT IS A 149,506 SQUARE FEET, ONE STORY MERCANTILE OCCUPANCY BUILDING WITH FULLY AUTOMATIC FIRE-PROTECTION SPRINKLER SYSTEM AND FIRE ALARM SYSTEM.</p> <p>ALSO INCLUDED IN THE PROJECT IS A FREESTANDING FUEL FACILITY WITH CANOPY.</p> <hr/> <p style="text-align: center;"><b>SCOPE OF WORK</b></p> <p><b>BUILDING:</b> THE WORK INCLUDES, BUT NOT LIMITED TO, BUILDING SHELL, CANOPIES, INTERIOR TENANT IMPROVEMENTS AND FINISHES, ITEMS FURNISHED BY THE OWNER AND INSTALLED BY THE CONTRACTOR AND ITEMS FURNISHED AND INSTALLED BY THE OWNER WITH FINAL CONNECTIONS BY THE CONTRACTOR.</p> <p>THE WORK ALSO INCLUDES, BUT NOT LIMITED TO, INTERIOR SIGNAGE, FIRE PROTECTION SPRINKLER SYSTEMS, LIFE SAFETY/FIRE ALARM SYSTEMS, HVAC SYSTEMS, ENERGY MANAGEMENT SYSTEMS, PLUMBING AND ELECTRICAL/LIGHTING SYSTEMS.</p> <p>EXTERIOR BUILDING SIGNAGE IS A DEFERRED SUBMITTAL.</p> <p><b>ON SITE:</b> THE WORK INCLUDES, BUT NOT LIMITED TO, DEMOLITION, ABATEMENT IF REQUIRED, EXCAVATION, IMPORT FILL, GRADING, STORM WATER DRAINAGE SYSTEM WITH DETENTION/RETENTION VAULTS/PONDS, WATER DISTRIBUTION SYSTEMS, SANITARY SEWER SYSTEMS, NATURAL GAS DISTRIBUTION SYSTEM, ELECTRICAL DISTRIBUTION SYSTEMS, SITE LIGHTING, CURBS, PAVEMENT, STRIPING/ARROWS, LANDSCAPING, IRRIGATION, FENCING AND RETAINING WALLS.</p> <p><b>FUEL FACILITY:</b> THE WORK INCLUDES, BUT NOT LIMITED TO, UNDERGROUND FUEL STORAGE TANKS, FUEL DISPENSING PUMPS, PIPING AND MONITORING SYSTEMS, CANOPY, CONTROLLER ENCLOSURE, SIGNAGE (BY MBS) AND ELECTRICAL/LIGHTING SYSTEMS.</p>	
			VICINITY MAP

# PROJECT DATA

CLIENT: COSTCO WHOLESALE  
999 LAKE DRIVE  
ISSAQUAH, WA 98027

PROJECT ADDRESS: 94TH AVE & PRAIRIE RIDGE BOULEVARD,  
PLEASANT PRAIRIE, WI

# SITE DATA:

TOTAL SITE AREA: **17.54 ACRES (764,166 SF)**

JURISDICTION: VILLAGE OF PLEASANT PRAIRIE

ZONING: B-2, PUD

SETBACKS: ARTERIAL STREETS 65' REQUIRED

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED BY MULVANNYG2 ARCHITECTURE USING A CAD FILE FROM LOSIK ENGINEERING DATED MARCH 22, 2011

# BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 153,962 SF

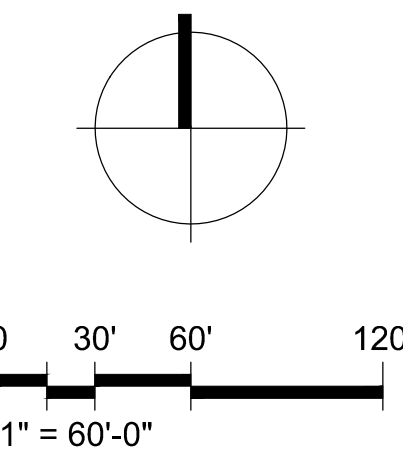
INCLUDES:

WAREHOUSE MAIN LEVEL	149,505 SF
ENCLOSED CANOPY	4,090 SF
PUMP ROOM	367 SF

# PARKING DATA:

10' WIDE STALLS	675 STALLS
ACCESSIBLE STALLS	17 STALLS
TOTAL PARKING:	692 STALLS
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA:	4.49 STALLS

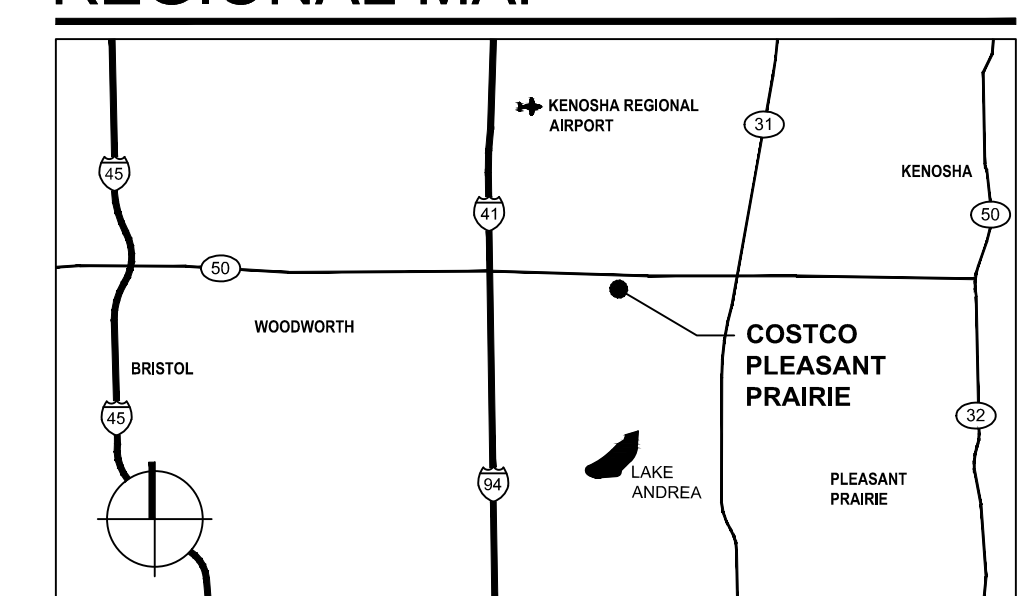
NOTES:  
EXISTING CONDITIONS TO BE FIELD VERIFIED.



# VICINITY MAP



# REGIONAL MAP



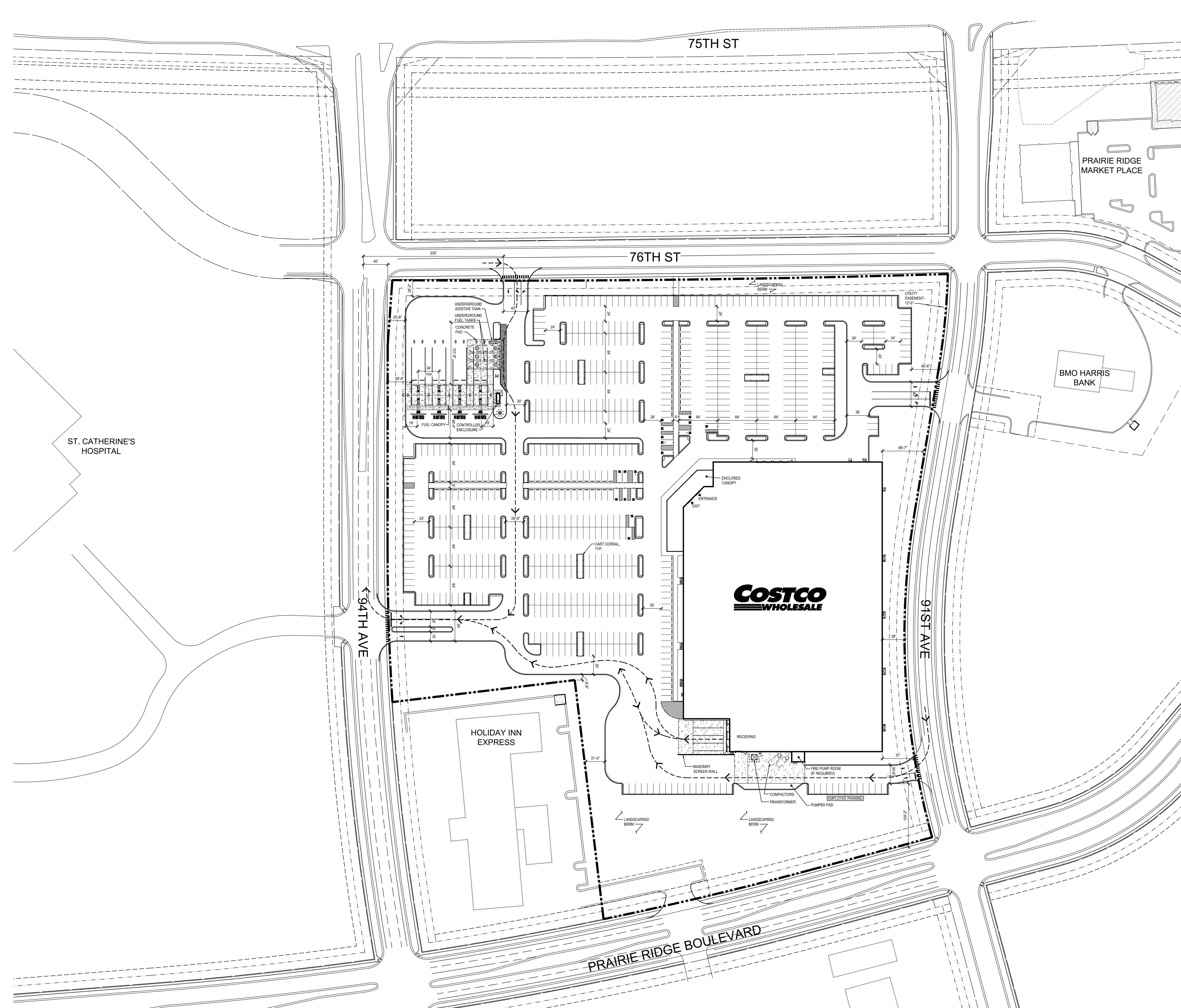
© MulvannyG2 Architecture. All rights reserved.  
No part of this document may be reproduced in any form or by any means without permission in writing from MulvannyG2 Architecture.

1110 112TH AVE. NE | SUITE 500  
BELLEVUE, WA | 98004  
1.425.463.2000 | f.425.463.2002

MulvannyG2.com

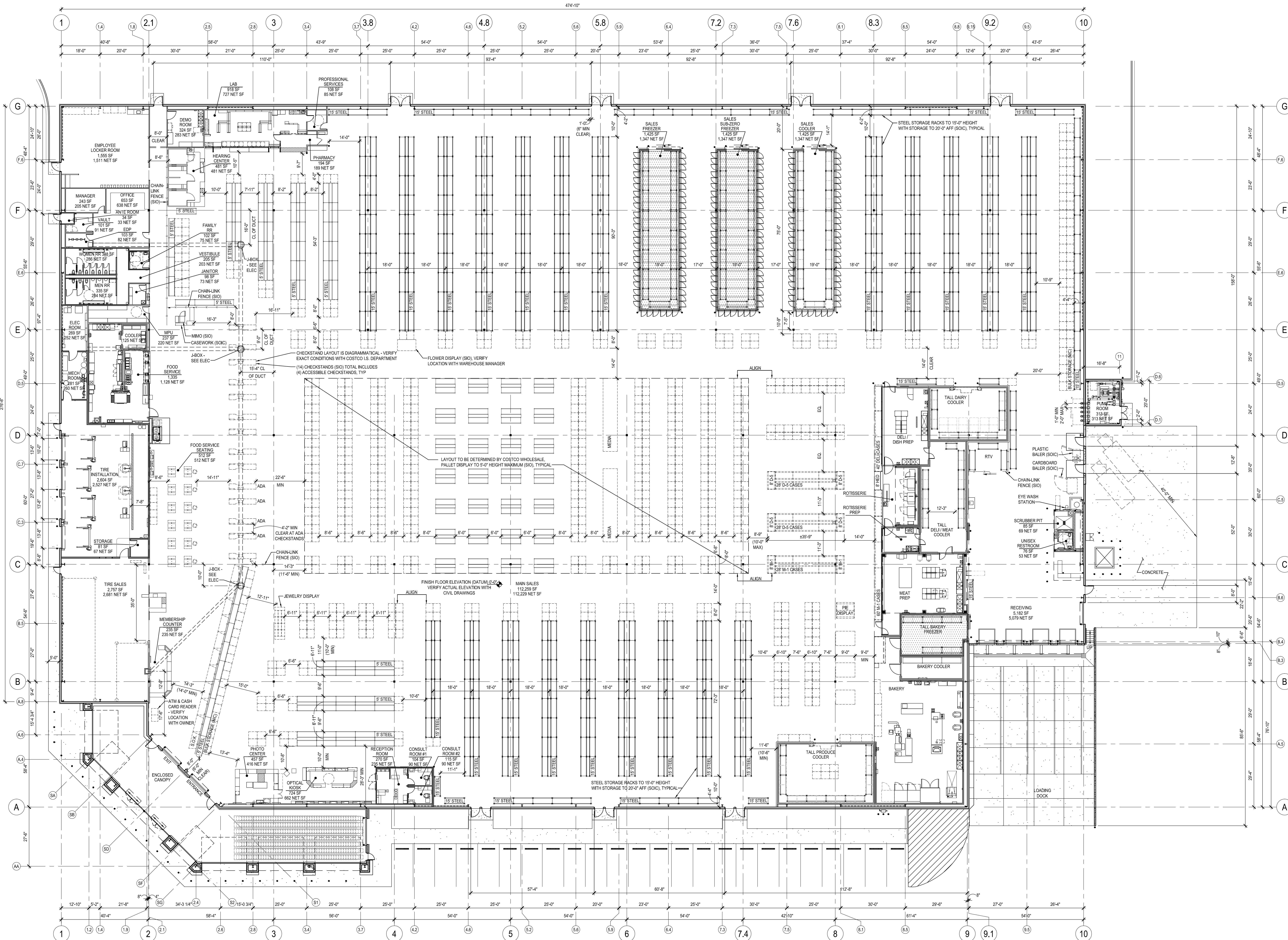
14-0006-01  
JUNE 20, 2014  
CONCEPT  
SITE PLAN

DD11-04



**COSTCO WHOLESALE**  
PLEASANT PRAIRIE (KENOSHA), WISCONSIN

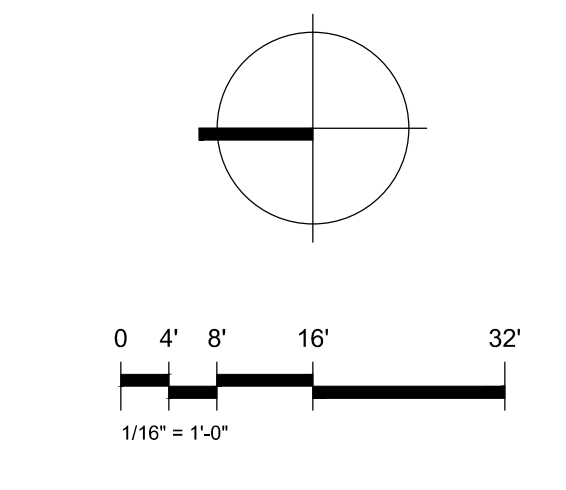
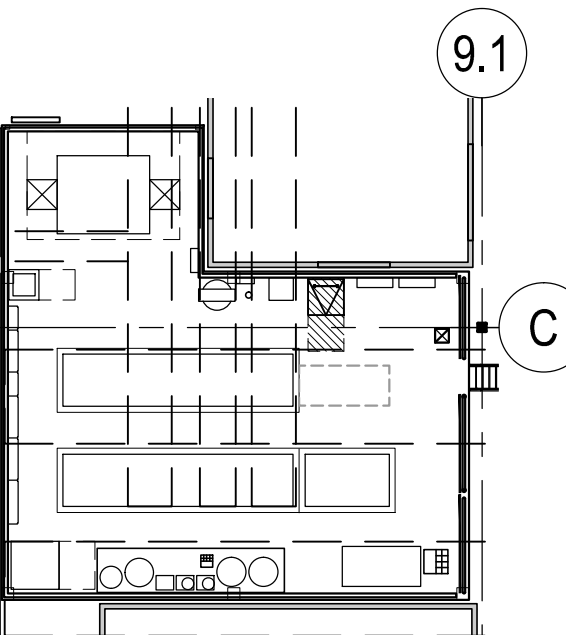
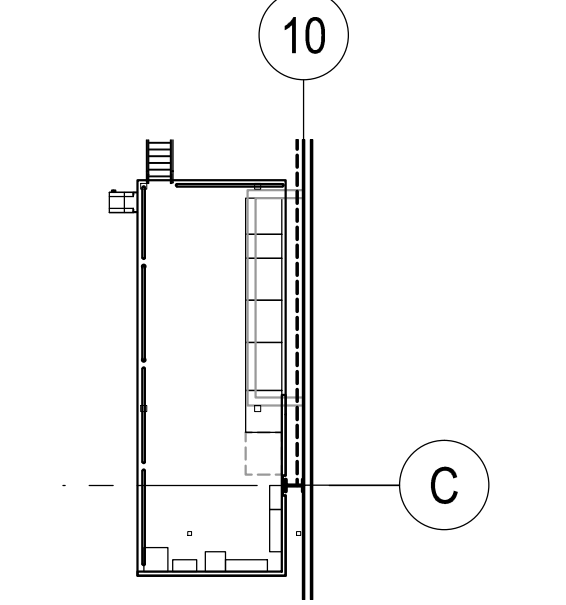
**CONCEPT SITE PLAN**  
JUNE 20, 2014



**PROJECT DATA**

**BUILDING DATA:**  
 WAREHOUSE 149,505 SF  
 CANOPY (ENCLOSED) 4,090 SF  
 PUMP ROOM (IF REQUIRED) 367 SF  
 TOTAL BUILDING AREA 153,962 SF

**RACK COUNT:**  
 GROCERY RACKS (15FT) 292  
 GROCERY PALLETS 743  
 CENTER SECTION 18,702 SF  
 HARDLINE RACKS (15FT) 155  
 HARDLINE PALLETS 342



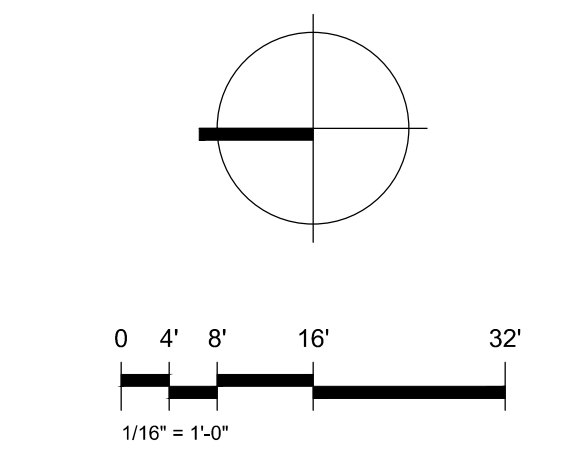
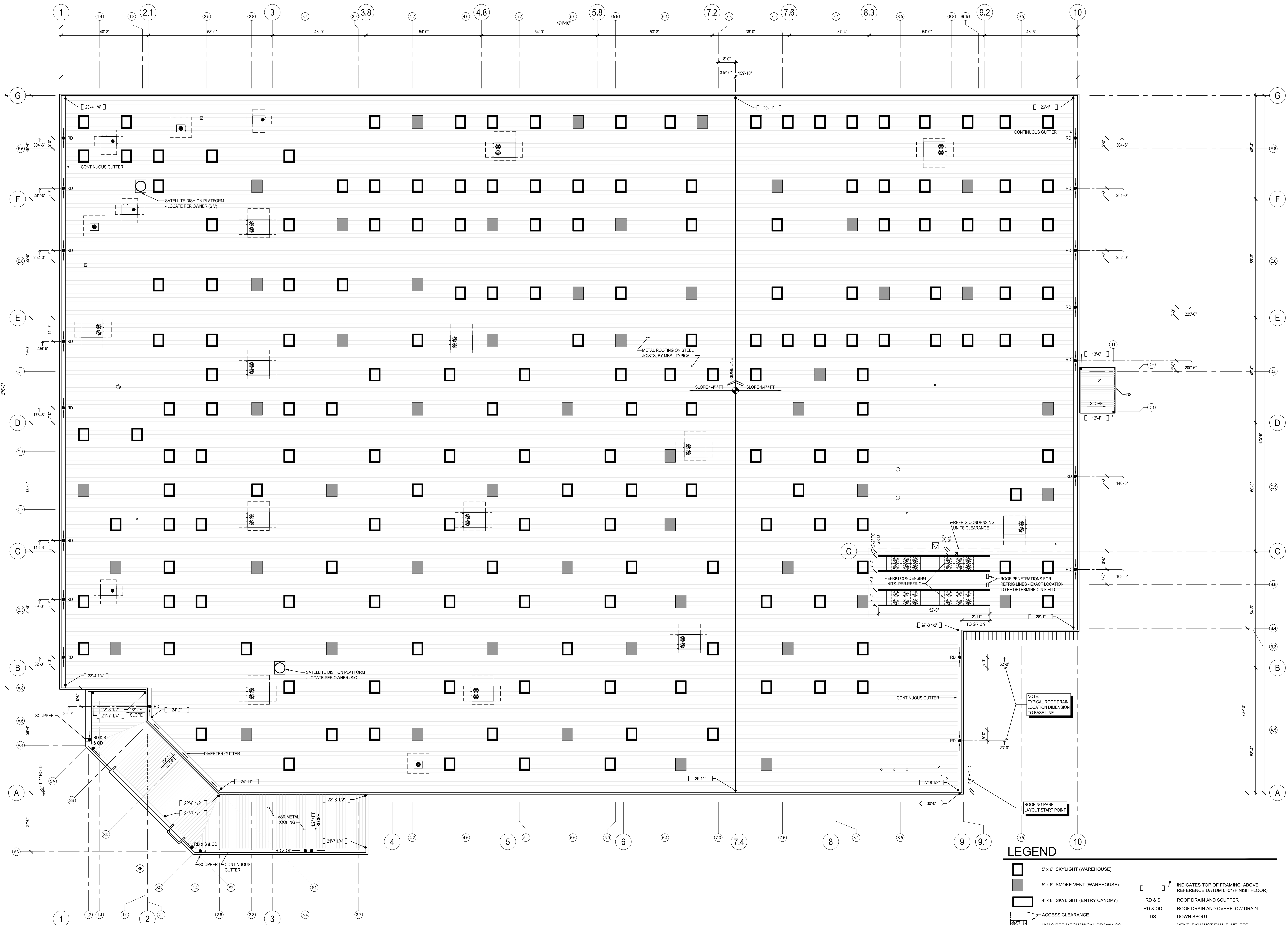
1110 112TH AVE. NE | SUITE 500  
 BELLEVUE, WA | 98004  
 1425.463.2000 | 1425.463.2002

14-0006-01  
 MAY 21, 2014  
 CONCEPT FLOOR PLAN

DD21-01

**COSTCO WHOLESALE CONCEPT FLOOR PLAN**

PLEASANT PRAIRIE (KENOSHA), WISCONSIN MAY 21, 2014



**COSTCO WHOLESALE**  
PLEASANT PRAIRIE, WI

**MULVANNY G2**  
No part of this document may be reproduced in any form or by any means without permission in writing from MulvannyG2 Architecture.  
1110 112TH AVE. NE | SUITE 500  
BELLEVUE, WA | 98004  
t 425.463.2000 | f 425.463.2002

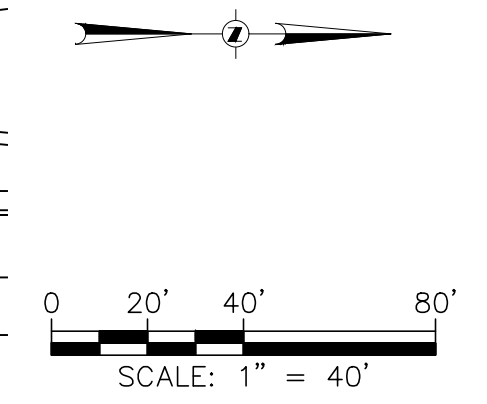
MulvannyG2.com  
14-0006-01  
JUNE 25, 2014  
CONCEPT  
ROOF PLAN  
DD22-01

**COSTCO WHOLESALE**  
PLEASANT PRAIRIE (KENOSHA), WISCONSIN

**CONCEPT ROOF PLAN**  
JUNE 25, 2014

**LEGEND**

	5' x 6' SKYLIGHT (WAREHOUSE)		INDICATES TOP OF FRAMING ABOVE REFERENCE DATUM 0'-0" (FINISH FLOOR)
	5' x 6' SMOKE VENT (WAREHOUSE)		RD & S ROOF DRAIN AND SCUPPER
	4' x 8' SKYLIGHT (ENTRY CANOPY)		RD & OD ROOF DRAIN AND OVERFLOW DRAIN
	ACCESS CLEARANCE		DS DOWN SPOUT
	HVAC PER MECHANICAL DRAWINGS		VENT. EXHAUST FAN, FLUE, ETC. SEE MECHANICAL DRAWINGS



### GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY THE SIGMA GROUP ON MAY 30, 2014. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
2. A PERMIT SET SUBMITTAL WILL BE MADE TO THE VILLAGE PRIOR TO CONSTRUCTION TO PROVIDE REVIEW OF EROSION CONTROL, TREE REMOVALS, AND DETAILED UTILITY DESIGNS.

PROJECT TITLE:  
COSTCO WHOLESALE CORPORATION  
WAREHOUSE  
PLEASANT PRAIRIE, WISCONSIN

NO.	DATE	REVISIONS	ISSUE BY

PROPOSED CONNECTION TO EXISTING STORM SEWER LATERAL AT STRUCTURE. STORM SEWER DISCHARGES TO REGIONAL DETENTION SYSTEM. COSTCO TO PROVIDE REQUIRED 40% TSS REMOVAL WITH OFF-SITE IMPROVEMENTS.

