

**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**  
**April 6, 2015**  
**6:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Meeting – March 16, 2015
5. Public Hearing
  - A. Consider the installation of sanitary sewer on 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road and between 100<sup>th</sup> Street and Springbrook Road; the installation of municipal water on Springbrook Road west of 39<sup>th</sup> Avenue and Final Resolution #15-12 authorizing said project.
6. Citizen Comments (Please be advised per State Statute Section 19.84(2), information will be received from the public and there may be limited discussion on the information received. However, no action will be taken under public comments.)
7. Administrator's Report
8. New Business
  - A. Receive Plan Commission recommendation and consider the following related to the proposed development of a Kwik Trip to be located at the southwest corner of STH 50 and CTH H:
    - 1) Ordinance #15-12 to amend the Comprehensive Plan.
    - 2) Certified Survey Map to combine two parcels.
    - 3) Ordinance #15-13 relating to Zoning Map and Zoning Text Amendments.
  - B. Consider an Award of Contract for HVAC Services for various Village of Pleasant Prairie Buildings/Facilities.
  - C. Consider a Professional Construction Engineering Management Agreement relating to the installation of sewer and water infrastructure for the 39<sup>th</sup> Avenue Reconstruction project.

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- D. Consider Agreement between Prairie Place LLC and the Village for improvements in the Village Green Development.
  - E. Consider Resolution #15-11 designating April 12-18, 2015 as National Public Safety Telecommunications Week.
  - F. Consider Resolution #15-12 Opposing Elimination of Personal Property Taxes.
  - G. Consider Operator License Applications on file.
9. Village Board Comments
10. 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  
March 16, 2015  
6:00 p.m.**

A regular meeting of the Pleasant Prairie Village Board was held on Monday, March 16, 2015. 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 was absent. Also present were Michael Pollocoff, Village Administrator; Tom Shircel, Assistant Administrator; Kathy Goessl, Finance Director; Dave Smetana, Police Chief; Doug McElmury, Fire & Rescue Chief; Rocco Vita, Village Assessor; Matt Fineour, Village Engineer; Jesse Houle, Construction Manager; Dan Honore, IT Director; Carol Willke, HR and Recreation Director; and Jane M. Romanowski, Village Clerk. Five citizens attended the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. MINUTES OF MEETING - MARCH 2, 2015**

Steve Kumorkiewicz:

Move to approve as written.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any additions or corrections to the minutes?

**KUMORKIEWICZ MOVED TO APPROVE THE MINUTES OF THE MARCH 2, 2015  
VILLAGE BOARD MEETING AS PRESENTED IN THEIR WRITTEN FORM; SECONDED BY  
KECKLER; MOTION CARRIED 4-0.**

- 5. CITIZEN COMMENTS**

Jane Romanowski:

There were no signups tonight, Mr. President.

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John Steinbrink:

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

**6. ADMINISTRATOR'S REPORT – None.**

**7. NEW BUSINESS**

**A. Consider an Award of Contract for the Prairie Wood & Premium Outlet Water Main project.**

Mike Pollocoff:

Mr. President, the Prairie Wood water main project involves the extension of a 20 inch diameter water main, and it's servicing the Prairie Wood development and the expansion of the Uline site over and above what we have there now. Down the road on the Abbott site or if something else happens over there it would service that as well. With us tonight we have Matt Fineour and Jesse Houle our construction engineer who are going to be overseeing the construction of this project and the contract for the water main project. Do you guys have anything you want to add?

Matt Fineour:

Sure. The project that you see up in front of you is one whole project that is kind of divided up into two work sections in the project. The 20 inch water main that Mike was talking about goes from the I-94 water tower and extends west across I-94 and up west along Highway Q. That's the Prairie Wood water main section one of the project.

Section two of the project is a 16 inch water main which extends south off that 20 inch down the East Frontage Road. The project was divided into two sections really from a priority standpoint where we would allow the contractor to work on section one first prior to section two because section one is a priority section because Uline is going to be needing that sooner than later for their second warehouse facility. Section two is kind of a secondary priority in the sense that there's no immediate connection to that line.

So we had broken that up into bid as two sections so we could have the contractor work on section one before they had started working on section two. While we split this project into two work sections, its one overall project, we also placed in the bid the ability for the Village to drop one section of work and still not affect the unit prices or the bid prices for the other section of work. This was done just in case budgetary-wise if a section came in more or the overall project came in more than what was expected or what we had budgeted.

With that bids were opened on March 5, 2015 at the Village Hall. And all bids were publically opened and read aloud. A total of seven bids were received for this project. The low base bid was submitted by Merryman Excavation of Woodstock, Illinois in the amount of \$2,354,863. The second low base bid was submitted by Globe Contractors of Pewaukee in the amount of

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\$2,406,341. The overall project came in a little bit higher than what was budgeted. So we're recommending award of section one only. Merryman was the low bidder overall and was found to the lowest and overall responsive and responsible bidder.

It is recommended that the Village Board award the project to Merryman Excavation with an overall low base bid of \$2,354,863. But due to budgetary constraints it is recommended that the Village Board not accept work section two and award section one only with the contract amount of \$1,632,646. That will allow the Village to construct the 20 inch water main from the I-94 tower across I-94 to Uline.

Mike Pollocoff:

Where we're at is I don't think we received a benefit for bidding this thing all at once. And right now for the south section there's nothing imminent that's to drive that project. So I think rather than spending that money now and hoping something comes there or issuing additional debt our recommendation is to put that to the side until the design is completed. If something happens then we'll go back out to bid.

Michael Serpe:

I have a question. Matt, back to the map, I'm just curious of Uline's next corporate headquarters where is that service coming from?

Mike Pollocoff:

The existing water main is on the Frontage Road.

Michael Serpe:

On the East Frontage Road?

Mike Pollocoff:

On the west.

Michael Serpe:

Oh, there's one already down there.

Mike Pollocoff:

Right.

Michael Serpe:

Oh, I'm sorry; I didn't know that, okay.

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Steve Kumorkiewicz:

Is that 16 inches or 20 inches?

Mike Pollocoff:

On the West Frontage Road I believe it's 16.

Steve Kumorkiewicz:

It's 16, okay.

Kris Keckler:

The existing water main?

Mike Pollocoff:

Is that a 16 or a 12?

Matt Fineour:

It's a 12 inch.

Steve Kumorkiewicz:

Oh, 12 inches. That's small.

Mike Pollocoff:

That's not small. That's a big main.

Steve Kumorkiewicz:

[Inaudible]

Mike Pollocoff:

I think one of the things we're going to be looking at as that site, in fact the engineer is looking at it now, are what are some of the alternate long-range plans for how we loop that area. We're really at the end of the Village limits right there. So the long-range plans for that area is as there's more development is to construct another tower from the north side of 165. We don't want to construct that again. We don't want to be filling a tower and not having it -- we want to make sure water is flowing in and out of it. So I think as time goes on we'll evaluate when we want to pull the trigger for a loop. And I think right now we're going to be okay with that. And I

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don't see that there's really any additional land on the Uline sites on that southwest quadrant to put additional buildings on of significance.

Michael Serpe:

John, I would move approval of the award of contract to Merryman in the amount of \$1,630,646.50.

Steve Kumorkiewicz:

Second.

John Steinbrink:

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

**SERPE MOVED TO AN AWARD OF CONTRACT FOR THE PRAIRIE WOOD & PREMIUM OUTLET WATER MAIN PROJECT TO MERRYMAN EXCAVATION INC. IN THE AMOUNT OF \$1,630,646.50; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**B. Consider a Professional Construction Engineering Management Agreement for the Prairie Wood & Premium Outlet Water Main project.**

Mike Pollocoff:

I'd like to introduce Jesse Houle. He's an engineer that's working in Public Works, and he's managing -- well, he's doing a lot of things. But one of the key things that we're addressing tonight is the management of construction activities. As you can see just what we've done tonight and some of the other projects that are going on now, construction activity is really intense, and it has been for a while. So in order for us to be able to manage that efficiently that was one of the changes we made in the budget this last year was to add that on. So Jesse comes to us with significant construction management experience. You've seen him around. You've probably seen him on the job sites. He'll be working on this 39th Avenue project when that goes. So, Jesse, you want to describe this contract for us?

Jesse Houle:

Sure. Thanks Mike. The contractor that we put out for bids was we solicited for proposals for construction management services, professional services, to oversee the construction project that Matt just described, the 20 inch water main. In February we sent out solicitations and received the proposals from three consultants. The consultants' scope of work was very accurately described, and we evaluated all three.

Based on the evaluation of their proposals and the price we received the three proposals, one RA Smith being at \$84,927, Clark Dietz came in at \$110,220 and GAI Consultants at \$118,465. RA

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Smith has completed construction management projects for the Village in the past including the Pleasant Prairie Park & Ride. And they also ranked the highest in our evaluation process. And we recommend that the Village award the project to RA Smith in the amount of \$84,927.

Steve Kumorkiewicz:

So moved to approve RA Smith.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Further discussion. Jesse, there's quite a difference in there on the bids. Is that just who needs work and who doesn't?

Jesse Houle:

Pardon me?

John Steinbrink:

The variations in the bids are quite a variation.

Jesse Houle:

There were some differences in rates. And what I understand is some of the rates were higher based on availability. Some of these firms were busy, and I think it drove a little higher rate. And some of these firms were looking for work. So there's a little discrepancy in rates as well as some different outlooks on how to manage this efficiently. And I think RA Smith's numbers after evaluation is definitely a responsible number.

John Steinbrink:

I know they've done good work. Everybody has done good work for the Village. I guess we're just fortunate getting a good price. We have a motion and a second. Is there any further discussion?

**KUMORKIEWICZ MOVED TO APPROVE A PROFESSIONAL CONSTRUCTION ENGINEERING MANAGEMENT AGREEMENT FOR THE PRAIRIE WOOD & PREMIUM OUTLET WATER MAIN PROJECT WITH RA SMITH NATIONAL; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

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Jesse Houle:

Thank you.

John Steinbrink:

Thank you, guys.

**C. Consider a Professional Services Agreement for the Cooper Road Extension project.**

Mike Pollocoff:

Matt, you want to take this?

Matt Fineour:

Sure. This is a design service agreement for the extension of Cooper Road north from the Village Green Heights Subdivision connecting into the Devonshire Subdivision. It's approximately 370 feet long. It also includes the extension or connection of water main between the two subdivisions, and also an extension of sanitary sewer as well. The agreement is for \$29,600. It's recommended that the Village Board approve the professional service agreement with Clark Dietz for the Cooper Road extension project.

Kris Keckler:

Move to accept the professional service agreement with Clark Dietz for \$29,600.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve. Further discussion?

**KECKLER MOVED TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CLARK DIETZ, INC. FOR THE COOPER ROAD EXTENSION PROJECT; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**D. Consider a three-year Agreement with World Triathlon Corporation to conduct the Iron Girl Triathlons.**

Mike Pollocoff:

Mr. President, we've had the Iron Girl Triathlon in Pleasant Prairie for two years now under an existing contract that was purchased by them when they acquired Danskin's Triathlon. RecPlex

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staff has negotiated an agreement for three years with Iron Girl to have their triathlon in the Village. It will be a female only triathlon. So we'll only have two triathlons this summer, it will be the Iron Girl and the Pleasant Prairie Triathlon. In addition, Iron Girl is proposing to pay the Village \$15,000 for the weekend that that event takes place plus any associated costs that are incurred by public works, police, fire, as well as recreation and parks to conduct this event. As such I'd recommend that the Village Board authorize staff to enter into the agreement with World Triathlon Corporation.

Steve Kumorkiewicz:

I make a motion to renew the agreement.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion on this?

Kris Keckler:

I have just a quick question. Section B5 and B6 reference the expo and wellness weekend to help promote wellness among not just participants but in the community. Has that been utilized or is that something new?

Mike Pollocoff:

Something new. We did have some of that I believe with Danskin. And I think Iron Girl from our discussion appear to be wanting to do that more aggressively and look at it as a good way even if someone's not in a triathlon this year to maybe get them started on the path where they'll want to partake of one or helping their families along.

Kris Keckler:

I just saw the language as may in there. I was just hoping that we'd take advantage and partnership with them to help promote helping living and not just the Iron Girl extreme.

Mike Pollocoff:

Right. We do that every day out there. But the nice thing about this is they would be assisting the Village efforts in conducting that.



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Michael Serpe:

I have a question. We work the triathlons all the time. And for some reason every time we show up it's a different configuration of how the thing's going to be laid out. Is there any possibility that we could come up with a standard layout on how it's going to be run with 1,500 participants, with 3,000 participants? The volunteers they do the best job they can, and people come there year in, year out, and it's almost different every time we have a triathlon. The property is big enough that we could probably set something in place to work every time.

Mike Pollocoff:

I think one of the problems that's always kind of stymied us on this has been the parking issue, where we put people. I think now RecPlex has the parking, and I think we're able to utilize an in and out access course that's going to work for this event. And it should go forward really with however many people we have in there. Some of the things with loose variables is like in 2016 they will be adding lanes onto 165 and they'll be diamond grinding it, and so there's work that takes place.

But, yeah, the more that we can get them -- I think the one nice thing about working with Iron Girl I think they're going to be a lot more forthcoming with us about what their true registration is. That was one of the problems we had with Danskin. We'd find out two days before the event - I have 3,000, I have 5,000, I have 1,800. We end up over impacting the facility when we don't have that many people coming in there but we actually start off closing a lot of things. I know that's something that Carol wants to get done. And I think having that parking problem resolved has really taken one of the big variables out.

Steve Kumorkiewicz:

[Inaudible] security we got problems all the time [inaudible].

John Steinbrink:

We have a motion and a second. Any further discussion?

**KUMORKIEWICZ MOVED TO APPROVE A THREE-YEAR AGREEMENT WITH WORLD TRIATHLON CORPORATION TO CONDUCT THE IRON GIRL TRIATHLONS; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**E. Consider 2015/2016 Liability and Property Insurance Proposals.**

Kathy Goessl:

Mr. President and the Village Board, on the overhead I have the comparison of what we got for our renewal bid with our current mainly League of Wisconsin Municipalities. We also have the Local Government Property Insurance Fund which has been talked about recently in the Governor's budget. We did get a great renewal with them pretty much level, that's the third one

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down. They actually gave us a discount if we pay before April 1st. So as soon as we're approved here we can pay, and we'll save \$150 off our premium for the Local Government Property Insurance Fund.

The rest of our stuff is actually through the League, and a couple others, Liberty and CNA. Our agent is from R&R Insurance. This is actually our third year in a three year bid cycle. So next year you'll see more comparisons with different companies that will come in and try to beat these bids and give us better service and better coverage. But for this year the coverage is pretty level. The biggest change -- well, for liability we went up slightly, and that's basically they had across the board a 1.5 percent increase.

Workman's Comp. is our biggest increase. The main purpose for that is due to across the board, across the State of Wisconsin they raised -- each group of workers has a different rate, and that's set up by the State of Wisconsin. So the insurance company doesn't set those rates. They take the rates from the State of Wisconsin. Every year based on claims in the state, not just our claims, but the average throughout the state the rates can be changed. This year there was a substantial increase mainly in our municipal service employees which is a big category that we do have. And also increases in some of the other categories.

Plus our payroll also increased from year to year. We estimate that payroll based on our budget, and then they do an audit when the year is over to actually true it up. So that's why that one is going up so much. We're actually covered in the budget for even more than that. We budgeted a little bit more because we were uncertain of how things were going to go. Our MOD actually went down this year meaning our experience for the last three years is better than the previous three years before that. So that helped us reduce some.

I talked about property insurance. Auto physical damage is also with the League, and that went down slightly because based on vehicle accounts they adjust that and then our boiler and crime went up a little bit, \$100. So overall we're going up, but this is all covered in the budget in terms of everything except for Workman's Comp. We're within a very small percentage of our budget for that. We had budgeted for property and liability, we have over \$200,000 budgeted and all of our government funds, all of our funds in the Village, and this proposal came in \$198,954. So we're actually better than by \$1,300.

But Workman's Comp. even though it went up this much we actually budgeted more due to the uncertainty of our MODs and stuff going on. So we actually budgeted \$423,000 across the board, and this proposal came in at \$354,000. So I'm recommending renewing with our current carriers or this upcoming year for a total premium of \$553,321. Any questions?

Michael Serpe:

Yeah, I have a couple questions, Kathy. Did we have a lot of experience in Workman's Comp. claims in the Village.

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Kathy Goessl:

It varies from year to year. But they take a three year average and the year that dropped off was worse than the year that came on this previous year. We have a couple areas where they're going to be working with us because of the level of claims and the severity of the claims. R&R and actually the League have a couple people that come out here and help us, and they also review our Workman's Comp. And they identify which areas of the Village need the most assistance in terms of trying to improve that area to not have repetitive same type claims. So our claims aren't really high, they actually were better this year than three years ago.

Michael Serpe:

If I understood you correctly overall the state is higher in Workman's Comp. claims. So if we were to take the position, and I know we do about being careful in a workplace and being cautious in what you're doing, and we're pretty successful at it, we're being penalized because of other areas of the state that are not as careful?

Kathy Goessl:

Yes. The rest of the state has higher than above average so the MODs went up. Our actual MOD is .94 or .92, below 1 which means it's below the state average in terms of the claims that we have. We have some work to do to get it down. If we had no losses we could be down at .5. So more realistically probably .7 or .8 would probably be a good point for us to try to aim for to get ours down. So basically all of this is set ahead of time. Any insurance company that bids on us will bid the same except for some of the dividends they may be giving us. Other than that everything is set. What we need to do is work on our own claims, and the company that we have currently, the League, is very good at sending people out here, identifying claims, reviewing our stuff and working with our departments to help reduce claims.

We're actually looking at bringing them in in the next couple months to actually talk to our department managers and department heads about Workman's Comp. and how their actions when somebody gets injured how their actions can play into our actual costs in the future. There are certain things that cost more. Like if you don't return to work or give them a return to work it can cost us some big dollars. And most of our departments do do that. But just to understand why we want people to come to work and how that affects our rates in the future.

Kris Keckler:

If I'm reading this right between the liability and property and Worker's Comp. we're about \$70,000 from what we allocated originally that we realize. Is there any initial repurposing of that or what's the amount that --

Mike Pollocoff:

As Kathy said --

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Kris Keckler:

I know the MODs change and it was obviously a safe bet. And I know it's early in the budget season. I just didn't know if there are initial plans on what could be utilized.

Mike Pollocoff:

One of the things that we're going to talk about later in the meeting, but we've received a notice already of the Governor's proposal to eliminate the state insurance pool is going to increase our premium that you see up there for roughly \$44,000 at least \$33,000 -- I'm sorry, 33 percent. So I guess one of my first inclinations is to get a feel for if that's going to pass through the legislature. And at least for the first year out we can maybe ease the blow of that and have that money to offset that change. The fact of having the state eliminate the local government program for the property tax doesn't save the state any money because the state doesn't put any money into it.

What it means is that function which was created early on is a function created because it really is a difficult market. People do not like insuring municipal governments. We do dangerous things. We have sewer plants, we have lift stations, we have properties that are exposed. You have the heavier equipment that people see red lights on a fire engine and they drive right into the fire engine. Every government, it's not just us, has a history of having the kind of claims that people don't want to have. But we put this out to bid every three years for insurance. And every three years people don't bid it because they can't make any money on it. So what's happened is at some point the state has said, well, we want that to go to the private market and you have to take their bid. And the trust that's been set up by the state won't exist anymore.

Because right now if there's more money needed by that property trust for insurance our premiums go up to pay for it. It's not the money that comes from the state, it comes from us, and it's been that way since 1908. But once that disappears then we're going to be really at the will -- and right now there's really two companies that provide that level of insurance. So they're pretty much going to be able to set rates. You're not going to get it from Hartford and all these other places. There's a couple of companies that are going to do it. So we do have some extra money. At least in the short term I'd recommend that we hold onto it to see what we're going to be dealing with.