### PROJECT INFORMATION:

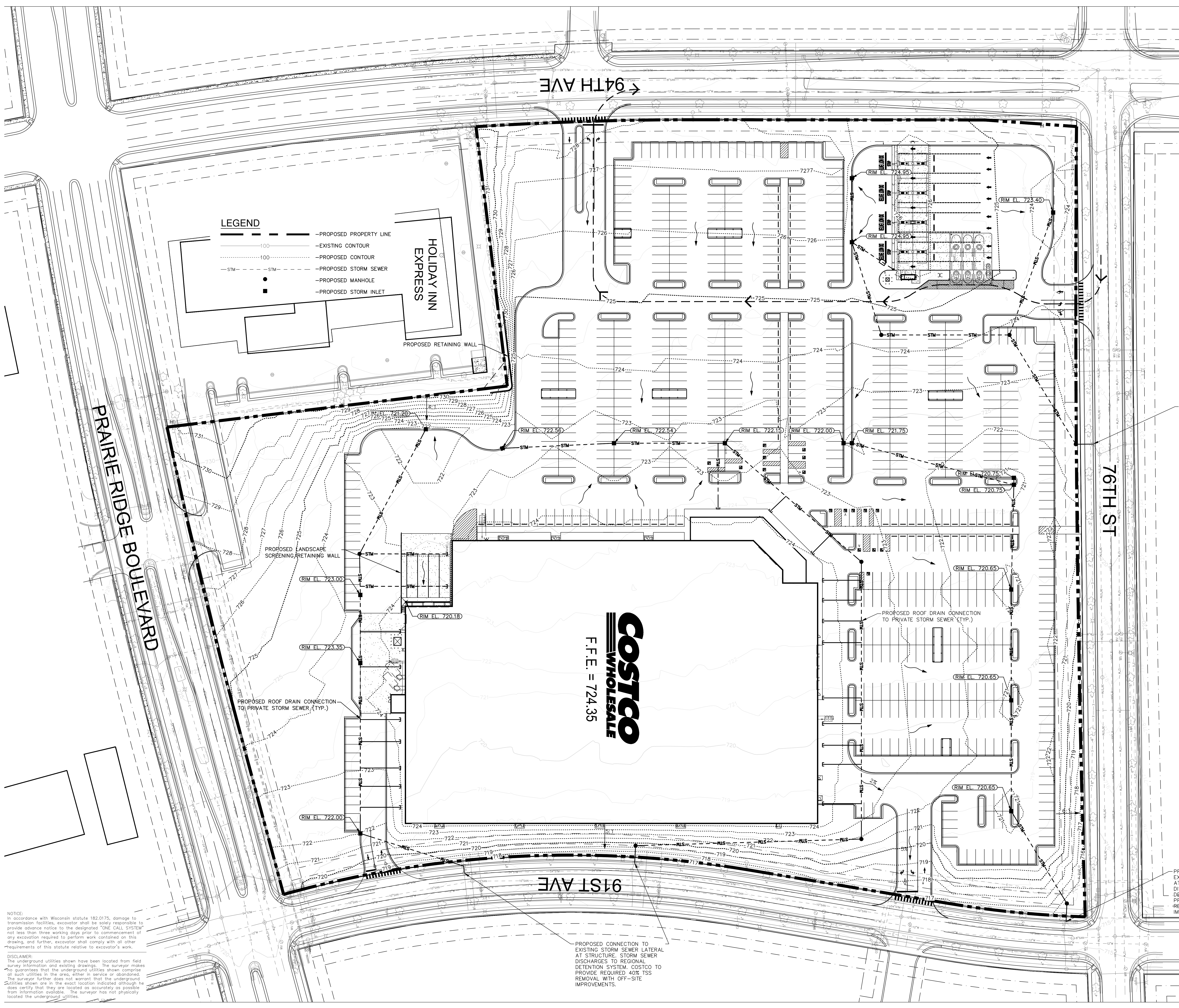
PROJECT NUMBER: 20140079.00  
DATE: 06/25/14  
DRAWN BY: CTS  
CHECKED BY: TMF  
APPROVED BY: ATP  
SCALE: AS NOTED  
FILE PATH: C:\00\_C200\_GRADING\_079

### SHEET TITLE:

SITE GRADING AND DRAINAGE PLAN

### SHEET NUMBER:

# C200



### LEGEND

- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- STM- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED STORM INLET

HOLIDAY INN EXPRESS

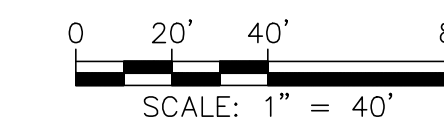
**COSTCO**  
WHOLESALE  
F.F.E. = 724.35

NOTICE:  
In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work.

DISCLAIMER:  
The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

PROPOSED CONNECTION TO EXISTING STORM SEWER LATERAL AT STRUCTURE. STORM SEWER DISCHARGES TO REGIONAL DETENTION SYSTEM. COSTCO TO PROVIDE REQUIRED 40% TSS REMOVAL WITH OFF-SITE IMPROVEMENTS.

PROPOSED CONNECTION TO EXISTING STORM SEWER LATERAL AT STRUCTURE. STORM SEWER DISCHARGES TO REGIONAL DETENTION SYSTEM. COSTCO TO PROVIDE REQUIRED 40% TSS REMOVAL WITH OFF-SITE IMPROVEMENTS.



### GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY THE SIGMA GROUP ON MAY 30, 2014. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
2. A PERMIT SET SUBMITTAL WILL BE MADE TO THE VILLAGE PRIOR TO CONSTRUCTION TO PROVIDE REVIEW OF EROSION CONTROL, TREE REMOVALS, AND DETAILED UTILITY DESIGNS.

### PROJECT TITLE:

COSTCO WHOLESALE CORPORATION  
WAREHOUSE  
PLEASANT PRAIRIE, WISCONSIN

### ISSUE:

NO.	DATE	REVISIONS	BY

### PROJECT INFORMATION:

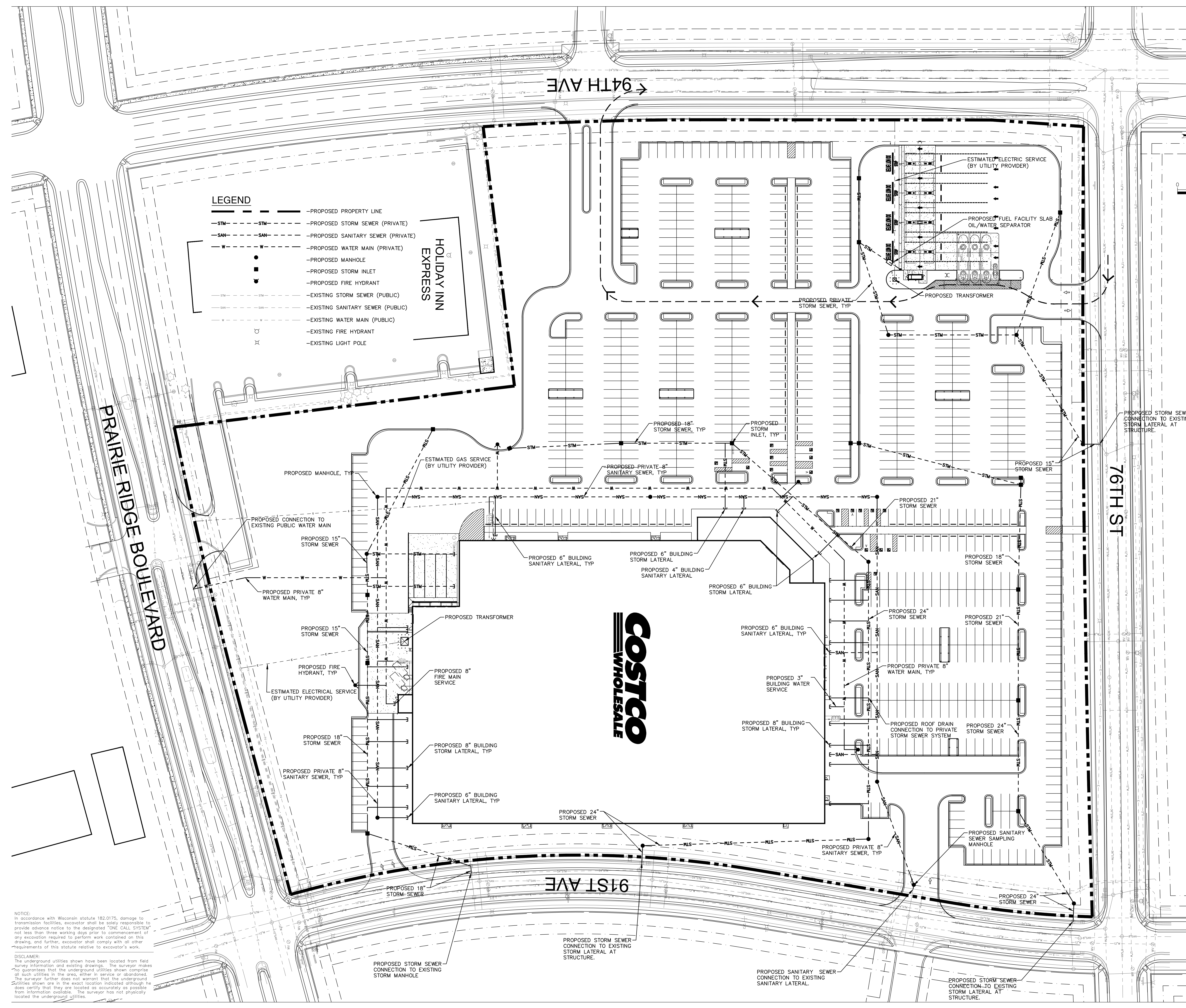
PROJECT NUMBER: 20140079.00  
DATE: 06/25/14  
DRAWN BY: CTS  
CHECKED BY: TMF  
APPROVED BY: BTP  
SCALE: AS NOTED  
FILE PATH: C:\00\_C300\_UTILITY\_079

### SHEET TITLE:

SITE UTILITY PLAN

### SHEET NUMBER:

# C300

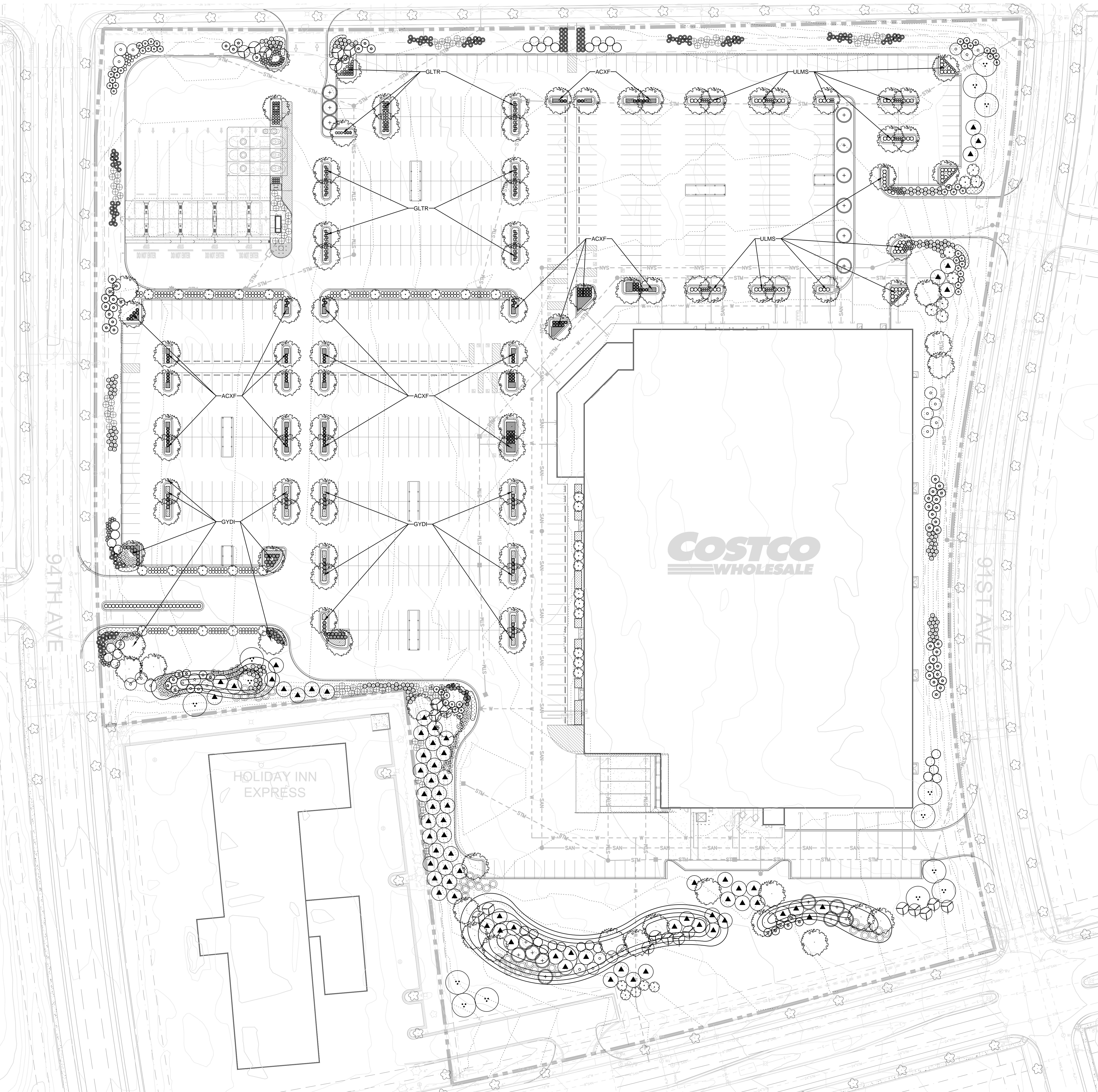


### LEGEND

	PROPOSED PROPERTY LINE
	PROPOSED STORM SEWER (PRIVATE)
	PROPOSED SANITARY SEWER (PRIVATE)
	PROPOSED WATER MAIN (PRIVATE)
	PROPOSED MANHOLE
	PROPOSED STORM INLET
	PROPOSED FIRE HYDRANT
	EXISTING STORM SEWER (PUBLIC)
	EXISTING SANITARY SEWER (PUBLIC)
	EXISTING WATER MAIN (PUBLIC)
	EXISTING FIRE HYDRANT
	EXISTING LIGHT POLE

**NOTICE:**  
In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work.

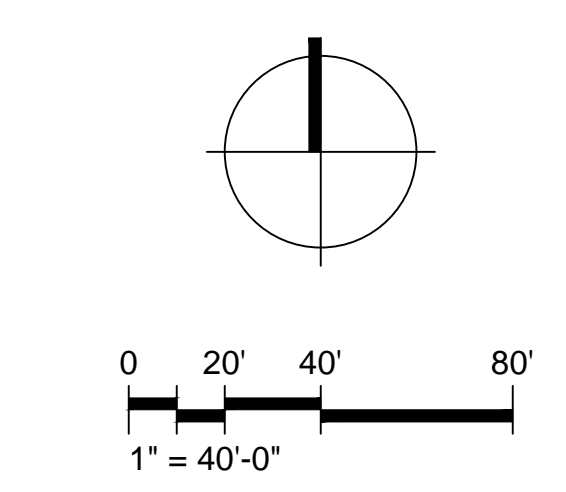
**DISCLAIMER:**  
The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.



SYMBOL	BOTANICAL/Common NAMES (ACRONYM)	INSTALLED SIZE	CONDITION	SPACING	HEIGHT/SPREAD AT 30 YEARS
<b>CANOPY TREES (TOTAL 119 TREES):</b>					
○	ACER X FREEMANII 'AUTUMN BLAZE'/AUTUMN BLAZE RED MAPLE (ACXF)	3" CAL.	B&B	AS SHOWN	50' x 40'
○	ACER SACCHARUM 'GREEN MOUNTAIN'/GREEN MOUNTAIN SUGAR MAPLE				60' x 40'
○	BETULA NIGRA 'HERITAGE'/HERITAGE RIVER BIRCH				45' x 35'
○	CELTIS OCCIDENTALIS/HACKBERRY				45' x 35'
○	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'/SHADEMASTER HONEYLOCUST (GLTR)				45' x 35'
○	GYMOCLADUS DIOICUS 'ESPRESSO'/ESPRESSO KENTUCKY COFFEETREE (GYDI)				50' x 35'
○	QUERCUS RUBRA/RED OAK				50' x 45'
○	TILIA AMERICANA 'REDMOND'/REDMOND LINDEN				35' x 25'
○	ULMUS X FRONTIERI/FRONTIER ELM (ULMS)				40' x 35'
<b>ORNAMENTAL TREES (TOTAL 105 TREES):</b>					
○	ACER GINNALA 'FLAME'/FLAME AMUR MAPLE	2" CAL.	B&B	AS SHOWN	15' x 20'
○	AECULUS X CARNEA 'BRIOTI'/RUBY RED FLOWERED HORSE CHESTNUT	2" CAL.			35' x 25'
○	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'/AUTUMN BRILLIANCE SERVICEBERRY	6" HT.			12' x 15'
○	SYRINGA RETICULATA 'IVORY SILK'/IVORY SILK JAPANESE TREE LILAC	2" CAL.			20' x 15'
○	MALUS CV./CRABAPPLE CULTIVARS	2" CAL.			10-20' x 12-20'
<b>EVERGREEN TREES (TOTAL 205 TREES):</b>					
▲	PICEA ABIES/NORWAY SPRUCE	8" HT.	B&B	AS SHOWN	60-70' x 30'
▲	PICEA GLAUCA/WHITE SPRUCE	8" HT.			50' x 25'
▲	PICEA PUNGENS/BLUE SPRUCE	8" HT.			45' x 25'
▲	JUNIPERUS SCOPULORUM 'WICHITA BLUE'/WICHITA BLUE JUNIPER	6" HT.			18' x 6'
▲	THUJA PLICATUM 'GREEN GIANT'/GREEN GIANT WESTERN ARBORVITAE	8" HT.			25' x 10'
<b>SHRUBS (TOTAL 851 SHRUBS):</b>					
○	ARONIA MELANOCARPA 'AUTUMN MAGIC'/AUTUMN MAGIC CHOKEBERRY	30" HT.	CONT.		4' O.C.
○	CORNUS SERICEA 'SANTI'/SANTI REDTWIG DOGWOOD	36" HT.	B&B		5' O.C.
○	HYDRANGEA PANICULATA 'QUICK FIRE'	36" HT.	B&B		6' O.C.
○	JUNIPERUS CHINENSIS 'SEA GREEN'/SEA GREEN JUNIPER	24" SPD.	CONT.		4' O.C.
○	PHYSCOCARPUS OPULIFOLIUS 'DONNA MAY'/LITTLE DEVIL NINEBARK	30" HT.	CONT.		5' O.C.
○	RHUS AROMATICA 'GRO-LOW'/GRO-LOW FRAGRANT SUMAC	24" SPD.	CONT.		3.5' O.C.
○	ROSA 'NEARLY WILD'/FLORIBUNDA ROSE	24" SPD.	CONT.		3' O.C.
○	ROSA 'SUNNY KNOCKOUT'/KNOCKOUT ROSE	24" SPD.	CONT.		4' O.C.
○	SPIREA MAGIC CARPET/MAGIC CARPET SPIREA	24" HT.	CONT.		2.5' O.C.
○	VIBURNUM DENTATUM 'CHICAGO LUSTRE'/CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" HT.	B&B		8' O.C.
○	VIBURNUM X RHYTIDOPHYLLOIDES 'ALLEGHANY'/ALLEGHANY VIBURNUM	48" HT.	B&B		9' O.C.
<b>PERENNIAL PALETTE:</b>					
○	ACHILLEA CULTIVARS/YARROW CULTIVARS	1 GAL.	CONT.		24" O.C.
○	CALAMAGROSTIS X A. 'KARL FOERSTER'/KARL FOERSTER FEATHER REED GRASS				24" O.C.
○	ECHINACEA PURPUREA CULTIVARS/PURPLE CONEFLOWER CULTIVARS				18" O.C.
○	HEMEROCALLIS 'HAPPY RETURNS'/HAPPY RETURNS DAYLILY AND OTHER CULTIVARS				18" O.C.
○	MISCANTHUS SINENSIS 'MORNING LIGHT'/MORNING LIGHT MAIDEN GRASS				36" O.C.
○	NEPETA X FAASSENII 'WALKER'S LOW'/WALKER'S LOW CATMINT				24" O.C.
○	PANICUM VIRGATUM 'ROTSTRAHLBUSCH'/RED SWITCHGRASS				30" O.C.
○	RUDBECKIA FULGIDA 'GOLDSTURM'/GOLDSTURM BLACK-EYED SUSAN				18" O.C.

- NOTES:**
- ALL AREAS NOT SHOWING LANDSCAPE BEDS SHALL RECEIVE SOD UNLESS OTHERWISE NOTED.
  - ALL SHRUB BEDS/GROUPINGS AND TREE SAUCERS SHALL RECEIVE 2" COMPOSTED SHREDDED HARDWOOD BARK MULCH.
  - ALL PARKING LOT ISLANDS SHALL HAVE AN 18" UNPLANTED MULCH BAND BACK OF CURB. ALL PLANT BEDS ADJACENT TO DRIVES SHALL HAVE A 24" UNPLANTED MULCH BAND BACK OF CURB.
  - ALL BEDS SHALL BE GRADED TO DRAIN. PARKING LOT ISLANDS SHALL BE MOUNDED.
  - ALL PLANTS SHALL CONFORM TO ANSI Z 60.1 STANDARDS.
  - ALL LANDSCAPE ISLANDS, PLANT BEDS, AND TURF SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM.
  - ALL LANDSCAPE AND STREET TREES SHALL BE MAINTAINED BY PROFESSIONALS EXPERIENCED IN THIS TYPE OF WORK. MAINTENANCE SHALL INCLUDE: WATERING, WEEDING, DEADHEADING, CULTIVATING, (PRUNING, EDGING, FERTILIZING, MOWING, APPLICATION OF HERBICIDES AND ANTI-DESSICANTS, MONITORING OF PESTS AND USE OF PESTICIDES AS NECESSARY, TIGHTENING AND REPAIRING OF TREE STAKING MATERIALS, EROSION REPAIR, RE-SEEDING, RE-SODDING, RESETTING PLANTS TO PROPER GRADE AND UPRIGHT POSITION, AND OTHER REQUIRED OPERATIONS TO KEEP THE LANDSCAPE IN GOOD QUALITY CONDITION AS FREQUENTLY AS NEEDED.

**LANDSCAPE REQUIREMENTS:**  
 PARKING AREA: 370,522 SF  
 5% OF PARKING AREA: 18,526 SF  
 INTERIOR LANDSCAPE AREA: 20,756 SF (6% OF PARKING AREA)  
 OPEN SPACE ON PROPERTY: 191,527 SF



**SMITHGROUP JJR**  
 201 DEPOT STREET  
 ANN ARBOR, MI 48104  
 734.662.4457  
 www.smithgroupjir.com

# COSTCO WHOLESALE

# PRELIMINARY LANDSCAPE PLAN



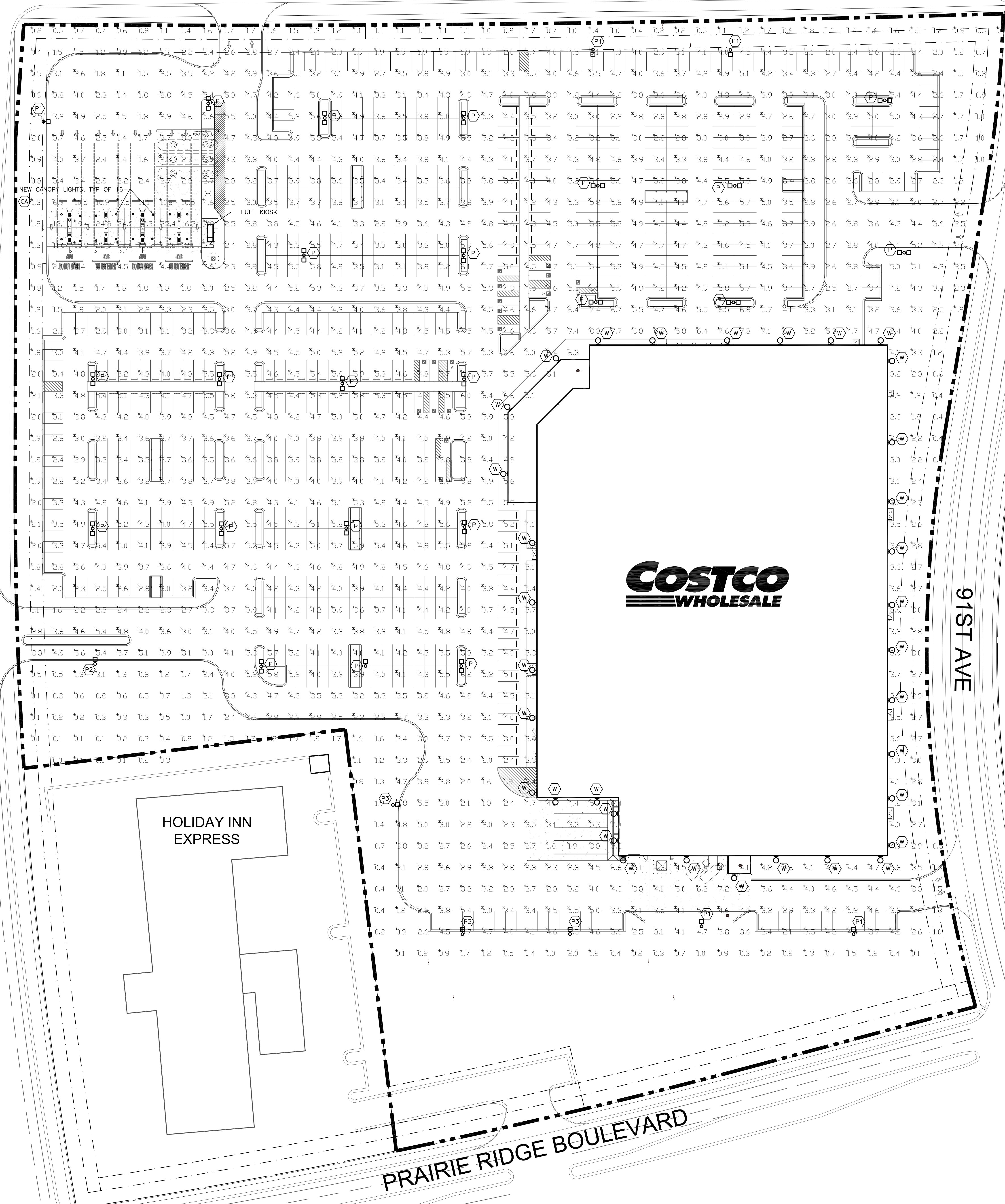
94TH AVE

91ST AVE

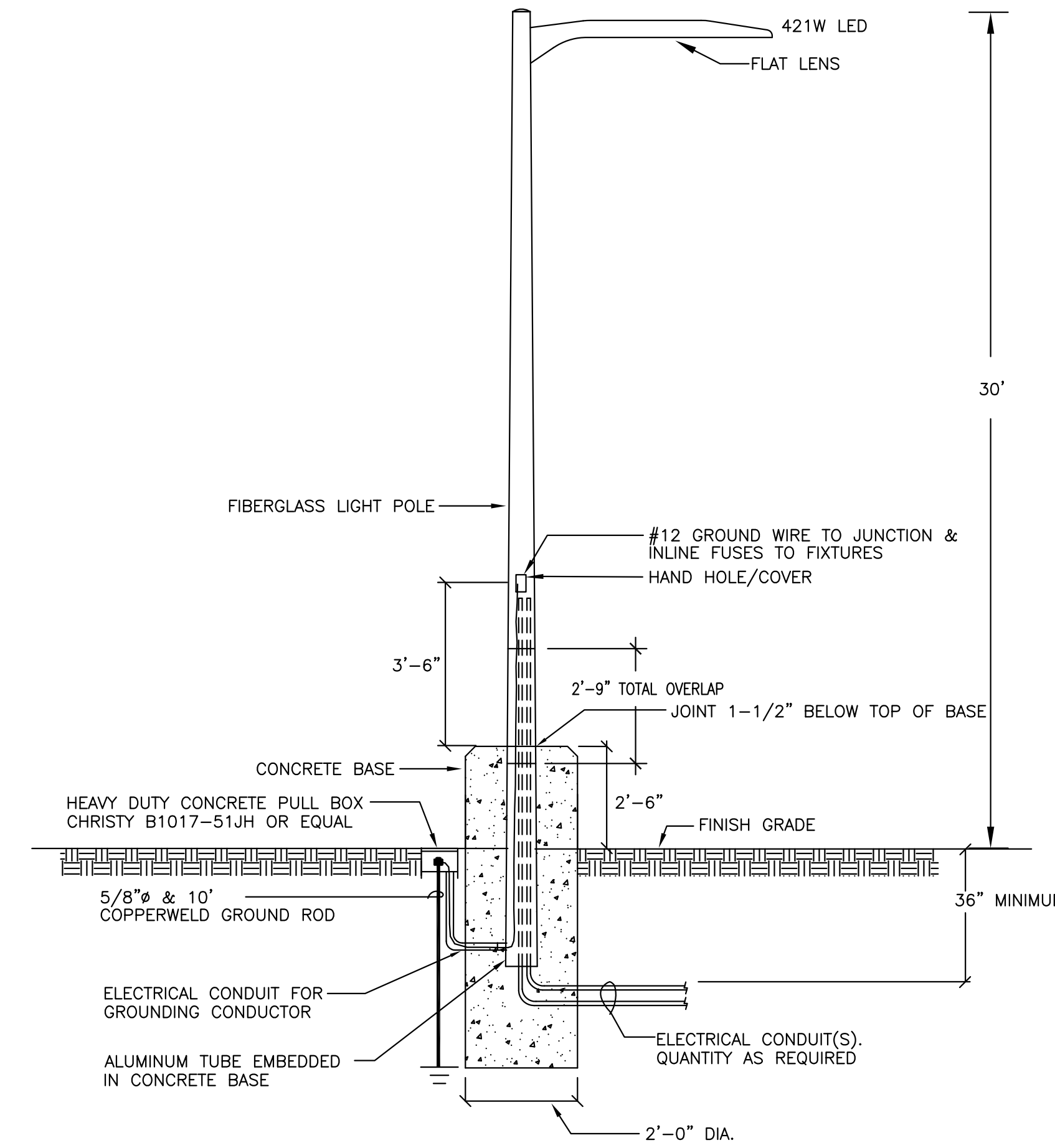
PRAIRIE RIDGE BOULEVARD

**COSTCO**  
WHOLESALE

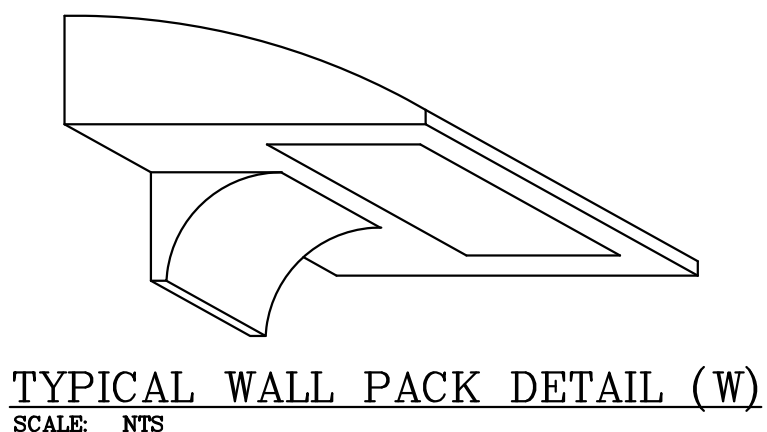
HOLIDAY INN EXPRESS



SITE PLAN  
SCALE: 1/40" = 1'-0"



NOTE: PROVIDE CONCRETE J-BOX AS REQUIRED. THIS DETAIL IS FOR ELECTRICAL CONDUITS ROUTING ONLY. SEE STRUCTURAL DRAWINGS S0.2 FOR DETAILS.



STATISTICS	
PARKING	
MAX	8.3
AVG	4.1
MIN	1.1
NUMBER OF POLES	31
NUMBER OF HEADS	56
TOTAL OF KW	121 X 56 = 23.6 KW

FIXTURE DESCRIPTION	
(P)	COOPER GAN-AE-08-LED-U-5WQ. FLAT LENS, TYPE 5 DISTRIBUTION. FIBERGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE.
(P1)	COOPER GAN-AE-08-LED-U-T3. FLAT LENS, TYPE 0 DISTRIBUTION. FIBERGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE.
(P2)	COOPER GAN-AE-08-LED-U-T2. FLAT LENS, TYPE 2 DISTRIBUTION. FIBERGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE.
(P3)	COOPER GAN-AE-08-LED-U-T-4FT. FLAT LENS, TYPE FT DISTRIBUTION. FIBERGLASS POLE 30'-0" ABOVE GRADE, WITH 2'-6" BASE.
(W)	LITH DSXW2 LED 50K 1000 T2M, 109W LED, 20' MOUNTING HEIGHT
(GA)	122W LED, SURFACE SYMETRIC FLAT LENS, 18' MOUNTING HEIGHT

SITE PHOTOMETRY PLAN, LIGHTING FIXTURE SCHEDULE AND DETAIL

PROJECT NO: 14-295  
NO PART OF THIS DOCUMENT MAY BE USED OR COPIED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF T.E. INC.

ARCHITECT REFERENCE NO:

ISSUE DATE: MAY 2014

REVISION DATE:

DRAWN: JH

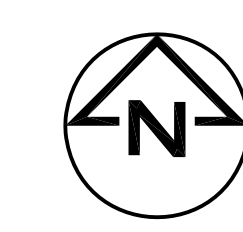
CHECKED: AN/TJM

DD PACKAGE

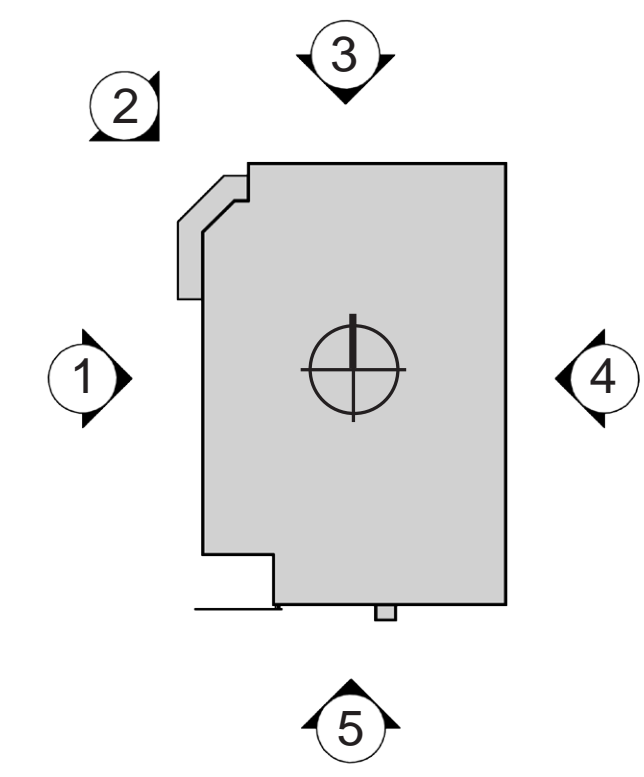
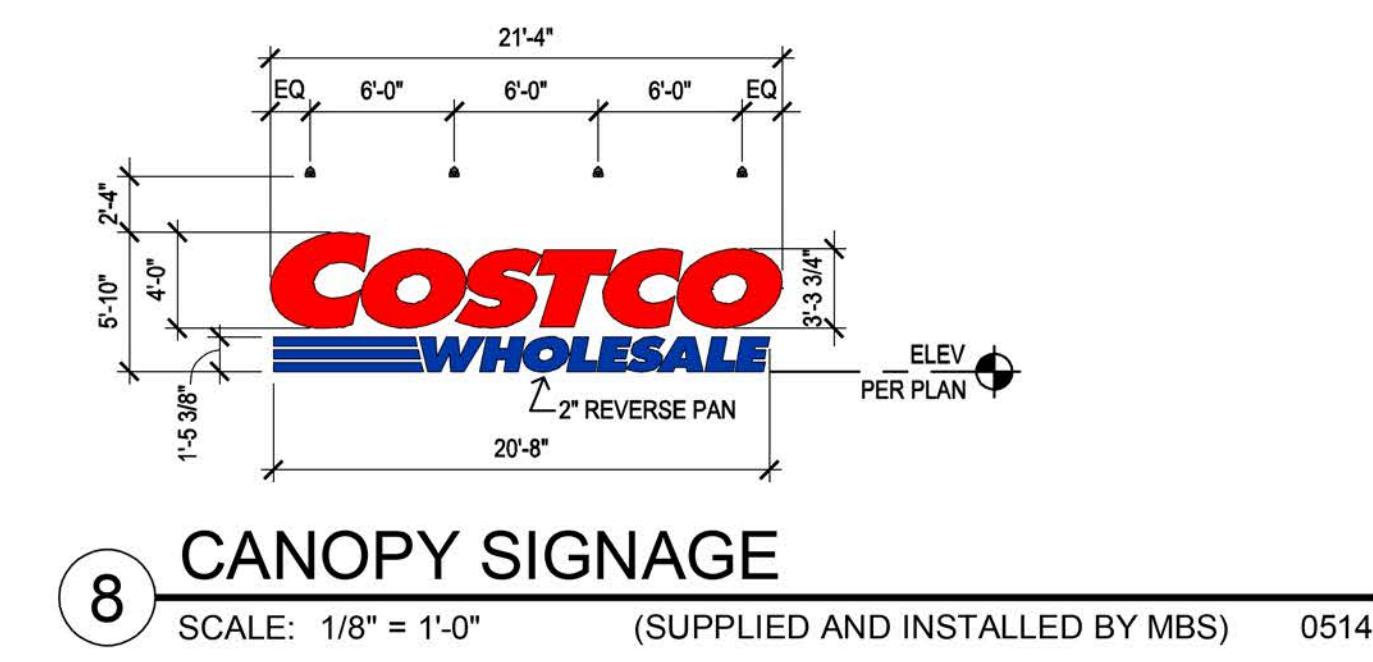
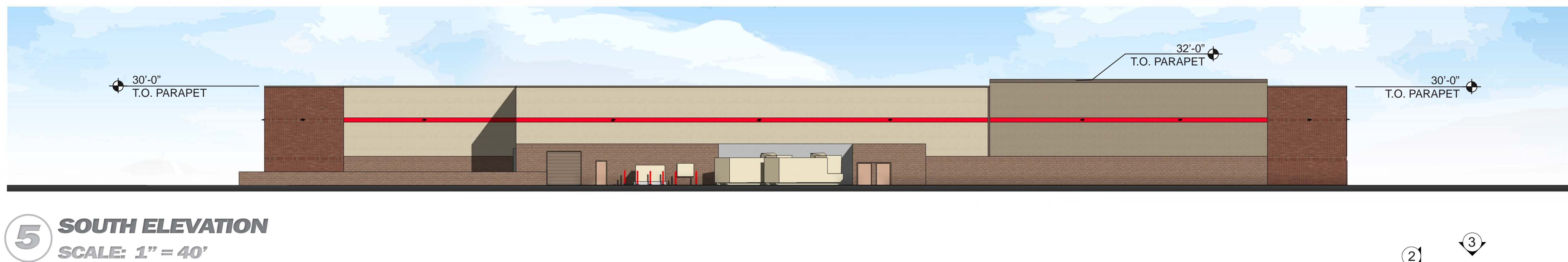
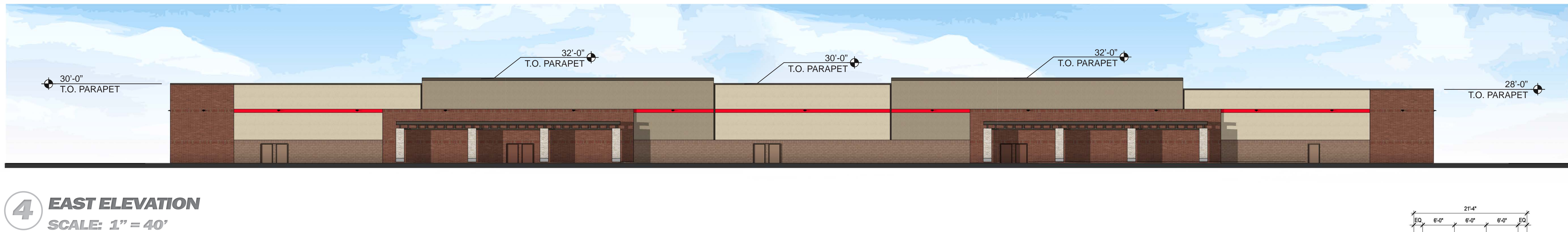
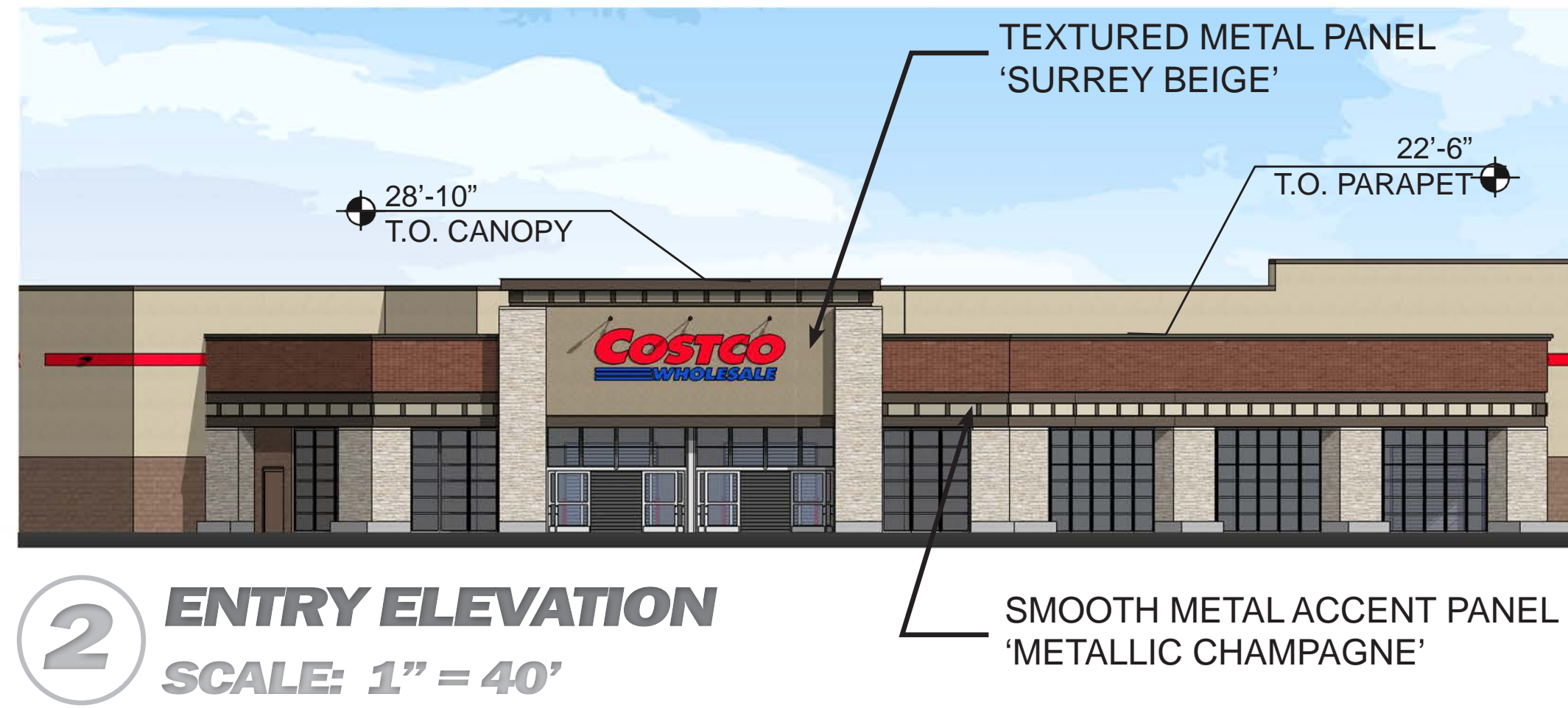
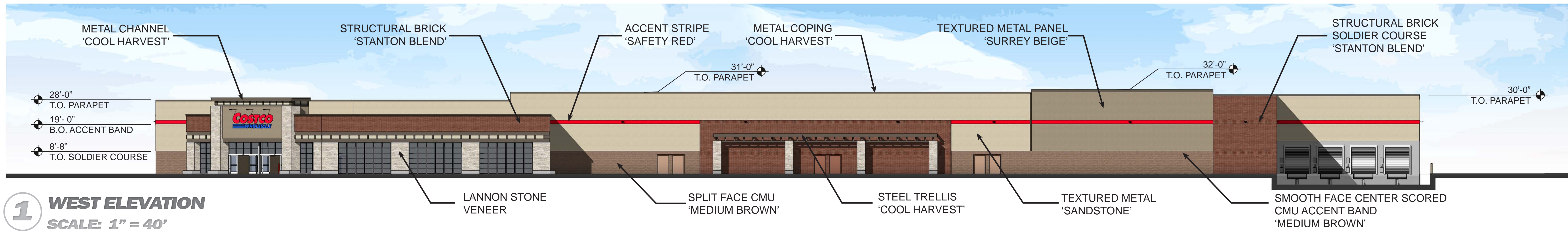
T.E., Inc.

830 N. RIVERSIDE DRIVE  
SUITE #200  
PRAIRIE RIDGE, IL 60577  
PHONE: 425-970-3753  
FAX: 425-970-3756

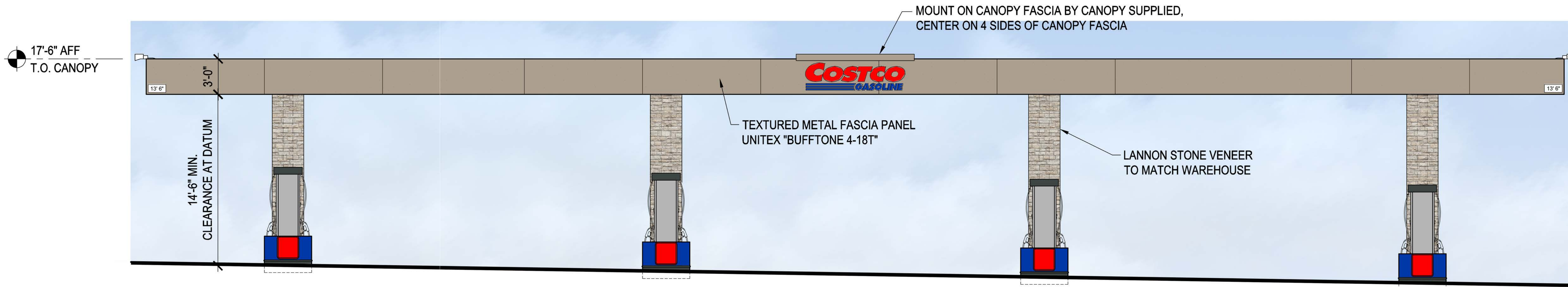
PRAIRIE RIDGE, WI



SE-1



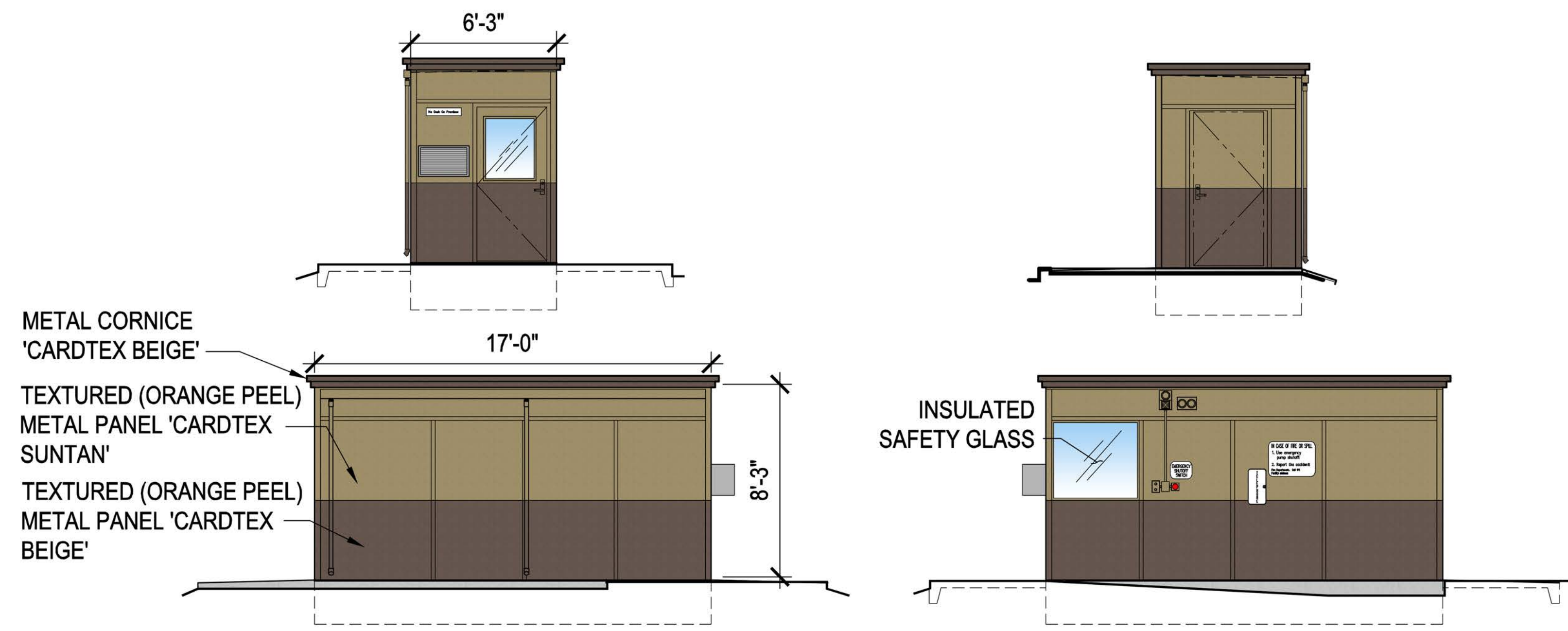
SIGNAGE AREA TABULATION (WALL SIGNS)				
QTY	SIGN	SIZE	AREA (SF) EA	TOTAL SF
1	COSTCO WHOLESALE	6'-0" X 21'-4"	282 SF	282 SF
1	COSTCO WHOLESALE	4'-0" X 32'-0"	124 SF	124 SF
1	TIRE CENTER	17'-4" X 1'-9"	31 SF	31 SF
			TOTAL SIGNAGE AREA	437 SF



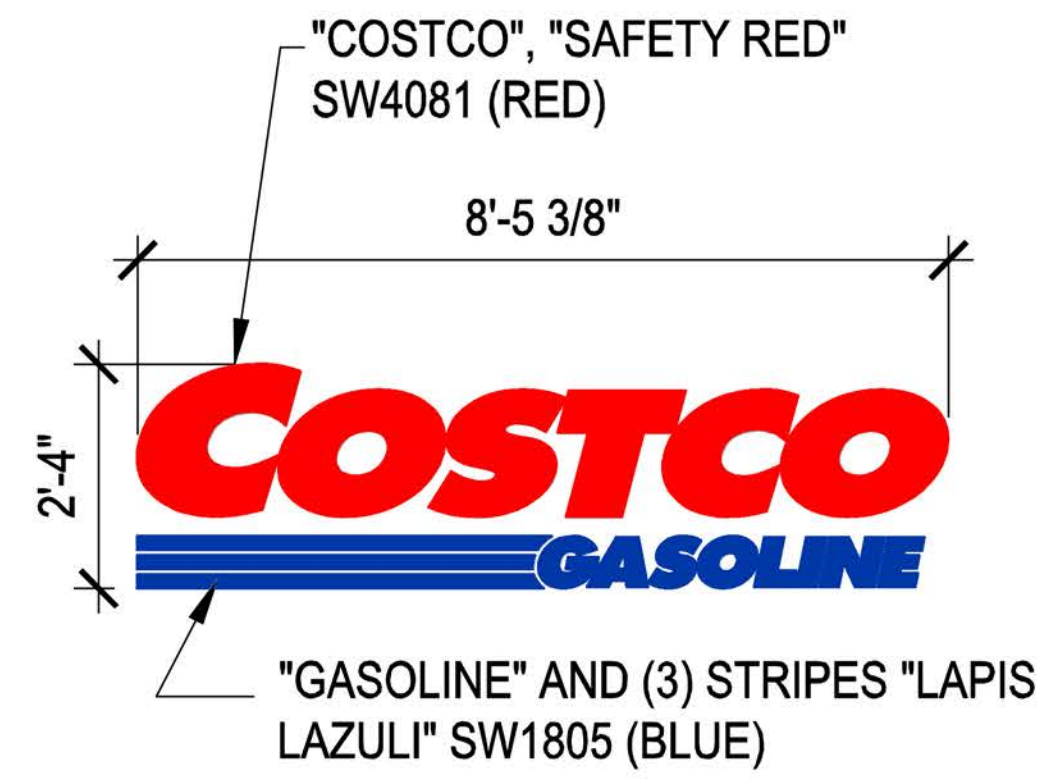
**1 NORTH AND SOUTH ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**2 EAST AND WEST ELEVATIONS**  
SCALE: 1/4" = 1'-0"

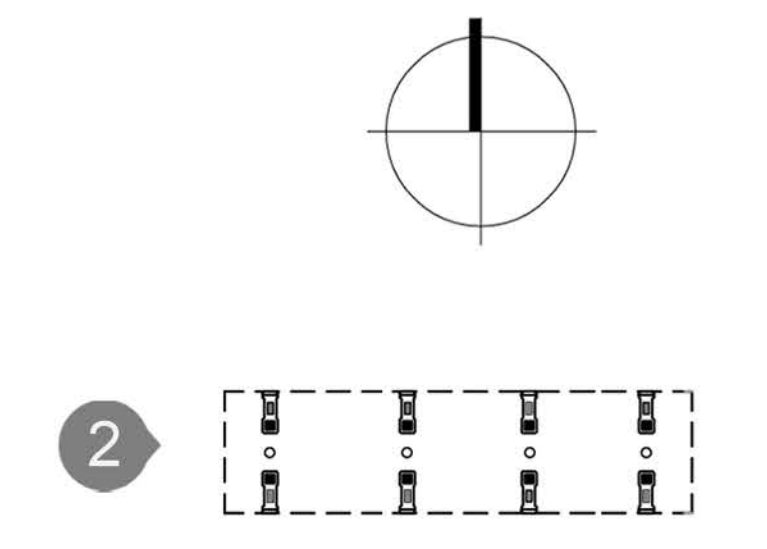


**3 CONTROLLER ENCLOSURE EXTERIOR ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**4 CANOPY SIGN**  
SCALE: 1/2" = 1'-0"

SIGNAGE AREA TABULATION (WALL SIGNS)				
QTY	SIGN	SIZE	AREA (SF) EA	TOTAL SF
4	COSTCO GASOLINE	2'-4" X 8'-5 3/8"	20 SF	80 SF
TOTAL SIGNAGE AREA				80 SF



1110 112TH AVE. NE | SUITE 500  
BELLEVUE, WA | 98004  
1.425.463.2000 | 1.425.463.2002

MulvannyG2.com

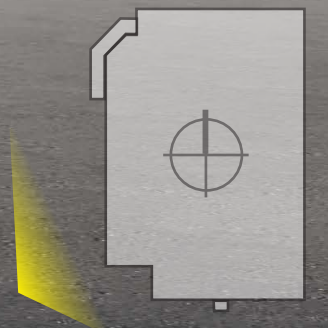


July 25th, 2014  
#14-0006-01  
v1.8  
PLEASANT PRAIRIE, WI

ENTRY PERSPECTIVE

MULVANNY | G2  
ARCHITECTURE







# Holiday Inn Express



## Legend

- Street Centerlines
- Right-of-Ways
- Water Features
- - - Parcels
- - - Condominiums
- - - Subdivisions
- Municipal Boundaries



1 inch = 123 feet

**DISCLAIMER** 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 Kenosha County.

Date Printed: 6/20/2014



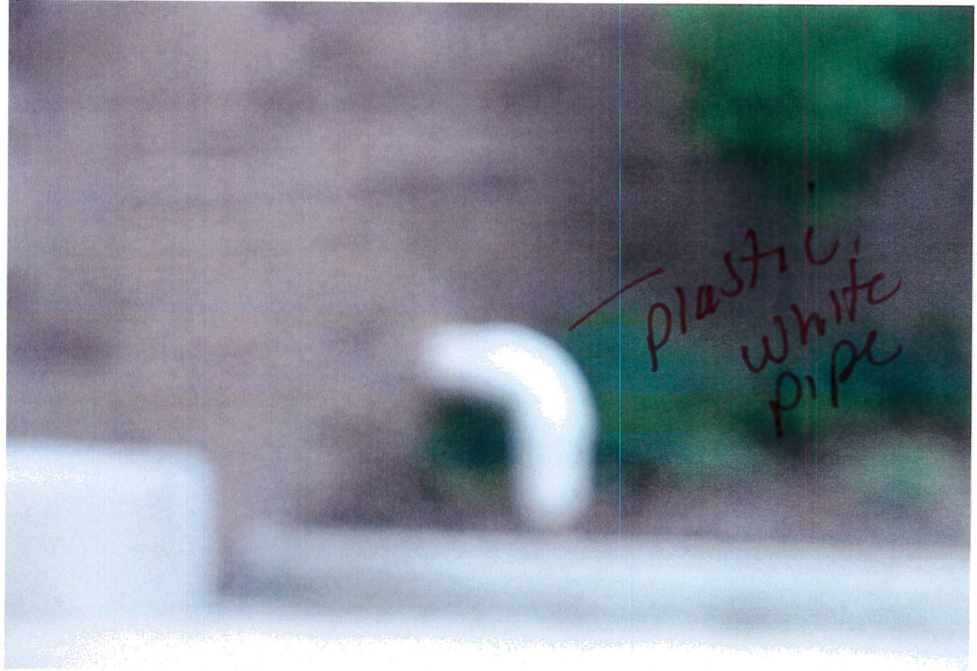
## STH 50 Expansion and Prairie Ridge Assessment

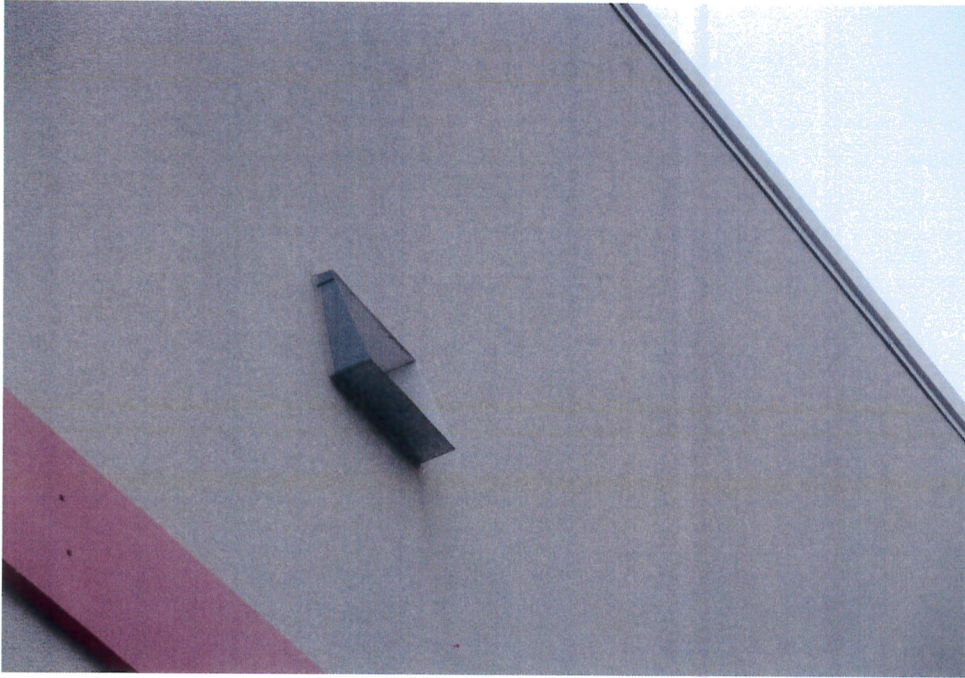
Parcel	ID	Land Area (Acres)	Sq Ft	Original Total Assessment Cost*
	1 081-0131	9.95	433,422.00	628,461.90 Lot 1 Lot 2
	2 081-0105	2.40	104,544.00	151,588.80
	3 081-0200	4.23	184,258.80	267,175.26
	4 081-0210	2.01	87,555.60	126,955.62
	5 081-0221	17.54	764,042.40	1,107,861.48
	Total	36.13	1,573,822.80	

**Sq Ft per Acre:** 43,560  
**\*Maximum Assessment Paid to the Village:** \$1,602,092  
**Total Rate:** \$1.45

<b>Land Area (Acres)</b>	<b>Sq Ft</b>	<b>Total Cost</b>
2.91	126,759.60	183,801.42
<u>7.04</u>	<u>306,662.40</u>	<u>444,660.48</u>
9.95		628,461.90











**DRAFT****AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM ("DSIS")  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND COSTCO WHOLESALE CORPORATION**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (referred to as the "Village") and COSTCO WHOLESALE CORPORATION, a \_\_\_\_\_ Corporation with a business address of \_\_\_\_\_ (referred to as "Costco"). In this Agreement, Costco is referred to as the "Owner".