If, in fact, that's not my recommendation - usually on this when we have a windfall or we don't spend a lot of money is that money then in turn rolls into capital which for us usually is roads. That would be our next big significant need. We'll have a better picture for it probably after July or August or something like that.

Kris Keckler:

Thank you.

Steve Kumorkiewicz:

[Inaudible] it's going to raise by \$43,000?

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Mike Pollocoff:

Yeah, that \$43,000 will go up -- the estimate is 33 percent. But it's going to be based on how many assets you have compared to whatever that new pool is that you're going to be in with bidding with. Now we're bidding with other governments. I don't think anybody can really tell for sure.

Steve Kumorkiewicz:

[Inaudible]

Michael Serpe:

I'd move to concur with Kathy's recommendation.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris. Any other discussion?

**SERPE MOVED TO APPROVE THE 2015/2016 LIABILITY AND PROPERTY INSURANCE PROPOSALS AND REMAIN WITH OUR CURRENT INSURANCE CARRIERS; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

John Steinbrink:

Thank you, Kathy.

**F. Receive report on the Village's upgraded ISO Public Protection Classification.**

Doug McElmury:

Well, two weeks ago this evening I received a very good envelope in the mail. I like getting those envelopes, and it was from the insurance services office who wanted to give us the results of our recent re-evaluation that was done. It actually started last November. They come out, they collect the data, it then goes back to their office and they kind of digest the data and compare with everything else they have, and they come out with a new rating. We were fortunate in 2011, one of the last things that Chief Guilbert went out on a high note, he was able to get us from a 4 down to a 3. The lower the number the better the rating. So that was spectacular.

We had quite the surprise here when I opened up the thing. We actually went from a 3 to a 2 which puts us in a very small group of departments. There's 750 departments nationwide that are a class 2, and there's only 60 that are in class 1. So we were very fortunate to get there. So 1.65,

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of over 49,000 departments we're in a small group. This will go into effect on the 1st of June this year and it may or may not have an effect on your insurance. Not all companies use the ISO's rating schedule. Some do, some have their own. Some may look at the ISOs. They may not subscribe to it, but they may look at that for information and then utilize their own information also. So we're not sure what exact impact this will have on the individual homeowner or small business or even large business rates. So that's up to the individual insurance companies.

But basically just to kind of explain what happened and why it went down, two big things actually that the Board and Mike put together here a few years ago. In 2012 when we increased our staffing we went from a maximum on duty staffing of six, three in each station, and we bumped it up to eight, four in each station. That had a significant impact on our response to calls.

There are point values for everything. So basically from a staffing standpoint there's a total of 15 points available. In 2011 we got 4.8 of those 15 points. And this year we got 9.17. So we went from 32 percent of the possible points up to 61 percent, so an increase of 29 percent. So that's significant. That had a huge impact on our rating going from a 3 to a 2. The other thing a little bit more minor was the training. We were at 6.91 out of 9 points. We bumped that up to 7.62 of 9. So from 77 percent of the possible points to 85 percent of the possible points, so an improvement of 8 percent.

This is just a historical thing where we've come from. Prior to 1993 we had a rating of class 7 which was pretty typical of departments of our size and also within Kenosha County. In '93 we did a significant re-evaluation, and it was actually done in two parts. Village-wide was done, and then the 5 is in what they call the non-hydranted areas. So when you don't have fire hydrants you need to demonstrate to the ISO that you can haul water and that you can actually put it in the portable tanks and get the water out quickly and apply that to the fire. And not only do you need to do it quickly, you need to sustain that flow.

So we actually did this, and it was actually on behalf not only for us but the entire county benefitted from that. Any other department that was going through an ISO rating got to use some of those things. At the time we were one of only three departments in the State of Wisconsin to get down to a 5. So that was a huge deal to get down to a 5 in our non-hydranted area.

In 2005 they reclassified us because our water system had expanded so much, and it wasn't too far of a drive to get to hydrants to refill tankers. They say, you know what, the entire Village is now a 4. So that was a windfall because that's a major cutoff in the insurance business. Once you get a 4 and below that was the major cutoff for insurance. And in 2011, as I mentioned, we went to a 3, and now to a 2. So if you have any questions?

Michael Serpe:

This is just great news, Doug. I just was curious, did the ISO give you credit for putting a fire out in your own fire station?

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Kris Keckler:

That's where they lost points.

Mike Pollocoff:

This really helps us when we're talking to prospective companies that are looking to locate in here. I remember explaining away the class 7 one. But 2 it gets their attention. They know we have everything lined up and we've got a good setup.

Kris Keckler:

I have some questions. I think this is phenomenal. I think it was a very good report and so mine are only clarification questions, and whether or not you want to do it now or at the end. Some of the upcoming improvements that were identified in the budget to improve the services how they might lend themselves to improving this report overall. My first question, though, has to do under Section 431 or 2, the credit for dispatch circuits. On the summary page we earned .83 out of a possible credit available of 3 points. That was the summary page on page 7. But when I read the details based off of that it was a little confusing because on page 11 where it explained about the dispatch circuits and the monitoring and integrity of them it said there are a possible .9 points available.

Doug McElmury:

Well, one of the unique things that we have, because actually not only is our dispatch center rated, Kenosha County Joint Services is rated because they're the ones that take the initial 9-1-1 calls. So most of these points actually are a result of the Joint Services 9-1-1 center, not our dispatch. So unfortunately we don't have much control over what they rate and don't rate there.

Kris Keckler:

And this is only if you knew it offhand, it just seemed confusing because on one part it's saying we are a .83 out of a possible .9, but another area it said it was out of 3 points. So I didn't know if there was a discrepancy on how they did the point calculation or if there was an error on your part.

Doug McElmury:

Let me just look to see where you're looking at. And you're looking at?

Kris Keckler:

On page 11 the last paragraph right above the item 432 where it says our credit for dispatch circuits was .83. The paragraph right above it says it's out of a possible .9. But on the summary it says --

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Doug McElmury:

On the summary it says 3. You know, I can check with ISO on that and find out. That is a good question.

Kris Keckler:

And maybe we get some points for that.

Mike Pollocoff:

We're on our way to 1.

Kris Keckler:

I deal with the state a lot of times on reports like these, and it's always fun to find errors that they make. You don't get credit really for anything. And so, okay, you already elaborated on the Joint Services piece with that. And I know we identified a couple things on the upcoming budget to help expand some of these services and improve telecommunications and efficiency. Anything that you see this year that might impact future reports or evaluations?

Doug McElmury:

I think one of the things that we've talked about is some of our improvements with telecommunications, more of the ISO rating will be based on our dispatch. So we have more control over that. When we do that then inherently we can get those numbers up. When you start dealing with a county agency and ours we can't really dictate to Joint Services what you do and don't do. I know they're in the process right now of updating their CAD software so that should help some of these numbers in the interim. We probably won't be re-evaluated for a minimum of three to five years. So depending upon how far we get we can look then at what we've done and that could potentially help us. I would imagine, too, updating the CAD system downtown will not hurt us at all either. There are a lot of new capabilities.

Kris Keckler:

I think it's a very good report and thank you for presenting it.

Doug McElmury:

Thanks. Anybody else?

John Steinbrink:

Any other questions for the Chief? Thank you, Chief.



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Doug McElmury:

Thank you.

John Steinbrink:

We had a motion and a second?

Kris Keckler:

Move to accept the ISO recommendation and report.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Kris, second by Steve for accepting of the ISO report. Any other discussion?

**KECKLER MOVED TO ACCEPT THE REPORT ON THE VILLAGE'S UPGRADED ISO PUBLIC PROTECTION CLASSIFICATION; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

**G. Consider Resolution #15-09 Opposing Elimination of Local Government Property Insurance Fund.**

Mike Pollocoff:

Mr. President, we've already talked somewhat about this. I think that this resolution we're recommending since this is part of the state budget, it's not a state financial matter because the state isn't spending money on it, that we respectfully ask that they take a look at this again and not eliminate this fund. Or if they feel that there's some work that needs to be done on it establish a legislative review committee to take and review what needs to happen. But I think right now to just eliminate this and throw all the municipalities and school districts and counties that are using this fund for their property insurance and not really having a solid plan for what the remedy is going to be isn't where we want to be. So I'd recommend that Resolution 15-09 be adopted as presented and be forwarded to a legislative delegation.

Steve Kumorkiewicz:

Make a motion to adopt Resolution 15-09.

Michael Serpe:

Second.

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John Steinbrink:

Motion by Steve, second by Mike. Further discussion?

Steve Kumorkiewicz:

We discussed that last Saturday, county government.

John Steinbrink:

I think you explained it quite well, Mike, and I hope somebody listens. We have a motion and a second.

**KUMORKIEWICZ MOVED TO ADOPT RESOLUTION #15-09 OPPOSING ELIMINATION OF LOCAL GOVERNMENT PROPERTY INSURANCE FUND; SECONDED BY SERPE; MOTION CARRIED 4-0.**

**H. Consider Resolution 15-10 Opposing County Assessment Proposal in the State Budget Bill.**

Mike Pollocoff:

I'd like Rocco to present this resolution. Rocco has been deeply involved in how this thing was being evaluated came about. So Rocco?

Rocco Vita:

Rocco Vita, 9915 39th Avenue. I'm the Village's Real Estate Analyst and your Statutory Assessor. Governor Walker does have an ill conceived plan in his 2015-17 budget proposal to strip the authority of assessments from the municipalities and deposit it with the counties. That in itself isn't all that problematic, although a lot of people don't like to give up the local control. This proposal requires that every property gets revalued every year in every municipality. And to fund this proposal the counties are able to use what -- they're able to invoice the municipalities based upon what the municipalities have paid during 2015.

So in Wisconsin 98 percent of the communities maintain their assessments from year to year. And when they become out of compliance they perform a revaluation. A revaluation is a full service project. It's about \$25 to \$30 a parcel in total cost. And it takes a great deal of staff and human resources to accomplish that. Most of the state doesn't do that. Most of the state pays about \$6 a parcel to just maintain assessments or assessed values until the time is necessary that they need to do a revaluation.

The Governor's plan says, well, we're going to take 95 percent of what the communities are paying today for this limited service, and we're going to give that to the counties and have the counties implement a full service which costs about 300 to 400 percent more than current costs.

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The bad part about this is the counties don't have the wherewithal or the funding to pay for it. They can only capture a portion of it from the communities. And they're under levy limits so they can't levy for the costs of the additional service. So they'll have to either siphon or scavenge it from existing county agencies which just isn't going to happen. So I think for the most part this plan is, like I said earlier, is ill conceived. There wasn't a lot of thought put into it prior to inserting it into the 2015-2017 budget. But there it is one step away from being law.

I'm urging the Board, and I'm urging other communities and other counties throughout the state to oppose this legislation. And we're hopeful that there is a legislative committee set up to deal with the concerns that the department has, the Department of Revenue has right now, with their seeming lack of ability to administer the state's assessment process or to police the assessment process as it exists.

Michael Serpe:

I have a question, John. Rocco, I have a couple questions. When the county gave up assessing in the '90s --

Rocco Vita:

1995.

Michael Serpe:

1995. How much money did the Village spend to take up the assessing with the Village of Pleasant Prairie?

Rocco Vita:

Well, right now our costs to operate our service, and we provide service to the Town of Salem, the Town Randall, the Town of Brighton. And at the beginning we even provided service to the Town of Wheatland and the Village of Twin Lakes. Our last audited budget I think was about \$18 or \$19 per parcel, okay? Under this scenario if Kenosha County created an assessor's office, all the communities would pay, and the county would be able to invoice each community 95 percent of what they paid in 2015.

We know that because our office provides the ability for us and our communities to have revaluations every two years that we're paid about \$18 or \$19 per parcel. Where as the Towns of Salem, Paris, the Villages of Bristol, the Town of Wheatland, the Villages of Silver Lake, Paddock Lake and Twin Lakes are all paying quite a bit less because they're only have revaluations very infrequently on an as needed basis. So when you don't have to provide a revaluation there's not a lot of resources spent in maintaining that old assessment.

So what happens is the county will invoice them 95 percent of a very low number and will invoice Pleasant Prairie, Salem, Randall and Brighton 95 percent of higher number. And the four of us will be subsidizing the assessment of process in the county for the rest of the county. So

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two things will happen. The county has to come up with the money from some other means, and they can't raise the levy to do that or they offer a half assed assessment service, and your service will suffer, and potentially the service in Somers and Bristol and Paris and Silver Lake, Paddock Lake Wheatland and Twin Lakes will increase a bit.

Michael Serpe:

What's the chance of this passing?

Rocco Vita:

Like I said it's one step away from being law because it's in the budget. As the time goes on I'm able to convince more and more people of the ill fated -- of the negative parts of this bill and how unrealistic it is to expect that you can fund a full service assessment function throughout the State of Wisconsin on 95 percent of a limited service budget. And I think it's resonating now with leadership at the state level. And I'm hopeful the outcome will be that there will be at least a legislative committee of legislators and stakeholders whether it's the League of Municipalities, counties association, towns' association to deal with the supposed concerns the State of Wisconsin has with the current assessment product in the State of Wisconsin.

There are a number of very good assessors providing very good service. Supposedly there are a couple of bad apples. And Governor Walker felt the best way to deal with this is to really shake up the world and just eliminate local assessing and institute it at a county level but is not providing any funding for it.

Michael Serpe:

So everything you have in house here would have to be transferred to the county?

Rocco Vita:

That's a possibility, correct, right.

Steve Kumorkiewicz:

And assessed every year.

Rocco Vita:

What's ironic is when there was county assessing the state paid for two thirds of it. The state then --the legislature decided to pull that funding from Kenosha County. They left the funding in for all of the other counties if they wanted to go county assessing, but they pulled that funding from Kenosha County. So then Kenosha County says, well, we're not going to pay for it, so they dumped it onto municipalities. I shouldn't say dump it, they gave it to the municipalities to start over again.

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Now the legislature, or not the legislature but the Governor wants the legislature to approve his budget which takes it away from the municipalities and puts it right back at the county level without any funding. That's the big key, there is no funding for it.

Mike Pollocoff:

The thing about assessing, too, is Rocco when he's going through the assessment process and maintaining our property value system there's a few things we want to do. One is we want to protect the tax base from being undervalued or being overvalued and especially take a community like Pleasant Prairie that's really diverse, we have a lot of commercial, we have a lot of manufacturing. Look at all the neighborhoods in the Village. I mean there's really a big span. And you want to make sure that everybody is being assessed equally.

As Rocco said, if you take it and you shift this to the county with inadequate funds it's a lot of work to get it to that point, and you have people challenge you. I mean it's everybody's right to challenge their property tax assessment, but if that office isn't staffed appropriately, they don't have the resources to do it, what ends up happening is those challenges will probably -- it's harder and harder to answer them because they're expensive and they're time consuming. And especially you take a county like Kenosha County it's not just Pleasant Prairie, it's the City of Kenosha.

Soon you'll have I think industrial development in the Town of Salem, and there are a lot of things going on. And it's a lot of work to make sure that each community's tax base is protected in a way that everybody is treated equally. And that is a lot of work. And at times you end up going to court to defend assessments to make sure there is equity in what we do. And this is just saying it's kind of [inaudible] you can always do more with less. But sometimes when you do less in this case what's going to happen is the people who are going to get hurt first are the residential taxpayers when a community or the county is not able to keep up with the inputs and the demands that well heeled, well lawyered property owners are going to do to a community they can't staff up in response to it. So the very people that you would think that they're trying to help are really going to be the victims of what ends up being an inadequate system.

Rocco Vita:

I might add that if you move the level of service one step away you lose a certain amount of service that's integrated into your management team. For instance, the State of Wisconsin values our manufacturing properties in the Village. They value all the manufacturing properties throughout the state. They invoice the Village \$13,900 to value 36 properties in the Village. That's about \$400 for each property. That's half of their cost. And yet when we try to project for a TID, when we try to talk about development, if we want to ask the department for insight and what they think manufacturing values are going to do going forward so we have an understanding basis we don't get them. They're not part of our administrative team.

And right here myself and my staff are part of the Village's administrative team in helping charter this ship through the waters. We move to the county we may even be employees of the county. But it's very difficult for the county to find the time to allow their staff to be incorporated into the

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management of a smaller jurisdiction. I think that's really what people dislike about losing that local control. Now, the thing about losing local control and having local control is taking local responsibility to perform the service as it should be. And there are instances in the state where some local municipalities aren't taking on the responsibility. Here the Village has shown a great deal of fortitude in providing for an office, and it takes the assessment process very seriously. And we take on that responsibility seriously and put out a good product.

Michael Serpe:

This is a nightmare.

Steve Kumorkiewicz:

[Inaudible] doesn't want this [inaudible]. According to [inaudible] he mentioned something about this [inaudible]. According to him it's not going to happen. I don't trust him.

Kris Keckler:

I have to deal with scenarios like this in my day job with some of the emerging school accountability bills, and to help combat them I have to take the approach of who benefits in those scenarios and to help try and bring awareness. And this certainly isn't to politicize this question. But this isn't my realm so to speak as much as it is yours. But can you easily identify who benefits in this scenario?

Rocco Vita:

The only answer to who benefits from this is if every parcel has a market value every year. So if every community maintains market value assessments every year, the Department of Revenue's Bureau of Equalization will be able to cut about 30 staff members. That really was the driving force behind this because all agencies have been told they need to cut staff. Well, the Department of Revenue is not going to cut it from income tax. In fact, they're asking to add staff from income tax. They're not going to cut it from sales tax. They've identified the capability to eliminate 30 positions give or take if every community is at market value. There's no need for that equalization process.

So how do you get everybody at 100 percent? If the municipalities aren't willing to do it you shift it to the county. The counties are willing to take on that responsibility. They thought they had a plan here. They thought they even had it funded, but apparently there aren't enough people in the Department of Revenue that understands the full process. They didn't fully realize that the costs would be a lot more in providing that full revaluation service compared to what's being provided now, that limited data maintenance service. Really the State of Wisconsin benefits. They're the only benefactors.

Kris Keckler:

But at a greatly reduced level of service at the local level in that regard.

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Rocco Vita:

Well, as planned it's a much greater service but they haven't provided any funding. So the question is how do the counties -- the counties are left holding this bag. They're obligated to provide this HR intensive service, but only the funding of a very limited service. So how do they solve that issue? They can't raise their levy, and so they're going to have to either siphon the funds or scavenge the funds from existing county agencies. It's really an unrealistic and unworkable plan.

Kris Keckler:

Alright, thank you.

Michael Serpe:

I have a question. Rocco, there's a move afoot by some big companies to challenge the assessment in the municipalities, and there was a big article in the *Journal Sentinel*. If that were to happen in Pleasant Prairie, let's say four companies challenge their assessment in the Village, and now we have county assessing, how would they bill out -- would they bill the municipality where that challenge takes place? Or would that come from everybody in the county to pay that legal fee?

Rocco Vita:

That would be a county expense so everybody would pay.

Michael Serpe:

And what I'm getting to is Paris, Bristol, Wheatland they don't have what we have here, but they're going to pay a bigger share of assessing if the county is going to levy or charge --

Rocco Vita:

The county has to decide whether they will defend the value or whether they'll simply negotiate out.

Michael Serpe:

And that's a good point. And if they elect not to challenge or not to fight the challenge the taxpayers are going to get heavy.

Rocco Vita:

Especially if the property is within a TID.

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Steve Kumorkiewicz:

You know here's a case I'll never forget. I was talking to Mike, too. When we went from county assessment to local assessment here with Rocco one of the [inaudible] here in the Village was \$600,000 below the assessment. I'm correct?

Mike Pollocoff:

I don't think it was that high.

Steve Kumorkiewicz:

How much was that?

Michael Serpe:

I hope people pay attention to what's going on. I would move approval of Resolution 15-10.

Rocco Vita:

I don't have that number.

Kris Keckler:

Second.

John Steinbrink:

Motion by Mike, second by Kris. Any discussion?

Steve Kumorkiewicz:

I just wanted to make a point what happened.

John Steinbrink:

Alright.