**WITNESSETH:**

**WHEREAS**, the Village Board conditionally approved a Certified Survey Map (CSM) # \_\_\_\_\_ on \_\_\_\_\_, 2014 for a 17.54 acre parcel. The Owner of the real estate commonly known as Lot 1 of CSM # \_\_\_\_\_, (**Exhibit A**) was recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin as Document No. \_\_\_\_\_, as being a part of the Northeast One-Quarter of U.S. Public Land Survey Section 8, Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin. Lot 1 is further identified as Village Tax Parcel # 92-4-122-081- and known as the "Owner's Property" in this Agreement; and

**WHEREAS**, the Owner's Property is presently zoned B-2, Community Business District, with a Conditional Use Permit granted by the Village Plan Commission on \_\_\_\_\_, 2014, which zoning classification and special use permit allows for subject to certain conditions as noted in the attached Conditional Use Permit; (**Exhibit B**) and

**WHEREAS**, The Owner desires to proceed with the development of the Costco with an address of \_\_\_\_\_, Pleasant Prairie, WI 53158, consisting of a 153,962 square foot warehouse and tire center with a four island, canopied gasoline fueling facility containing 16 pumping positions on a 17.54 acre development site; and

**WHEREAS**, the Owner's anticipated hours of operation for the warehouse are Monday-Friday, 10:00 a.m. to 8:30 p.m., Saturday (:30 a.m. to 6:00 p.m. and Sunday, 10:00 a.m. to 6:00 pm. and the anticipated hours of operation for the gas station are 6:30 a.m. to 10:00 p.m.

**WHEREAS**, the hours for the warehouse and gasoline truck deliveries shall only be between 6:00 a.m. and 10:00 p.m. The gasoline pumps shall not be operated unattended--no 24-hour gas pump services are allowed. Direct driveway



access to the site shall be provided from 76<sup>th</sup> Street, 91<sup>st</sup> and 94<sup>th</sup> Avenues as shown on the site plan travel paths; and

**WHEREAS**, the Village Plan Commission conditionally approved the Preliminary Site and Operational Plans for the Costco on \_\_\_\_\_, 2014; and

**WHEREAS**, the Village Plan Commission conditionally approved the Final Site and Operational Plans for Costco on \_\_\_\_\_, 2014; and

**WHEREAS**, the Village Board of Trustee approved a PUD, Planned Unit Development Zoning Overlay (**Exhibit C**) for Costco on \_\_\_\_\_, 2014; and

**WHEREAS**, Section 410, the Security Ordinance and Section 420-145 E. and F of the Village Conditional Use Permit regulations of the Village Zoning Ordinance provides authority for the Village Plan Commission to require additional provisions such as a Digital Security Imaging System (DSIS) in order to assist in protecting the public's health, safety and welfare as referenced below; and

**WHEREAS**, the implementation and usage of the DSIS will greatly aid law enforcement agencies in subsequent criminal investigations and prosecutions because of the advanced visual assessment of the Property as it may pertain to a person or persons (personal identification), a location (scene identification) and/or a situation (action identification) in emergency situations; and

**WHEREAS**, the implementation and usage of the DSIS will greatly aid Village fire and rescue personnel in responding to emergency situations at the Owner's Property; and

**WHEREAS**, Section 410-7 of the referenced Security Ordinance Chapter of the General Code of the Village provides the authority to the Community Development Department to have the discretion, on a case by case basis, to determine the adequacy, ownership and easement requirements of the DSIS. Further, the Community Development Department has the right to modify certain requirements of Chapter 410 pertaining to the details of the security system, and the Department has agreed to do so, based upon this Agreement being executed between the parties; and

**WHEREAS**, the Owner and the Village Community Development Department have reached an agreement under Section 410-7 that the Owner shall install, inspect and maintain the DSIS per the Village's Security Ordinance requirements, except as modified by this Agreement. Further, the Owner shall grant a **DSIS Access Easement (EXHIBIT D)** to the Village allowing access and maintenance rights to the Costco DSIS system and areas associated with the DSIS insofar as the Village has the right, but not the obligation, to maintain the DSIS system at the Owner's cost, if the Owner fails to do so; and

**WHEREAS**, the Owner recognizes that the Village may incur some inspection or maintenance costs with respect to the inspection or maintenance of the DSIS system on the Owner's Property and said costs shall be provided to the Owner via an itemized invoice. The Owner has agreed to reimburse the Village for certain referenced costs related to the DSIS system monitoring and inspection, provided however, that such costs shall be reasonable and directly attributable to Owner.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Village agree as follows:

1. Video Surveillance and Easement Requirements. As a pre-condition to the Village granting any verbal building occupancy permits required by the Owner for Costco to be occupied, the Owner shall install, make operable and usable to the satisfaction of the Village, the on-site DSIS for security surveillance purposes. The DSIS shall be the system described in **Exhibit E** which was created pursuant to the proposal prepared by \_\_\_\_\_, \_\_\_\_\_ with an address of \_\_\_\_\_, \_\_\_\_\_ and with a telephone number of \_\_\_\_\_, \_\_\_\_\_ for the Owner, with the plans and video surveillance hardware specifications received on \_\_\_\_\_, 2014. The Owner will hire a qualified contractor who shall install the DSIS. During the installation of the DSIS as provided herein, the Village shall have the right to inspect the DSIS at the Owner's expense.

After the installation, and Village inspection and system testing is complete, and if it meets with the approval of the Village, the Village shall notify the Owner of the Village's acceptance of the DSIS. The Owner agrees to sign and deliver to the Village copies of any and all documents (e.g. DSIS installation and warranty information, copies of paid invoices for the work performed, copies of contractor lien waivers and an as-built drawing of the DSIS) that are reasonably requested by the Village to confirm such installation and operation of the DSIS to the Village. The DSIS shall be installed with at least a one (1) year warranty from the manufacturer and installer. The Owner shall be solely responsible for the costs for the purchase and installation and the subsequent ongoing maintenance of the DSIS.

In the event that the Owner alters the building, adds on to the building or otherwise changes or increases the landscaping or development on their Property, such Owner shall be responsible for installing, at the Owner's sole expense, such additional cameras and other exterior DSIS as the Village determines are necessary and appropriate to carry out the purposes of this Agreement. The initial DSIS system installed in accordance with **Exhibit E** and any future additions to such system as exterior building alterations or changes within the development or new or additional development takes place on the Owners' Property, shall all be referred to as the "DSIS" for purposes of this Agreement.

a. Digital Security Imaging, Storage Devices, Related Equipment and Easements Required.

i. The DSIS shall provide for surveillance of all of the exterior building perimeters, building entrance/exit areas, rear and side areas, walkways, picnic areas, parking lots and parking lots entrances within the development. The DSIS as described in **Exhibit E** shall adequately cover the Owner's Property as the Village deems reasonably necessary. If any changes or expansions are made to any portion of the Owner's Property, the determination as to the number and type of cameras which are reasonably necessary for the Village's surveillance needs shall rest within the reasonable discretion of the Village. All parties acknowledge it is the intent of the parties that the DSIS camera equipment will be located on exterior light standards of the Owner's Property and attached via non-penetrating building mounts, as shown on **Exhibit E**. Any DSIS equipment added after any change to the Costco property shall be at the sole discretion of the Village. Costco will utilize its best efforts to ensure that the DSIS is as aesthetically tasteful and architecturally harmonious as reasonably possible. Without limiting the discretion of the Village under this Paragraph, the parties agree that any cameras and systems which are consistent with those contained in **EXHIBIT E** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

ii. The DSIS will function as set forth in **Exhibit E** and as deemed necessary by the Village, which shall function continuously, whether the business is open or closed and shall provide visible surveillance to the above described areas during hours of daylight and darkness. As such, sufficient light, as determined by the Village, shall be provided during the evening or night-time hours to guarantee the function, operation and clear viewing by the infra-red camera system.

iii. The Owner agrees to provide the DSIS in a locked and secured location within the Costco Warehouse on the Owner's Property that will be accessible for inspection and electronically accessed via a separate VPN internet connection with the assistance of the Owner. The Owner agrees that only managerial employees of the Owner, any contractors to the extent necessary for installation, maintenance and repair of the DSIS, and representatives of the Village for inspection, shall have access to the secured location. The Owner shall provide the Village access to the secured location as provided herein upon reasonable verbal or written advance notice from the Village to Owner. Notice given twenty-four (24) or more hours in advance shall conclusively be deemed reasonable and notice given less than twenty-four (24) hours in advance may also be reasonable depending upon the circumstances.

iv. The Owner agrees to be responsible for all financial costs associated with the monthly billings for the utilities, electricity and high speed internet business connection for the DSIS equipment by making payments directly to the utility and communication companies. The Owner shall also be responsible for the heat, electricity and routine maintenance of the secured security area which houses the DSIS equipment.

v. All digital video recorded by such system shall be archived in the secured area for a period of not less than two (2) weeks and shall

be available to the Village Police Department for public safety purposes directly through Internet Protocol (IP) transmission via the Village's area-wide data network and shall also provide a "real time", "live look" surveillance capability via that same network. The Village Police Department shall have log-in capabilities to the DSIS "live-look" system on the Property independent of the Owner's personnel. In addition, Village fire and rescue personnel may also view the digital video and live stream from the DSIS to assist them in responding to any emergency on the Owner's Property. Proper software security keys and logins will be provided to the Village Police and IT Departments to provide immediate access to both "real time" access as well as historical video as required.

vi. The Owner shall grant a permanent Access Easement to the Village allowing access and maintenance rights, if the Owner fails to maintain the DSIS, to all such systems, equipment, devices and areas associated with the DSIS. The Village shall have the right, but not the obligation, to maintain the DSIS system at the financial cost of the Owner. All expenses incurred by the Village for the maintenance of the DSIS shall be paid to the Village by the Owner within thirty (30) days following written demand by the Village. At the time of the execution of this Agreement by the Owner, the Owner shall also execute the recordable Access Easement document attached hereto as **Exhibit D** and incorporated herein by reference.

b. Costs for the Video Surveillance System.

i. The Owner shall have exclusive ownership and sole responsibility for the installation, operation, monitoring and maintenance of the DSIS. The Owner further covenants to operate, update and maintain the DSIS in good condition and repair. The Owner shall be responsible for the: (a) costs of installation, (b) internet connection for the DSIS with a static IP address assigned to the DSIS connection and (c) inspection, equipment maintenance, repairs, insurance, and replacement and upgrading of the DSIS as necessary with such upgrading as needed being only for a reasonably comparable replacement of any equipment then being used in the DSIS.

ii. As referenced above, the Owner has agreed to provide utilities to serve both the DSIS equipment and the secured area housing the DSIS. The Owner, at its sole cost and expense, shall also provide a conduit running to the security cameras as described in **Exhibit E** for low voltage as well as a separate conduit running to the cameras for high voltage. The Owner shall provide a business broadband internet connection to serve the DSIS. This broadband internet connection shall represent a clear, non-pixelated video image transmission to the Village Police Department and shall be reasonably acceptable to the Village IT Department.

c. Termination. The Owner may not terminate the DSIS at any time without prior written approval and notice from the Village. The Owner shall notify the Village Police Department Dispatch Center via the telephone and by U.S. mail to the persons as noted below whenever the DSIS is inoperable or the DSIS is

unusable due to maintenance or testing. Further, if the DSIS is deemed by the Village as being inoperable or unusable for a time period in excess of 30 days without notification to the Village, the Owner shall be deemed to be in violation of Section 410 of the Village Code.

2. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The parties agree that any dispute under this Agreement shall be venued only in the Circuit Court for Kenosha County.

b. Attorneys' Fees and Interest. If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Agreement and the complaining party places the enforcement of all or any part of this Agreement in the hands of an attorney, of if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs incurred thereby, whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall, in addition to all other amounts owed under this Agreement or applicable law, accrue interest from the due date until paid at eighteen percent (18%) per annum.

c. CCTV Video Release Statement. The Village agrees not to release any digital video recorded by the DSIS, nor any portions thereof, to the news media without providing prior notice to one of the Owner contacts listed below, including the date, time, and information regarding the incident which the video pertains to.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Village agrees that neither digital video recorded by the DSIS, nor any portions thereof, will be released to the news media or any third-party, except as a part of the criminal justice system, to employees of the Village, and as otherwise required by applicable law, without prior investigation and proper due diligence conducted by the Village or its employees or contractors. The Owner is not responsible for conducting any investigation involving such digital video or of the matter which constitutes the substance of the criminal investigation. The terms of this paragraph shall apply to all digital video recorded by the DSIS and obtained or used by any employee or agent of the Village.

d. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no

representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

e. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any party or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other party or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

f. Binding Agreement. This Agreement shall be binding on the parties and their successors and assigns and shall continue as a covenant and servitude running in perpetuity with the Owner's Property. This Agreement may be recorded with the Kenosha County Register of Deed's Office against the Owner's Property.

g. Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally by United States registered or certified mail, postage prepaid, or (2) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice). Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Village: Village of Pleasant Prairie  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Attn: Michael R. Pollocoff, Village Administrator

And to the Village: Village of Pleasant Prairie  
Community Development Department  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

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

And to the Village: Village of Pleasant Prairie - Police Department  
8600 Green Bay Road  
Pleasant Prairie, WI 53158  
Attn: David Smetana, Police Chief

h. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties hereto.

i. Ordinance. The DSIS program under this Agreement shall be deemed to be sufficient to meet the current requirements set forth in the Chapter 420-145, Village Zoning Ordinance Conditional Use Permit provisions and Chapter 410, Village Security Ordinance provisions of the Village Municipal Code.

j. Village's Contractors and Work. Any contractor that may come onto any Owner's Property on behalf of the Village shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Village shall carry similar amounts and types of insurance when it enters onto any Owner's Property, provided, such insurance may be provided through the municipal insurance plan of the Village.

k. Liens. Notwithstanding the provisions of this Agreement, the Owner shall pay promptly all persons furnishing labor or materials with respect to any work performed by the Owner or its contractors on or about any Owner's Property. If any mechanic's or other liens shall at any time be filed against any Owner's Property by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, the Owner shall forthwith cause the same to be discharged of record or bonded.

l. Signing of Documents. Each party shall sign and deliver any documents which this Agreement requires such party to sign, no later than ten (10) days following written request by another party.

**IN WITNESS WHEREOF**, COSTCO WHOLESALE CORPORATION has executed this DSIS Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2014.





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

**ATTEST:**

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

STATE OF WISCONSIN    )  
                                  ) SS.  
COUNTY OF KENOSHA    )

This instrument was acknowledged before me in Pleasant Prairie, WI on this \_\_\_\_ day of \_\_\_\_\_, 2014, by John P. Steinbrink and Jane M. Romanowski, as the duly authorized President and Clerk, respectively, of the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument drafted by:  
  
Attorney Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, S.C.  
6301 Green Bay Road  
Kenosha, WI 53142

And  
  
Jean M. Werbie-Harris  
Community Development Director  
Village of Pleasant Prairie  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**EXHIBIT A**  
**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**  
**COPY OF CERTIFIED SURVEY MAP # \_\_\_\_\_**

**[Attached hereto]**

**EXHIBIT B**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF VILLAGE CONDITIONAL USE PERMIT #14-\_\_**

**[Attached hereto]**

**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF THE PLANNED UNIT DEVELOPMENT ORDINANCE #14 - \_\_\_**

**[Attached hereto]**

**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF DSIS ACCESS EASEMENT**

**[Attached hereto]**

**EXHIBIT E**  
**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**  
**COPY OF THE DSIS PLAN**

**[Attached hereto]**

**ACCESS EASEMENT**

**THIS ACCESS EASEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Grantor, COSTCO WHOLESALE CORPORATION, a \_\_\_\_\_ corporation (the "Landowner") and the Grantee, the VILLAGE OF PLEASANT PRAIRIE (the "Easement Holder").

**RECITALS**

A. The Landowner is the owner of certain real estate in the Village of Pleasant Prairie, Kenosha County, Wisconsin, which is legally described in **Exhibit A** and incorporated herein by reference (collectively the "Landowner's Property").

B. The Easement Holder has entered into a Security Agreement with the Landowner for the right but not the obligation for the installation and maintenance of an exterior Digital Security Imaging System ("DSIS") upon Landowner's Property for security surveillance purposes (the "Agreement").

C. In connection with the above-referenced Agreement, the Landowner has agreed to convey to the Easement Holder access and maintenance rights to all such systems, devices and areas associated with the DSIS.

D. The Easement Holder acknowledges and agrees that the Landowner will utilize the Landowner's Property for the development and operation of a membership wholesale warehouse, providing a variety of merchandise products for consumers and businesses, a tire center and a gas station referred to as "Costco" and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

**GRANT OF ACCESS EASEMENT**

In consideration of the facts recited above, the Landowner and Easement Holder agree as follows:

**1. Grant of Easement.** The Landowner hereby grants and conveys to the Easement Holder, its contractors and agents, a perpetual, non-exclusive, rent-free, access and maintenance easement (the "Access Easement") over and through the exterior of the improvements located on that portion of the Landowner's Property required for the installation, maintenance and use of said DSIS, related electrical work and internet access, and if applicable to a secured area generally located as described

Recording Area

Name and Return Address:

Jean M. Werbie-Harris  
Community Development Dept.  
Village of Pleasant Prairie  
Municipal Building  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

Parcel Identification Number:

92-4-122-081-\_\_\_\_

in the DSIS Security Agreement, which location may be relocated by mutual agreement of the parties (the "Easement Property"). All utility lines shall be underground. The Landowner shall supply electricity, heat and internet connection services for the DSIS as provided in the Agreement.

**2. Use of Access Easement.** The purpose of the Access Easement is to provide for the installation, operation and maintenance of a DSIS in accordance with a Security Agreement between the parties and other property owners dated on or about July \_\_, 2014 (the "Agreement"), the terms and conditions of which are hereby incorporated in this Access Easement. Nothing in this Access Easement is intended to prohibit use of the Access Easement area by the Landowner, provided such use does not materially interfere with the use of the Access Easement by the Easement Holder. The Easement Holder agrees that it will not materially interfere with the normal operation and use of the Landowner's Property by the Landowner and its occupants, and that its equipment shall not impair the visibility of the Costco warehouse facility, site, convenience store front or signage.

**3. Improvements.** The Easement Holder shall have the right, but not the obligation, to construct and install reasonable improvements upon the Easement Property in accordance with the terms in the Agreement, to make the Easement Property suitable for the installation of a DSIS with as little damage to the Landowner's Property as possible. Subject to the terms of the Agreement, if the Easement Holder undertakes the installation or maintenance of the DSIS, the Easement Holder agrees to use its best efforts to make the DSIS as aesthetically tasteful and architecturally harmonious as reasonably possible while still allowing the DSIS to cover as much of the Costco site as the Easement Holder deems reasonably necessary.

**4. Maintenance.** The Easement Holder shall have access at all times as it deems necessary for maintaining its DSIS and related equipment on the Easement Property to the extent necessary for the uses described in the Agreement. The Landowner shall pay the Easement Holder a maintenance fee and other fees as described in the Agreement if the Easement Holder undertakes inspections or takes over the responsibilities of the DSIS maintenance, provided however, that such fees shall be reasonable and directly attributable to Landowner. The Easement Holder shall provide to Landowner an itemized invoice.

**5. Damage to Easement Property.** The Easement Holder shall be responsible for any damage that it may cause to the Easement Property. The Easement Holder shall promptly make all needed repairs, promptly after such damage, restoring the Easement Property to its condition prior to the damage. The Landowner shall promptly make any needed repairs to the Landowner's Property and the DSIS equipment that the Landowner may damage.

**6. Obstructions to Use of the Easement Property.** The Easement Holder may not utilize the Easement Property in a way that materially interferes with its use by any other person permitted to use it. The Easement Holder acknowledges and agrees that the Landowner's and its future owners or tenants' use of the Landowner's Property may include if permitted by the Village, outdoor events that may occur on the Landowner's Property, which such uses may be allowed, and shall not be considered



an obstruction or impediment to the Access Easement. Furthermore, the Easement Holder acknowledges and agrees that the Landowner has the right to modify and construct new improvements on the Landowner's Property, albeit with the necessary permits, and if said improvements interfere with use of the Access Easement by the Easement Holder, then the Landowner shall bear all costs and responsibility to relocate the DSIS equipment or modify its use of the Easement Property.

**7. Indemnity/Insurance/Liens.** All costs of installation, operation, and maintenance of the Easement Property and any improvements the Landowner installs thereon will be the responsibility of the Landowner as described in the Agreement, provided however, that such costs shall be reasonable and directly attributable to Landowner. The Easement Holder shall provide to Landowner an itemized invoice.

Any contractor coming onto the Easement Property and/or the Landowner's Property on behalf of the Easement Holder shall carry a non-deductible (a) commercial general liability insurance policy, including (but not limited to) contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (1,000,000) per occurrence combined single limit/ One Million Dollars (\$1,000,000) general aggregate (but not less than \$500,000 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than Three Hundred Thousand Dollars (\$300,000) with respect to personal injury or death and property damage; and (c) worker's compensation insurance policy or similar insurance in form and amounts required by law. The Easement Holder shall carry similar amounts and types of insurance when it enters onto the Easement Property and/or the Landowner's Property, provided, such insurance may be provided through the municipal insurance plan of Easement Holder. In connection with any installation, operation, maintenance or inspection of the Easement Property by the Easement Holder or its agents, employees or contractors, the Easement Holder shall indemnify, defend and hold harmless the Landowner from and against any lien, suit, loss, cost, expense (including reasonable attorneys' fees), personal injury, bodily injury or property damage arising from or relating to such activities of the Easement Holder, its agents, contractors or engineers on the Landowner's Property.

Nothing contained herein shall alter or eliminate any obligations of the Landowner to reimburse the Easement Holder for costs and expenses, as provided in the DSIS.

**8. Enforcement of Agreement.** The Landowner and Easement Holder shall have the right to legally enforce this Access Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

**9. Amendments.** This Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the Landowner and Easement Holder.

**10. Successors.** All of the terms, covenants, conditions, and obligations set forth in this Access Easement and the Agreement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, heirs, successors, transferees, assigns, and all future owners of the Landowner's property this Access Easement and the Agreement shall continue as a servitude running in perpetuity with the Landowner's Property.

**11. CCTV Video Release.** The Village agrees not to release any digital video recorded by the DSIS, nor any portions thereof, to the news media without providing prior notice to one of the Owner contacts listed below, including the date, time, and information regarding the incident which the video pertains to.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Easement Holder agrees that neither digital video recorded by the DSIS, nor any portions thereof, will be released to the news media or any third-party, except as a part of the criminal justice system, to employees of the Easement Holder, and as otherwise required by applicable law, without prior investigation and proper due diligence conducted by the Easement Holder or its employees or contractors. The Landowner is not responsible for conducting any investigation involving such digital video or of the matter which constitutes the substance of the criminal investigation. The terms of this paragraph shall apply to all digital video recorded by the DSIS and obtained or used by any employee or agent of the Easement Holder.

**12. Severability.** If any provision or specific application of this Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Access Easement shall remain valid and binding.

**13. Governing Law.** This Access Easement shall be governed by and construed under the laws of the State of Wisconsin. The parties agree that any dispute hereunder shall be venued only in the Circuit Court for Kenosha County.

**14. Attorneys' Fees and Interest.** If either party defaults in the performance or observation of any of the terms, conditions, covenants or obligations contained in this Access Easement and the complaining party places the enforcement of all or any part of this Access Easement in the hands of an attorney, or if that party incurs any fees or out-of-pocket costs in any litigation, negotiation or transaction, the party that substantially prevails in any such dispute shall be reimbursed for its actual attorneys' fees and costs whether or not litigation is actually commenced. Any sums not paid when due, including without limitation any maintenance fee, shall accrue interest from the due date until paid at eighteen percent (18%) per annum.

**IN WITNESS WHEREOF,** COSTCO WHOLESALE CORPORATION has executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

*[Signatures on next pages].*

**COSTCO WHOLESALE CORPORATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me in \_\_\_\_\_, on this \_\_\_  
day of \_\_\_\_\_, 2014, by \_\_\_\_\_, (name) as the duly authorized  
\_\_\_\_\_ (title) of COSTCO WHOLESALE WAREHOUSE.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

*[More signatures to follow]*

**VILLAGE OF PLEASANT PRAIRIE,  
WISCONSIN**

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

**ATTEST:**

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

STATE OF WISCONSIN )  
  ) SS.  
COUNTY OF KENOSHA )

This instrument was acknowledged before me in Pleasant Prairie, WI on this \_\_\_\_ day of \_\_\_\_\_, 2014, by John P. Steinbrink and Jane M. Romanowski, as the duly authorized President and Clerk, respectively, of the VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, a Wisconsin municipal corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument drafted by:

Atty. Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, S.C.  
6301 Green Bay Road  
Kenosha, WI 53142

And

Jean M. Werbie-Harris  
Community Development Director  
Village of Pleasant Prairie  
9915 - 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158

**EXHIBIT A**

**Legal Description of Landowner's Property**

LOT 1 OF CERTIFIED SURVEY MAP #\_\_\_\_\_ RECORDED AS DOCUMENT #\_\_\_\_\_ AT THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE AND FURTHER IDENTIFIED AS PART OF THE NORTHEAST ONE-QUARTER OF U.S. PUBLIC LAND SURVEY SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WI. THE SITE CONTAINS APPROXIMATELY 17.54 ACRES MORE OR LESS.