**SERPE MOVED TO ADOPT RESOLUTION 15-10 OPPOSING COUNTY ASSESSMENT PROPOSAL IN THE STATE BUDGET BILL; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

John Steinbrink:

Thank you, Rocco.



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**I. Consider Ordinance #15-11 to amend Chapter 75 of the Municipal Code relating to Officers and Employees.**

Mike Pollocoff:

Mr. President, we acted on this item -- really we acted on half the item at the last meeting concerning the pay for the Municipal Court. And after that was done Justice Ginkowski advised us that we recodification there was two spots, and we missed on both of them. And in the second one there was a provision that provides where there's going to be two sessions per year where the Judge is entitled to be out and away from that court. And since he's paid per session he would be able to secure those funds for that vacation time. So I'd recommend that Ordinance 15-11 to amend Chapter 75 of the ordinance be adopted as presented.

Steve Kumorkiewicz:

So moved.

Kris Keckler:

Second.

John Steinbrink:

Motion by Steve, second by Kris. Any discussion?

**KUMORKIEWICZ MOVED TO ADOPT ORDINANCE #15-11 TO AMEND CHAPTER 75 OF THE MUNICIPAL CODE RELATING TO OFFICERS AND EMPLOYEES; SECONDED BY KECKLER; MOTION CARRIED 4-0.**

**J. Consent Agenda**

- 1) **Approve Operator License Applications on file.**
- 2) **Approve a New Agent for the Olive Garden Restaurant Liquor License.**
- 3) **Approve a New Agent for the Cheddar's Restaurant Liquor License.**

Michael Serpe:

Move to approve.

Steve Kumorkiewicz:

Second.

John Steinbrink:

Motion by Mike, second by Steve. Any additions, discussions to the consent agenda?

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**SERPE MOVED TO APPROVE CONSENT AGENDA ITEMS 1-3; SECONDED BY KUMORKIEWICZ; MOTION CARRIED 4-0.**

8. **VILLAGE BOARD COMMENTS – None.**
9. **CONSIDER ENTERING INTO EXECUTIVE SESSION PURSUANT TO SECTION 19.85(1)(E) TO DELIBERATE OR NEGOTIATE THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION.**

**SERPE MOVED TO ENTER INTO EXECUTIVE SESSION; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; KUMORKIEWICZ – AYE; KECKLER – AYE; SERPE – AYE; MOTION CARRIED 4-0.**

John Steinbrink:

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

10. **RETURN TO OPEN SESSION AND ADJOURNMENT.**

After discussion, **SERPE MOVED TO RETURN TO OPEN SESSION AND ADJOURN THE MEETING; SECONDED BY KUMORKIEWICZ; ROLL CALL VOTE – STEINBRINK – AYE; KUMORKIEWICZ – AYE; KECKLER – AYE; SERPE – AYE; MOTION CARRIED 4-0 AND MEETING ADJOURNED AT 7:55 P.M.**



March 23, 2015

Florence Vaccarello Dunkel  
14 Indian Paintbursh Dr.  
Bozeman, MT 59718

**RE: NOTICE FOR PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL  
PARCEL NUMBER: 92-4-122-234-0131**

The Village Board will conduct a public hearing on **Monday, April 6, 2015, at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction of 461 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road; 454 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 100<sup>th</sup> Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39<sup>th</sup> Avenue.

**PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL**

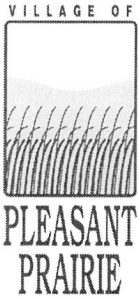
This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct a water main project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing as well as the assessment report.

If you have any further questions or require any additional information, please call the Village Engineer, Matt Fineour, P.E., at (262) 948-8951 or myself at (262) 925-6721.

A handwritten signature in black ink that reads "Michael R. Pollocoff". The signature is written in a cursive style with a prominent "M" and "P".

Michael R. Pollocoff  
Village Administrator

Enc.



March 23, 2015

Stanich & Stanich LLC  
1830 27<sup>th</sup> Avenue #300  
Kenosha, WI 53140

**RE: NOTICE FOR PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL  
PARCEL NUMBER: 92-4-122-231-0100**

The Village Board will conduct a public hearing on **Monday, April 6, 2015, at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction of 461 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road; 454 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 100<sup>th</sup> Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39<sup>th</sup> Avenue.

**PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL**

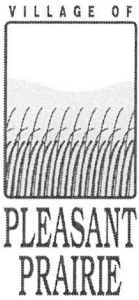
This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct a water main project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing as well as the assessment report.

If you have any further questions or require any additional information, please call the Village Engineer, Matt Fineour, P.E., at (262) 948-8951 or myself at (262) 925-6721.

A handwritten signature in black ink that reads "Michael R. Pollocoff". The signature is written in a cursive style with a horizontal line under the name.

Michael R. Pollocoff  
Village Administrator

Enc.



March 23, 2015

Prairie Place LLC  
6400 Shafer Ct., Ste. 325  
Rosemont, IL 60018

**RE: NOTICE FOR PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL  
PARCEL NUMBERS: 92-4-122-234-0015, 92-4-122-234-0104, 92-4-122-234-0115,  
92-4-122-234-0116 AND 92-4-122-234-0117**

The Village Board will conduct a public hearing on **Monday, April 6, 2015, at 6:00 p.m.** in the Auditorium at the Village Hall, 9915 – 39<sup>th</sup> Avenue. This public hearing will be the last meeting to be held concerning construction of 461 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road; 454 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 100<sup>th</sup> Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39<sup>th</sup> Avenue.

**PUBLIC HEARING APRIL 6, 2015, 6:00 P.M. VILLAGE HALL**

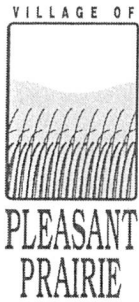
This is the residents' opportunity to comment on the proposed project, prior to the Village Board making their decision to levy a special assessment to construct a water main project. If you cannot attend the hearing, please submit your written comments ahead of time to be considered by the Board. Enclosed you will find the official notice required by Wisconsin Statutes notifying you of the time and place of the public hearing as well as the assessment report.

If you have any further questions or require any additional information, please call the Village Engineer, Matt Fineour, P.E., at (262) 925-6729 or myself at (262) 925-6721.

A handwritten signature in black ink that reads "Michael R. Pollocoff".

Michael R. Pollocoff  
Village Administrator

Enc.



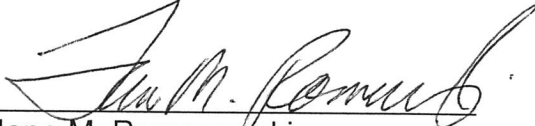
## NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

**PLEASE TAKE NOTICE** that the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin has adopted a preliminary resolution declaring its intention to exercise its police power to levy special assessments pursuant to section 66.0703, Wis. Stats., upon property within the following proposed assessment district for benefits conferred upon the property for construction of 461 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 97<sup>th</sup> Street and Springbrook Road; 454 linear feet of sanitary sewer along 39<sup>th</sup> Avenue between 100<sup>th</sup> Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39<sup>th</sup> Avenue, in the Village of Pleasant Prairie.

A report, the estimated cost of improvements and a schedule of proposed assessments are on file at the Pleasant Prairie Village Hall, 9915 39th Avenue, and may be inspected there during any business day between the hours of 8:00 a.m. to 5:00 p.m.

You are further notified that the Governing body will hear all interested persons, or their agents or attorneys, concerning matters contained in the preliminary resolution authorizing the assessments and the above described report **at 6:00 p.m. on the 6<sup>th</sup> day of April, 2015** in the Pleasant Prairie Village Hall. All objections will be considered at this hearing and thereafter the amount of the assessments will be finally determined.

Dated this 23<sup>rd</sup> day of March, 2015.

  
Jane M. Romanowski  
Village Clerk

Published: March 23, 2015

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## ASSESSMENT REPORT

### 39<sup>TH</sup> AVENUE RECONSTRUCTION PROJECT WATER MAIN AND SANITARY SEWER

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In accordance with the preliminary resolution of the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin adopted on February 2, 2015 with respect to special assessments to be levied on properties benefited by the 39<sup>th</sup> Avenue Reconstruction Project, the undersigned reports as follows:

1. Plans. Attached, as Schedule A, final plan/map for the improvements described above;
2. Cost of Improvements / Assessment Method & Rate Calculation. Attached, as Schedule B is an estimate of the entire cost of the improvements and the assessment rate calculation;
3. Schedule of Proposed Assessments. Attached, as Schedule C, is a schedule of proposed assessments against each parcel of property benefited by the improvements. I have found in making this report that each parcel listed on said Schedule C is benefited by the construction of the improvements;
4. The new improvements include sanitary sewer, water main and related appurtenances. The improvements will provide public water supply and sanitary sewer and protect the public health and welfare of the citizens of the community;

The assessments set forth on Schedule C were determined on the following basis:

- The assessment for the water main and sanitary sewer utilized the bid cost for the utility infrastructure and was based on front footage for water main and the ultimate service area for the sanitary sewer for those benefitting;

Dated this 19<sup>th</sup> day of March, 2015.



Matthew J. Fineour, P.E., Village Engineer

**RESOLUTION #15-12**

**FINAL RESOLUTION AUTHORIZING CONSTRUCTION OF PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY FOR THE CONSTRUCTION OF 461 LINEAR FEET OF SANITARY SEWER ALONG 39<sup>TH</sup> AVENUE BETWEEN 97<sup>TH</sup> STREET AND SPRINGBROOK ROAD; 454 LINEAR FEET OF SANITARY SEWER ALONG 39<sup>TH</sup> AVENUE BETWEEN 100<sup>TH</sup> STREET AND SPRINGBROOK ROAD; AND 439 LINEAR FEET OF WATER MAIN ALONG SPRINGBROOK ROAD WEST OF 39<sup>TH</sup> AVENUE IN THE VILLAGE OF PLEASANT PRAIRIE.**

**WHEREAS**, the Village Board of the Village of Pleasant Prairie, Kenosha County, Wisconsin, on the 2<sup>nd</sup> day of February, 2015, adopted a Preliminary Resolution #15-03 declaring its intention to levy special assessments pursuant to Section 66.0703, Wisconsin Statutes, upon the property benefited by the construction of 461 linear feet of sanitary sewer along 39th Avenue between 97th Street and Springbrook Road; 454 linear feet of sanitary sewer along 39th Avenue between 100th Street and Springbrook Road; and 439 linear feet of water main along Springbrook Road west of 39th Avenue in the Village of Pleasant Prairie.

**WHEREAS**, the Village Board held a public hearing at Pleasant Prairie Village Hall, 9915 39th Avenue, Pleasant Prairie, WI at 6:00 p.m. on the 6<sup>th</sup> day of April, 2015 for the purpose of hearing all interested persons concerning the preliminary resolution and the report relating to the proposed improvements and assessments, and heard all persons who desired to speak at the hearing; and

**WHEREAS**, the Village Board has examined the report relating to the improvements and assessments (including the schedule of proposed assessments contained therein) and has considered the statements of those persons appearing at the public hearing;

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Pleasant Prairie, as follows:

1. The report pertaining to the construction of the above described public improvements, including plans and specifications therefore, is determined to be correct and is finally adopted and approved.
2. The improvements will be carried out in accordance with such report, and payment for the improvements shall be made by assessing the cost to the property benefited as indicated in the report.
3. The assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed. The total amount assessed is \$314,267.90. The amount assessed against each of the affected properties is listed on Schedule C.



4. The assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
5. The property owners may defer payment of the special assessment for the municipal sanitary sewer improvements and/or water main improvements until connection is made to their property, at such time the property is subdivided and/or at such time, a building permit is issued. At the time, the property owner connects to the municipal sanitary sewer system and/or municipal water service, the property is subdivided and/or a building permit is issued, the entire assessment shall become due and payable.
6. The Clerk shall publish this resolution as a Class 1 Notice and mail a copy of this resolution and a statement of the final assessment against the benefited property to every interested person whose post office address is known or can with reasonable diligence be ascertained, including each property owner whose name appears on the assessment roll.

Passed and adopted this 6<sup>th</sup> day of April, 2015.

VILLAGE OF PLEASANT PRAIRIE

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John P. Steinbrink, Village President

Attest:

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Jane M. Romanowski, Village Clerk

Date Adopted:

Published:







## Schedule B - Project Cost

Proj Name: 39th Avenue Reconstruction Water Main and Sanitary Sewer

Project No. E-11-004  
Date: 3/18/2015

### Water Main Cost

No.	Qty	Units	Item	Unit Price	Total
1	530	LF	12-inch water main	\$111.72	\$59,211.60
2	30	LF	6-inch hydrant lead	\$147.26	\$4,417.80
3	2	EA	12-inch butterfly valve	\$1,848.39	\$3,696.78
4	2	EA	6-inch auxiliary hydrant valve	\$1,635.12	\$3,270.24
5	2	EA	Hydrant	\$4,285.83	\$8,571.66
Water Main:				Subtotal:	\$79,168
				10% Contingencies	\$7,900
				Engineering:	\$11,900
				<b>Total:</b>	<b>\$98,968</b>

### Sanitary Sewer Cost

No.	Qty	Units	Item	Unit Price	Total
1	964	LF	8-inch sanitary sewer	\$162.50	\$156,650.00
2	1	EA	Install outside drop on sanitary sewer manhole	\$21,505.33	\$21,505.33
3	61	VF	48-inch sanitary manhole	\$340.23	\$20,754.03
4	4	EA	External manhole seal	\$60.00	\$240.00
Sanitary Sewer:				Subtotal:	\$199,149
				10% Contingencies	\$19,900
				Engineering:	\$29,900
				<b>Total:</b>	<b>\$248,949</b>

**Schedule C - Assessment Schedule**

**39th Avenue Reconstruction Water Main and Sanitary Sewer  
Village of Pleasant Prairie**

Assessment Map Number	Property Owner and Parcel No.	Water Main			Sanitary Sewer			Net Benefits	Damages Awarded	Total Assessment
		Frontage Water Main (feet)	Assessment Rate (\$/ft)	Water Main Assessment	Service Area (acres)	Assessment Rate (\$/acre)	Sanitary Sewer Assessment			
1	92-4-122-231-0100	-	-	-	0.85	\$4,026.35	\$3,422.40	\$3,422.40	\$0.00	\$3,422.40
	Stanich & Stanich, LLC.									
	1830 27th Ave, #300									
	Kenosha, WI 53140									
2	92-4-122-234-0015	138	\$124.18	\$17,136.84	0.86	\$4,026.35	\$3,462.66	\$20,599.50	\$0.00	\$20,599.50
	Prairie Place, LLC.									
	6400 Shafer Ct, STE 325									
	Rosemont, IL 60018									
3	92-4-122-234-0104	-	-	-	13.85	\$4,026.35	\$55,764.95	\$55,764.95	\$0.00	\$55,764.95
	Prairie Place, LLC.									
	6400 Shafer Ct, STE 325									
	Rosemont, IL 60018									
4	92-4-122-234-0115	-	-	-	23	\$4,026.35	\$92,606.05	\$92,606.05	\$0.00	\$92,606.05
	Prairie Place, LLC.									
	6400 Shafer Ct, STE 325									
	Rosemont, IL 60018									
5	92-4-122-234-0116	-	-	-	1.85	\$4,026.35	\$7,448.75	\$7,448.75	\$0.00	\$7,448.75
	Prairie Place, LLC.									
	6400 Shafer Ct, STE 325									
	Rosemont, IL 60018									
6	92-4-122-234-0117	388	\$124.18	\$48,181.84	21.42	\$4,026.35	\$86,244.42	\$134,426.26	\$0.00	\$134,426.26
	Prairie Place, LLC.									
	6400 Shafer Ct, STE 325									
	Rosemont, IL 60018									
7	92-4-122-234-0131	-	-	-	1.91	\$4,026.35	\$7,690.33	\$7,690.33	\$0.00	\$7,690.33
	Florence Vaccarello Dunkel									
	14 Indian Paintbrush Dr									
	Bozeman, MT 59718-8337									
<b>TOTAL ASSESSMENTS</b>		<b>526.0</b>		<b>\$65,318.68</b>	<b>61.83</b>		<b>\$248,949.22</b>	<b>\$314,267.90</b>	<b>\$0.00</b>	<b>\$314,267.90</b>

## VILLAGE STAFF REPORT OF APRIL 6, 2015

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

Consider amendments to the **Comprehensive Plan (Ord. #15-12)** for the request of Leah Berlin on behalf of Kwik Trip, Inc. related to the proposed development of a Kwik Trip to be located at the southwest corner of STH 50 and CTH H: 1) to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property identified as Tax Parcel Number 91-4-122-081-0010 to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and 2) to update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

**Recommendation:** On March 23, 2015 the Plan Commission held a public hearing and approved Plan Commission Resolution #15-06 and recommended that the Village Board approve the amendments to the **Comprehensive Plan (Ord. #15-12)** as presented.

Consider the request of Leah Berlin on behalf of Kwik Trip, Inc. for approval of a **Certified Survey Map** to combine two parcels related to the proposed development of a Kwik Trip to be located at the southwest corner of STH 50 and CTH H (Tax Parcel Numbers 91-4-122-081-0010 and 91-4-122-081-0105).

**Recommendation:** Plan Commission recommends that the Village Board approve the **Certified Survey Map** as presented in the Village Staff Report of April 6, 2015.

Consider approval of a **Zoning Map and Zoning Text Amendments (Ord. #15-13 and #15-14)** for the requests of Leah Berlin on behalf of Kwik Trip, Inc. for the proposed Kwik Trip gasoline, convenience store and car wash facility to be located at the southwest corner of 75<sup>th</sup> Street (STH 50) and 88<sup>th</sup> Avenue (CTH H) to rezone Tax Parcel Number 91-4-122-081-0010 from the B-2 (UHO), Community Business District with an Urban Landholding Overlay District to the B-2 (PUD), Community Commercial District with a Planned Unit Development Overlay District so that both properties being developed for the proposed Kwik Trip will have the same zoning designations. In addition, a Zoning Text Amendment is requested to amend the existing Prairie Ridge Planned Unit Development to include the entire Kwik Trip property within the PUD (Tax Parcel Numbers 91-4-122-081-0010 and 91-4-122-081-0105).

**Recommendation:** On March 23, 2015 the Plan Commission held a public hearing and recommended that the Village Board to approve the **Zoning Map and Text Amendments (Ord. #15-13 and #15-14)** as presented.

The petitioner is requesting approval to develop a 2.9 acre site for 10,150 square foot Kwik Trip gasoline dispenser (26 pumps) and convenience store with an attached car wash facility at the southwest corner of STH 50 and CTH H. As a condition of the Conditional Use Permit including Site and Operational Plans that were conditionally approved by the Plan Commission on March 23, 2015 the following other approvals are required: amendments to the Village 2035 Comprehensive Plan, a Certified Survey Map, a Zoning Map Amendment and Text Amendment.

**2035 Comprehensive Plan Amendments (Exhibit A-Ord. #15-12):** On December 19, 2009 the Village Board adopted the *Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan*. The 2035 Comprehensive Land Use Plan Map 9.9 sets forth the generalized land use designations of the Village and shall be consistent with other components of the Comprehensive Plan and shall also be consistent with the Village Zoning Map. The following amendments to the Comprehensive Plan are being proposed:

- a. to amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property identified as Tax Parcel Number 91-4-122-081-0010 to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and
- b. to update Appendix 10-3 of the Village 2035 Comprehensive Plan to reflect the above noted changes to the 2035 Land Use Plan Map 9.9.

**Zoning Map Amendment (Exhibit B is the application and Exhibit B-1 is the proposed Zoning Map Amendment-Ord. #15-13)** to rezone the northern property (Tax Parcel Number 91-4-122-081-0010) from the B-2 (UHO), Community Business District with an Urban Landholding Overlay District to the B-2 (PUD), Community Commercial District with a Planned Unit Development Overlay District is proposed so that both properties being developed for the proposed Kwik Trip will have the same zoning designations and the zoning will be consistent with the 2035 Land Use Plan.

**Zoning Text Amendment (Exhibit B is the application and Exhibit C is the proposed PUD Amendment-Ord #15-14):** On May 15, 2000 the Village Board adopted Ord. #00-43 to create the Prairie Ridge PUD and which has been amended by Ord. #07-28, Ord. #14-20 and Ord. # 14-22). This PUD is the general PUD over the Prairie Ridge Commercial area and allows for the "Nonresidential development identification signs" to be located within dedicated entry monument easements and to include the names of commercial businesses within Prairie Ridge commercial development area. This PUD also provides for specific sign requirements for Prairie Ridge Market Place located at 9000, 9020 and 9080 76<sup>th</sup> Street.

The PUD amendment (**Exhibit C**) is proposed to include the parcel outside of the Prairie Ridge Subdivision Plat at the southwest corner of STH 50 and CTH H (Tax Parcel Number 91-4-122-081-0010), which is proposed to be combined with the adjacent parcel to the south known as Outlot 18 of the Prairie Ridge Subdivision and further identified as Tax Parcel Number 91-4-122-081-0105.

In addition, the PUD will allow for this triple frontage lot development to have two (2) primary monument signs subject to the following conditions as specified in the PUD and as noted below:

- (1) One Primary Monument Sign is required; however two Primary Monument Signs will be allowed. One sign is allowed to be adjacent to STH 50 and the other sign will be at the northwest corner of CTH H and 76<sup>th</sup> Street.
- (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
- (3) The following is allowed for the Primary Monument Sign adjacent to STH 50:
  - (a) Maximum area: 90 square feet per face
  - (b) Maximum height: 10 feet

- (4) The following is allowed for the Primary Monument Sign at the northwest corner of CTH H and 76<sup>th</sup> Street:
  - (a) Maximum area: 60 square feet per face
  - (b) Maximum height: 6 feet
- (5) Minimum setback distance for Primary Monument Signs: 15 feet from any public street or highway right-of-way line.
- (6) Each sign shall include the street address of building including the street number(s) and the name of the street, but such address may be placed on the base of the sign (where the address 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.
- (10) The base of the sign shall:
  - (a) Have a height that does not exceed the vertical dimension of the sign display.
  - (b) 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.

**Certified Survey Map (*Exhibit D*):** The CSM proposes to combine both property Tax Parcel Numbers 91-4-122-081-0010 and 91-4-122-081-0105 for the development of the site. The CSM shows existing easements, dedicates additional easements on the property to be developed with a for 10,150 square foot Kwik Trip gasoline dispenser and convenience store with an attached car wash facility at the southwest corner of STH 50 and CTH H. All of the existing structures, pavement, gravel and driveway on the northernmost property will be removed. Proper razing permits shall be obtained from the Village prior to their removal. The recorded 40 foot shared ingress, egress, cross access and maintenance easement for vehicular and pedestrian traffic, referred to as a Cross Access and Maintenance Easement shall be provided. The Easement must detail ownership and financial responsibilities for maintenance of the driveway including maintaining, repairing and replacing the driveway, signage, and pavement markings, landscaping and snow plowing. The Easement has been provided to the Village for review. Said Easement shall be finalized, executed and recorded as referenced on the CSM prior to issuance of building permits for the Kwik Trip facility.

As noted above the Plan Commission conditionally approved the Conditional Use Permit including Site and Operational Plans and Digital Security Imaging System (DSIS) Agreement and Access Easement for this development. Specifically, to develop a 2.9 acre site (Lot 1 of the proposed CSM) to construct a 10,150 square foot Kwik Trip gasoline dispenser and convenience store with an attached wash facility at the southwest corner of STH 50 and CTH H. The storm water facilities for the development of this site are draining to the existing detention (dry) basin at the southwest corner of CTH H and 76<sup>th</sup> Street, which was originally designed to accommodate the storm water for this site as part of the Prairie Ridge development. However, since the development of Prairie Ridge, the Wisconsin Department of Natural Resources (DNR) has modified its regulations (2004), and they now require sites to meet water quality standards. This existing detention (dry) basin is proposed to be converted to a retention (wet) basin by deepening it an additional five feet of depth to comply with the DNR water quality requirements. (See ***Exhibit E*** for a copy of the plans.)

As a condition of this Conditional Use Permit, Kwik Trip 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 entrance to the site with a Digital Security Imaging System (DSIS) in accordance with the requirements of Chapter 410 of the Village Municipal Code. See **Exhibit F** for a copy of the DSIS Agreement and Easement as conditionally approved by the Plan Commission.

## RECOMMENDATIONS

On March 23, 2015 the Plan Commission held a public hearing and approved Plan Commission Resolution #15-06 and recommended that the Village Board approve the amendments to the **Comprehensive Plan (Ord. #15-12)** as presented.

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

1. The **attached** changes to be made to the CSM. (**Exhibit D-1**)
2. The draft Cross Access Easement shall be modified and submitted for Village review. The Easement shall be clarified to address financial responsibilities and obligations for maintenance of the public access driveway including the repairing, replacing of the driveway pavement/curb and gutter, storm sewer, signage, lighting, and pavement markings, landscaping and snow plowing. The Easement shall be finalized, executed and recorded as referenced on the CSM and a copy provided to the Village prior to issuance of permits for the Kwik Trip facility. (Refer to comments from the Village Attorney on **Exhibit D-2**)
3. Any outstanding taxes or special assessments shall be paid prior to recording the CSM. According to the Village Finance Department, the following applies:
  - ✓ 2014 remaining property taxes - payable by 4/30/2015 (first installments were paid on 1/23/2015):
    - i. 91-4-122-081-0010 (\$3,846.09).
    - ii. 91-4-122-081-0105 (\$6,058.86).
  - ✓ STH 50 Transportation Special Assessment - Parcel 91-4-122-081-0105 has a STH 50 Transportation Special Assessment in the amount of \$151,588.80 that is due at the time of sale, transfer or development of the parcel.
  - ✓ Impact Fee - \$1.94/per \$1,000 of assessed value payable at the time building permits issuance.
  - ✓ Sewer Connection Fee--\$1,600/per residential unit equivalent, which is based on the water meter size so it would be invoiced at the time the water meter is requested.
4. 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's approval and prior to issuance of building permit.

On March 23, 2015 the Plan Commission held a public hearing and recommended that the Village Board to approve the **Zoning Map and Text Amendments (Ord. #15-13 and #15-14)** as presented.



1626 Oak St. • P.O. Box 2107 • La Crosse, WI 54602-2107  
 Phone 608-781-8988 • Fax 608-781-8960 • www.kwiktrip.com

Kwik Trip, Inc.



February 13, 2015

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

**RE: Kwik Trip at the Southwest Corner of STH 50 & CTH H**

Dear Ms. Werbie-Harris:

This letter is intended to accompany our submittal for our application to the Village of Pleasant Prairie for the requested Comprehensive Plan Amendment, Certified Survey Map, Zoning Map and Text Amendment, Site and Operational Plan and Conditional Use Permit for our proposed project at the at the Southwest Corner of STH 50 & CTH H (aka northwest quadrant of 76<sup>th</sup> St and 88<sup>th</sup> Avenue). Please accept this letter as our request for a Comprehensive Plan Amendment to remove the Urban Reserve Designation from Tax Parcel Number 91-4-122-081-0010 from the Village Comprehensive Land Use Plan. This parcel currently is used as a small number of rental housing units.

Kwik Trip, Inc. is proposing the construction of a convenience store with car wash and fueling facility at the currently undeveloped site. Included in the submittal are copies (full, 11x17) of the existing conditions plan, site plan, keynote plan, grade and erosion control plan, utility plan, SWPPP, details, landscape plan, photometric plan, convenience store building elevations and fuel canopy elevations. Lastly, the storm water management calculations are also attached.

Operations

The requested hours of operation will be from 5 am to Midnight for all uses. The type of products that will be sold will be similar to that of our existing stores in southeast Wisconsin: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (two ice chests and one propane cage). To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed between 4am and Midnight.

Buildings, Architecture and Site Design



Our Mission: "To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life."

Kwik Trip & Kwik Star Stores • Tobacco Outlet Plus • Convenience Transportation, LLC • Hearty Platter Restaurants & Cafés



The site will include a fueling canopy, an integrated convenience store and car wash building, along with customer and employee parking, extensive landscaping, modern storm water facilities, monument and wall signage, concrete paving with curb and gutter, and a state-of-the-art building made with long lasting materials. The architectural elements (asphalt shingles, roof element added on fuel canopy, additional windows along the east and south façade, and stone on building and canopy columns) were custom designed for this location to fit in context with the Village's Prairie Ridge development. This site will be accessed from three internal driveways onto a private, shared access easement on the western edge of the parcels that leads to 76<sup>th</sup> Street. These driveways will provide an efficient circulation pattern for vehicles into and out of the site, as well as safe movements internally on the parcel. Lastly, the two underlying parcels that exist today will be combined into one lot via certified survey map.

#### Investment in the Village

This project will be a multi-million dollar investment in the Village of Pleasant Prairie. Not only in the physical improvements and redevelopment of a vacant and somewhat blighted site, but also an investment of approximately 25 to 30 new permanent jobs in the Village. The projected payroll here is estimated to be approximately \$500,000 annually.

#### Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk to or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. Importantly, customers with physical challenges welcome and utilize our ADA compliant stores and restrooms. Lastly, we take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits.

Kwik Trip would be happy to provide any additional information or answer any questions or concerns the Village of Pleasant Prairie may have with our submission. Please feel free to call Troy Mleziva (608 792 7443) or myself with any questions.

Sincerely,

Leah Nicklaus-Berlin  
Store Engineering  
608 793 6461

Bradford Fry  
Store Engineering  
608 793 6414



**ORD. # 15-12**  
**ORDINANCE TO AMEND**  
**THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN**  
**2035 COMPREHENSIVE PLAN**  
**PURSUANT TO CHAPTER 390 OF THE**  
**VILLAGE MUNICIPAL CODE**

**BE IT ORDAINED** by the Village of Pleasant Prairie Board of Trustees, Kenosha County, Wisconsin, that the Village of Pleasant Prairie, Wisconsin 2035 Comprehensive Plan is hereby amended as follows:

1. To amend the Village 2035 Land Use Plan Map 9.9 to remove the urban reserve land use designation from the property identified as Tax Parcel Number 91-4-122-081-0010 to ensure that both the Zoning Map and the Comprehensive Land Use Plan are consistent; and
2. To update Appendix 10-3 of the Village of Pleasant Prairie Wisconsin, 2035 Comprehensive Plan to include said amendment.

The Village Community Development Director is hereby directed to record these Amendments to the Comprehensive Plan on the appropriate pages of said Plan and to update Appendix A in Chapter 390 of the Village Municipal Code to include said amendments.

**Adopted this 6<sup>th</sup> day of April, 2015.**

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

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

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

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

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

Ord #15-12 Kwik Trip Prairie Ridge LU Amend





Filed 2/23 2015 Published 3/9 2015  
 Public Hearing 3/23 2015 3/16 2015  
 Fee Paid 2/20 2015 Approved \_\_\_\_\_ 20\_\_\_\_  
 Notices Mailed 3/5 2015 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 with UHO District(s) to B-2 with PUD District(s). The property petitioned to be rezoned is located at: 7510 88th Avenue and is legally described as follows: See attached (address)

Tax Parcel Number(s): 91-4-122-081-0010

The proposed use for this property is: Part of Kwik Trip Convenience Store

Petitioner's interest in the requested rezoning: Kwik Trip

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: 502 Pleasant Prairie WI LLC  
 Signature: [Signature]  
 Address: 1144 W. FULTON STREET  
CHICAGO IL 60607 #200  
 (City) (State) (Zip)  
 Phone: 312-759-5620  
 Fax: 312-759-5620  
 Email: D6Alowich@maaswct.com  
 Date: 2/21/15

**OWNER'S AGENT:**

KWIK TRIP INC.  
 Print Name: LEAH BERLIN  
 Signature: [Signature]  
 Address: 1426 Oak Street  
LaCrosse WI 54603  
 (City) (State) (Zip)  
 Phone: 608-793-1441  
 Fax: 608-781-8900  
 Email: lberlin@kwiktrip.com  
 Date: 2/20/15

**Proposed Rezone to B-2 Community Commercial District with "PUD" Planned Unit Development Overlay District (Current Zoning Proposed Rezone to B-2 Community Commercial District with "UHO" Urban Land Holding Overlay District)**

Parcel I: A parcel of land in the Northeast quarter of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, particularly described as commencing at the Northeast corner of Section 8 aforesaid; thence Southerly along the center line of the North and South Road 16 rods; thence Westerly parallel with the Lake Geneva Road, so-called, 10 rods; thence Northerly parallel with the North and South Road, 16 rods and to the center of the Lake Geneva Road, so-called; thence Easterly along the center line of the Lake Geneva Road, 10 rods, to the place of beginning, and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel II: Part of the Northeast Quarter of Section 8, Town 1 North in Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, and being more particularly described as follows: Beginning on the North line of the Northeast quarter of Section 8, Town 1 North in Range 22, at a point which is 165 feet West from the Northeast corner of said quarter section, and running thence West along and upon the North line of said quarter section, 165 feet; thence running South, parallel with the East line of said quarter section, 264 feet; thence running East, parallel with the North line of said quarter section, 165 feet; thence running North 264 feet to the place of beginning, EXCEPTING therefrom the North 33 feet thereof, falling within Highway 50.

EXCEPTING from the above parcels that certain parcel of land described in Award of Damages recorded in Volume 585 of Records, pages 337-8, as Document No. 429676.

Legal also described as:

All that part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Town 1 North, Range 22 East of the fourth principal meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly described as follows: Commencing at the Northeast corner of the said Northeast  $\frac{1}{4}$  section; thence South  $02^{\circ}49'58''$  East and along the East line of the said Northeast  $\frac{1}{4}$  section, 264.00 feet to a point; thence South  $89^{\circ}46'36''$  West and parallel to the North line of the said Northeast  $\frac{1}{4}$  section, 60.06 feet to a point on the West Right-of-Way line of 88th Avenue (C.T.H. H) and the place of beginning of land hereinafter described; Continuing thence South  $89^{\circ}46'36''$  West and along the North line of Outlot 18 of "Prairie Ridge" (A Subdivision Plat of Record) and being parallel to the said North line of the said Northeast  $\frac{1}{4}$  section, 269.94 feet to a point; thence North  $02^{\circ}49'58''$  West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast  $\frac{1}{4}$  section, 95.19 feet to a point on the South Right-of-Way line of 75th Street (S.T.H. 50); thence North  $87^{\circ}24'45''$  East and along the said South Right-of-Way line, 70.97 feet to a point; thence South  $74^{\circ}02'18''$  East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said 88th Avenue (C.T.H. H); thence South  $02^{\circ}49'58''$  East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast  $\frac{1}{4}$  Section 39.56 feet to the point of beginning of this description.

NOTE: Property Address: 7510 88th Avenue  
Tax Key No. 91-4-122-081-0010



H. LINE NE 1/4 SEC. 8-1-22 889°47'14"E 00 2840.64' (2)  
889°46'38"E 00 2840.77' (2)

NE CORNER  
SEC. 8-1-22  
CONC. MON.  
W/ BRASS CA  
N: 213,633.78  
E: 2,541,800.34  
ELEV: 767.28

**75TH STREET (S.T.H. "50")**  
WIDTH VARIES

OUTLOT 19  
DRAINAGE SERVICE CORPORATION  
OWNER: SERVICE INDUSTRIES, INC.

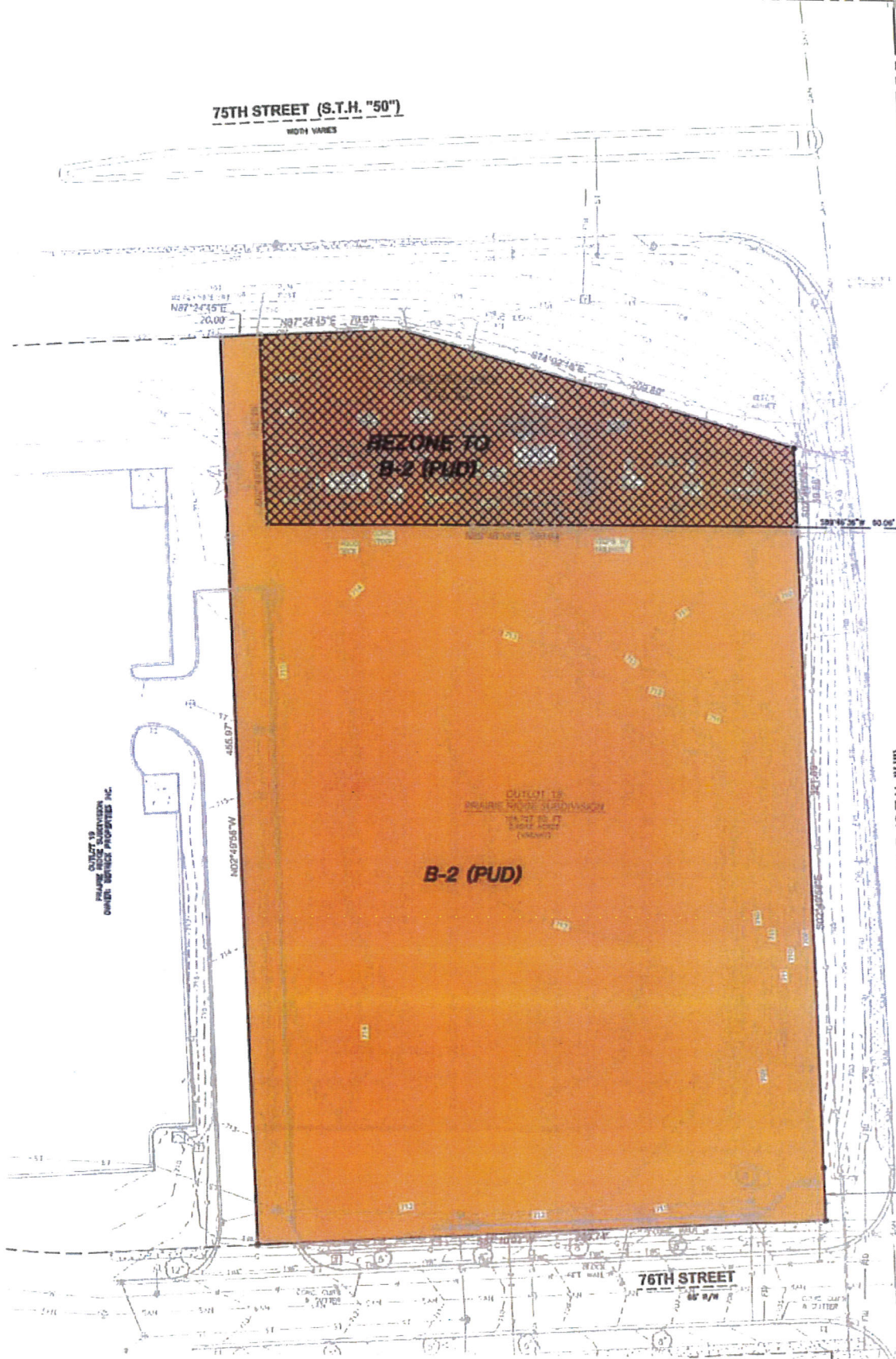
BEZONE TO  
B-2 (PUD)

OUTLOT 19  
DRAINAGE SERVICE CORPORATION  
OWNER: SERVICE INDUSTRIES, INC.