Consider the request of MPF Builders LLC to **amend the Access Restriction for Lot 162 in Village Green Heights Addition #1.**

**Recommendation:**

On July 28, 2014 the Plan Commission recommended that the Village Board to approve the amendment of the access restriction for Lot 162 in Village Green Heights Addition #1 as presented.

**VILLAGE STAFF REPORT OF AUGUST 4, 2014**

Consider the request of MPF Builders LLC to **amend the Access Restriction for Lot 162 in Village Green Heights Addition #1.**

*The petitioner is requesting to amend the Access Restriction for Lot 162 in Village Green Heights Addition #1 to allow for a home to be located on the property with direct access to Cooper Road. Pursuant to the Access Restriction on the Final Plat, the driveway for this lot shall not be located on Cooper Road.*

After review by the Village Engineers and due to the slope of the property, the access restriction is proposed to be amended to allow for the driveway to be located within the southern 45.67 of the lot as shown on the attached Release of Access Restriction. (the driveway will meet the 100 foot setback to the adjacent intersection.)

Plan Commission recommends that the Village Board to approve the modified access restriction provided said Restriction is recorded at the Kenosha County Register of Deeds Office prior to issuance of the building and zoning permit for the new home and a recorded copy is provided to the Village within 30 days of approval.

Document Number

Release of Access Restriction  
Document Title

RE: Release of South 45.67 feet of a platted Access Restriction on Lot 162 in Village Green Heights Addition #1, located in the Village of Pleasant Prairie, Wisconsin.

The undersigned, The Village of Pleasant Prairie does hereby release all rights and interest in which the Village may have in the South 45.67 feet of the Access Restriction as shown on the record plat of Village Green Heights Addition #1 - Final Plat, recorded on August 8, 2006, as Document No. 1490748 in the Office of the Register of Deeds for Kenosha County, located in the NW 1/4 of SW1/4, NE1/4 of SW1/4, SE1/4 of SW1/4, NW1/4 of SE1/4 of Section 23, Town 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Wisconsin, as referenced in Exhibit "A" attached hereto, and incorporated herein.

It is the intent to terminate and release the South 45.67 feet of the Access Restriction as referenced above and attached hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

Village of Pleasant Prairie  
By:

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

ATTEST:  
By:

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

STATE OF WISCONSIN S.S.  
COUNTY OF KENOSHA

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014 the above named John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk to me known to be the persons who executed the foregoing instrument on behalf of the Village of Pleasant Prairie and acknowledge to be the same.

\_\_\_\_\_  
(signature) COMMISSION EXPIRES \_\_\_\_\_  
NOTARY PUBLIC  
KENOSHA COUNTY  
\_\_\_\_\_  
(print name) STATE OF WISCONSIN

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010 This instrument drafted by:

Jeffrey K. Rampart, S-2141 8121 22nd Ave.

SHEET 1 OF 2

Kenosha, WI 53143

Recording Area

Name and Return Address

Jeffrey K. Rampart  
JKR Surveying, Inc.  
8121 22nd Avenue  
Kenosha, WI 53143

92-4-122-233-0662

Parcel Identification Number (PIN)



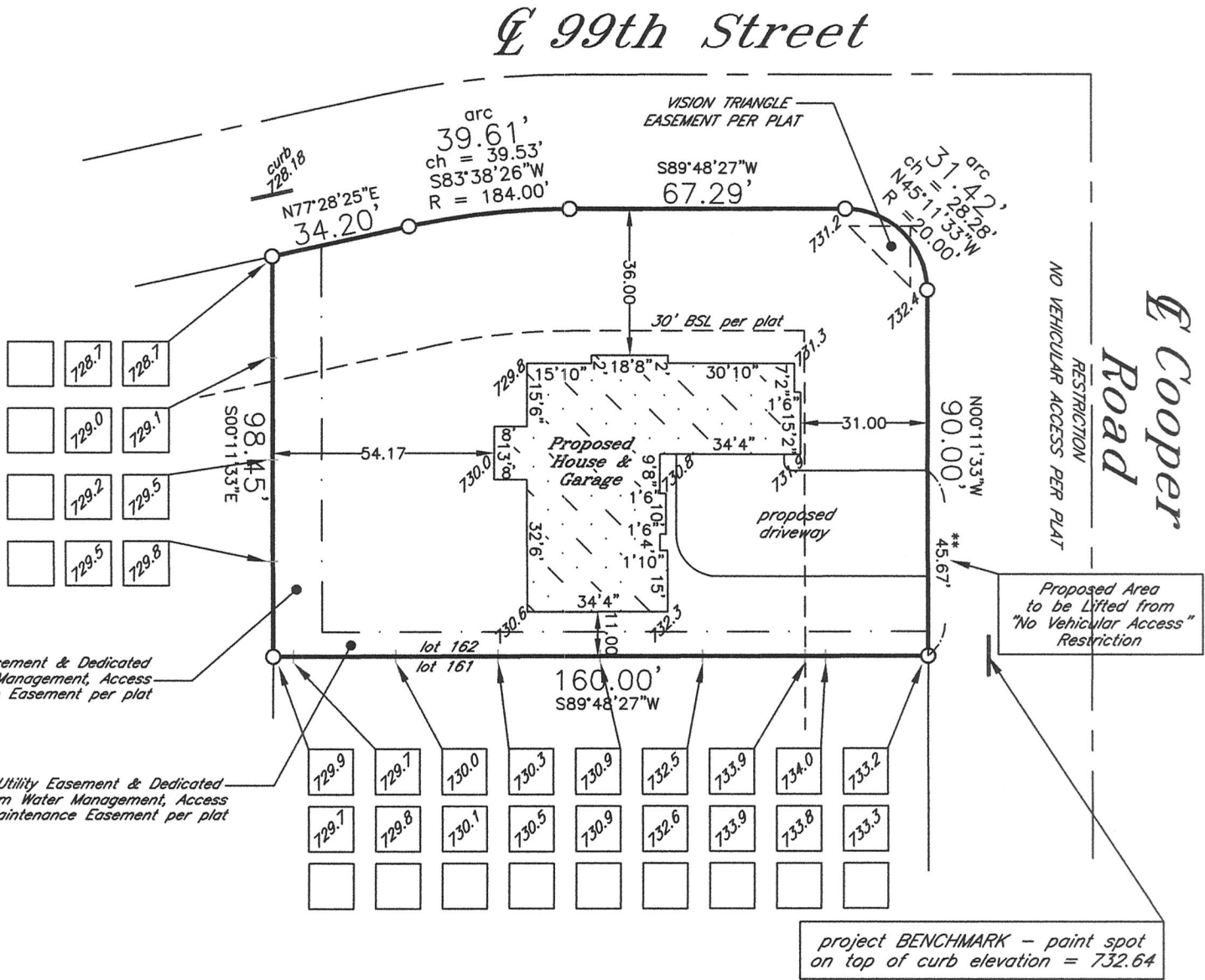


Scale  
1" = 40'

# EXHIBIT "A"

Lot 162 Village Green Heights Addition #1 –  
Final Plat being part of NW1/4 of SW1/4,  
NE1/4 of SW1/4, SE1/4 of SW1/4 and NW1/4  
of SE1/4 Section 23, Town 1 North, Range 22  
East of the Fourth Principal Meridian.

tax key no.: 92-4-122-233-0662



Plat of Survey of

LOT 162 IN

VILLAGE GREEN HEIGHTS ADDITION 1

in SW1/4 Section 23-1-22

VILLAGE OF PLEASANT PRAIRIE  
KENOSHA COUNTY, WIS.

-for-

MPF Builders LLC

(lot area = 17,195 S.F.)

- prepared by -

J.K.R. Surveying, Inc.

8121 22nd Avenue Kenosha, WI 53143

ph 262-652-8110 fax 262-652-9695

Dated: July 23, 2014

Consider **Resolution #14-24 for a Floodplain Boundary Adjustment** for the proposed Park and Ride facility in Prairie Springs Park. The Floodplain Boundary Adjustment proposes to remove 130,900 cubic feet of floodplain and to create 134,630 cubic feet of floodplain to compensate for the floodplain being filled.

**Recommendation:**

On July 28, 2014 the Plan Commission held a public hearing and recommended that the Village Board approve the Floodplain Boundary Adjustment as presented.

## VILLAGE STAFF REPORT OF AUGUST 4, 2014

Consider **Resolution #14-24** for a **Floodplain Boundary Adjustment** for the proposed Park and Ride facility in Prairie Springs Park. The Floodplain Boundary Adjustment proposes to remove 130,900 cubic feet of floodplain and to create 134,630 cubic feet of floodplain to compensate for the floodplain being filled.

*The petitioner is requesting approval of a floodplain boundary adjustment to remove 130,900 cubic feet cubic feet of floodplain and to create 134,630 cubic feet of floodplain to compensate for the floodplain being filled related to the Park and Ride facility in Prairie Springs Park.*

Specifically, the Village is constructing two (2) new crossings over Unnamed Tributary 5 to Des Plaines River (UT-5) and a park and ride lot south of Terwall Terrace in Prairie Springs Park. The affected reach of stream is bounded at the downstream (south) end by STH 165 and at the upstream (north) end by the Canadian Pacific Railway. The Existing and Proposed Conditions are shown on Maps 1 and 2, respectively.

The regulatory floodplain elevation of 676.1 pursuant to the FEMA FIRM Maps with an effective date of June 19, 2012 within the project reach it is created by backwater from the Des Plaines River which is downstream of 104<sup>th</sup> Street. The proposed project will add 4,848 cubic yards (130,900 cubic feet) of fill in the floodplain for the proposed bridge approaches and parking lot. As required by the Village of Pleasant Prairie Floodplain Ordinance, 4,986 cubic yards (134,630 cubic feet) of compensatory storage have been created, as shown on Map 2. This is a net increase of 138 cubic yards in floodplain storage volume over the existing condition floodplain storage.

According to the Village's Floodplain Ordinance the Village shall not permit amendments to the floodplain boundary that are inconsistent with the purposes of Section 420-131 of the Village Zoning Ordinance, or in conflict with the applicable rules of the Wisconsin Department of Natural Resources (WI DNR) or the Federal Emergency Management Agency (FEMA). Section 420-131 of the Village Zoning Ordinance indicates that amendments to the 100-year floodplain shall comply with the following Village requirements:

- The floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance or in conflict with the applicable rules of the WI DNR and FEMA.
- Amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units, and any other property owners affected by the flood stage increase.
- Petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation.
- Any area removed from the floodplain shall be contiguous to land lying outside the floodplain.
- Whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream.

- Removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain. As shown on Map 2, the red hatched area will not be removed from the 100 year floodplain since it is not being filled higher than two (2) feet above the floodplain elevation.

On July 11, 2014, the Village received an email from Nathan Zoch with the WI DNR that stated:

“Under the DOT/WI DNR cooperative agreement it is not required to receive Department approval for floodplain impacts caused by this project. In the agreement procedures for addressing concerns associated with NR 116 are identified. DOT is required to notify the effected property owners that the bridge project will be increasing the floodplain elevations.

Due to a change in the base flood elevation, the Village must submit a LOMR application to FEMA within six months of project completion. The analysis conducted should be provided to the Village for use in the Letter of Map Revision (LOMR).

Following FEMA’s approval, the Village will need to adopt the new analysis into their Floodplain Zoning Ordinance. A certified copy of the approved amendment must be submitted to the Department for final administrative review and approval.

I reviewed the hydraulic analysis of Unnamed Tributary No. 5 to Des Plaines River for the Village of Pleasant Prairie Park & Ride lot project submitted on 4/24/14. The analysis submitted meets the requirements of NR 116 under the DOT/WI DNR cooperative agreement.”

Village staff is recommending that the requirement to obtain a Conditional Letter of Map Revision based on fill (CLOMR-F) be waived for this project; however, a Letter of Map Revision based on fill (LOMR-F) after construction is completed will be required.

Permits and credits related to the wetland filling have been obtained for the work that is being done associated with this project.

Plan Commission recommends that the Village Board approve Resolution #14-24 as presented.

**VILLAGE BOARD RESOLUTION #14-24  
VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION AND COMMUNITY CONCURRENCE  
TO AMEND THE 100-YEAR FLOODPLAIN BOUNDARY**

**WHEREAS**, Mike Spence, P.E. Village Engineer, with the Village of Pleasant Prairie, agent on behalf of the property owner, the Village of Pleasant Prairie, located at 10101 Terwall Terrace within Prairie Springs Park is requesting approval of a Floodplain Boundary Adjustment for the proposed ladder track project on said property; and

**WHEREAS**, the Floodplain Boundary Adjustment proposes to remove 130,900 cubic feet cubic feet of floodplain and to create 134,630 cubic feet of floodplain to compensate for the floodplain being filled related to the Park and Ride facility in Prairie Springs Park as delineated and shown on Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 20, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin and further identified as Tax Parcel Number 92-4-122-204-0201 as shown on **Exhibit 1**; and

**WHEREAS**, the Village is constructing two (2) new crossings over Unnamed Tributary 5 to Des Plaines River (UT-5) and a park and ride lot south of Terwall Terrace in Prairie Springs Park. The affected reach of stream is bounded at the downstream (south) end by STH 165 and at the upstream (north) end by the Canadian Pacific Railway. The Existing and Proposed Conditions are shown on Maps 1 and 2, respectively; and

**WHEREAS**, the Village shall not permit amendments to the floodplain boundary that are inconsistent with the purposes of Section 420-131 of the Village Zoning Ordinance, or in conflict with the applicable rules of the Wisconsin Department of Natural Resources (DNR) and Federal Emergency Management Agency (FEMA); and

**WHEREAS**, the floodplain boundary adjustment shall be consistent with Section 420-131 of the Village Zoning Ordinance or in conflict with the applicable rules of the WI DNR and FEMA; and

**WHEREAS**, amendments to the floodplain boundaries shall not be permitted where the change will increase the regional flood stage elevation unless the applicant has made appropriate legal arrangements with the Village, any other affected governmental units, and any other property owners affected by the flood stage increase; and

**WHEREAS**, petitions for the floodplain amendment shall provide adjusted water surface profiles and adjusted floodplain limits to reflect the increased flood elevation; and

**WHEREAS**, any area removed from the floodplain shall be contiguous to land lying outside the floodplain; and

**WHEREAS**, whenever any volume of flood storage capacity is removed from the floodplain, as defined by the ground surface and the regional flood elevation, an equal volume of flood storage capacity shall be created within the existing or newly created floodplain boundary, in the vicinity of the removal, to compensate for the lost flood storage capacity. Excavation below the ordinary high-water mark shall not be considered as providing any equal volume of storage capacity for compensation purposes. Any such area of compensating flood storage capacity shall drain freely to the receiving stream.

**WHEREAS**, removal of land from the floodplain shall not be permitted unless the land has been filled to an elevation at least two (2) feet above the elevation of the floodplain. As shown on Map 2 on Exhibit 1, the red hatched area will not be removed from the 100 year floodplain since it is not being filled higher than two (2) feet above the floodplain elevation.

**WHEREAS**, a public hearing was held by the Village Plan Commission of the Village of Pleasant Prairie, Kenosha County, Wisconsin, at the Village Municipal Building, 9915 39th Avenue on the 28<sup>th</sup> day of July 2014, at 6:00 P.M. of said day, for the purpose of determining the application of the floodplain boundary map amendment; and

**WHEREAS**, the Pleasant Prairie Village Board has been provided with sufficient evidence that the petition for a floodplain boundary map adjustment and amendment is consistent with the requirements of the Village Zoning Ordinance.

**NOW, THEREFORE**, the Village Board does hereby resolve to amend the 100-year recurrence interval floodplain boundary as delineated and shown on the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for the Village of Pleasant Prairie (Effective Date of June 19, 2012) for a part of U.S. Public Land Survey Section 20, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, subject to compliance with the terms and conditions hereinafter stated:

1. All required permits from the WI DNR have been obtained.
2. Upon completion of the floodplain boundary adjustment an as-built survey and calculations shall be submitted to verify the compliance with design plans. The as-built survey and calculations shall be reviewed by the Village and the WI DNR prior to being submitted to FEMA for review. Upon review of the documents by the Village, the petitioner shall submit and receive a final LOMR-F from FEMA.
3. Upon completion of the work, an as-built grading plan and supporting documentation certified and stamped by a Wisconsin registered and licensed professional engineer shall be submitted to the Village to verify compliance with design plans. The as-built grading plan and calculations shall be reviewed by the Village prior to being submitted to FEMA for review and obtaining the required LOMR-F. A paper and pdf copy is required to be submitted
4. Once a LOMR-F is issued and the final as-built grading plans and supporting documentation is approved by the WI DNR and the Village, **the petitioner shall submit an application to amend the Village Comprehensive Land Use Map and the Village Zoning Map and Text.** A Certificate of Compliance shall not be issued by the Village until the Comprehensive Land Use Plan Amendment, the Zoning Text Amendment and Zoning Map Amendment are approved by the Village.

**RESOLUTION by action of the Village Board of the Village of Pleasant Prairie adopted this 4<sup>th</sup> day of August 2014.**

Attest:

---

John P. Steinbrink  
Village President

---

Jane M. Romanowski  
Village Clerk

## Floodplain Boundary Adjustment for Park and Ride Lot and Driveway

The Village of Pleasant Prairie proposes to construct two new crossings over Unnamed Tributary 5 to Des Plaines River (UT-5) and a park and ride lot south of Terwall Terrace. The stream is also identified as Lower Pleasant Prairie Ditch. The affected reach of stream is bounded at the downstream (south) end by STH 165 (104<sup>th</sup> Street) and at the upstream (north) end by the Canadian Pacific Railway. The Existing and Proposed Conditions are shown on Maps 1 and 2, respectively.

The regulatory floodplain elevation of 676.1 in the project reach is created by backwater from the Des Plaines River which is downstream of 104<sup>th</sup> Street. The proposed project will add 4848 cubic yards (130,900 cubic feet) of fill in the floodplain for the proposed bridge approaches and parking lot. As required by the Village of Pleasant Prairie Floodplain Ordinance, 4986 cubic yards (134,630 cubic feet) of compensatory storage have been created, as shown on Map 2. This is a net increase of 138 cubic yards in floodplain storage volume over the existing condition floodplain storage.

The project is anticipated to be completed by Fall 2014.



Regulatory Floodplain Elevation = 676.10 NGVD

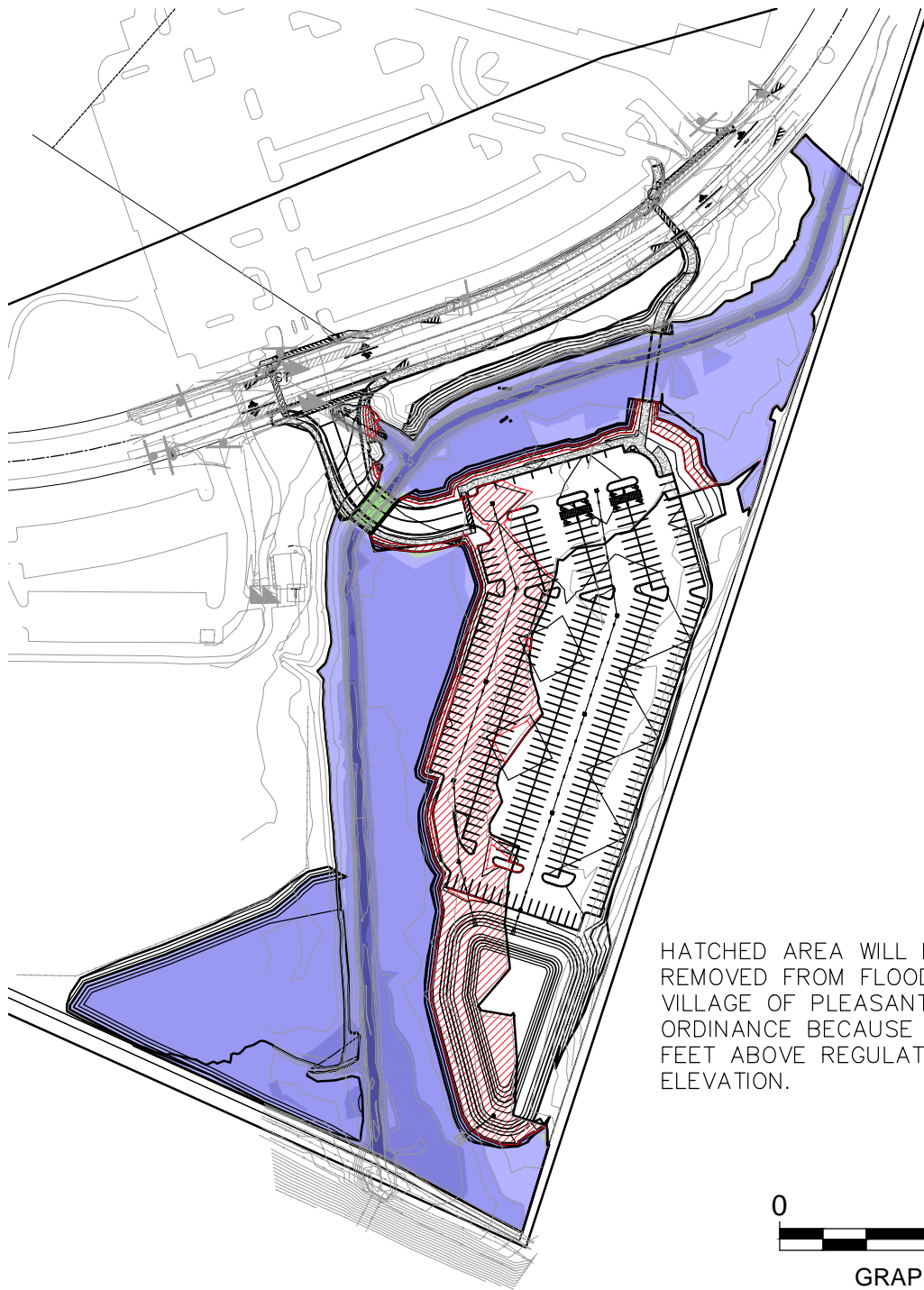
# R.A. Smith National

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-8466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

## MAP 1 EXISTING CONDITIONS Floodplain Storage





HATCHED AREA WILL NOT BE REMOVED FROM FLOODPLAIN PER VILLAGE OF PLEASANT PRAIRIE ORDINANCE BECAUSE NOT FILLED 2 FEET ABOVE REGULATORY FLOOD ELEVATION.



Floodplain Fill = 4,848 Cu. Yd.  
Floodplain Excavation = 4,986 Cu. Yd.  
Net increase in floodplain volume = 138 Cu. Yd.

Regulatory Floodplain Elevation = 676.10 NGVD

# R.A. Smith National

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-8466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

## MAP 2 PROPOSED CONDITIONS Floodplain Storage



rev. 8/05

Filed 7/7 2014 Published 7/14 2014  
Public Hearing 7/28 2014 7/21 2014  
Fee Paid N/A 20 Approved        20  
Notices Mailed 7/14 20 Denied:        20

**VILLAGE OF PLEASANT PRAIRIE, WISCONSIN  
COMMUNITY DEVELOPMENT DEPARTMENT  
FLOODPLAIN BOUNDARY ADJUSTMENT**

**TO THE PLEASANT PRAIRIE VILLAGE PLAN COMMISSION AND BOARD OF TRUSTEES:** The undersigned hereby applies for a permit to do the work herein described, and as shown on the required engineered drawings and analysis and hereby agrees that all work will be done in accordance with all the laws of the State of Wisconsin and all of the Village of Pleasant Prairie Ordinance.

Subdivision/Development Name: I Park & Ride Lot Lot        Block        PR-3, C-1  
Property location: 10101 Terwall Terrace Zoning District(s):        C-2+  
FPO  
Abutting Body of Water/River/Stream: Unnamed Trib 5 Des Plaines River Floodplain  
Section 20 Township 1 North Range: 22 East  
Tax Parcel Number(s): 92-4-122-204-0201

**Project Specifications:** This information shall also be provided with or shown on the required site plans.

Reason and purpose for the Floodplain Adjustment: Floodplain boundary revised due to proposed floodplain fill for park & ride lot and access roads, and excavation for compensatory storage.

Total volume proposed to be removed from the 100 year floodplain: 130,900 cu. ft.

Total volume proposed to be added to the 100 year floodplain: 134,630 cu. ft.

Type of fill materials (soil types) proposed to be used: Native silty sandy clay

Mitigation measures or restoration methods to be used: Standard erosion control methods will be used and are provided on the Erosion Control Plans filed with the Village.

Time Schedule for filling: August - September 2014

Each applicant applying for a floodplain adjustment permit is charged with the knowledge of the requirements of the Village Zoning Ordinance. Copies of the Ordinance or portions thereof are available for sale or inspection upon request. Any statement made, site plan submitted, any project improperly constructed, any assurance given or permit erroneously issued contrary to this Ordinance is null and void and may be subject to prosecution.

Section 420-131 of the Village Zoning Ordinance entitled "FPO, FLOODPLAIN OVERLAY DISTRICT" shall be complied with. In particular, Section 420-131t of the Village Zoning Ordinance entitled "REMOVAL OF LANDS FROM FLOODPLAIN/AMENDMENTS" outlines the general requirements to amend the floodplain boundary. Please be advised that compliance with the provisions of these regulations shall not be grounds for removing lands from the floodplain, unless they are removed by filling to a height of at least two feet above the regional flood elevation, the fill is contiguous to land lying outside the floodplain, the official floodplain map is amended, and FEMA revises the Flood Insurance Rate Map or issues a Letter of Map Amendment or Revision.

I (We), have provided the non-refundable filing fee and 12 copies of the required plans and engineering data necessary to amend the floodplain boundary and one (1) copy reduced onto a 8 1/2" x 11".

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

PROPERTY OWNER: CIVIL OF PLEASANT PRAIRIE OWNER'S AGENT:

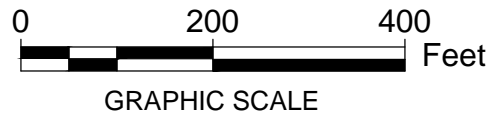
Name: <u>Michael R. Spence</u> (Please Print) <u>village Engineer</u>	Name: _____ (Please Print)
Signature: <u>[Signature]</u>	Signature: _____
Address: <u>9915 39th Ave</u> <u>Pleasant Prairie WI 53158</u> (City) (State) (Zip)	Address: _____ (City) (State) (Zip)
Phone: <u>262-948-8951</u>	Phone: _____
Fax: _____	Fax: _____
Date: <u>7/10/14</u>	Date: _____

## Floodplain Boundary Adjustment for Park and Ride Lot and Driveway

The Village of Pleasant Prairie proposes to construct two new crossings over Unnamed Tributary 5 to Des Plaines River (UT-5) and a park and ride lot south of Terwall Terrace. The stream is also identified as Lower Pleasant Prairie Ditch. The affected reach of stream is bounded at the downstream (south) end by STH 165 (104<sup>th</sup> Street) and at the upstream (north) end by the Canadian Pacific Railway. The Existing and Proposed Conditions are shown on Maps 1 and 2, respectively.

The regulatory floodplain elevation of 676.1 in the project reach is created by backwater from the Des Plaines River which is downstream of 104<sup>th</sup> Street. The proposed project will add 4848 cubic yards (130,900 cubic feet) of fill in the floodplain for the proposed bridge approaches and parking lot. As required by the Village of Pleasant Prairie Floodplain Ordinance, 4986 cubic yards (134,630 cubic feet) of compensatory storage have been created, as shown on Map 2. This is a net increase of 138 cubic yards in floodplain storage volume over the existing condition floodplain storage.

The project is anticipated to be completed by Fall 2014.