**88TH AVENUE (C.T.H. "H")**  
110' W/W

E. LINE NE 1/4 SEC. 8-1-22 889°46'38"E 00 2840.77' (2)

**76TH STREET**  
60' W/W



**Proposed Rezone to B-2 Community Commercial District with "PUD" Planned Unit Development Overlay District (Current Zoning Proposed Rezone to B-2 Community Commercial District with "UHO" Urban Land Holding Overlay District)**

Parcel I: A parcel of land in the Northeast quarter of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, particularly described as commencing at the Northeast corner of Section 8 aforesaid; thence Southerly along the center line of the North and South Road 16 rods; thence Westerly parallel with the Lake Geneva Road, so-called, 10 rods; thence Northerly parallel with the North and South Road, 16 rods and to the center of the Lake Geneva Road, so-called; thence Easterly along the center line of the Lake Geneva Road, 10 rods, to the place of beginning, and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel II: Part of the Northeast Quarter of Section 8, Town 1 North in Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, and being more particularly described as follows: Beginning on the North line of the Northeast quarter of Section 8, Town 1 North in Range 22, at a point which is 165 feet West from the Northeast corner of said quarter section, and running thence West along and upon the North line of said quarter section, 165 feet; thence running South, parallel with the East line of said quarter section, 264 feet; thence running East, parallel with the North line of said quarter section, 165 feet; thence running North 264 feet to the place of beginning, EXCEPTING therefrom the North 33 feet thereof, falling within Highway 50.

EXCEPTING from the above parcels that certain parcel of land described in Award of Damages recorded in Volume 585 of Records, pages 337-8, as Document No. 429676.

Legal also described as:

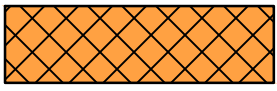
All that part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Town 1 North, Range 22 East of the fourth principal meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly described as follows: Commencing at the Northeast corner of the said Northeast  $\frac{1}{4}$  section; thence South  $02^{\circ}49'58''$  East and along the East line of the said Northeast  $\frac{1}{4}$  section, 264.00 feet to a point; thence South  $89^{\circ}46'36''$  West and parallel to the North line of the said Northeast  $\frac{1}{4}$  section, 60.06 feet to a point on the West Right-of-Way line of 88th Avenue (C.T.H. H) and the place of beginning of land hereinafter described; Continuing thence South  $89^{\circ}46'36''$  West and along the North line of Outlot 18 of "Prairie Ridge" (A Subdivision Plat of Record) and being parallel to the said North line of the said Northeast  $\frac{1}{4}$  section, 269.94 feet to a point; thence North  $02^{\circ}49'58''$  West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast  $\frac{1}{4}$  section, 95.19 feet to a point on the South Right-of-Way line of 75th Street (S.T.H. 50); thence North  $87^{\circ}24'45''$  East and along the said South Right-of-Way line, 70.97 feet to a point; thence South  $74^{\circ}02'18''$  East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said 88th Avenue (C.T.H. H); thence South  $02^{\circ}49'58''$  East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast  $\frac{1}{4}$  Section 39.56 feet to the point of beginning of this description.

NOTE: Property Address: 7510 88th Avenue  
Tax Key No. 91-4-122-081-0010





**LEGEND**

 **REZONE TO B-2 with PUD FROM B-2 with UHO**

Proposed Rezone to B-2 Community Commercial District with "PUD" Planned Unit Development Overlay District (Current Zoning Proposed Rezone to B-2 Community Commercial District with "UHO" Urban Land Holding Overlay District)

Parcel I: A parcel of land in the Northeast quarter of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, particularly described as commencing at the Northeast corner of Section 8 aforesaid; thence Southerly along the center line of the North and South Road 16 rods; thence Westerly parallel with the Lake Geneva Road, so-called, 10 rods; thence Northerly parallel with the North and South Road, 16 rods and to the center of the Lake Geneva Road, so-called; thence Easterly along the center line of the Lake Geneva Road, 10 rods, to the place of beginning, and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel II: Part of the Northeast Quarter of Section 8, Town 1 North in Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, and being more particularly described as follows: Beginning on the North line of the Northeast quarter of Section 8, Town 1 North in Range 22, at a point which is 165 feet West from the Northeast corner of said quarter section, and running thence West along and upon the North line of said quarter section, 165 feet; thence running South, parallel with the East line of said quarter section, 264 feet; thence running East, parallel with the North line of said quarter section, 165 feet; thence running North 264 feet to the place of beginning, EXCEPTING therefrom the North 33 feet thereof, falling within Highway 50.

EXCEPTING from the above parcels that certain parcel of land described in Award of Damages recorded in Volume 585 of Records, pages 337-8, as Document No. 429676.

Legal also described as:

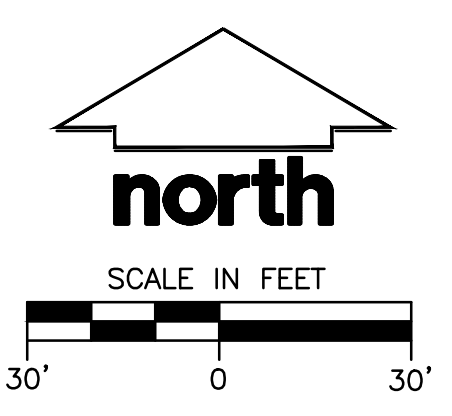
All that part of the Northeast 1/4 of the Northeast 1/4 of Section 8, Town 1 North, Range 22 East of the fourth principal meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly described as follows: Commencing at the Northeast corner of the said Northeast 1/4 section; thence South 02°49'58" East and along the East line of the said Northeast 1/4 section, 264.00 feet to a point; thence South 89°46'36" West and parallel to the North line of the said Northeast 1/4 section, 60.06 feet to a point on the West Right-of-Way line of 88th Avenue (C.T.H. H) and the place of beginning of land hereinafter described; Continuing thence South 89°46'36" West and along the North line of Outlot 18 of "Prairie Ridge" [A Subdivision Plat of Record] and being parallel to the said North line of the said Northeast 1/4 section, 269.94 feet to a point; thence North 02°49'58" West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast 1/4 section, 95.19 feet to a point on the South Right-of-Way line of 75th Street (S.T.H. 50); thence North 87°24'45" East and along the said South Right-of-Way line, 70.97 feet to a point; thence South 74°02'18" East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said 88th Avenue (C.T.H. H); thence South 02°49'58" East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast 1/4 Section 39.56 feet to the point of beginning of this description.

NOTE: Property Address: 7510 88th Avenue  
Tax Key No. 91-4-122-081-0010

 **EXISTING B-2 with PUD TO REMAIN**

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

NOTE: Property Address: 76th Street  
Tax Key No. 91-4-122-081-0105



**KWIK TRIP STORES**

**KWIK STAR STORES**

**KWIK TRIP, Inc.**  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX  
MADISON | MILWAUKEE | KENOSHA | APPLETON

**REZONE EXHIBIT**

**CONVENIENCE STORE #172 WITH DOUBLE BAY CARWASH**

**C.T.H. "H" AND 76TH ST. VILLAGE OF PLEASANT PRAIRIE, WI**

#	DATE	DESCRIPTION

DRAWN BY: JSK/RWI  
SCALE: 1" = 30'  
JSD PROJ. NO.: 14-6612A  
DATE: 02-15-2015  
SHEET: **EX-1**



**ORD. # 15-13**

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

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

The property generally located at the southwest corner of STH 50 and CTH H located within U. S. Public Land Survey Section 8 Township 1 North, Range 22 East in the Village of Pleasant Prairie and further identified as Tax Parcel Number 91-4-122-081-0010 is hereby rezoned from the B-2 (UHO), Community Business District with an Urban Landholding Overlay District to the B-2 (PUD) Community Business District with a Planned Unit Development Overlay District.

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

**Adopted this 6<sup>th</sup> day of April, 2015.**

**VILLAGE BOARD OF TRUSTEES**

ATTEST:

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

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

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

13- Kwik Trip Prairie Ridge

**ORD. #15-14****ORDINANCE TO AMEND SECTION 420, ATTACHMENT 3, APPENDIX C 1.  
RELATED TO SPECIFIC DEVELOPMENT PLANS, ENTITLED  
"1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT"  
OF THE VILLAGE OF PLEASANT PRAIRIE ZONING ORDINANCE,  
KENOSHA COUNTY, WISCONSIN**

**BE IT ORDAINED** by the Village Board of Trustees of the Village of Pleasant Prairie, Kenosha County, Wisconsin, that Section 420, Attachment 3, Appendix C 1. D. ii (2) relating to specific development plans, entitled "1. PRAIRIE RIDGE PLANNED UNIT DEVELOPMENT" of the Village Zoning Ordinance is hereby amended as follows:

1. **To create Section b. xvii. of said PUD to add the following legal description of the property located at the southwest corner of STH 50 and CTH H to be included within the Development as follows:**
  - xvii. **Tax Parcel Number** Tax Parcel Number 91-4-122-081-0010 located at the southwest corner of STH 50 and CTH H.
2. **To create Section d iii of said PUD to add the following specific requirements relate to Primary Monument Sign for the Kwik Trip development.**
  - iii. The building located at 8900 76<sup>th</sup> Street on Outlot 18 and the property to the north (Tax Parcel Numbers 91-4-122-081-0010 and 91-4-122-081-0105 within the DEVELOPMENT shall specifically allow for the modification of Section 420-76 T of the Village Zoning Ordinance related to Primary Monument Signs to read as follows:
    - T. Primary Monument Sign
      - (1) One Primary Monument Sign is required; however two Primary Monument Signs will be allowed. One sign is allowed to be adjacent to STH 50 and the other sign will be at the northwest corner of CTH H and 76<sup>th</sup> Street.
      - (2) A changeable copy sign, electronic changing message sign or electronic scrolling sign is permitted.
      - (3) The following is allowed for the Primary Monument Sign adjacent to STH 50:
        - (a) Maximum area: 90 square feet per face
        - (b) Maximum height: 10 feet
      - (4) The following is allowed for the Primary Monument Sign at the northwest corner of CTH H and 76<sup>th</sup> Street:
        - (a) Maximum area: 60 square feet per face
        - (b) Maximum height: 6 feet
      - (5) Minimum setback distance for Primary Monument Signs: 15 feet from any public street or highway right-of-way line.
      - (6) Each sign shall include the street address of building including the street number(s) and the name of the street, but such address may be placed on the base of

the sign (where the address 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.
- (10) The base of the sign shall:
  - (a) Have a height that does not exceed the vertical dimension of the sign display.
  - (b) 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.

**Adopted this 6<sup>th</sup> day of April, 2015.**

**VILLAGE OF PLEASANT PRAIRIE**

**ATTEST:**

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

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

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

Effective Date: \_\_\_\_\_

14-Kwik Trip-PR PUD amend



Filed 2/23 2015  
 Fee Paid 2/20 2015  
 PC Meeting Date 3/23 2015  
 VB Meeting Date 4/6 2015  
 Approved \_\_\_\_\_ 20\_\_\_\_  
 Denied \_\_\_\_\_ 20\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE  
 CERTIFIED SURVEY MAP 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 subdivided with a Certified Survey Map (CSM)

The property petitioned to be subdivided is located at: \_\_\_\_\_

and is legally described as follows: See attached

Tax Parcel Number(s): 91-4-122-081-0010 and 91-4-122-081-0105

- The property abuts or adjoins a State Trunk Highway  Yes  No
- The property abuts or adjoins a County Trunk Highway  Yes  No
- Municipal Sanitary Sewer is available to service said properties  Yes  No
- Municipal Water is available to service said properties  Yes  No

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

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

**PROPERTY OWNER:**

Print Name: SBI Pleasant Prairie LLC  
 Signature: [Signature]  
 Address: 1194 W. Fulton Market #  
Chicago IL 60667  
 (City) (State) (Zip)  
 Phone: 312-759-5020  
 Fax: 312-759-5020  
 Date: 2/21/15

**OWNER'S AGENT:**

KWIK TRIP INC.  
 Print Name: LEAH BERLIN  
 Signature: [Signature]  
 Address: 1426 Oak Street  
Lafayette WI 54603  
 (City) (State) (Zip)  
 Phone: 608-793-6461  
 Fax: 608-781-8960  
 Date: 2/20/15

**LEGAL DESCRIPTION:**

(Per Landmark Title Corporation, Title Commitment No. LT-136200, effective date October 20, 2014)

**PARCEL I:**

Parcel I: A parcel of land in the Northeast quarter of Section 8, Town 1 North, Range 22 East of the Fourth Principal Meridian, particularly described as commencing at the Northeast corner of Section 8 aforesaid; thence Southerly along the center line of the North and South Road 16 rods; thence Westerly parallel with the Lake Geneva Road, so-called, 10 rods; thence Northerly parallel with the North and South Road, 16 rods and to the center of the Lake Geneva Road, so-called; thence Easterly along the center line of the Lake Geneva Road, 10 rods, to the place of beginning, and lying and being in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Parcel II: Part of the Northeast Quarter of Section 8, Town 1 North in Range 22 East of the Fourth Principal Meridian, and lying and being in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, and being more particularly described as follows: Beginning on the North line of the Northeast quarter of Section 8, Town 1 North in Range 22, at a point which is 165 feet West from the Northeast corner of said quarter section, and running thence West along and upon the North line of said quarter section, 165 feet; thence running South, parallel with the East line of said quarter section, 264 feet; thence running East, parallel with the North line of said quarter section, 165 feet; thence running North 264 feet to the place of beginning, EXCEPTING therefrom the North 33 feet thereof, falling within Highway 50.

EXCEPTING from the above parcels that certain parcel of land described in Award of Damages recorded in Volume 585 of Records, pages 337-8, as Document No. 429676.

Legal also described as:

All that part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 8, Town 1 North, Range 22 East of the fourth principal meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, now being more particularly described as follows: Commencing at the Northeast corner of the said Northeast  $\frac{1}{4}$  section; thence South  $02^{\circ}49'58''$  East and along the East line of the said Northeast  $\frac{1}{4}$  section, 264.00 feet to a point; thence South  $89^{\circ}46'36''$  West and parallel to the North line of the said Northeast  $\frac{1}{4}$  section, 60.06 feet to a point on the West Right-of-Way line of 88th Avenue (C.T.H. H) and the place of beginning of land hereinafter described; Continuing thence South  $89^{\circ}46'36''$  West and along the North line of Outlot 18 of "Prairie Ridge" (A Subdivision Plat of Record) and being parallel to the said North line of the said Northeast  $\frac{1}{4}$  section, 269.94 feet to a point; thence North  $02^{\circ}49'58''$  West and along the East line of said Outlot 18 and being parallel to the said East line of the said Northeast  $\frac{1}{4}$  section, 95.19 feet to a point on the South Right-of-Way line of 75th Street (S.T.H. 50); thence North  $87^{\circ}24'45''$  East and along the said South Right-of-Way line, 70.97 feet to a point; thence South  $74^{\circ}02'18''$  East and along the said South Right-of-Way line, 209.89 feet to a point on the said West Right-of-Way line of said 88th Avenue (C.T.H. H); thence South  $02^{\circ}49'58''$  East and along the said West Right-of-Way line being parallel to and at a right angle distance of 60.00 feet from the said East line of the said Northeast  $\frac{1}{4}$  Section 39.56 feet to the point of beginning of this description.

NOTE: Property Address: 7510 88th Avenue  
Tax Key No. 91-4-122-081-0010

**PARCEL II:**

Outlot 18 in Prairie Ridge, being a subdivision of part of the Northeast Quarter, the Northwest Quarter, the Southeast Quarter and the Southwest Quarter of the Northwest Quarter; the Northeast Quarter, the Northwest Quarter, the Southeast Quarter and the Southwest Quarter of the Northeast Quarter; the Northeast Quarter, the Northwest Quarter, the Southeast Quarter and the Southwest Quarter of the Southwest Quarter; and the Northwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 8, Town I North, Range 22 East of the Fourth Principal Meridian; in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

**NOTE:** Property Address: 76th Street

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



**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

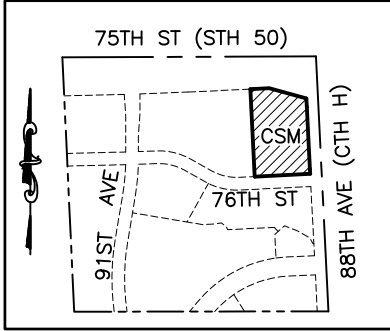
**NOTES:**

PRAIRIE RIDGE SUBDIVISION RECORDED ON MARCH 12, 1998 AT KENOSHA CO. REGISTER OF DEEDS AS DOC. 1088727.

EXISTING RESIDENTIAL BUILDINGS AND GARAGES TO BE RAZED.

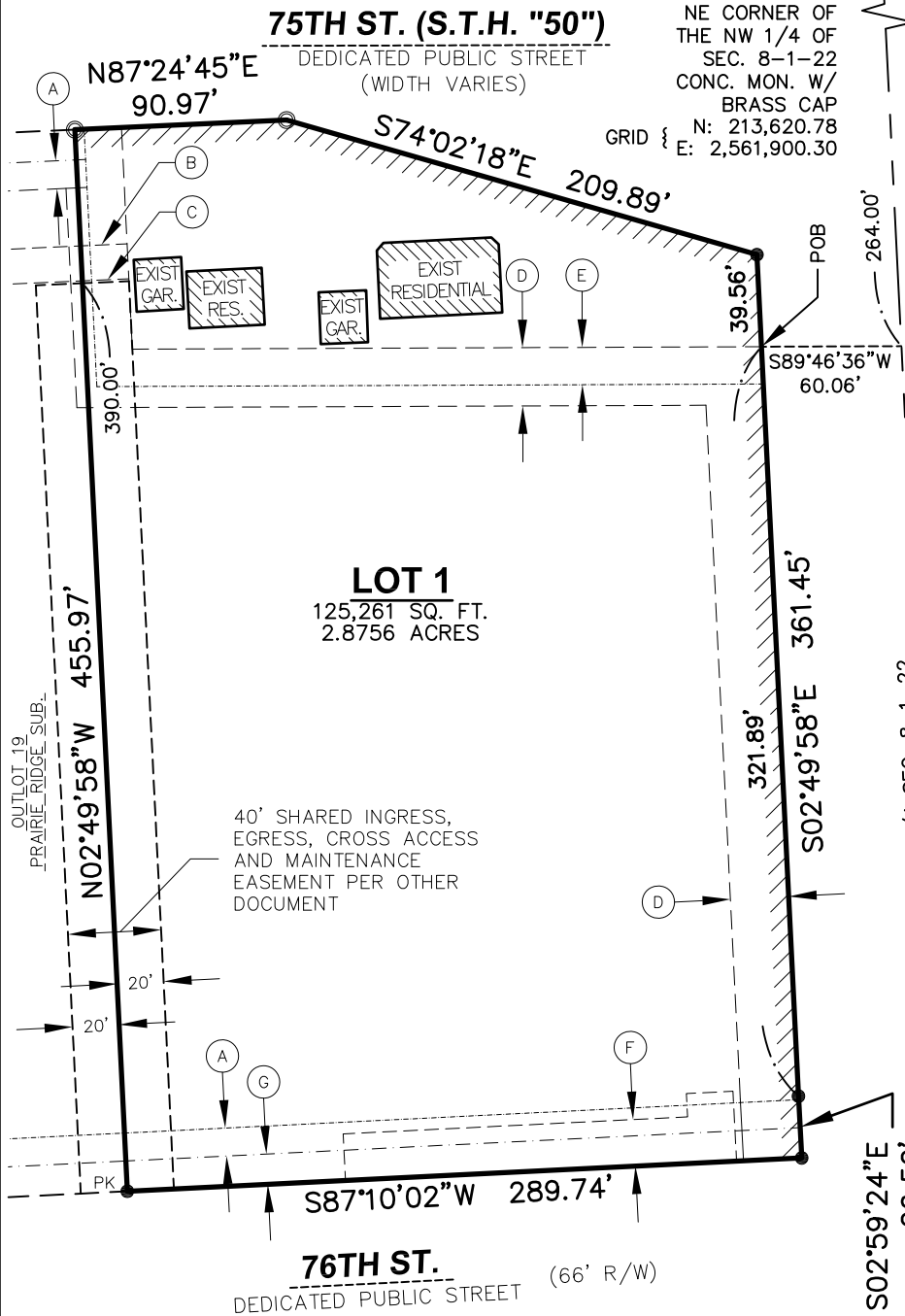
**LEGEND:**

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4 REBAR FOUND & ACCEPTED
- PK ● PK NAIL FOUND & ACCEPTED
- SET ○ 1"X18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.
- ▨ ACCESS RESTRICTED PER PRAIRIE RIDGE SUBDIVISION & DOC. NO. 429676



**LOCATION MAP**

NE 1/4 OF NE 1/4 SEC 8-1-22  
SCALE: 1"=1000'



- (A) DEDICATED 12' UTILITY EASEMENT PER FINAL PLAT OF "PRAIRIE RIDGE"
- (B) 50' D.O.T. BUILDING SETBACK PER FINAL PLAT OF "PRAIRIE RIDGE"
- (C) 65' VILLAGE BUILDING SETBACK PER FINAL PLAT OF "PRAIRIE RIDGE"
- (D) DEDICATED 25' PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA PER FINAL PLAT OF "PRAIRIE RIDGE"
- (E) DEDICATED 16' DISTRIBUTION EASEMENT UNDERGROUND JOINT PER DOC. NO. 1071378
- (F) DEDICATED 20' STORM SEWER EASEMENT PER FINAL PLAT OF "PRAIRIE RIDGE"
- (G) DEDICATED 13' DISTRIBUTION EASEMENT UNDERGROUND JOINT PER DOC. NO. 1184097

**PREPARED FOR:**  
KWIK TRIP, INC  
1626 OAK STREET  
LA CROSSE, WI 54602

**PREPARED BY:**

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX



**BEARING BASIS**

ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, WAS USED AS NORTH 02°49'58" WEST

PROJECT CONVERSION FACTOR: GRID/1.00000319 = GROUND

SUBJECT TO EASEMENTS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2015  
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN  
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NEW EASEMENT DEDICATIONS:**

**DEDICATED 40' SHARED INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT  
(TO BE DEDICATED AND RECORDED VIA OTHER DOCUMENT)**

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement (The east 20' feet) on Lot 1 of this Certified Survey Map is hereby dedicated, given, granted and conveyed by KWIK TRIP LLC to the Owner(s) of Outlot 19 of Prairie Ridge Subdivision and the Village for vehicular ingress, egress and cross access purposes. This Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement shall be exclusive, except for: (1) the Existing Dedicated 12' Utility Easement as dedicated on Prairie Ridge Subdivision with respect to the same area or any portion thereof; (2) the Existing Dedicated 25' Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle non-access area as dedicated on Prairie Ridge Subdivision with respect to the same area or any portion thereof; (3) the Dedicated 16' Distribution Easement Underground Joint as dedicated on Document No. 1071378 with respect to the same area or any portion thereof; and (4) the Dedicated 13' distribution Easement Underground Joint as dedicated on Document No. 1184097 with respect to the same area or any portion thereof. In the event of any conflict between the rights of the Owner(s) of said Lot 1 and Outlot 19 of Prairie Ridge Subdivision, the rights of the Village or other entities with respect to the Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easement. The Owner(s) of said Lot 1 and Outlot 19 of Prairie Ridge Subdivision shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access drives and associated pavement and landscaping improvements.