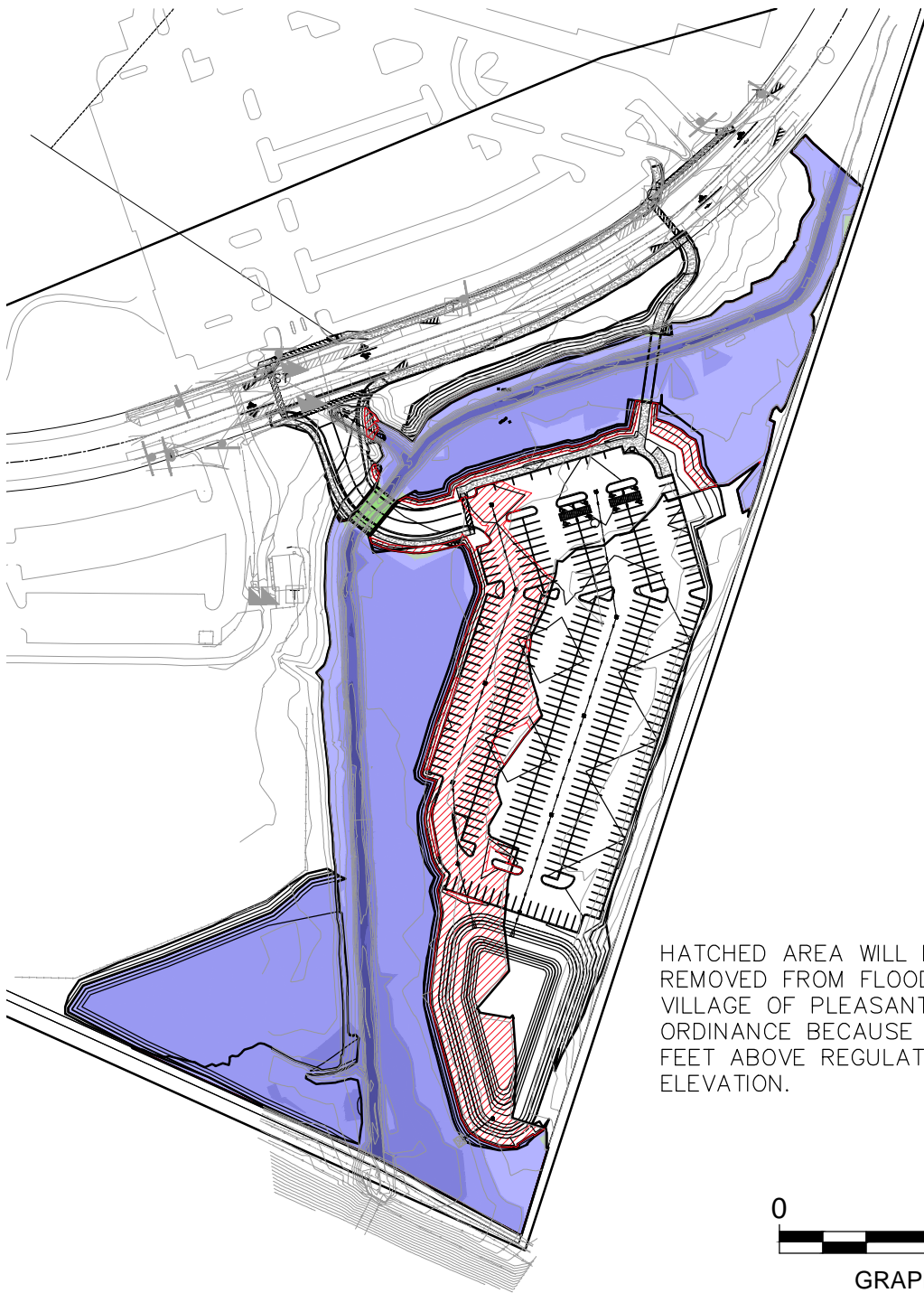
Regulatory Floodplain Elevation = 676.10 NGVD

# R.A. Smith National

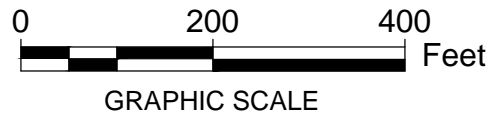
*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-8466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

## MAP 1 EXISTING CONDITIONS Floodplain Storage



HATCHED AREA WILL NOT BE REMOVED FROM FLOODPLAIN PER VILLAGE OF PLEASANT PRAIRIE ORDINANCE BECAUSE NOT FILLED 2 FEET ABOVE REGULATORY FLOOD ELEVATION.



Floodplain Fill = 4,848 Cu. Yd.  
Floodplain Excavation = 4,986 Cu. Yd.  
Net increase in floodplain volume = 138 Cu. Yd.

Regulatory Floodplain Elevation = 676.10 NGVD

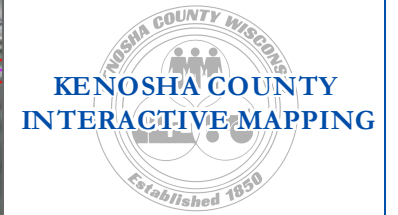
# R.A. Smith National

*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-8466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

## MAP 2 PROPOSED CONDITIONS Floodplain Storage

# General Location Map



### Legend

- Street Centerlines
- Right-of-Ways
- Water Features
- Parcels



1 inch = 824 feet

**DISCLAIMER** 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 Kenosha County.

Date Printed: 7/14/2014

**ORDINANCE NO. 14-24**

**ORDINANCE TO AMEND CHAPTER 250-3  
OF THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO FIREARM AND WEAPON REGULATIONS**

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 250-3 A. (6) of the Municipal Code is created to read as follows:

§ 250-3. Discharge of firearms restricted.

A. No person shall fire or discharge any firearm, air rifle, spring gun or air gun (commonly referred to as "BB guns," "dart guns," "pellet guns" or "paintball guns") of any description or fire or discharge any instrument, bow and arrow, crossbow, slingshot or other weapon or device capable of discharging a single projectile, including an arrow, except this section shall not apply to the following:

- (1) Any authorized officer of the law in the performance of his duties.
- (2) At a shooting range, shotgun trap or skeet-shooting field, archery range, shooting gallery or public or private sportsman's range or club if allowed by the underlying zoning district.
- (3) Gun salutes as a special function at a parade, program or funeral.
- (4) The discharge of blank cartridges in a firearm suitable for their safe use when utilized as a starting signal device at athletic events or as a prop in any stage performance.
- (5) Hunting.
  - (a) The discharge of a shotgun or use of a bow and arrow for hunting wild animals and birds under licenses issued pursuant to Ch. 29, Wis. Stats., including the hunting of deer during the State of Wisconsin gun and bow and arrow deer seasons.
  - (b) Anyone engaged in the discharge of a shotgun or use of bow and arrow for hunting wild animals and birds under this section shall comply with all state statutes and rules promulgated by the Department of Natural Resources pertaining to game, including but not limited to the following:



- [1] State-designated hunting seasons, times, and zones.
- [2] State limits on the number of game obtained per season.
- [3] Safety measures.
- [4] Acquisition of necessary permits and licenses.
- [5] Penalties and fines for violations and noncompliance.

(6) Shooting or discharging a Bow and Arrow or Crossbow.

- (a) It shall be unlawful for a person to hunt with a bow and arrow or crossbow within a distance of one hundred (100) yards from a building located on another person's land. This restriction shall not apply if the person who owns the land on which the building is located allows the hunter to hunt with a bow and arrow or crossbow within the specified distance of the building. A building is defined as a permanent structure used for human occupancy and includes a manufactured home, as defined in Sec. 101.91(2) Wis. Stats.
- (b) A person who hunts with a bow and arrow or crossbow shall discharge the arrow or bolt from the weapon toward the ground.

B. Transporting weapons. No person shall possess, use or transport, while on the lands of another, within the Village, any firearm, air gun or other weapon or device capable of discharging a missile, unless the express permission of the owner or occupant of such land has been first obtained.

C. Hunting and trapping prohibited. Hunting and/or trapping on all Village-owned property is prohibited.

Passed and adopted this 4th day of August, 2014.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

\_\_\_\_\_  
Jane M. Romanowski, Clerk

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

## ORDINANCE NO. 14-25

### ORDINANCE TO AMEND CHAPTER 250-1 OF THE MUNICIPAL CODE OF THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN RELATING TO PEACE AND GOOD ORDER

**BE IT ORDAINED AND ESTABLISHED** by the Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin that Section 250-1 of the Municipal Code is amended to read as follows:

§ 250-1. Offenses against state law subject to forfeiture.

The following statutes defining offenses against the peace and good order of the state are adopted by reference to define offenses against the peace and good order of the Village, provided that the penalty for commission of such offenses hereunder shall be limited to a forfeiture imposed under Chapter 1, § 1-4, of this Code:

110.075(7)	Producing/using inspection sticker fraudulently
134.06	Motor vehicle sales/bonus to chauffeur prohibited
173.10	Animals; investigation of cruelty complaints
175.25	Storage of junked automobiles
254.76	Causing fires by tobacco smoking
218.0146	Used cars/prohibited acts
218.0147	Motor vehicles/sale to minor
285.30(6)	Pollution by motor vehicle/failure to repair
346.935	Intoxicants in motor vehicle
939.05	Parties of crime
939.22	Words and phrases defined
940.19(1)	Battery; aggravated battery
941.10	Negligent handling of burning materials
941.12(2) and (3)	Interfering with fire fighting
941.13	False alarms
941.20(1)	Reckless use of weapon
941.23	Carrying concealed weapon
941.235	Carrying firearm in public building
941.24	Possession of switchblade knife
943.01(1)	Criminal damage to property (less than \$1,000)
943.07	Criminal damage to railroads
943.11	Entry into locked vehicle
943.125	Entry into locked coin box
943.13	Trespass to land
943.14	Criminal trespass to dwellings
943.20	Theft (less than \$1,000)
943.21	Fraud on hotel or restaurant keeper (less than \$1,000)
943.24	Issue of worthless checks (less than \$1,000)
943.50	Shoplifting

943.61	Theft of library material (less than \$1,000)
944.15	Fornication
944.20	Lewd and lascivious behavior
944.23	Making lewd, obscene or indecent drawings
944.30	Prostitution
944.31	Patronizing prostitutes
944.33	Pandering
945.01	Definitions relating to gambling
945.02	Gambling
945.04	Permitting premises to be used for commercial gambling
946.40	Refusing to aid officer
946.41	Resisting or obstructing officer
946.42	Escape
946.44	Assisting or permitting escape
946.70	Impersonating peace officer
946.72	Tampering with public records and notices
947.01	Disorderly conduct
947.012	Unlawful use of telephone
<b>947.0125</b>	<b>Unlawful use of computerized communication systems</b>
947.013	Harassment
947.06	Unlawful assemblies
948.60	Possession of a dangerous weapon by a person under 18
951.01 to 951.15	Crimes against animals
961.14(4)(t) to 961.41	Possession of marijuana; prohibited acts; penalties
961.573	Possession of drug paraphernalia (added)
961.574	Manufacture or delivery of drug paraphernalia (added)
961.575	Delivery of drug paraphernalia to a minor (added)
961.576	Advertisement of drug paraphernalia (added)
961.577	Municipal ordinances (added)

Passed and adopted this 4th day of August, 2014.

VILLAGE OF PLEASANT PRAIRIE

---

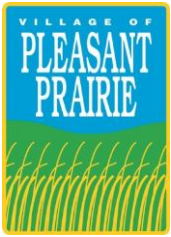
John P. Steinbrink, President

Attest:

---

Jane M. Romanowski, Clerk

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



## Village Board Memorandum

To: President Steinbrink and Members of the Board

From: Sandro Perez

Subject: Ordinance revision to Chapter 370  
Building and Mechanical Code

Date: July 30, 2014

Attached is an Ordinance wherein I am proposing several amendments to Chapter 370 for your consideration. The primary reason for the changes is maintenance. Most of the referenced code sections are not accurate due to new code updates. Also the permit fees reflected are not consistent with our handouts at the counter. I revised the "Residential Electrical Service Updates" requirement and "Commercial Low Voltage Permit Application" and there are many updates to reference the Building Inspection Department as the department administering and enforcing this Chapter.

If the amendments are approved, I will forward a copy of the new ordinance, forms and fee listing to the IT Department so they can update the information on the Village's website so it corresponds with our handouts. Please consider my request for approval as I am looking to provide accurate and consistent information for our residents, contractors, architects, engineers, etc.

Thank you,

Sandro Perez



**ORDINANCE #14-26**

**ORDINANCE TO AMEND CHAPTER 370  
THE MUNICIPAL CODE OF THE  
VILLAGE OF PLEASANT PRAIRIE,  
KENOSHA COUNTY, WISCONSIN  
RELATING TO THE BUILDING AND MECHANICAL CODE**

**BE IT ORDAINED AND ESTABLISHED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 370 of the Municipal Code is amended as follows:

Chapter 370: BUILDING AND MECHANICAL CODE

§ 370-1 Authority.

These regulations are adopted under the authority granted by §§ 62.17, 66.0103, 66.0413, 66.0435, 66.1019, 101.12, 101.65, 101.76 and 101.86, Wis. Stats., and annotations, as may be amended from time to time.

§ 370-2 Purpose.

The purpose of this chapter is to promote the general health, safety and welfare and to maintain the required local uniformity with the administrative and technical requirements of this chapter and to set forth regulations designed to safeguard life and property by regulating and providing for the plan review and inspection of all buildings and structures for compliance with the provisions of this chapter.

§ 370-3 Title.

This chapter, as amended from time to time, shall be known, referred to and cited as the "Village of Pleasant Prairie Building and Mechanical Code" or as "Chapter 370 of the Code of the Village of Pleasant Prairie."

§ 370-4 Scope.

This chapter pertains to the construction, addition, enlargement, alteration, modification, improvement, conversion, repair, maintenance, demolition, relocation, or change of use of all new or existing residential, commercial, agricultural, recreational or related accessory buildings and structures within the Village of Pleasant Prairie (the "Village"). In addition, this chapter pertains to any structural changes; changes to mechanical systems, including plumbing, electrical and heating, air conditioning and ventilation; and the restoration or repair of an installation to its previous code-compliant condition as determined by the inspector.

§ 370-5 Terminology.

For the purpose of this chapter, words used in the present tense include the future, the singular number includes the plural number, and the plural number includes the singular number. The word "shall" is mandatory and "may" is permissive; however, the phrases "shall not" and "may not" are synonymous. Words of a particular gender include all genders. Words shall be construed according to any applicable definition set forth in either the Wisconsin State Statutes, Wisconsin Administrative Code or other Village ordinance or, in lieu thereof, shall be construed according to accepted building, land use, scientific, or architectural definition or, in lieu thereof, according to their customary dictionary definition.

§ 370-6 Administration.

- A. ~~Community Development Department~~Building Inspection Department. The ~~Community Development Building Inspection~~ Department was created by the Village Board of Trustees for the purpose of administering and enforcing all ~~planning, zoning, and inspections for~~ building-related functions required by the Wisconsin State Statutes and Village ordinances enacted by the Village Board under the direction of the ~~Community Development Director~~Building Inspection Superintendent.
- B. ~~Community Development Director~~Building Inspection Superintendent.
- (1) The ~~Community Development Director~~Building Inspection Superintendent or his designees shall administer and enforce the provisions of this chapter and all other relevant state and local laws, rules and regulations.
  - (2) The ~~Community Development Director~~Building Inspection Superintendent or his designees may, at all reasonable hours, enter upon any public or private premises for inspection purposes and may require the production of the permit for any building, plumbing, electrical or heating work, or any other permits which may be required. No person shall interfere with or refuse to permit said access to any such premises.
  - (3) The ~~Community Development Director~~Building Inspection Superintendent or his designees shall perform all administrative tasks required by Village or state laws, rules and regulations regarding public health, safety and welfare pertaining to this chapter, including but not limited to the following:
    - (a) To administer and enforce the provisions of this chapter, and in particular the state regulations as referenced in § 370-7 of this chapter;
    - (b) To maintain records of all permits issued, inspections made, work approved and other official actions taken;

- (c) To investigate all complaints made and violations found relating to the location, removal, construction or reconstruction of all structures or portions thereof;
- (d) To assist the Village Attorney in the prosecution of violations of this chapter;
- (e) To be permitted access to the properties and structures during reasonable hours to make those inspections as deemed necessary by him or his designees to ensure compliance with this chapter; if, however, he or his designees are refused entry after presentation of identification, he or his designees may procure a special inspection warrant in accordance with the Wisconsin Statutes; and
- (f) To prohibit the construction of any structures or modifications to any structures until the proper permits have been first applied for and issued by the Village.

C. Inspectors.

- (1) The ~~Community Development Director~~Building Inspection Superintendent may fill such vacant positions of inspectors as funded by the Village Board and approved for filling by the Village Administrator.
- (2) Under the direction of the ~~Community Development Director~~Building Inspection Superintendent, the Village shall employ or contract with State of Wisconsin certified inspectors for the inspection and implementation of this chapter. Nothing in this chapter, however, shall preclude the Village from hiring or training persons to become fully certified for the building inspector positions. Inspectors shall have the authority to complete inspections for the following areas in which they are certified:
  - (a) Single-family and two-family residential inspectors shall be certified by the State of Wisconsin as:
    - [1] Certified Uniform Dwelling Code - construction inspector.
    - [2] Certified Uniform Dwelling Code - electrical inspector.
    - [3] Certified Uniform Dwelling Code - HVAC inspector.
    - [4] Certified Uniform Dwelling Code - plumbing inspector.
    - [5] Certified soil erosion inspector.
  - (b) Commercial inspectors shall be certified by the State of Wisconsin as:
    - [1] Commercial building inspector, which includes commercial HVAC.
    - [2] Commercial electrical inspector.
    - [3] ~~Certified-Commercial~~ plumbing inspector.
    - [4] Certified soil erosion inspector.
  - (c) The above-noted State of Wisconsin certified inspectors shall hereinafter be referred to as "inspector(s)."



§ 370-7 Adoption of codes.

The following codes are hereby adopted and incorporated into this chapter by reference:

- A. The code titled "Flammable, Combustible and Hazardous Liquids," Ch. SPS 310, Wis. Adm. Code, and all amendments thereto.
- B. In accordance with § SPS 316.015, Wis. Adm. Code, the Wisconsin Electrical Code, Ch. SPS 316, Wis. Adm. Code, and all amendments thereto.
- C. In accordance with § SPS 320.06, Wis. Adm. Code, the Wisconsin Uniform Dwelling Code, Chs. SPS 320 to 325, Wis. Adm. Code, and all amendments thereto.
- D. The code titled "Smoke Detectors and Carbon Monoxide Detectors," Ch. SPS 328, Wis. Adm. Code, and all amendments thereto.
- E. In accordance with § 101.12, Wis. Stats., the Wisconsin Heating, Ventilating and Air Conditioning Code, Ch. SPS 364, Wis. Adm. Code, and all amendments thereto.
- F. The code titled "Existing Buildings Code," Ch. SPS 366, Wis. Adm. Code, and all amendments thereto.
- G. The code titled "Commercial Building Code," Chs. SPS 361 to 366, Wis. Adm. Code, and all amendments thereto.
- H. The code titled "Historic Building Code," Chs. SPS 375 to 379, Wis. Adm. Code, and all amendments thereto.
- ~~I. The code titled "Existing Buildings," Chs. SPS 366, Wis. Adm. Code, and all amendments thereto.~~
- ~~J-I.~~ In accordance with § 145.13, Wis. Stats., the Wisconsin Plumbing Code, Chs. SPS 381 to 387, Wis. Adm. Code, and all amendments thereto.
- ~~K-J.~~ The NFPA 54 titled "National Fuel Gas Code" and all amendments thereto.
- ~~L-K.~~ The code titled "Private On-Site Wastewater Treatment Systems," Ch. SPS 383, is hereby adopted and regulated on behalf of the Village by Kenosha County.

§ 370-8 Licenses required for electrical work.

- A. State electrical license required.
  - (1) All electrical contractors intending to do work in the Village shall be licensed by the State prior to commencing said work. An electrical contractor licensed by the State shall complete all electrical wiring or electrical work done in the Village, including but not limited to one- and two-family dwellings, outbuildings, rental buildings, and buildings used for commercial purposes, except as provided below.
    - (a) Upon successful permit application, including a plan demonstrating substantial code knowledge and understanding, and after a certificate of compliance or occupancy has been issued for a

single-family dwelling, the owner-occupant may perform electrical operations with the following exclusions:

- [1] New electrical services and service upgrades;
- [2] Swimming pools, pond electric, spas or hot tubs;
- [3] Wiring over 120 volts; or
- [4] Any rental property.

- (b) If the inspector deems that the owner-occupant is incapable of installing the wiring per this chapter, then the inspector may elect not to issue a permit or to condemn the installation and require the homeowner to hire a licensed electrical contractor.

§ 370-9 Compliance required.

No person shall perform any work except in full compliance with the requirements of this chapter, and in full compliance with the terms and conditions of any required permit, and in full compliance with the requirements of any applicable approvals, decisions, orders, judgments or other requirements made, issued or imposed pursuant to or in the enforcement of this chapter, and in full compliance with the requirements of any other applicable Village, county, state or federal statute, ordinance, code, regulation, permit, approval, decision, order or judgment relating to land use, land division, environmental protection or development control.

§ 370-10 Certified municipality for examination of commercial building plans and inspections.

- A. Authority. On March 27, 2000, the Wisconsin ~~Department of Commerce~~ Department of Safety and Professional Services granted the authority and certified the Village of Pleasant Prairie as a certified municipality to examine commercial building plans and perform inspections.
- B. Inspector. An inspector as referenced in this section shall be authorized by the Village to enforce the adopted codes and shall be properly certified by the Wisconsin ~~Division of Safety and Building~~ Department of Safety and Professional Services as a commercial building inspector.
- C. Certified municipality plan examination jurisdiction. The inspector shall have the authority to review plans, specifications and calculations for all the types of commercial and public buildings and structures, except state-owned buildings and structures, proposed to be constructed within the Village, if the plans are for:
  - (1) A new building or structure containing less than 50,000 cubic feet of total volume;
  - (2) An addition to a building or structure where the area of the addition results in the entire building or structure containing less than 50,000 cubic feet of total volume; or

(3) An alteration to an existing building or structure that is less than 100,000 cubic feet of total volume.

D. Certified municipality plan examination waiver. The Village may waive its jurisdiction for the plan review of a specific project, in which case the required plans shall be submitted to the ~~Department of Commerce~~Department of Safety and Professional Services for review and approval prior to issuance of local permits.

§ 370-11 Permit application procedure.

A. Preconditions to issuance of permit. No permit application shall be deemed complete and no permit shall be issued until all of the applicable preconditions set out below have first been satisfied. No permit issued in error shall be valid or effective until all such preconditions have been satisfied.

- (1) A complete application, signed by the owner and licensed contractor, if applicable, together with all required information and documentation related to the proposed project to demonstrate compliance with this chapter has been filed with the Village ~~Community Development Building~~Inspection Department;
- (2) All fees imposed by or pursuant to § 370-27 of this chapter have been paid to the Village;
- (3) All unpaid overdue forfeitures resulting from violations of any Village ordinance or code owed by the applicant or the owner of the property for which the ~~electrical~~ work is proposed have first been paid pursuant to §66.0115, Wis. Stats., unless the imposition of such unpaid forfeiture(s) is being appealed;
- (4) With respect to any work proposed for any lot or parcel created in violation of Chapter 395, Land Division and Development Control, of the Village Code, all such violations have first been cured, in accordance with § 395-14B of that chapter;
- (5) All outstanding building or zoning violations on the property on which the work is proposed, regarding which the Village has issued a written notice of violation, have first been cured, unless the notice of violation is being appealed; and
- (6) The use of the property on which the work is proposed is in conformance with the provisions of Chapter 420, Zoning Ordinance, of the Village Code.

B. Binding nature of application.

- (1) It shall be the duty of the owner to duly authorize the filing of any permit application and any information submitted with or in connection with any such application. Every permit shall be conditioned upon the accuracy of all such information.

- (2) Any permit approved or issued on the basis of materially inaccurate information may be suspended by the inspector or revoked or voided by the inspector.
- C. Acceptance of permit before commencement of work. It shall be the duty of the contractor and/or owner to review and accept the terms and conditions of any permit at least 30 days after said permit has been approved by the Village and before commencement of said work pursuant to such permit. Commencement of said work pursuant to a permit automatically constitutes acceptance of the permit and waives any right to appeal or challenge the permit decision, the permit or any condition thereof. Any permit not accepted prior to commencement of said work may be suspended or revoked or voided by the inspector.
- D. Duration of rights pursuant to permit.
- (1) Every permit shall automatically expire 60 days from the date of issuance of the permit if the proposed work has not commenced.
- (2) Every permit shall automatically expire one year from the date of issuance of the permit except as provided below:
- (a) Permits for the construction of a new single-family or two-family dwelling shall automatically expire two years from the date of issuance of said permit.
- (b) Permits for the construction of a new commercial building shall automatically expire two years from the date of issuance of said permit.
- ~~(c) Electrical permits shall automatically expire 120 days after the date of issuance of said permit.~~
- ~~(dc)~~ If said permit(s) is a part of a larger project, such as a new residential or commercial structure, then said permit(s) shall expire at the same time that said building permit expires.
- ~~(ed)~~ Permits for temporary work shall automatically expire 60 days after the date of issuance of said permit.
- (3) After such permit expires, or after the permit is revoked or voided, or while it is suspended, no work requiring such a permit shall be commenced, continued or resumed until after a new permit is issued or until after the original permit has been reinstated. A suspension of the permit tolls the remainder of such permit period.
- (4) It shall not be necessary for the ~~Inspection Department~~Building Inspection Department to serve any notice declaring said permit null and void.
- (5) A valid permit may be extended in writing by the inspector for up to 60 additional days upon a showing of good cause by the applicant and the payment of any permit extension fee imposed by or pursuant to § 370-27 of this chapter, provided that the applicant's rights under the permit have not expired or been revoked or voided. New regulations that have become effective after the approval of the initial permit shall be applied to any application for an extension, and an extension shall not be granted unless

the original application is amended to conform to such new or amended regulations.

- E. Assignment. A permit shall not be assigned to a new contractor unless the new contractor receives written consent of the inspector, provided that the rights pursuant to the permit have not expired or been revoked or voided and that the assignee or successor accepts the permit and timely satisfies all conditions of the permit.
- F. Permit application required.
- (1) A complete written application shall be filed with the Village of Pleasant Prairie on a form supplied by the Village. Without limitation, such application form shall require the following minimum information:
    - (a) The name, address and telephone number of the owner of the property;
    - (b) The name, address, telephone number and ~~fax number~~ email of the applicant (the person who is authorized to act for the owner in connection with the application);
    - (c) The name, address, telephone number and ~~fax number~~ email of the contractor;
    - (d) Contractor's license (if applicable);
    - (e) The street address of the property (if available);
    - (f) The tax ~~key~~ parcel number(s) of the property;
    - (g) The zoning classification of the property;
    - (h) The proposed use of the structure as it relates to the application; and
    - (i) The estimated value of the proposed work to be completed in the permit application.
  - (2) The completed permit application shall include or attach to it the following documents and information; provided, however, that the inspector is authorized to waive in writing, on the application or in a separate written document, the submission of any information which is readily available to the Village or which the inspector believes is not required to process the application:
    - (a) A fully completed written application form as provided by the Village. Said application shall be signed by the owner and the licensed contractor, if applicable.
    - (b) Two sets of complete detailed plans and specifications to ensure compliance with this chapter, except if a certified municipality plan examination pursuant to § 370-10 of this chapter is requested, then four sets of complete building plans and specifications, which at a minimum shall include

the information as specified in § ~~COMM-SPS~~ 50.12(3) and (4), Wis. Stats. In addition, the applicant shall provide calculations showing the total volume of the building.

- (c) Two sets of state-approved plans for commercial buildings wherein an applicant is not requesting or meeting the requirements for a certified municipality plan examination pursuant to § 370-10 of this chapter.
- (d) A copy of the Kenosha County sanitary permit, if an on-site sanitary sewer system is proposed.
- (e) ~~For electrical permits, a scaled site plan showing the location of any overhead or underground electrical work proposed in relation to any existing or proposed building or structure, property line, public highway or public street right-of-way line, sidewalk, driveway, private roadway, parking lot and any existing overhead or underground wires, pipes, conduits or similar structures. Commercial Electrical Permits for new construction and level 2 or higher alterations will require two complete sets of electrical plans including emergency egress lighting plan and an outlet location letter for any new service or service upgrade.~~
- (f) For a plumbing permit to install a multipurpose piping system (single- and two-family residential sprinkler system) the following shall be provided:
  - [1] A certificate indicating that the contractor has completed a State of Wisconsin training program for the installation of said system; and
  - [2] A drawing indicating the layout and material proposed to be used.
- (g) If applicable, the required application fee pursuant to § 370-27 of this chapter.
- (h) Any other information required by this chapter or requested by the inspector to process the application.

G. Incomplete application. The inspector is authorized to hold for completion or deny, in his or her discretion, any incomplete permit application. With respect to any such application held for completion, the inspector shall promptly notify the contractor or owner in writing by first class mail or by ~~facsimile email~~ what information is needed to complete the application and what if any preconditions must be satisfied pursuant to Subsection A of this section. Any application not completed within 30 days after the filing of the application shall be denied.

H. Application approval/denial.

- (1) Upon the Village's receipt of a complete permit application, the inspector shall approve or deny said application within 10 business days. The inspector shall have authority to impose any conditions reasonably based

upon the requirements of this chapter. The inspector shall promptly notify the applicant of the approval, or, in the event that the application is denied, the owner and the contractor shall be notified in writing by first class mail or by ~~fax transmittal~~ email. In the event of denial, the notice shall state the reasons for the denial.

- (2) The inspector shall have the authority to impose any conditions reasonably based upon the requirements of this section. Additional conditions to be imposed on any permit shall be the following:
  - (a) That the owner has duly authorized the contractor to file the application and all related information and that all information contained in or submitted in connection with the application is true and accurate;
  - (b) That the contractor has a valid state certification ~~or Village license (if applicable);~~
  - (c) That the permit and all terms and conditions thereof must be reviewed and accepted by the contractor prior to commencement of the proposed work and that such commencement constitutes acceptance;
  - (d) That the applicant shall request the required inspections a minimum of 48 hours in advance and shall request a final occupancy inspection a minimum of 72 hours in advance,
  - (e) That the work shall be completed only in full compliance with the conditions of approval and the required adopted Department of Commerce Department of Safety and Professional Services (COMM)(SPS) codes or other federal, state, county or local ordinances or regulations and must be in accordance with the approved plans, specifications and other information submitted with the application; and
  - (f) That commencement of said work constitutes a waiver of any right to appeal the decision or permit of the inspector or any part thereof to the Village Zoning Board of Appeals or to otherwise challenge such decision or permit.
- (3) If a permit is not issued within 30 days after the date on which notice of approval of said permit was made to the applicant, the application approval shall automatically be terminated. No permit shall be issued on the basis of a terminated permit application approval. The applicant may reapply at any time thereafter without prejudice.
- (4) All non-code-complying and other conditions stated in the conditional approval notice shall be corrected or met before or during construction and before occupancy or issuance of a

certificate of compliance of the building or a structure.

(5) If the inspector determines that the plans and specifications submitted do not substantially conform to the provisions of adopted ~~Department of Commerce~~Department of Safety and Professional Services (COMM)(SPS) codes or other federal, state, county or local ordinances or regulations, the inspector shall deny plan approval in the following manner:

- (a) The plans shall be stamped "Not Approved," signed and dated by the inspector.
- (b) One set of the not-approved plans and specifications shall be retained by the Village and the other sets shall be returned to the applicant with the notice of "not approved."
- (c) A notice of the not-approved plans shall be provided in writing to the applicant and the owner stating the reasons for the denial.

I. Permit issuance. Following a conditional approval of the permit application, the inspector or his designee shall promptly notify the applicant of the conditional approval of the application and the procedure for issuance of the permit. A permit shall be issued only upon payment of any permit fees provided in § 370-27 of this chapter.

J. Revisions to approved plans.

- (1) All revisions and modifications, which involve provisions of this chapter, made to the approved plans or specifications shall be submitted to the Village for review.
- (2) Any revisions and modifications to the plans shall be approved in writing by the Village prior to the work involved in the revision or modification being commenced.

K. Liability. A conditional approval of a plan by the Village shall not be construed as an assumption of any responsibility on the part of the Village or the inspector for the design or construction of the building.

§ 370-12 Inspections.

A. All inspections, for the purpose of administration and enforcement of the adopted ~~Department of Commerce~~Department of Safety and Professional Services (COMM)(SPS) chapters, shall be performed by an inspector.

B. Inspections shall be conducted by an inspector to ascertain whether or not the work conforms to the conditionally approved plans, the notice of conditional approval and the adopted ~~Department of Commerce~~Department of Safety and



Professional Services (COMM)(SPS) chapters.

- C. The inspectors periodically shall make thorough examinations of all the work pursuant to this chapter.
- D. A written record of each inspection shall be prepared and kept by the Village. The record shall include, at a minimum, the date of the inspection, the type of inspection, the name of the inspector, the result of the inspection, and all items of noncompliance noted during the inspection and any other relevant information.
- E. A copy of each inspection record shall be made available to the owner and applicant; the original inspection record shall be permanently maintained by the Village.
- F. When any work is found to be in a dangerous or unsafe condition, the inspector shall notify the person, firm or corporation owning, using, operating or installing the same to place it in a safe condition. If noncompliance items are not corrected, written orders to correct shall be issued in accordance with Village ordinances. Any person, firm or corporation failing or refusing to make the necessary repairs or changes shall constitute a violation punishable in accordance with Chapter 1, § 1-4, of the Village Code.
- G. Inspection types. The following inspections, if applicable to the permit issued, shall be required:

(1) Erosion Control Inspection prior to any land disturbance on commercial buildings performed by Engineering Department.

~~(42)~~ Staking inspection is required for all accessory structures or additions to principal structures prior to work commencing.

~~(23)~~ Footing forms inspection is required prior to any concrete being poured.

~~(34)~~ Foundation wall inspection is required prior to the backfilling of the foundation. For all new residential principal structures a plat of survey that certifies the top of foundation shall be submitted for review and approval prior to the foundation being backfilled.

~~(45)~~ Basement drain tile inspection is required prior to backfilling and prior to basement floor being poured.

~~(56)~~ Electric service inspection is required prior to WEPCo-WE Energies making the connection.

~~(67)~~ Rough plumbing inspection is required prior to any plumbing work being concealed from view.

- (~~78~~) Rough electrical inspection is required prior to any electrical work being concealed from view.
- (~~89~~) Rough HVAC inspection is required prior to any HVAC work being concealed from view.
- (~~910~~) Rough carpentry inspection is required after all other rough inspections are completed and prior to any insulation being installed.
- (~~4011~~) Insulation inspection is required prior to applying any finish materials.
- (~~44~~)~~12~~ Inspection is required prior to obtaining sewer, water and storm sewer permit for all new one- and two-family homes.
- (~~4213~~) Sewer, water and storm sewer lateral inspection is required ~~after inspection to obtain said permit is approved.prior to backfill.~~
- (~~4314~~) Piping from the building drain to the on-site septic tank shall be inspected by the inspector and the rest of the system shall be inspected by the Kenosha County Sanitarian and written verification shall be submitted to the Village.
- (~~15~~) Low Voltage wiring inspection.
- (~~16~~) Fire Alarm System wiring inspection
- (~~4417~~) Any other inspections may be required to ensure compliance with this chapter and the permit conditions.
- (~~45~~)~~18~~ Final inspection is required after all work associated with the permit is completed and prior to occupancy of the building.
- 19. Signs (self-illuminated)

§ 370-13 Certificate of occupancy or compliance.

- A. Upon completion and prior to occupancy of any new principal structure or addition thereto and prior to occupancy of a new use within an existing structure, a written certificate of occupancy or compliance shall be issued by the Village.
- B. The inspector may verbally authorize occupancy if all life and safety issues are satisfied. Said verbal authorization shall be valid for 30 days, or such other specified time frame, as determined by the inspector, and all outstanding issues shall be satisfied prior to the inspector issuing a written certificate of occupancy or certificate of compliance, except as provided in Subsection D below. The inspector shall make a written record of such verbal approval and place it in the

applicant's file. Failure to comply with this provision shall result in violations and penalties as set forth in § 370-26.

- C. Commercial projects shall require approval from other Village departments prior to issuance of a verbal or a written certificate of occupancy or compliance.
- D. All new one- and two-family projects shall require the satisfaction of all outstanding issues within one year from the issuance of verbal occupancy. Failure to comply with this provision shall result in violations and penalties as set forth in § 370-26.

§ 370-14 Suspension, revocation or voiding of permit.

- A. In the event that the inspector, prior to the completion of permitted work pursuant to a valid permit, finds that the work is not in accordance with the terms and conditions of such permit or the requirements of this chapter, or that the information on the basis of which the permit was approved or issued was untrue or inaccurate in material respects, the inspector may suspend such permit, notify the owner and the contractor in writing by first class mail or by ~~facsimile email~~ of the reasons for the suspension and issue a written stop-work order until the problem or defect is cured. In the event that the owner or the contractor refuses or fails to cure the problem or defect within the prescribed time following such notice of suspension, and after conferring with the owner or the contractor regarding such refusal or failure, the inspector may revoke the permit and notify the applicant in writing by first class mail or by ~~facsimile email~~ of the reasons for the revocation and any related violations.
- B. In the event that the inspector determines, after the completion of work done pursuant to any such permit, that the work was not in accordance with the terms and conditions of such permit or the requirements of this chapter, or that the information on the basis of which the permit was approved or issued was inaccurate in material respects, the inspector shall issue and cause to be served a notice of violation. If such violations are not cured to the reasonable satisfaction of the inspector within the prescribed time following service of such notice of violation, the inspector may, in addition to all other remedies, void the permit and promptly notify the owner and the contractor and user of the property in writing by first class mail or by ~~fax-email~~ of the reasons for voiding the permit.
- C. Any work pursuant to a permit which has been revoked or voided is illegal and a violation of this chapter. If the permit has been revoked, a new complete application and permit fee shall be submitted to the Village to complete the work as if the project was starting anew.

§ 370-15 Permit not required.

- A. The following shall not require a permit:

- (1) Siding or re-siding of a single-family or two-family dwelling.
  - (2) Finishing of existing interior surfaces, such as the installation of cabinetry.
- B. The following electrical apparatus and/or equipment manufacture or repair shall not require an electrical permit:
- (1) Any person manufacturing or repairing electrical apparatus and equipment and employing a competent electrician shall not be required to have a permit for his testing equipment.
  - (2) The completion of minor repair work, such as repairing drop cords ~~and flush and~~, snap switches, replacing fuses or changing lamp sockets.
  - (3) The installation of portable devices, such as grinders, drills, washing machines, vacuum cleaners, radios, electric refrigerators, and similar devices, not permanently wired but intended to be connected to the circuit by a flexible cord and plug. ~~However, proper approved wiring is to be installed, together with approved receptacle and plug.~~
  - (4) The installation, alteration or repair of electrical generation, transmission or distribution equipment which is owned and operated by an electrical utility company or the Village.
  - (5) The installation, alteration or repair of signal or communication equipment where such equipment is owned and operated by a public utility company or the Village.
- C. It is recognized that it is not practical to list all of the work not requiring a permit, and therefore it is intended that the above list be only illustrative. Any individual aggrieved by a failure to list a particular type of work not requiring a permit in this section shall have the right to file a written petition explaining the proposed work with the inspector for a determination as to if the work proposed to be performed requires a permit to be issued.

§ 370-16 Permit required.
---------------------------

No person shall alter, directly or indirectly, or cause the construction, addition, enlargement, alteration, modification, improvement, conversion, repair, demolition, relocation, or change of use of new or existing residential, commercial, agricultural, recreational or related accessory buildings and structures within the Village without first obtaining a building permit for such work from the Village, except as specified in § 370-15 of this chapter. In addition, any structural changes, changes to mechanical systems, including plumbing, electrical and heating, air conditioning and ventilation, and the restoration or repair of an installation to its previous code-compliant condition as

determined by the inspector shall require a permit to assure full compliance with this chapter.

§ 370-17 Municipal work.

Any work proposed for any property, building or structure owned by the Village shall be required to follow this chapter, except that no application or permit fees shall be required for said permit.

§ 370-18 Cash deposit.

- A. New single-family or two-family structures. Prior to return of the grading and erosion control cash deposit pursuant to Chapter 381, § 381-9E of the Village Code and in addition to satisfying the requirements of § 381-9E, all conditions of the related building permit shall be complied with and a final certificate of occupancy or compliance shall be issued.
- B. Other grading activities. Prior to return of the street sweeping payment pursuant to Chapter 381, § 381-9F of the Village Code and in addition to satisfying the requirements of § 381-9F, all conditions of the related building permit shall be complied with and a final certificate of occupancy or compliance shall be issued.

§ 370-19 Additional requirements.

In addition to the regulations and requirements adopted in § 370-7 of this chapter, the following shall be required to promote the purpose and scope of this chapter:

- A. Drain tile. Complete drain tile systems shall be required for all new structures. Partial drain tile systems shall be required for all additions to existing buildings where the footings of the addition are at the same elevation as, or lower than, the lowest footing level of the existing building.
- B. Authority to discontinue electrical system. The electrical inspector may order the cutting off of all electrical current from any electrical system which is found to be in an unsafe condition and order the cutting off of electrical current in cases of emergency and where such electrical currents are dangerous to life or property or may interfere with the work of the Village's Fire & Rescue Department. No person shall reconnect any equipment that is cut off until the electrical inspector gives permission.
- C. Residential Electrical Service system update. When any part of an electrical system is updated or altered in any structure the following minimum requirements shall be met. Any alterations to the electrical service shall conform to the following requirements:

- ~~(1) Any and all knob and tube wiring shall be removed and replaced with current wiring methods.~~
- ~~(2) A separate twenty-ampere circuit shall be installed for laundry appliances.~~
- ~~(3) A separate fifteen-ampere circuit shall be installed for the furnace.~~
- ~~(4) Ground-fault circuit interruption shall be installed in unfinished basements.~~
- ~~(5) All receptacles within six feet of sinks and in bathrooms and bathing areas shall be ground-fault protected.~~
- ~~(6) In each bathroom/toilet room there shall be one ground-fault-protected receptacle located adjacent to the lavatory.~~
- ~~(7) Individual branch circuits shall be installed to operate fixed-motor-operating appliances.~~
- ~~(8) Garage door openers shall be provided with a receptacle within two feet of the motor.~~
- ~~(9) Central air conditioners shall be wired to the current edition of the National Electric Code.~~
- ~~(10) Adequate convenience receptacles shall be provided as needed to prevent the use of extension cords.~~
- ~~(11) Lighting outlets and fixtures shall be provided at stairs, exits and other areas of potential hazard.~~
- ~~(12) Any unsafe or noncompliant wiring shall be removed and replaced with current wiring methods.~~

- (1) All work shall be installed per current adopted NEC, SPS316 and We-Energies metering manual.
- (2) All Dwelling units shall be metered separately.
- (3) Any exposed knob and tube wiring shall be replaced.
- (4) Receptacles in unfinished basements, crawlspaces, garages, outdoors and within six feet of sink shall be ground fault protected.
- (5) Individual branch circuit shall be installed for fixed motor operated appliances.
- (6) Individual branch circuit required for furnace.
- (7) Individual branch circuit required for laundry appliances.
- (8) Two ground fault protected small appliance circuits shall be provided with a minimum four foot separation or separate counter tops.
- (9) Each bathroom/toilet shall have a ground fault protected receptacle located adjacent to the lavatory.

- (10) Garage door openers shall have a ground fault protected receptacle within two feet of the motor.
  - (11) Outdoor ground fault protected receptacles required in front and rear of dwelling.
  - (12) Illumination shall be provided in stairways and exits.
  - (13) Every habitable room shall have a lighting outlet controlled by a switch located at the entrance.
  - (14) Any unsafe or noncompliant installations shall be replaced with code complying methods.
- D. Temporary electrical work. An application for a permit for temporary work shall specify the period of time, not to exceed 60 days, in which such wiring is to remain in service. Electrical service shall be cut off at the end of this period and shall not again be connected without permission from the inspector.<sup>[1]</sup>
- E. Energy conservation. In lieu of submitting the required thermal performance calculations for additions or alterations to a single-family or two-family dwelling, said dwelling shall meet the following minimum insulation and energy requirements:
- (1) R-3.5 for the full foundation wall area;
  - (2) R-11 for the exterior walls adjacent to outside or unconditioned air;
  - (3) R-25 in cathedral ceilings;
  - (4) R-25 in floors over unconditioned space;
  - (5) R-30 in floors over outside air;
  - (6) R-38 in conventional ceilings; and
  - (7) U value of 0.51 or less for all glazing.
- F. Exhaust fan venting. All exhaust fans shall be oriented in the direction of discharge, and no unnecessary turns or bends shall be installed from said fan to the point of discharge unless specified below:
- (1) A minimum 50 cubic feet per minute shall be demonstrated.
  - (2) Full compliance with the manufacturer's specifications shall be demonstrated.
- G. Field drain tile. In the event that field drain tile is encountered during the excavation of a new principal or accessory structure, the field drain tile shall be rerouted and reconstructed with rigid pipe identical in inside diameter to the existing field tile, so as to maintain the integrity of the drainage system.
- H. Floors open to outside air. All insulated framed floors open to outside air and within 18 inches of earth shall not be allowed without treated lumber fastened to and completely covering the underside of the framework.
- I. Foundation requirements.

- (1) Additions to existing foundations, footings, piers, slabs, etc., shall be fastened/anchored together using standard engineering practices and design methods accepted by this code and approved by the building inspector. Foundations for additions to existing buildings shall be of like dimension and depth below grade, or expansion joints shall be utilized.
  - (2) Foundations for detached structures over 250 square feet and falling outside the scope of this chapter shall have at minimum a twelve-inch by twelve-inch grade beam or thickened edge slab foundation around the entire perimeter.
  - (3) Foundations for structures over 800 square feet shall conform to this chapter or be designed through structural analysis. Concrete slabs shall be completely reinforced with 6" x 6" x #10 woven wire mesh or other equivalent and approved method of primary reinforcement.
- J. Manufactured homes and manufactured home communities. This chapter shall apply to all manufactured homes and additions thereto, where not in conflict with state or federal law.
- K. Moving buildings.
- (1) The written application shall be submitted to the Village a minimum of 30 days prior to the date the building is proposed to be moved. In addition, the following information shall be submitted:
    - (a) A description of the structure proposed to be moved.
    - (b) A plat of survey, pursuant to Subsection Q of this section, indicating the location that the building or structure is proposed to be located.
    - (c) Moving a building off site shall require:
      - [1] A copy of the proposed and alternate routes. Prior to submitting said routes to the Village for final review and approval, the routes, if applicable, shall be approved in writing by the Village of Pleasant Prairie Police Department.<sup>[2]</sup>
      - [2] A copy of a permit or other written approval by the state, if the route includes travel on a state highway.
      - [3] A copy of a permit or other written approval by the county, if the route includes travel on a county highway.
      - [4] A copy of a permit or other written approval related to any utilities that may be impacted by the move.
  - (2) If the move involves traveling on a Village road right-of-way, then a cash deposit of \$5,000 shall be deposited with the Village Treasurer in an interest-bearing account prior to issuance of the moving permit to guarantee payment for any repair or damage resulting from moving said building. Upon completion of the moving, the Village shall inspect the route for any damages. The inspector shall notify the owner in writing of



any damages to be repaired and the time frame for said repair. If the damages are not repaired as specified in the written notice, the cash deposit on file with the Village shall be used to repair said damages. If the cost to repair said damages exceeds the cash deposit, the Village shall invoice the property owner for the additional costs. Upon completion of the move and compliance with the permit, the cash deposit shall be refunded to the property owner, with interest, less a six-percent administrative fee and less any amount paid by the Village to repair said damages. Any damages to any state or county road or any non-Village utility shall be settled between the applicant and the state, county or non-Village utility.

- (3) Any addition, alterations and/or repairs made to the building moved within or into the Village shall be made to conform to this chapter in its entirety. All other areas of the building shall be made safe for purposes of health, safety and welfare of the occupants.

L. Municipal sanitary sewer and water installation. All municipal sanitary sewer and water shall be pursuant to the requirements of the Village Code.<sup>[3]</sup> In addition, prior to installation of municipal sanitary sewer or water lateral the following requirements shall be met:

- (1) New single-family, two-family and multifamily dwellings shall be completely weathertight and insulated, permanent electrical service shall be installed and energized, the sump pump shall be permanently installed and operating, the furnace shall be installed and operating (dictated by weather), and the basement floor shall be complete. At least one energized receptacle shall be provided on each floor of the dwelling to ensure that the sump pump remains electrically connected during construction.
- (2) Existing single-family, two-family and multifamily dwellings. All water lateral work shall be coordinated for installation of a Village water meter immediately after the cross-connection inspection has been approved.
- (3) One- and two-family residential water meters. Upon approval of a water lateral into a building, the inspector shall notify the Public Works Department for installation of a water meter. The valve shall be sealed with a meter seal until the meter is installed by the Village Public Works Department. All water meters shall be sealed with a Village-issued meter seal. Removal of said seal by anyone other than the Village Public Works Department shall be an offense subject to penalties as provided in this chapter.
- (4) All commercial structures.

- (a) Sanitary sewer laterals shall be plugged at the downstream side of the inspection manhole(s) until the plumbing contractor sets all of the final fixtures. All sanitary lines shall be flushed clean prior to removal of said plug.
- (b) Water laterals shall be coordinated with the plumbing inspector and Fire & Rescue Department. Any water used during the construction process shall be metered with a Village-issued temporary water meter.

M. Property building or structure maintenance, unsafe buildings and razing of buildings.

- (1) The inspector is designated to carry out the provisions of § 66.0413, Wis. Stats.
- (2) If the inspector finds that any building, structure, or part thereof is dangerous to life, health or adjoining property by reason of bad condition, defective construction, overloaded floors, decay, lack of guards against fire, general dilapidation, lack of routine maintenance or other cause, he shall notify the owner thereof to cause the same to be made safe or to be removed, maintained or corrected as in the judgment of the inspector may be necessary; and he shall affix a notice of such order in a conspicuous place on the outside wall of the building. No person shall remove or deface such notice.
- (3) The owner of such building or structure shall thereupon immediately cause the same to be made safe, ~~or to be removed~~ or repaired as ordered, and if any such building is used for any purposes requiring a license, the inspector may revoke such license until the building is made safe or removed to the satisfaction of the inspector.
- (4) Where public health or safety requires immediate action, the inspector shall enter upon the premises, with such assistance as may be necessary from the Village Fire & Rescue Department and the Police Department, and cause the building or structure to be made safe or to be removed. The expense of such work may be recovered by the Village in an action against the owner.
- (5) If a property owner proposes to raze a building or structure the following shall apply:
  - (a) A written application shall be submitted to the Village pursuant to § 370-11 of this chapter. In addition the following information shall be submitted:
    - [1] Written verification shall be provided to the inspector from the Village Fire & Rescue Department that no hazardous fire

conditions are present or that no fire hazards could result from the razing.

- [2] The inspector shall determine if an asbestos assessment is required. An asbestos assessment will be required if the inspector cannot make a definite determination on any portion of the building. If an asbestos assessment is required, then the property owner shall contract with a licensed abatement contractor to perform said assessment and provide the written results to the inspector. If the result of the asbestos assessment determines that there is asbestos in the structure or building, then the asbestos shall be properly removed, and the licensed abatement contractor shall provide written verification that the asbestos has been properly removed.
- [3] Written verification shall be provided to the inspector from the electric and gas companies that the electric and gas services have been properly disconnected.

(b) If a permit to raze a building or structure is issued pursuant to § 370-11 of this chapter, the following additional conditions of the permit shall be required:

- [1] If applicable, the municipal sanitary sewer and water system shall be properly capped off by a master plumber or utility contractor. The ditch shall be left open and secured by the contractor for the inspector to verify proper capping.
- [2] If applicable, the private on-site sewage disposal system or holding tank shall be properly filled and abandoned. The contractor shall provide to the Village a copy of the pumping ticket from a licensed solid waste carrier to verify that the solid waste has been properly removed from the tank, prior to filling the tank with slurry or granular material and prior to the required inspection. In addition, the area shall be left open and secured by the ~~contractor~~ contractor for the inspector to verify proper abandonment.
- [3] If applicable, the private well shall be properly abandoned per the Wisconsin Department of Natural Resources (DNR) requirements. The contractor shall provide the Village with a copy of the Wisconsin DNR well abandonment report.
- [4] The foundation shall be removed and/or properly filled. In addition, all junk and building debris shall be removed from the property, not landfilled into the property and inspected, prior to the foundation being filled.
- [5] If applicable, all existing signage shall be removed from the site.

- [6] If applicable, municipal sanitary sewer, water and garbage collection charges will continue to be billed for the property until all conditions of the permit have been satisfied and final inspection by the inspector has been passed.
- [7] The building or structure will not be removed from the tax assessment rolls until all conditions of the permit have been satisfied and final inspection by the inspector has been passed.

- N. Space heaters. Unvented fuel-burning heating equipment is strictly prohibited in all dwellings, habitable structures, attached garages, and in all commercial buildings unless otherwise specifically allowed by the ~~Department of Commerce~~Department of Safety and Professional Services.
- O. Stormwater systems. Connections at stormwater sump pumps to storm sewer piping shall be made with approved vented caps or similar approved methods to prevent the introduction of foreign objects. Stormwater drains shall be provided with compliant vented caps.
- P. Sump pumps for new construction. All residential structures shall require a sump pump that is permanently connected and operational as soon as possible after the electrical service to the structure is completed. In no case shall municipal sewer and water service be installed prior to permanent installation of a sump pump. All such sump pumps shall discharge at least eight feet from the foundation wall until the sump pump discharge can be permanently connected to the municipal storm sewer system, if available.
- Q. Top of foundation and grade levels. The height of all proposed top of foundations and grades for single-family, two-family, and multifamily structures shall conform to the following:
  - (1) "Top of foundation" is defined as the highest elevation taken at the top of the foundation wall. Finish grade is assumed to be 0.67 foot below the top of the foundation wall elevation.
  - (2) Existing grade levels at property lines shall not be altered or changed to an appreciable extent in relation to grade levels of adjoining property.
  - (3) A plat of survey shall include the following information:
    - (a) All grades shown on the plat of survey shall utilize the Wisconsin Plane Coordinate System (south zone) vertical control datum;
    - (b) All items required pursuant to Chapter 381, § 381-9B of the Village Code;
    - (c) The elevation at the crown of road at the corners and center of the lot;
    - (d) The highest point of the proposed top of foundation; and

- (e) Finish grade at foundation of abutting residential structures; the finished first floor elevations are also acceptable.
- (4) Top of foundation elevation shall conform to the following:
- (a) The top of foundation shall comply with the approved engineering plans for a subdivision located within the Village, except as provided in Subsection Q(4)(b) below. Any changes to the top of foundation shall be approved in writing by the developer of the subdivision and the developer's engineer, as authorized by the Village. An amended development agreement shall be provided by the developer and approved by the Village for all new subdivisions which modify the top of foundation or drainage plans. Such agreement shall indemnify and hold harmless the Village for any and all liabilities associated with the modifications or changes to the Village-approved engineering plans.
  - (b) If there are no approved engineering plans on file with the Village, the top of foundation elevation shall be approved by the inspector based on the following criteria:
    - [1] An average of the top of foundation of the adjacent structures. Example: Existing Dwelling No. 1: 650 feet; Existing Dwelling No. 2: 656 feet; top of foundation for new dwelling: 653 feet.
    - [2] The top of foundation shall not be less than one foot or more than two feet above the center line of the average height of the adjacent roadway, except that if the existing lot grade is more than two feet above existing road grade the inspector may approve a top of foundation that exceeds two feet above the center of the average height of the adjacent roadway.
    - [3] In the event that extraordinary or unusual circumstances exist on the property, the Village may consider altering the top of foundation; however, the Village may impose other requirements to ensure that the structure will not cause a drainage problem.
    - [4] In all cases, the top of foundation elevation shall be approved by the Village.
- R. Unsafe electrical equipment. No person shall keep, offer for sale or sell within the Village any appliance, equipment or fixtures designed for or intended to be used for the production, transmission or utilization of electric current or power unless said appliances, equipment or fixtures are approved by the electrical inspector in accordance with the requirements set forth in the Wisconsin State Electrical Code.