**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN  
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EXISTING EASEMENT DEDICATIONS:**

**DEDICATED PUBLIC STREET**

The fee interest in the area shown as a Dedicated Public Street on this Certified Survey Map was 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 Certified Survey Map and granted to the adjacent Lot Owners 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(s), pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The adjacent Lot Owners 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 original Prairie Ridge Development Agreement on file with the Village Clerk for the Village of Pleasant Prairie.

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EXISTING EASEMENT DEDICATIONS:**

**DEDICATED 12' UTILITY, 13' DISTRIBUTION AND 16' DISTRIBUTION EASEMENTS**

Easements coextensive with the areas shown as Dedicated Utility Easement areas on Lot 1 of this Certified Survey Map 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 Prairie Ridge Subdivision, Document No. 1184097 and No. 1071378, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this Certified Survey Map 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(s) 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 crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

**DEDICATED 25' PLANTING AND LANDSCAPE EASEMENT AND RESTRICTIVE PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREAS**

Nonexclusive easements co-extensive with each area shown on Lot 1 of this Certified Survey Map as a Dedicated 25' Planting and Landscape Easement and Restrictive Planting, landscape and Vehicle Non-Access Area were dedicated, given, granted and conveyed per recorded Prairie Ridge Subdivision 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 adjacent Lot 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.

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EXISTING EASEMENT DEDICATIONS:**

**DEDICATED 20' STORM SEWER EASEMENT**

Perpetual nonexclusive easements coextensive with the area shown on Lot 1 of this Certified Survey Map as a Dedicated 20' Sanitary Sewer Easement were dedicated, given, granted and conveyed as shown per recorded Prairie Ridge Subdivision at the Kenosha County Register of Deeds Office to the Village for public storm sewerage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities and public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. These storm sewer easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner(s) of the Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village as it relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Lot Owner(s), the rights of the Village and the rights of other entities with respect to the sanitary sewer easement areas, the Village's rights under these easements shall be deemed to be superior.

The easement rights include the perpetual right to enter upon Lot 1 within the storm sewer easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer main for the purpose of conveying sanitary sewer under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements.

**CERTIFIED SURVEY MAP No. \_\_\_\_\_**

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN  
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST,  
VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

State of Wisconsin    )  
                                  ) SS  
Kenosha County        )

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Outlot 18 of Prairie Ridge Subdivision and additional lands, located in the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 8; thence South 02°49'58" East along the east line of said Northeast 1/4 section, 264.00 feet to the easterly extension of the north line of said Outlot 18; thence South 89°46'36" West along said extension line, 60.06 feet to the west line of 88th Avenue (County Trunk Highway "H") and the point of beginning;

Thence South 02°49'58" East along said west line, 321.89 feet; thence South 02°59'24" East along said west line, 26.52 feet to the north line of 76th Street; thence South 87°10'02" West along said north line, 289.74 feet to the southeast corner of Outlot 19 of Prairie Ridge Subdivision; thence North 02°49'58" West along the east line of said Outlot 19, 455.97 feet to the northeast corner of said Outlot 19 and the south line of 75th Street (State Trunk Highway "50"); thence North 87°24'45" East along said south line, 90.97 feet; thence South 74°02'18" East along said south line, 209.89 feet to the west line of said 88th Avenue (County Trunk Highway "H"); thence South 02°49'58" East along said west line, 39.56 feet to the point of beginning.

Containing in all 125,261 square feet (2.8756acres) of lands, more or less.

All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of KWIK TRIP, INC, owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2015

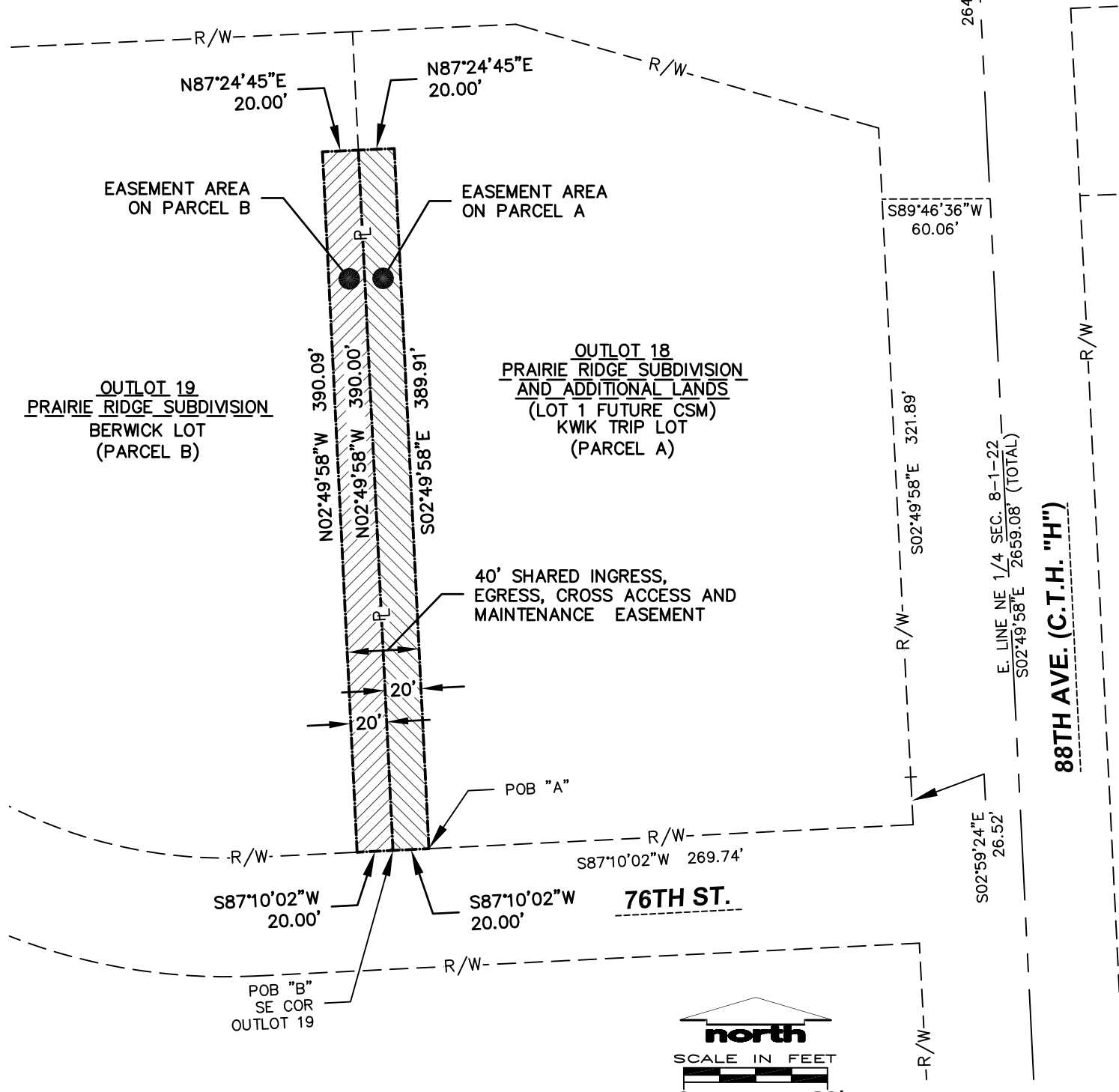
\_\_\_\_\_  
Rizal W. Iskandarsjach, P.L.S.  
Professional Land Surveyor, S-2738



NW CORNER OF  
THE NW 1/4 OF  
SEC. 8-1-22  
CONC. MON. W/  
BRASS CAP



75TH ST. (S.T.H. "50")



R: 2014\14c6612 Kwik Trip - Pleasant Prairie\dwg\14c6612A Ease Exh.dwg User: riskandarsjach

**JSD** Professional Services, Inc.  
 Engineers • Surveyors • Planners  
 MILWAUKEE REGIONAL OFFICE  
 N22 W22931 NANCY'S COURT SUITE 3  
 WAUKESHA, WISCONSIN 53186  
 262.513.0666 PHONE | 262.513.1232 FAX  
[www.jsdinc.com](http://www.jsdinc.com)

PROJECT:  
**KWIK TRIP  
 CONVENIENCE STORE #172  
 VILLAGE OF PLEASANT PRAIRIE, WI**

SHEET TITLE:  
**ACCESS EASEMENT  
 EXHIBIT**

JSD PROJECT NUMBER:  
 14-6612A  
 DRAWN BY: RWI CHECKED BY: RKW  
 DATE:  
 02-09-15

SHEET NUMBER:  
**EX-1**



### CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

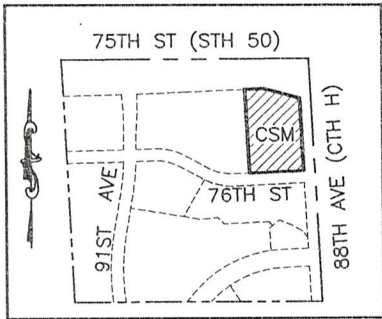
#### NOTES:

PRAIRIE RIDGE SUBDIVISION RECORDED ON MARCH 12, 1998 AT KENOSHA CO. REGISTER OF DEEDS AS DOC. 1088727.

EXISTING RESIDENTIAL BUILDINGS AND GARAGES TO BE RAZED.

#### LEGEND:

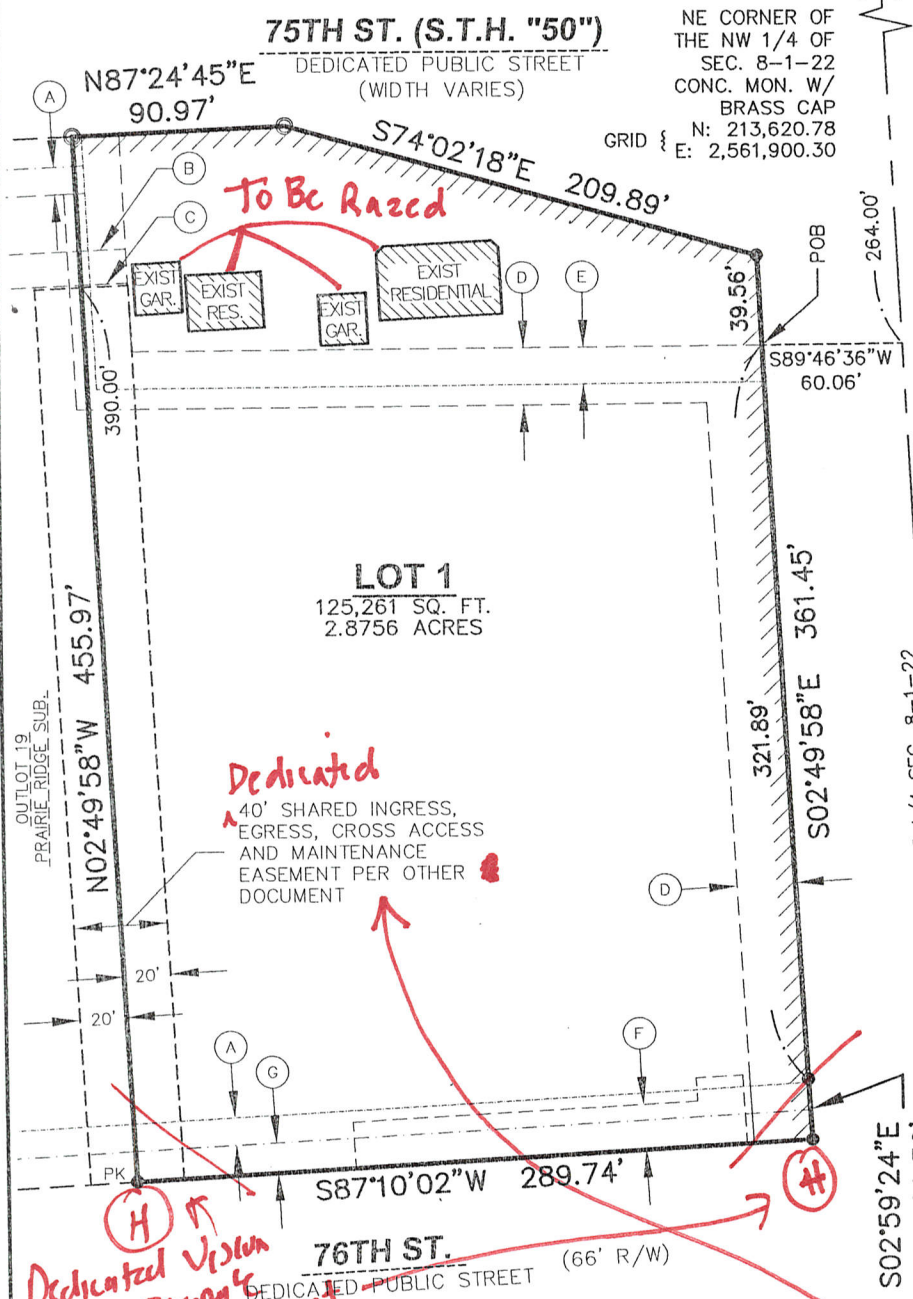
- 1" IRON PIPE FOUND & ACCEPTED
- 3/4 REBAR FOUND & ACCEPTED
- PK ● PK NAIL FOUND & ACCEPTED
- SET ○ 1"X18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.
- ▨ ACCESS RESTRICTED PER PRAIRIE RIDGE SUBDIVISION & DOC. NO. 429676



LOCATION MAP

NE 1/4 OF NE 1/4 SEC 8-1-22  
SCALE: 1"=1000'

*Label that the "Existing Residential, garage and other structures and pavement to be razed/removed."*

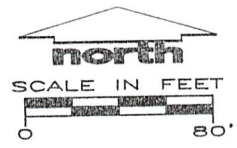


- (A) DEDICATED 12' UTILITY EASEMENT PER FINAL PLAT OF "PRAIRIE RIDGE"
- (B) 50' D.O.T. BUILDING SETBACK PER FINAL PLAT OF "PRAIRIE RIDGE"
- (C) 65' VILLAGE BUILDING SETBACK PER FINAL PLAT OF "PRAIRIE RIDGE"
- (D) DEDICATED 25' PLANTING AND LANDSCAPE EASEMENT AND RESTRICTED PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREA PER FINAL PLAT OF "PRAIRIE RIDGE"
- (E) DEDICATED 16' DISTRIBUTION EASEMENT UNDERGROUND JOINT PER DOC. NO. 1071378
- (F) DEDICATED 20' STORM SEWER EASEMENT PER FINAL PLAT OF "PRAIRIE RIDGE"
- (G) DEDICATED 13' DISTRIBUTION EASEMENT UNDERGROUND JOINT PER DOC. NO. 1184097

PREPARED FOR:  
KWIK TRIP, INC  
1626 OAK STREET  
LA CROSSE, WI 54602

#### PREPARED BY:

**JSD** Professional Services, Inc.  
• Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX



*Sidewalk location*

# RECEIVED

FEB 18 2015

PLEASANT PRAIRIE  
SHEET 1 OF 7

BEARING BASIS  
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, WAS USED AS NORTH 02°49'58" WEST

PROJECT CONVERSION FACTOR: GRID/1.00000319 = GROUND

SUBJECT TO EASEMENTS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2015  
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

*Provide a draft of this document to the Village.*

R:\2014\1406612 Kwik Trip - Pleasant Prairie.dwg\1406612\_CSM.dwg

CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**NEW EASEMENT DEDICATIONS:**

**DEDICATED 40' SHARED INGRESS, EGRESS, CROSS ACCESS AND MAINTENANCE EASEMENT  
(TO BE DEDICATED AND RECORDED VIA OTHER DOCUMENT)**

A perpetual nonexclusive easement coextensive with the area shown as a Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement (The east 20' feet) on Lot 1 of this Certified Survey Map is hereby dedicated, given, granted and conveyed by KWIK TRIP LLC to the Owner(s) of Outlot 19 of Prairie Ridge Subdivision and the Village for vehicular ingress, egress and cross access purposes. This Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement shall be exclusive, except for: (1) the Existing Dedicated 12' Utility Easement as dedicated on Prairie Ridge Subdivision with respect to the same area or any portion thereof; (2) the Existing Dedicated 25' Planting and Landscape Easement and Restricted Planting, Landscape and Vehicle non-access area as dedicated on Prairie Ridge Subdivision with respect to the same area or any portion thereof; (3) the Dedicated 16' Distribution Easement Underground Joint as dedicated on Document No. 1071378 with respect to the same area or any portion thereof; and (4) the Dedicated 13' distribution Easement Underground Joint as dedicated on Document No. 1184097 with respect to the same area or any portion thereof. In the event of any conflict between the rights of the Owner(s) of said Lot 1 and Outlot 19 of Prairie Ridge Subdivision, the rights of the Village or other entities with respect to the Dedicated 40' Wide Shared Ingress, Egress, Cross Access and Maintenance Easement, the Village's rights under the easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easement. The Owner(s) of said Lot 1 and Outlot 19 of Prairie Ridge Subdivision shall be responsible for all costs associated with the construction, snow plowing and maintenance of the private access drives and associated pavement and landscaping improvements.