- S. Well abandonment. All persons abandoning a well within the Village shall complete the State of Wisconsin Department of Natural Resources (DNR) Form 3300-5B. The property owner/contractor shall submit one copy to the DNR and one copy to the Village, and one copy shall be retained by the person/contractor performing the abandonment procedures. If the abandonment is not performed by a licensed well contractor, an inspection shall be required prior to filling the well casing.
- T. Workmanship. An inspector has the authority to require that construction, alteration, repair and removal of buildings or structures be performed in accordance with the standards of good workmanship.

§ 370-20 Continuation of existing uses.

Buildings and structures that were legally created and whose the use and occupancy are legal may be continued without change, except for regulations related to backflow prevention, fuel-burning appliance venting, smoke detection, carbon monoxide detection, connection of the perimeter drain tiles to the municipal sanitary sewer system, property maintenance and other requirements as deemed necessary by the inspector for the general safety and welfare of the occupants and the public.

§ 370-21 Emergency work.

In the event that emergency work is required, the person doing or causing such work to be done shall report the same to the ~~Community Development Department~~Building Inspection Department the next business day after beginning work. Such work shall be done in accordance with the provisions of this code. The required permit and inspection process shall be followed and initiated at this time.

§ 370-22 Temporary work.

All temporary work shall comply with this chapter.

§ 370-23 Stop-work order.

- A. The inspector may issue a stop-work order for construction to be stopped for any of the following reasons:
  - (1) If written violations are not corrected within 30 days.
  - (2) Construction significantly deviates from approved and permitted plans, as determined by the inspector.
  - (3) When construction is dangerously unsafe, as determined by the inspector.

- (4) The inspector is denied access to property.
- B. The stop-work order shall be posted at the construction site, and the property owner and contractor shall be notified in writing of the reasons for issuance of the stop-work order and corrections required prior to the order being lifted.
- C. The inspector is authorized to remove the stop-work order and allow construction to continue upon correction of said violation(s).

§ 370-24 Appeals.

Any appeal to this chapter, except for as it relates to § 370-14 of this chapter, shall be pursuant to Chapter 18, Article V, Zoning Board of Appeals, of this Code.

§ 370-25 Liability.

This chapter shall not be construed to relieve from or lessen the responsibility or liability of any person engaged in any activity within the scope of this chapter for damages to person or property caused by any defect therein or therefrom, nor shall the Village be held as assuming any such responsibility or liability by reason of the issuance or revocation of any license, permit or certificate, or the inspection or reinspection authorized by this chapter, or by reason of the approval or disapproval of any work as authorized by this chapter, nor shall the Village be held liable for any damages resulting from the enforcement of this chapter.

§ 370-26 Violations and penalties.

Enforcement of this chapter shall be by means of the issuance of a stop-work order, withholding of building permits, imposition of forfeitures and injunctive action. Forfeitures shall be pursuant to Chapter 1, Article I, of the Village Code.

§ 370-27 Building permit fees.

- A. Fees required.
  - (1) Any construction, use, occupancy or other work requiring a permit, certificate, or approval within the Village's ordinances shall not commence, resume or continue until all required approvals have been made and all required fees as required by this chapter or any other Village ordinance are paid to the Village Treasurer.
  - (2) Whenever any construction, use, occupancy or other work requiring a permit, certificate, or approval within the Village's ordinances is commenced, resumed or continued before such a permit, certificate or

approval is issued, the fees for reviewing and processing the application for such permit shall be tripled to take into account the added difficulty and time required to process the application.

- (3) If an application for a permit, certificate, or approval is withdrawn after the review and processing of such application has substantially commenced, the application fee shall not be refunded.
- (4) If two of the same inspections fail, a reinspection fee shall be paid to the Village prior to scheduling each additional inspection, except for commercial, including multifamily, electrical permits, wherein the reinspection fee shall be paid to the Village if the first inspection fails and prior to scheduling each additional inspection.

**B. Single-family residential permit fees.**

<b>Type</b>	<b>Fee</b>
State building fee	\$55
Plan review (for new structures)	\$175
Plan review for additions	\$75
Plan review for alteration	\$50
Plan review for large detached accessory structures	\$40
Dwelling unit	\$0.35 per square foot; \$250 minimum
Additions	\$0.25 per square foot; \$75 minimum
Alteration with structural changes (examples: changing roof pitch; adding a dormer; replacing damaged roof trusses; adding a new window/door; enlarging a window or door opening)	\$0.10 per square foot, \$50 minimum; or where square footage cannot be calculated \$35 minimum or first 2 structural changes; 3 or more structural changes \$50
Alteration without structural changes (example: interior alteration)	\$0.05 per square foot of affected area; \$35 minimum
Certificate of compliance	
New homes	\$100
Additions	\$75
Alterations	\$50
Large accessory structures such as attached and detached garages, pole barns and carports (over 151 square feet)	\$0.10 per square foot; \$50 minimum
Small accessory structures such as sheds, gazebos or structures (less	\$25



than 150 square feet)	
Decks/sport courts	\$0.10 per square foot; \$30 minimum
Driveway	
Replace or extend	\$30 per entrance
New	\$50 per entrance
New electric service	\$180
Additional electric subpanel	\$50 per panel
Electric service update	\$100 per panel
Electric wiring extension/rewiring (fee based on area being added or remodeled)	\$0.10 per square foot; \$60 minimum
Electric for swimming pool or pond	\$50
New heating units (gas, oil or electric) for a new home	\$150 per unit plus \$25 for each additional unit
Additional heating unit added to an existing home	\$50
Furnace update/water heater	\$50
Fireplace	\$50 per fireplace
Heating pipe extension	\$0.10 per square foot of area affected; \$50 minimum
Air-conditioning unit	\$50 per unit
Lawn sprinkler system	\$40
Plumbing fixtures	
New home	\$5 per fixture; \$150 minimum
Other	\$5 per fixture; \$50 minimum
Sewer connection	\$75
Water connection	\$75
Storm sewer connection	\$75
Temporary city water/sewer service fee	Current City of Kenosha rates plus 25% Village administrative fee
Renewal of permit	50% of original permit fee; \$50 minimum
Reinspection	\$50 each inspection
Early start footings and foundations*	\$150
Special inspection*	\$350
Overtime inspections*	\$120
Overtime plan review*	\$120
New single-family house administrative fee	\$200 per dwelling unit

\*Shall be preapproved by the [Building](#) Inspection Superintendent

C. Two-family residential permit fees.

<b>Type</b>	<b>Fee</b>
State building fee	\$55
Plan review (for new structures)	\$250
Plan review for additions to a two-family unit	\$100
Plan review for alteration	\$50
Plan review for large detached accessory structures	\$40 each
Dwelling unit	\$0.35 per square foot; \$250 minimum
Additions/remodel	\$0.25 per square foot; \$50 minimum
Alteration with structural changes (examples: changing roof pitch; adding a dormer; replacing damaged roof trusses; adding a new window/door; enlarging a window or door opening)	\$0.10 per square foot, \$50 minimum; or where square footage cannot be calculated \$35 minimum or first 2 structural changes; 3 or more structural changes \$50
Alteration without structural changes (example: interior alteration)	\$0.05 per square foot of area affected; \$35 minimum
Certificate of compliance	
New structure	\$200
Additions	\$75
Alterations	\$50
Large accessory structures such as attached and detached garages, pole barns and carports (over 151 square feet)	\$0.10 per square foot; \$50 minimum
Small accessory structures such as sheds, gazebos or structures (less than 150 square feet.)	\$25
Decks/sport courts	\$0.10 per square foot; \$25 minimum
Driveway (new, replace or extend)	\$30 each
Replace or extend	\$30 per entrance
New	\$50 per entrance
New electric service	\$360
Additional electric subpanel	\$50 per panel
Electric service update	\$100 per panel
Electric wiring extension/rewiring (fee based on area being added or remodeled)	\$0.10 per square foot; \$50 minimum

Electric for swimming pool or pond	\$50
New heating units (gas, oil or electric) for a new two-family structure	\$150 per unit plus \$25 for each additional unit
Additional heating unit added to an existing two-family unit	\$50
Furnace update/water heater	\$50
Fireplace	\$50 per fireplace
Heating pipe extension	\$0.10 per square foot of area affected; \$50 minimum
Air-conditioning unit	\$50 per unit
Lawn sprinkler system	\$40
Plumbing fixtures	
New structure	\$5 per fixture; \$300 minimum
Other	\$5 per fixture; \$50 minimum
Sewer connection	\$75 per connection
Water connection	\$75 per connection
Storm sewer connection	\$75 per connection
Temporary city water/sewer service fee	Current City of Kenosha rates plus 25% Village administrative fee
Renewal of permit	50% of original permit fee; \$30 minimum
Reinspection	\$35 each inspection
Early start footings and foundations*	\$200
Special inspection*	\$350 per unit
Overtime inspections*	\$120
Overtime plan review*	\$120
Two-family building administrative fee	\$400 per building

\*Shall be preapproved by the [Building](#) Inspection Superintendent

D. Commercial permit fees, excluding multifamily.

- (1) Application fee for commercial certified municipality plan review for a new principal or accessory structure or a tenant buildout or tenant change of an existing structure with alterations:

<b>Square Feet</b>	<b>Building HVAC and Lighting</b>	<b>Building Only</b>	<b>HVAC Only</b>	<b>Lighting Only</b>
Less than 2,500	\$290	\$220	\$130	\$85
2,500 to 5,000	\$390	\$290	\$200	\$100
5,001 to 10,000	\$520	\$430	\$220	\$120
Over 10,000 but not more than 100,000	\$810	\$570	\$330	\$165

cubic feet

(2). Other fees.

<b>Type</b>	<b>Fee</b>
Application fee for commercial plan review for a tenant change <del>or alteration of an existing structure</del> without alterations	\$50
Application fee for a commercial plan review with state approved plans	\$100
New buildings and additions	\$10 per 1,000 cubic feet; \$150 minimum
Alteration with structural changes (examples: changing roof pitch; adding a dormer; replacing damaged roof trusses; adding a new window/door; enlarging a window or door opening)	\$0.10 per square foot, \$100 minimum; or where square footage cannot be calculated \$50 minimum or first 2 structural changes; 3 or more structural changes \$100
Alteration without structural changes (example: interior alterations)	\$0.10 per square foot of area affected; \$50 minimum
Accessory structures and additions	\$6.50 per 1,000 cubic feet; \$200 minimum
Interior demolition	\$160
Certificate of compliance	
New structure	\$200
Additions	\$100
Accessory structure	\$100
Alteration	\$75
Tenant change or temporary occupancy	\$55
Driveway (new, replace or extend)	\$30 per entrance
Fireplace	\$40 per fireplace
Heating units	\$10 per 50M BTU input; \$30 minimum

Air conditioning	\$10 per 12M BTU input; \$30 minimum
Heating and air-conditioning distribution system exhaust	\$1 per 100 square feet; \$50 minimum
Hoods and exhaust systems	\$50 per hood or system
Lawn sprinkler	\$75
Plumbing fixtures	
New structure	\$5 per fixture; \$100 minimum
Other	\$5 per fixture; \$50 minimum
Sewer connection	\$0.25 per linear foot; \$75 minimum
Water connection	\$0.25 per linear foot; \$75 minimum
Storm sewer connection	\$0.25 per linear foot; \$75 minimum
Temporary city water/sewer service fee for business and institutional	Current City of Kenosha rates plus 25% Village administrative fee
Temporary city water/sewer service fee for industrial	\$115
Electrical for a new principal or accessory structure or addition <u>encompassing all electrical work</u>	\$35 plus \$0.03 per square foot or addition
Reinspection fee (no access or noncompliance)	\$50
Failure to call for inspection	<del>\$50</del> <u>\$75</u>
Minimum permit fee	\$100
Electrical: replacement, modifications and miscellaneous items	
Light, switch and convenience outlet	<del>\$0.40</del> <u>0.50</u> each
Power receptacles over 150 volts	\$5 for first 30 amps plus <del>\$7</del> <u>6</u> for each additional amp
Lighting fixtures, <del>incandescent</del>	<del>\$0.40</del> <u>0.50</u> per fixture
Tubular lamp, such as fluorescent	\$0.25 per tube
<del>Arc light, search light, floodlight, mercury light pole base and poles</del>	\$3 each
<u>Exterior luminaries – ground lights, wall packs, pole lights</u>	
Temporary service <del>and temporary wiring installation</del>	<del>\$25</del> <u>40</u>
Service	First 200 amps or less \$25, plus \$10 for each additional 100 amps or fraction thereof
Medium voltage service (new or	\$250

replace)	
Range, oven, clothes dryer, water heater, dishwasher, disposal, etc.	\$5 each
Refrigeration unit	\$5 for first 5 HP plus \$1 for each additional HP or fraction thereof
Furnace unit heater	\$5 each
Air conditioner	\$5 for first 5 tons, plus \$1 for each additional ton or fraction thereof
Combination heating and cooling unit, <u>split systems</u>	\$20
Feeder, subfeeder <u>branch circuit</u> and raceway	<del>\$5</del> <u>10</u> per 100 amps
Medium voltage feeder	\$100
Construction trailer feeder	\$50
Motors	\$0.50 per HP; \$1 minimum
Dispenser: gasoline, fuel oil, permanent vending machines and well pumps	\$6 each
Generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace	\$1 per kw
Medium voltage transformer	\$100
Electric unit heating device ( <del>including thermostat</del> ), <u>VAV</u>	\$25 per device
Dimmer and rheostats, <u>occupancy sensors</u>	\$2 each
Swimming pool/pond (wiring/grounding)	\$25
Sign, fluorescent, neon, incandescent, <u>LED (primary power)</u>	<del>\$15</del> <u>25</u> each
<del>Strip lighting, plug-in strip, trolley duct</del> <u>Wire way, and gutter/bus duct switch trough, cable tray</u>	\$0.50 per foot/\$25 each
<del>Audible or visual electric signal or communication device</del> <u>Alarm initiating and signaling devices</u>	\$1 per device
Fans: bath, paddle and miscellaneous under 1 HP	\$1 per device
Hydromassage and hot tubs	\$10 per device
<del>Fire alarm system/smoke detectors</del> <u>Bus Duct, Trenches</u>	<del>\$50/\$5 each</del> <u>25.00/\$0.25 per ft.</u>
Exit light/ <u>EM light</u>	\$5 per system

<del>Approved assemblies not included above</del>	<del>\$25</del>
<del>Fire Alarm Control panels and NAC panels</del>	
<del>Other not included above</del>	<del>\$25</del>
<del>Reinspection fee (no access or noncompliance)</del>	<del>\$50</del>
<del>Failure to call for inspection</del>	<del>\$75</del>
<del>Minimum permit fee</del>	<del>\$75</del>
<del>Renewal of permit</del>	<del>50% of original permit fee; \$50 minimum</del>
<del>Reinspection, excluding electrical</del>	<del>\$50 each inspection</del>
Early start footings and foundations*	\$500
Special inspection, excluding electrical*	\$350
Overtime inspection, excluding electrical*	\$150
Overtime plan review*	\$150
Life safety inspection	\$150
Life safety inspection (reinspection)	\$100
Low-voltage <del>sign</del> permit	<del>\$75</del>

Type	Fee
Control panel	\$15.00
Power supply	\$5.00
REX	\$1.00
Card readers	\$1.00
Key pads	\$1.00
Bio-readers	\$1.00
Door strikes	\$1.00
Indoor camera	\$5.00
Outdoor camera	\$5.00
Door magnet switches	\$1.00
Multi-technology sensors	\$1.00
Data racks	\$5.00
Data/Phone jacks	\$.50
WAP's	\$5.00
Patch panels	\$2.00
Punch down blocks	\$2.00
UPS	\$5.00
Speakers	\$1.00
Receiver	\$5.00
TV outlet jacks	\$.50
Splitters/Boosters	\$1.00

Low voltage/signaling/communication cable	\$10.00/.01 per ft..
Signaling devices	\$1.00
Initiating devices	\$1.00
Relays	\$2.00
Thermostats	\$2.00
VAV's (low voltage)	\$5.00
Dampers (low voltage)	\$5.00
Signs- LED (secondary power)	\$25.00

~~\*Shall be preapproved by the Inspection Superintendent~~

E. Multifamily permit fees (three or more units per structure.

- (1) Application fee for multifamily certified municipality plan review for a new principal or accessory structure or modifications to a principal and accessory structure

Square Feet	Building HVAC and Lighting	Building Only	HVAC Only	Lighting Only
Less than 2,500	\$290	\$220	\$130	\$85
2,500 to 5,000	\$390	\$290	\$200	\$100
5,001 to 10,000	\$520	\$430	\$220	\$120
Over 10,000 but not more than 100,000 cubic feet	\$810	\$570	\$330	\$165

(2) Other fees.

Type	Fee
Multifamily administrative fee	\$300 per building for 3 to 8 units; \$400 per building for 9 to 24 units; \$500 per building over 24 units
Application fee for a multifamily plan review with state-approved plans	\$150
Multifamily buildings	\$0.30 per square foot; \$500 minimum per building
Alteration with structural changes (examples: changing roof pitch; adding a dormer; replacing damaged roof trusses; adding a new window/door; enlarging a window or door opening)	\$0.10 per square foot, \$50 minimum; or where square footage cannot be calculated \$35 minimum or first 2 structural changes; 3 or more structural changes \$50



Alteration without structural changes (example: interior alteration)	\$0.05 per square foot of area affected; \$35 minimum
Certificate of compliance (new, additions or alterations)	\$50 per unit for first 8 units, \$25 per unit for next 9 to 24 units, \$10 per each unit over 24 units
Additions/alteration (per unit)	\$0.25 per square foot, \$75 per unit minimum
Siding or roofing (replacement or adding shingles or siding to an existing structure)	\$25 per building
Large accessory structures such as attached and detached garages, pole barns and carports (over 151 square feet)	\$0.10 per square foot; \$50 minimum
Small accessory structures such as sheds, gazebos or structures less than 150 square feet	\$25
Decks/sport courts	\$0.10 per square foot; \$25 minimum
Driveway (new, replace, extend)	\$30 per entrance
New heating units	\$50 per unit
Air conditioning	\$40 per unit
Fireplace	\$50 per fireplace
Heating and air-conditioning distribution system	\$1 per 100 square feet; \$50 minimum
Lawn sprinkler system	\$75
Plumbing fixtures	
New structure	\$100 per unit
Other	\$5 per fixture; \$50 minimum
Sewer connection	\$0.25 per linear foot; \$40 minimum
Water connection	\$0.25 per linear foot; \$40 minimum
Storm sewer connection	\$0.25 per linear foot; \$40 minimum
Temporary city water/sewer service fee for multifamily	Current City of Kenosha rates plus 25% Village administrative fee
Electrical for a new principal or accessory structure or addition	\$35 plus \$0.03 per square foot
Reinspection fee (no access or noncompliance)	\$50
Failure to call for inspection	\$50

Minimum permit fee	\$50
Village administrative fee	10% of total electrical permit fee
<del>Electrical: replacement, modifications and miscellaneous items</del>	
<del>Light, switch and convenience outlet</del>	<del>\$0.40 each</del>
<del>Power receptacles over 150 volts</del>	<del>\$5 for first 30 amps plus \$6 for each additional amp</del>
<del>Lighting fixtures, incandescent</del>	<del>\$0.40 per fixture</del>
<del>Tubular lamp, such as fluorescent</del>	<del>\$0.25 per tube</del>
<del>Arc light, search light, floodlight, mercury light pole base and poles</del>	<del>\$3 each</del>
<del>Temporary service and temporary wiring installation</del>	<del>\$25</del>
<del>Service</del>	<del>First 200 amps or less \$25, plus \$10 for each additional 100 amps or fraction thereof</del>
<del>Range, oven, clothes dryer, water heater, dishwasher, disposal, etc.</del>	<del>\$5 each</del>
<del>Refrigeration unit</del>	<del>\$5 for first 5 HP plus \$1 for each additional HP or fraction thereof</del>
<del>Residential gas burner, oil burner, electrical furnace</del>	<del>\$5 each</del>
<del>Air conditioner</del>	<del>\$5 for first 5 tons, plus \$1 for each additional ton or fraction thereof</del>
<del>Combination heating and cooling unit</del>	<del>\$10 for first 5 tons, plus \$20 each additional ton or fraction thereof</del>
<del>Feeder, subfeeder and raceway</del>	<del>\$5 per 100 amps</del>
<del>Motors</del>	<del>\$0.50 per HP; \$1 minimum</del>
<del>Dispenser: gasoline, fuel oil, permanent vending machines and well pumps</del>	<del>\$6 each</del>
<del>Generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace</del>	<del>\$0.50 per kw</del>
<del>Electric unit heating device (including thermostat)</del>	<del>\$2 per device</del>
<del>Dimmer and rheostats</del>	<del>\$2 each</del>
<del>Swimming pool/pond (wiring/grounding)</del>	<del>\$25</del>
<del>Sign, fluorescent, neon, incandescent</del>	<del>\$15 each</del>

<del>Strip lighting, plug-in strip, trolley duct wire way and gutter</del>	<del>\$0.50 per foot</del>
<del>Audible or visual electric signal or communication device</del>	<del>\$1 per device</del>
<del>Fans: bath, paddle and miscellaneous under 1 HP</del>	<del>\$1 per device</del>
<del>Hydromassage and hot tubs</del>	<del>\$10 per device</del>
<del>Photo cell, clocks, smoke detectors</del>	<del>\$1 per device</del>
<del>Light switch system</del>	<del>\$15 per system</del>
<del>Exterior lighting system</del>	<del>\$1.50 per system</del>
<del>Approved assemblies not included above</del>	<del>\$25</del>
<del>Power receptacle over 150 volts</del>	<del>\$5.00</del>
<del>Other not included above</del>	<del>\$25</del>
<del>Lighting fixtures</del>	<del>\$50</del>
<del>Penetration fee (no access or incandescent/florescent/LED noncompliance)</del>	<del>\$.50</del>
<del>Failure to call for inspection</del>	<del>\$50</del>
<del>Tubular lamp, such as florescent, per tube</del>	<del>\$.25</del>
Exterior luminaires- ground lights, wall packs, pole lights	\$3.00
Temporary service	\$40.00
Service switch, each or alteration thereof FIRST 200 AMPERES	\$25.00
PLUS if over 200 amperes – additional per 100 amps or a fraction thereof	\$10.00 / 100 amps
Feeder, sub feeder, branch circuit and raceway. Per 100A or fraction thereof	\$10.00/ 100 amps
Range, oven, clothes dryer, dishwasher, disposal, water heater	\$5.00
Refrigeration unit up to 5 HP plus 1.00 per HP over 5	\$5.00 min.
Furnace, unit heater	\$5.00
Air conditioner up to 5 ton Plus 1.00 per ton over 5 ton	\$5.00
Combination heating and air conditioning unit , split systems	\$20.00

Medium voltage service (new or replace)	\$250.00
Medium voltage feeder	\$100.00
Medium voltage transformer	\$50.00
Each motor, per HP or fraction thereof	\$.50 / HP – 1.00 Min
Dispenser – gasoline, fuel oil, permanent vending machines, and well pump	\$6.00
Generator, transformer, reactor, rectifier, capacitor, welder, converter and electric furnace	\$1.00 / kw
Construction trailer	\$100.00
Electric unit heating device, VAV's	\$5.00
Dimmer, rheostat, occupancy sensor	\$2.00
Swimming pool (Electrical wiring and grounding)	\$25.00
Sign – Florescent, neon or incandescent, LED (primary power)	\$25.00
Wire way, trough, cable tray	\$.25 ft./10.00
Exit/EM light	\$ 5.00
Fans – Bath – Paddle and miscellaneous under 1 HP	\$1.00
Hydro Massage & Hot tubs	\$10.00
Bus duct	\$25.00/.50 per ft.
Fire Alarm Initiating and signaling devices	\$1.00
Fire Alarm Control Panel and NAC panels	\$25.00

~~\*Shall be preapproved by the Inspection Superintendent~~

F. Miscellaneous permit fees.

Type	Fee
Razing principal building	\$50 minimum, plus \$0.02 per square foot of building razed; \$250 maximum fee per building
Razing accessory building	\$35
Moving principal buildings off the site	\$150 plus actual overtime costs for police escort
Moving accessory building on site	\$35 per building
Moving accessory building off the site	\$50 plus actual overtime costs for police escort
Fuel tanks installation/removal	\$5 per 1,000 gallons plus \$50 per tank

~~G. Licenses~~

Type	Fee
<del>Electrical license</del>	<del>\$35 initial fee; \$50 annual renewal fee</del>
<del>Appeal of a suspended or revoked license</del>	<del>\$25</del>

§ 370-28 Property record maintenance fees.

- A. The Village of Pleasant Prairie Office of Assessments creates and maintains property records for all real estate parcels within the Village of Pleasant Prairie in which it has jurisdiction. Pursuant to § 70.32(1), Wis. Stats., all properties that are issued building permits are field reviewed, described, and valued by "actual view." This means that each building permit requires assessment personnel to:
- (1) Initially process existing records or create new records;
  - (2) Physically review, on site, the purpose of each building permit to document all property description additions and/or alterations; and
  - (3) Process the information gathered in the field to determine an assessed value.

- B. Definitions. As used in this section, the following terms shall have the meanings indicated:

**AGRICULTURAL BUILDING**

A structure principally utilized for the storage of farm equipment and machinery, crop production, or shelter and feeding of livestock.

**COMMERCIAL BUILDING**

A building or structure that houses a business use, enterprise, or activity at a greater scale than home industry involving the distribution of, or retail or wholesale marketing of, goods or services.

**DWELLING UNIT**

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, and sanitation.

**MULTIFAMILY RESIDENTIAL BUILDING**

A single building or structure containing more than one dwelling unit under single ownership and in which the owner rents or leases the right to occupy any of the dwelling units to a tenant(s).

**RESIDENTIAL**

Used by occupants as a home, abode, domicile, or dwelling that has housekeeping and cooking facilities for the occupants only. A residential property may have multiple dwelling units.

**RESIDENTIAL CONDOMINIUM**

A multiple dwelling or development containing individually owned dwelling units and jointly owned and shared areas and facilities.

- C. Fees to be charged for property record maintenance. Every person receiving an approved building permit from the Village in which said building permit requires an employee of the Assessor's office to physically view on site any descriptive property change in an effort to maintain the property record shall pay a property record maintenance fee commensurate with the type of building permit issued by the Village.

- D. Schedule of fees for property record maintenance.

Schedule of Fees for Property Record Maintenance						
Permit Type	Residential/Agricultural up to 3 Dwelling Units; Each Unit	Residential Condominiums - 4+ Units; Each Building		Multifamily Residential -4+ Units; Each Building		Commercial Buildings
		Base	Each Unit	Base	Each Unit	
New residential dwellings	200	350	50	400	50	
New commercial buildings						400
Structural addition	80		80		80	165
Structural alteration	80		80		80	110
Nonstructural alterations	80		80		80	110

Accessory structures	30		30		30	50
Porch, deck, patio, canopy, gazebo	30		30		30	30
Plumbing	15		15		15	20
HVAC addition/upgrade	15		15		15	20
Electrical addition/upgrade	15		15		15	20
Fireplace	15		15		15	20
Exterior siding; roofing; windows	15		15		15	20
Swimming pool	15		15		15	20
Building demolition/move off site	15		15		15	15

Passed and adopted this \_\_\_\_\_ day of August, 2014.

VILLAGE OF PLEASANT PRAIRIE

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

Attest:

\_\_\_\_\_  
Jane M. Romanowski, Clerk

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

**8H. Set 2014 Halloween Trick or Treat Date and Time.**

The City of Kenosha has set Friday, October 31<sup>st</sup> as the date for Trick or Treating.



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

**Period Ending: July 30, 2014**

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. Elizabeth M. Gerdt      | thru June 30, 2016 |
| 2. Justin V. Lippert       | thru June 30, 2016 |
| 3. Jonathan A. Melcher     | thru June 30, 2016 |
| 4. Melissa L. Zougra-Rojas | thru June 30, 2016 |

Jane M. Romanowski  
Village Clerk