*insert maintenance language*



CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EXISTING EASEMENT DEDICATIONS:**

**DEDICATED PUBLIC STREET**

The fee interest in the area shown as a Dedicated Public Street on this Certified Survey Map was 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 Certified Survey Map and granted to the adjacent Lot Owners 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 Owners, pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The adjacent Lot Owners 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 original Prairie Ridge Development Agreement on file with the Village Clerk for the Village of Pleasant Prairie.



CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

**EXISTING EASEMENT DEDICATIONS:**

**DEDICATED 12' UTILITY, 13' DISTRIBUTION AND 16' DISTRIBUTION EASEMENTS (A, E, G)**

Easements coextensive with the areas shown as Dedicated Utility Easement areas on Lot 1 of this Certified Survey Map 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 Prairie Ridge Subdivision, Document No. 1184097 and No. 1071378, for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Lots, (or portions thereof) shown on this Certified Survey Map 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(s) 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 crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

**DEDICATED 25' PLANTING AND LANDSCAPE EASEMENT AND RESTRICTIVE PLANTING, LANDSCAPE AND VEHICLE NON-ACCESS AREAS (D)**

Nonexclusive easements co-extensive with each area shown on Lot 1 of this Certified Survey Map as a Dedicated 25' Planting and Landscape Easement and Restrictive Planting, landscape and Vehicle Non-Access Area were dedicated, given, granted and conveyed per recorded Prairie Ridge Subdivision 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 adjacent Lot Owner shall be responsible for all costs associated with the off 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.



CERTIFIED SURVEY MAP No. \_\_\_\_\_

BEING A REDIVISION OF OUTLOT 18 OF PRAIRIE RIDGE SUBDIVISION AND ADDITIONAL LANDS, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

EXISTING EASEMENT DEDICATIONS:

DEDICATED 20' STORM SEWER EASEMENT (F) *of*

Perpetual nonexclusive easements coextensive with the area shown on Lot 1 *of* this Certified Survey Map as a Dedicated 20' Sanitary Sewer Easement were dedicated, given, granted and conveyed as shown per recorded Prairie Ridge Subdivision at the Kenosha County Register of Deeds Office to the Village for public storm sewerage system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities and public water system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. These storm sewer easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such above-ground use, planting, care and maintenance responsibilities of the easement areas which shall be required by the Owner(s) *of the* Lot 1 on which such easements are located as will not interfere with the improvements, uses and purposes of the Village *as it* relates to these easements; and (3) such future parking lots, driveways, curbs and gutters, sidewalks, landscaping, landscape islands or other uses of the easement areas as may be approved by the Village. In the event of any conflict between the rights of the Lot Owner(s), the rights of the Village and the rights of other entities with respect to the sanitary sewer easement areas, the Village's rights under these easements shall be deemed to be superior. *!*

The easement rights include the perpetual right to enter upon Lot 1 within the storm sewer easement areas at any time that the Village may see fit, to re-construct, maintain, use and repair the underground sewer main(s) and related appurtenances, which may in any manner be a part of or portion to such sanitary sewer main for the purpose of conveying sanitary sewer under Lot 1, together with the right to excavate, reconstruct, maintain, use and repair the sanitary sewer system improvements, and the further right to remove trees, bushes, parking/driveway pavement areas, landscaping, landscaped islands, sidewalks, curbs and gutters, signage, underground and other obstructions interfering with the location, reconstruction, use and maintenance of the sanitary sewer system improvements.

*Notwithstanding such easements, the village shall have no obligation to exercise its rights under these covenants.*

*Add Restrictive Covenants  
(see attached)*







## **DEDICATED VISION TRIANGLE EASEMENT (H)**

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 Lot 1 Owner to the Village to maintain a clear sight line of vision at each identified intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation and shelters within the 15'x15' Dedicated Vision Triangle Easement between the heights of two (2) feet and ten (10) feet unless approved by the Village. This restriction is for the benefit of the traveling public and shall be enforceable by the Village.

## **RESTRICTIVE COVENANTS**

1. The Owner hereby covenants that the Public Sidewalk in the Dedicated Public Street area which is shown on the CSM hereby places restrictions on the use of the referenced land because of the location of this Easement, which was given, granted and conveyed by the Owner to the Village for public pedestrian and bicycle uses, purposes and improvements and for all related and incidental ingress and egress, construction, installation, repair, alteration, replacements, plantings and maintenance activities to serve the Village as referenced in the Dedication and Easement Provisions on this CSM. The Owner further covenants that there shall be no buildings, signs, fences or gates of any kind placed within the Dedicated Public Street area without prior written approval of the Village. The Lot 1 Owner shall be responsible for any and all costs associated with the installation of the pedestrian and bicycle sidewalk, pavement markings and signs snow plowing and maintenance costs related to the sidewalk. This covenant shall run with the land, shall be binding upon the Lot Owners, its successors, assigns and successors-in-title of the land, in their capacity as Lot Owners of this land, and shall benefit and be enforceable by the Village.

To the extent that the Village performs any such sidewalk maintenance or snow plowing activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

2. 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 this Easement which was given, granted and conveyed by the Owner to maintain a clear sight line of vision at the County Trunk Highway H and 76<sup>th</sup> Street intersection and the Private Driveway and 76<sup>th</sup> Street intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, trees, plantings, or bus shelters 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 or Kenosha County.

3. The Owner hereby covenants that the Lot 1 Owner shall have the obligation of planting, maintaining and replacing the Street Trees located within the 76<sup>th</sup> Street right-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 Owners, 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.

To the extent that the Village performs any such street tree related replanting or maintenance activities, the Lot 1 Owner shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Lot Owner as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law.

4. The Owner shall have the obligation of maintaining, repairing, replacing and snow plowing the Private Roadway within the 40' Shared Ingress, Egress, and Cross Access area shown on this CSM. The Private Driveway shall not have its access be blocked by its users. A separate document which details the Owner's and adjacent landowners obligations with respect to the ongoing maintenance, replacement and snowplowing responsibilities. (DISCUSS WITH THE LANDOWNER).

**Peggy Herrick**

---

**From:** Peggy Herrick  
**Sent:** Monday, March 23, 2015 5:43 PM  
**To:** 'Troy Mleziva'  
**Cc:** Jean Werbie-Harris  
**Subject:** RE: Kwik Trip Cross Access Easement

FYI

See below for additional comments regarding the cross access easement

*Peggy Herrick*

*Assistant Planner and Assistant Zoning Administrator  
Village of Pleasant Prairie  
9915 39<sup>th</sup> Avenue  
Pleasant Prairie, WI 53158  
Telephone: 262-925-6717  
Fax: 262-925-6787  
Email: [pherrick@plprairiewi.com](mailto:pherrick@plprairiewi.com)*

---

**From:** Jean Werbie-Harris  
**Sent:** Monday, March 23, 2015 11:28 AM  
**To:** Peggy Herrick  
**Subject:** Fwd: Kwik Trip Cross Access Easement

Additional conditions related to kwik trip cross access easement for tonight. Forward to Troy.

Sent from my iPhone

Begin forwarded message:

**From:** Tim Geraghty <[tgeraghty@ggplawyers.com](mailto:tgeraghty@ggplawyers.com)>  
**Date:** March 23, 2015 at 11:01:30 AM CDT  
**To:** Jean Werbie-Harris <[jwerbie@plprairiewi.com](mailto:jwerbie@plprairiewi.com)>  
**Subject:** **Re: Kwik Trip Cross Access Easement**

Jean:

I agree the proposed easement agreement is light on details. It says Kwik Trip shall ..."construct, maintain and repair the Easement Property". I suppose this can be read to say all costs associated with the Easement Property shall always be borne by Kwik Trip.

Are there storm sewer or other municipal services to pass through the easement area? If so, they should be outlined in the agreement. Other things I usually see, or suggest, in access easements are:



1. Clarify that the easement areas can be used by both parties and their employees, agents, invitees and customers.
2. Add a requirement that each party maintain insurance to cover their liability if someone is injured on the easement property.
3. Usually I see more detail re construction, width, materials, etc.
4. Usually I see more detail re lighting, snow plowing, maintenance, etc.

While I believe the items listed above could or should be included, I'm not sure the Village can require that they be added. The basic Cross Access Easement Agreement satisfies the basic requirements and I'm guessing Village ordinances and building codes cover the width, materials, lighting, etc. If so, the agreement as drafted may be acceptable.

Please let me know if you want to discuss this matter or if I can be of assistance.

Tim

Timothy J. Geraghty  
Godin Geraghty Puntillo Camilli, SC  
6301 Green Bay Road  
Kenosha, WI 53142  
Tel: (262) 657-3500  
Fax: (262) 657-1690  
Email: [tgeraghty@ggplawyers.com](mailto:tgeraghty@ggplawyers.com)

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On Fri, Mar 20, 2015 at 12:13 PM, Jean Werbie-Harris <[jwerbie@plprairiewi.com](mailto:jwerbie@plprairiewi.com)> wrote:

Tim – Please review and comment-thanks.

In my opinion, it is missing some details on the snowplowing, landscaping, repaving, storm sewer, signage, pavement markings, lighting and other maintenance of the public access driveway.

Jean

**Jean M. Werbie-Harris**

Community Development Director

Village Planner and Zoning Administrator

9915 39<sup>th</sup> Avenue

Pleasant Prairie, WI 53158

Telephone: [\(262\) 925-6717](tel:(262)925-6717)

Facsimile: [\(262\) 925-6787](tel:(262)925-6787)

Email: [jwerbie-harris@plprairiewi.com](mailto:jwerbie-harris@plprairiewi.com)



**SHEET INDEX**

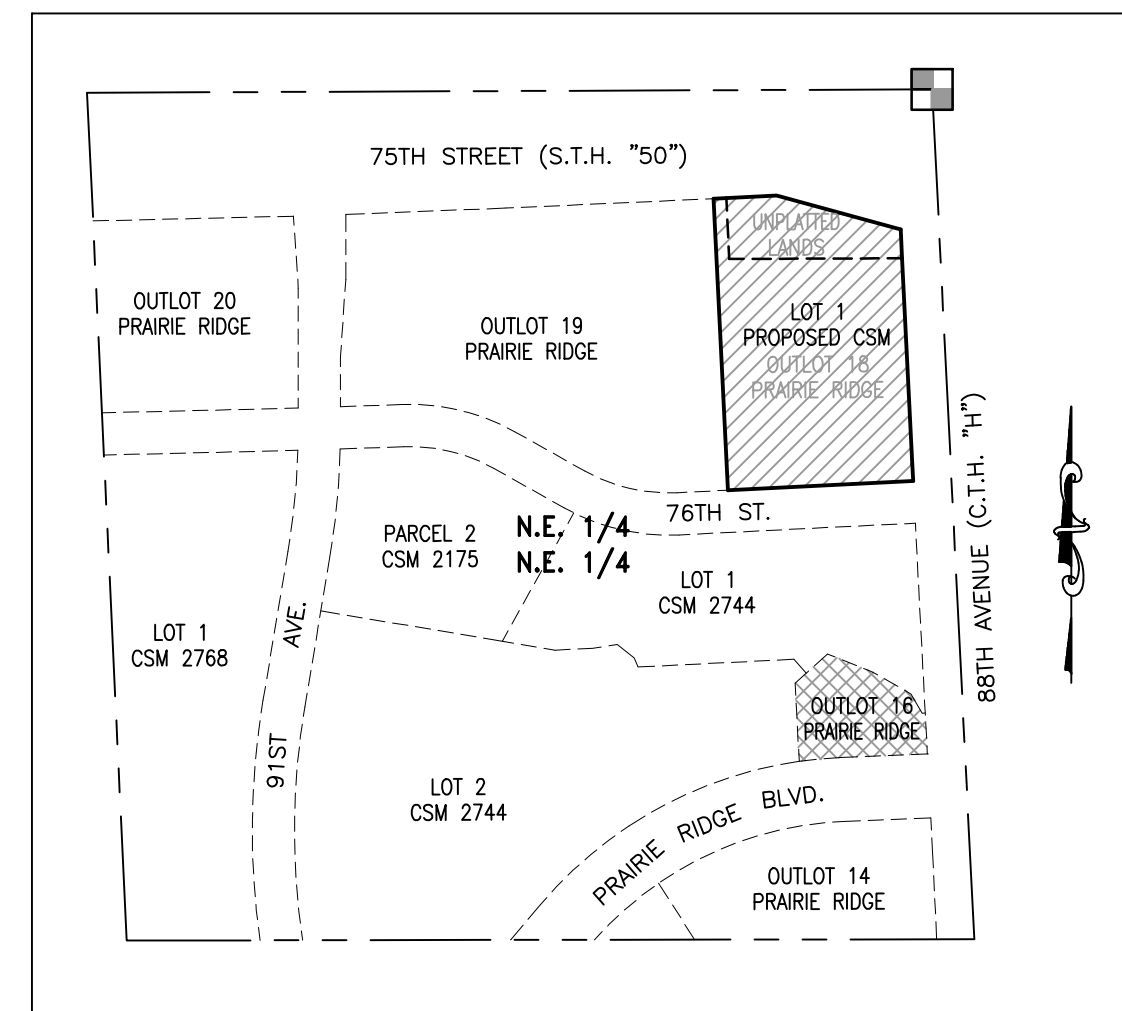
1 OF 22 TITLE SHEET  
 2 OF 22 SITE LAYOUT AND PAVEMENT ID PLAN (SP1.0)  
 3 OF 22 SITE DEMO PLAN (SP2.0)  
 4 OF 22 GRADING AND EROSION CONTROL PLAN (SP3.0)  
 5 OF 22 GRADING AND EROSION CONTROL PLAN (SP3.1)  
 OFFSITE IMPROVEMENTS  
 6 OF 22 UTILITY PLAN (SP4.0)  
 STORM SEWER  
 7 OF 22 UTILITY PLAN (SP4.1)  
 SANITARY SEWER AND WATER SERVICES  
 8 OF 22 NOTES & DETAILS (SP5.0)  
 9 OF 22 NOTES & DETAILS (SP5.1)  
 10 OF 22 LANDSCAPE PLAN (L1.0)  
 11 OF 22 STORE/CARWASH FLOOR PLAN (A010)  
 12 OF 22 STORE/CARWASH ELEVATION (A200B)  
 13 OF 22 FUEL PUMP CANOPY (A200)  
 14 OF 22 SIGNAGE PLAN - SITE PLAN (SP1)  
 15 OF 22 SIGNAGE PLAN - STORE/CARWASH (CS1)  
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 17 OF 22 SIGNAGE PLAN - CANOPY SIGNAGE (CA1)  
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 19 OF 22 SIGNAGE PLAN - DIRECTIONAL SIGNAGE (DS1)  
 20 OF 22 SIGNAGE PLAN - MONUMENT SIGN (DS2)  
 21 OF 22 SITE PHOTOMETRIC PLAN (E1)  
 22 OF 22 SITE PHOTOMETRIC PLAN (E1-CITY)

# KWIK TRIP #172

STH '50"/CTH "H"

## PLEASANT PRAIRIE, KENOSHA COUNTY, WI SITE & OPERATIONAL SUBMITTAL FEBRUARY 15, 2014

Exhibit E



**LOCATION MAP**

NE 1/4 OF NE 1/4  
 SECTION 8-1-22  
 SCALE: 1"=300'



STORES



STORES

KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960

**JSD Professional Services, Inc.**  
 • Engineers • Surveyors • Planners  
 MILWAUKEE REGIONAL OFFICE  
 N22 W22931 NANCY'S COURT SUITE 3  
 WAUKESHA, WISCONSIN 53186  
 262.513.0666 PHONE | 262.513.1232 FAX  
 MADISON | MILWAUKEE | KENOSHA | APPLETON

JOHN STEINBRINK JR., P.E.  
 DIRECTOR OF PUBLIC WORKS  
 8600 GREEN BAY ROAD  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-925-6765  
 FAX: 262-694-2941  
 EMAIL: jsteinbrink@plprairiewi.com  
 www.pleasantprairieonline.com

CRAIG ROEPKE  
 DEPUTY CHIEF OF FIRE & RESCUE  
 2044 88TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-948-8981  
 FAX: 262-697-1901  
 EMAIL: croepke@plprairiewi.com  
 www.pleasantprairieonline.com

THOMAS G. SHIRCEL  
 ASSISTANT VILLAGE ADMINISTRATOR  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-925-6715  
 FAX: 262-694-4734  
 EMAIL: villagadmin@plprairie.com  
 www.pleasantprairieonline.com

JEAN WERBIE-HARRIS  
 COMMUNITY DEVELOPMENT DIRECTOR  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-925-6717  
 FAX: 262-925-6787  
 EMAIL: jwerbie-harris@plprairiewi.com  
 www.pleasantprairieonline.com

MATTHEW J. FINEOUR, P.E.  
 VILLAGE ENGINEER  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-948-8931  
 FAX: 262-925-6786  
 EMAIL: mfineour@plprairiewi.com  
 www.pleasantprairieonline.com

DOUG McELMURY  
 CHIEF OF FIRE & RESCUE  
 8044 88TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-694-8027  
 FAX: 262-697-1901  
 EMAIL: dmcelmury@plprairiewi.com  
 www.pleasantprairieonline.com

SANDRO PEREZ  
 BUILDING INSPECTION SUPERINTENDENT  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-694-9304  
 FAX: 262-694-4734  
 EMAIL: sperez@plprairie.com  
 www.pleasantprairieonline.com

STEVE WLAHOVICH  
 VILLAGE ENGINEER TECHNICIAN  
 9915 39TH AVENUE  
 PLEASANT PRAIRIE, WISCONSIN 53158  
 PHONE: 262-925-6767  
 FAX: 262-694-4734  
 EMAIL: swlahovich@plprairie.com  
 www.pleasantprairieonline.com

STORE ENGINEER  
 BRADFORD FRY, P.E.  
 KWIK TRIP, INC.  
 1626 OAK STREET  
 LA CROSSE, WI 54602  
 PHONE: 608-781-8988  
 FAX: 608-781-8960  
 EMAIL: bfray@kwiktrip.com

OWNER REPRESENTATIVE  
 TROY MLEZIVA  
 REAL ESTATE DEVELOPMENT MANAGER  
 KWIK TRIP, INC.  
 1626 OAK STREET  
 LA CROSSE, WI 54602  
 PHONE: 608-781-8988  
 FAX: 608-781-8960  
 EMAIL: tmlziva@kwiktrip.com

CIVIL ENGINEER  
 JSD PROFESSIONAL SERVICES, INC.  
 RIZAL ISKANDARSJACH, P.E., P.L.S.  
 SENIOR PROJECT ENGINEER  
 N22 W22931 NANCYS CT., SUITE 3  
 WAUKESHA, WI 53186  
 PHONE: 262-513-0666  
 FAX: 262-513-1232  
 EMAIL: riz@jsdinc.com  
 www.jsdinc.com

**GENERAL NOTES:**

- BUILDINGS SHALL BE BUILT TO 2009 IBC, IMC, IECC, IFGC, 2011 NEC AND WI PLUMBING CODES SPS 381-385.
- PRIOR TO CONSTRUCTION, A PRECONSTRUCTION CONFERENCE MUST BE HELD AT THE VILLAGE OFFICES. THE PRECONSTRUCTION CONFERENCE SHALL BE SCHEDULED, MODERATED AND DOCUMENTED BY THE DESIGN ENGINEER OF RECORD.
- ALL HARD SURFACED AREAS INCLUDING THE PARKING LOT AREAS, DRIVE LANES, PAVED AREAS ADJACENT TO THE PUMPS, SIDEWALKS, ETC. SHALL BE CLEAN, NEAT AND FREE FROM POT HOLES OR OTHER CRACKS WHICH PRESENT A SAFETY RISK TO THE PEDESTRIANS OR TRAVELING PUBLIC. THE HARD SURFACE AREAS OF THE SITE SHALL BE MAINTAINED AND FREE OF ANY DEBRIS OR POTHoles WHICH MAY CAUSE DISTRACTIONS OR DAMAGES TO VEHICLES. ALL PAVEMENT MARKINGS SHALL BE DONE IN YELLOW OR WHITE REFLECTIVE PAINT.
- THE FACILITY SHALL OPERATE IN AN ORGANIZED, WELL-KEPT, CLEAN, NEAT AND PROFESSIONAL MANNER. THE INSIDE OF THE STORE SHALL BE MAINTAINED, PAINTED, AND CLEAN FOR THE PUBLIC. DAMAGED OR DIRTY WALLS, FLOORS, COOLERS, BATHROOMS, RACKING, DISPLAYS LIGHTING, ETC. SHALL BE TAKEN CARE OF OR REPAIRED PROMPTLY. MAL-FUNCTIONING GAS PUMPS SHALL BE REPAIRED AS SOON AS POSSIBLE.
- LANDSCAPING ON THE SITE SHALL BE INSTALLED, WATERED, WEEDED, TRIMMED AND MAINTAINED IN GOOD CONDITION AT ALL TIMES. LITTER AND DEBRIS SHALL BE REMOVED FROM THE LANDSCAPING ON A DAILY BASIS. DAMAGED, DYING OR DEAD PLANT MATERIAL SHALL BE REMOVED AND NEW PLANTINGS SHALL BE INSTALLED ON A REGULAR BASIS. MULCH SHALL BE RAKED IN PLACE ON A REGULAR BASIS AND REPLACED YEARLY.
- ALL SIGNS SHALL BE IN GOOD WORKING ORDER, PROPERLY MAINTAINED, AND REPAIRED AS NEEDED, PAINTED AND WELL-KEPT.
- THE USE, OPERATIONS, SITE, BUILDING AND STRUCTURES 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 NATIONAL AND FEDERAL REGULATIONS.
- THE USE, OPERATIONS, SITE, BUILDING AND STRUCTURES SHALL BE CONDUCTED IN SUCH A WAY AS TO CONSTITUTE A PUBLIC OR PRIVATE NUISANCE OR TO VIOLATE ANY OF THE PERFORMANCE STANDARDS SET OUT IN SECTION 420-38 OF THE VILLAGE ZONING ORDINANCE.
- THE SITE, BUILDING AND GARBAGE DUMPSTER STRUCTURE SHALL BE MAINTAINED IN A CLEAN, NEAT, PRESENTABLE, AESTHETICALLY PLEASING, ODOR-FREE, STRUCTURALLY SOUND AND NONHAZARDOUS CONDITION INSIDE AND OUTSIDE OF THE STORE AT ALL TIMES. ALL LITTER AND DEBRIS OUTSIDE OF THE STRUCTURES SHALL BE PROMPTLY REMOVED ON A DAILY BASIS. THE GARBAGE DUMPSTER ENCLOSURE DOORS SHALL NOT BE LEFT OPEN AND ON GARBAGE DAY THEY SHALL BE PROMPTLY CLOSED AFTER THE PICK-UP OF GARBAGE.
- THE HANDICAPPED PARKING SPACE SHALL BE APPROPRIATELY SIGNED, PAINTED ON THE PAVEMENT AND MAINTAINED PURSUANT TO ADA REQUIREMENTS.
- ALL EXTERIOR MECHANICAL UNITS, ANTENNAE AND/OR SATELLITE DISHES, WHETHER ROOF-MOUNTED OR GROUND-MOUNTED, SHALL BE SCREENED FROM THE GENERAL PUBLIC'S VIEW.
- THERE SHALL BE NO OUTSIDE SALE OR DISPLAY OF MERCHANDISE, EXCEPT FOR THE TWO (2) ICE DISPENSER AND ONE (1) LP DISPENSER. ANY ICE OR LP DISPENSERS/CABINETS SHALL BE MAINTAINED (NOT RUSTED IN APPEARANCE) AND SHALL NOT BLOCK ANY WINDOWS OR DOORWAYS.
- NO MERCHANDISE SHALL BE STACKED OR PILED INSIDE THE STORE IN FRONT OF ANY WINDOWS.
- ONLY TYPICAL HOUSEHOLD CLEANERS USED IN THE MAINTENANCE OF THE BUSINESS IN ORDER TO CLEAN THE FOOD PREPARATION AND SERVICE AREAS, FLOORS AND BATHROOMS. THE ONLY WASTE THAT IS DISPOSED OF AT THE SITE IS SPOILED FOOD AND DRINK PRODUCTS, GREY WATER WASTE AND SANITARY WASTE FROM THE BATHROOMS.
- 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.

**BEARING BASIS:**

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NE 1/4 OF SECTION 8-1-22, WAS USED AS N02°49'58"W

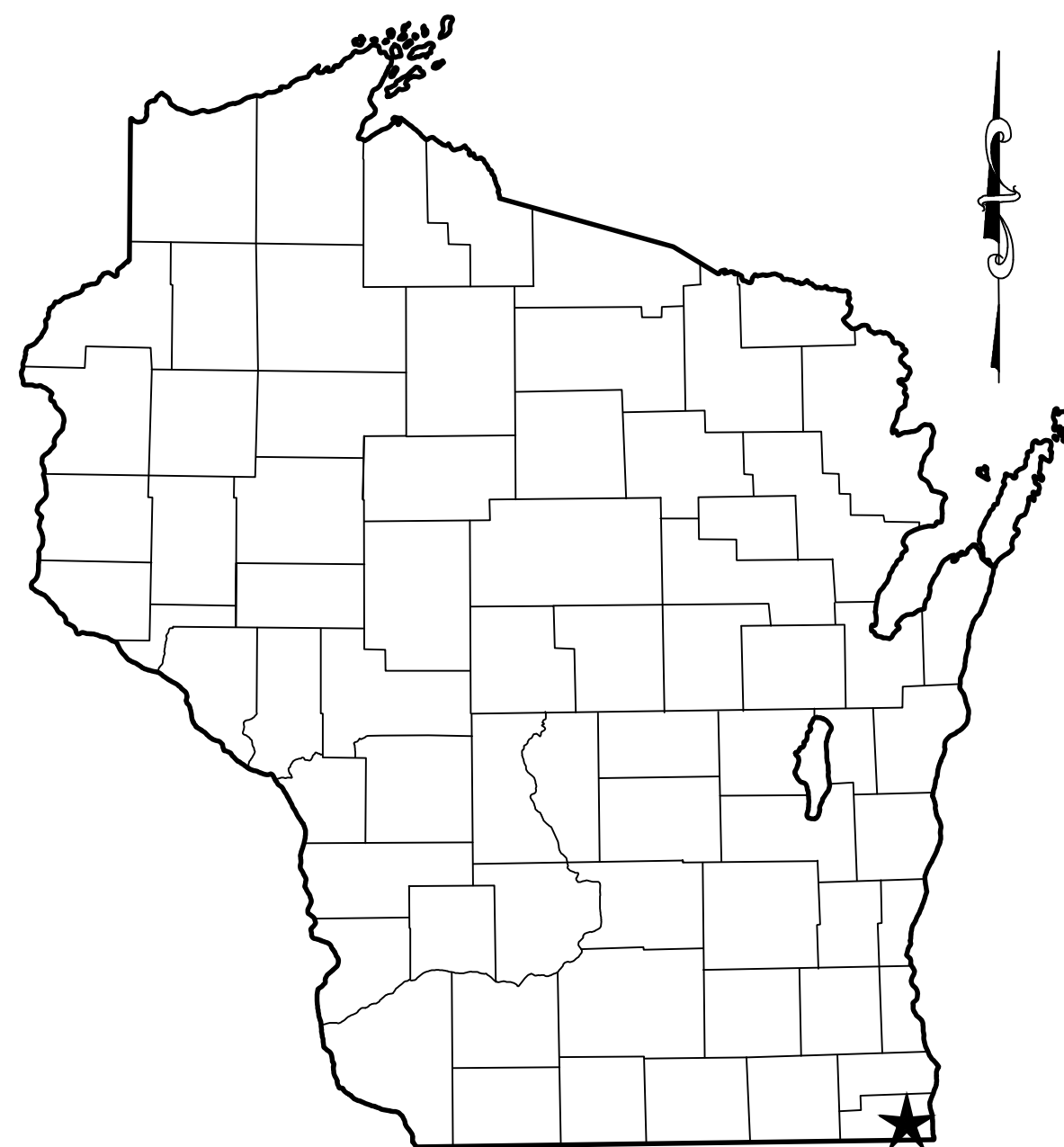
**REFERENCE BENCHMARK:**

NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8-1-22, CONCRETE MONUMENT WITH SEWRPC BRASS CAP. ELEVATION = 707.26

**SITE BENCHMARKS:**

- BENCHMARK 1: CHISELED CROSS ON CURB HEAD, SOUTH SIDE OF WEST ADJACENT SITE ENTRANCE. ELEVATION = 715.95.
- BENCHMARK 2: EAST FLANGE BOLT ON HYDRANT LOCATED ON NORTH SIDE OF 76TH ST., 60± FT. WEST OF CENTERLINE C.T.H. "H". ELEVATION = 707.01

PARCEL SIZE:	125,261 SF (2.8756 AC)
STORE/CARWASH FOOTPRINT:	10,150 SF
# OF PUMPS:	26 (2 E-85, 4 DIESEL)
# OF PARKING SPACES:	39 (2 HC)
BUILDING AREA:	10,150 SF 8.1%
PAVEMENT AREA:	57,488 SF 45.9%
GREEN SPACE AREA:	67,638 SF 46.0%



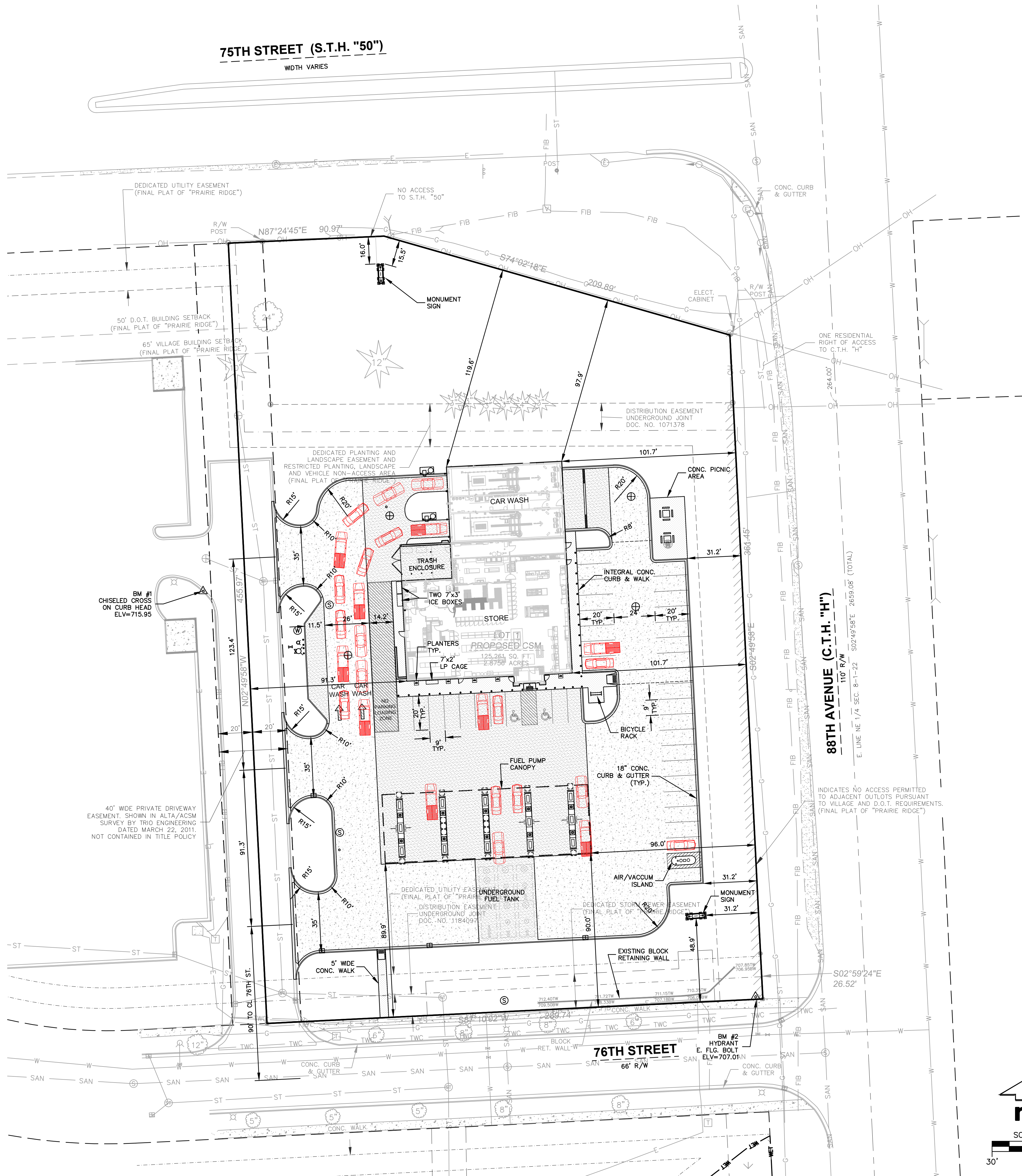
**SITE MAP**

**SITE AND OPERATIONAL PLAN PACKAGE**  
**CONVENIENCE STORE #172 WITH DOUBLE BAY CARWASH**  
 C.T.H. "H" AND 76TH ST. VILLAGE OF PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

DRAWN BY JSK/RWI  
 SCALE  
 JSD PROJ. NO. 14-6612A  
 DATE 02-15-2015  
 SHEET 1 OF 22





**PAVING NOTES**

1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE VILLAGE OF PLEASANT PRAIRIE ORDINANCES.
2. CONCRETE PAVING SPECIFICATIONS—  
 CODES AND STANDARDS — THE PLACING, CONSTRUCTION AND COMPOSITION OF THE CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 415 AND 416 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2009. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.  
 CRUSHED AGGREGATE BASE COURSE — THE BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.  
 SURFACE PREPARATION — NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

**PAVEMENT STRIPING NOTES**

1. CONTRACTOR SHALL CONSULT STRIPING COLOR WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE CONTRACTOR GRADE ACRYLIC STRIPING PAINT FOR NEW ASPHALT OR COATED ASPHALT. ALL STRIPING SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. THOROUGHLY CLEAN SURFACES FREE OF DIRT, SAND, GRAVEL, OIL AND OTHER FOREIGN MATTER. CONTRACTOR RESPONSIBLE TO INSPECT PAVEMENT SURFACES FOR CONDITIONS AND DEFECTS THAT WILL ADVERSELY AFFECT QUALITY OF WORK, AND WHICH CANNOT BE PUT INTO AN ACCEPTABLE CONDITION THROUGH NORMAL PREPARATORY WORK AS SPECIFIED.
4. DO NOT PLACE MARKING OVER UNSOUND PAVEMENTS. IF THESE CONDITIONS EXIST, NOTIFY OWNER. STARTING INSTALLATION CONSTITUTES CONTRACTOR'S ACCEPTANCE OF SURFACE AS SUITABLE FOR INSTALLATION.
5. LAYOUT MARKINGS USING GUIDE LINES, TEMPLATES AND FORMS, STENCILS AND TEMPLATES SHALL BE PROFESSIONALLY MADE TO INDUSTRY STANDARDS. "FREE HAND" PAINTING OF ARROWS, SYMBOLS, OR WORDING SHALL NOT BE ALLOWED. APPLY STRIPES STRAIGHT AND EVEN.
6. PROTECT ADJACENT CURBS, WALKS, FENCES, AND OTHER ITEMS FROM RECEIVING PAINT.
7. APPLY MARKING PAINT AT A RATE OF ONE (1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR (4) INCH WIDE STRIPES. (OR TO MFG. SPECIFICATION)
8. BARRICADE MARKED AREAS DURING INSTALLATION AND UNTIL THE MARKING PAINT IS DRIED AND READY FOR TRAFFIC.
9. ALL HANDICAPPED ACCESSIBLE PARKING SHALL BE LOCATED PER 2009 IBC 1106.6

**NOTE**

REFER TO GEOTECH REPORT BY ENGINEER OF RECORD, GILES ENGINEERING ASSOCIATES, INC., DATED FEBRUARY 2, 2015 FOR PAVEMENT THICKNESS RECOMMENDATION.

**PAVEMENT STRUCTURE**

- 8" CONCRETE PAVEMENT  
 6" CRUSHED AGGREGATE BASE COURSE (1-1/2" DENSE GRADED LESTONE)  
 8" CONCRETE (CONSULT OWNER FOR REINFORCEMENT, IF ANY, AND MIX DESIGN)
- 6" CONCRETE PAVEMENT  
 6" CRUSHED AGGREGATE BASE COURSE (1-1/2" DENSE GRADED LESTONE)  
 6" CONCRETE (CONSULT OWNER FOR REINFORCEMENT, IF ANY, AND MIX DESIGN)
- CONCRETE SIDEWALK  
 6" CRUSHED AGGREGATE BASE COURSE  
 5" CONCRETE

**LEGEND**

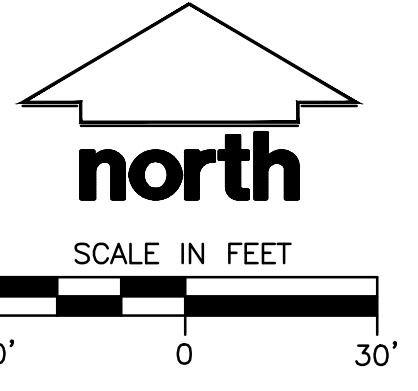
- ⊙ SANITARY SEWER MANHOLE
- ⊕ STORM MANHOLE
- ⊕ CATCH BASIN ROUND
- ⊕ CATCH BASIN SQUARE
- ⊕ FIRE HYDRANT
- ⊕ WATER VALVE
- ⊕ GAS VALVE
- ⊕ LIGHT POLE
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- ⊕ SIGN
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- T — UNDERGROUND TELEPHONE
- FIB — UNDERGROUND FIBER OPTICS
- OH — OVERHEAD UTILITY
- ⊕ CONIFEROUS TREE
- ⊕ DECIDUOUS TREE

**PRE-DEVELOPMENT (PROPERTY LIMIT):**  
 PERVIOUS — 105,912 SF  
 IMPERVIOUS — 19,349 SF

**POST-DEVELOPMENT (PROPERTY LIMIT):**  
 PERVIOUS — 57,623 SF (46.0% GREEN SPACE)  
 IMPERVIOUS — 67,638 SF (10,150 SF STORE/CARWASH)

**88TH AVENUE (C.T.H. "H")**  
 110' R/W  
 E. LINE NE 1/4 SEC. 8-1-22 S02°49'58"E 2659.08' (TOTAL)

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



**SHEET INDEX**

SP1.0	SITE LAYOUT AND PAVEMENT ID PLAN
SP2.0	SITE DEMO PLAN
SP3.0	GRADING AND EROSION CONTROL PLAN
SP3.1	GRADING AND EROSION CONTROL PLAN OFFSITE IMPROVEMENTS
SP4.0	UTILITY PLAN STORM SEWER
SP4.1	UTILITY PLAN SANITARY SEWER AND WATER SERVICES
SP5.0	NOTES AND DETAILS
SP5.1	NOTES AND DETAILS

**KWIK TRIP**  
**STORES**

KWIK TRIP, Inc.  
 P.O. BOX 2107  
 1626 OAK STREET  
 LA CROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960

**JSD Professional Services, Inc.**  
 Engineers • Surveyors • Planners  
 MILWAUKEE REGIONAL OFFICE  
 N22 W22831 NANCY'S COURT SUITE 3  
 WAUKESHA, WISCONSIN 53186  
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**SITE LAYOUT AND PAVEMENT ID PLAN**  
**CONVENIENCE STORE #172 WITH DOUBLE BAY CARWASH**  
 C.T.H. "H" AND 76TH ST.  
 VILLAGE OF PLEASANT PRAIRIE, WI

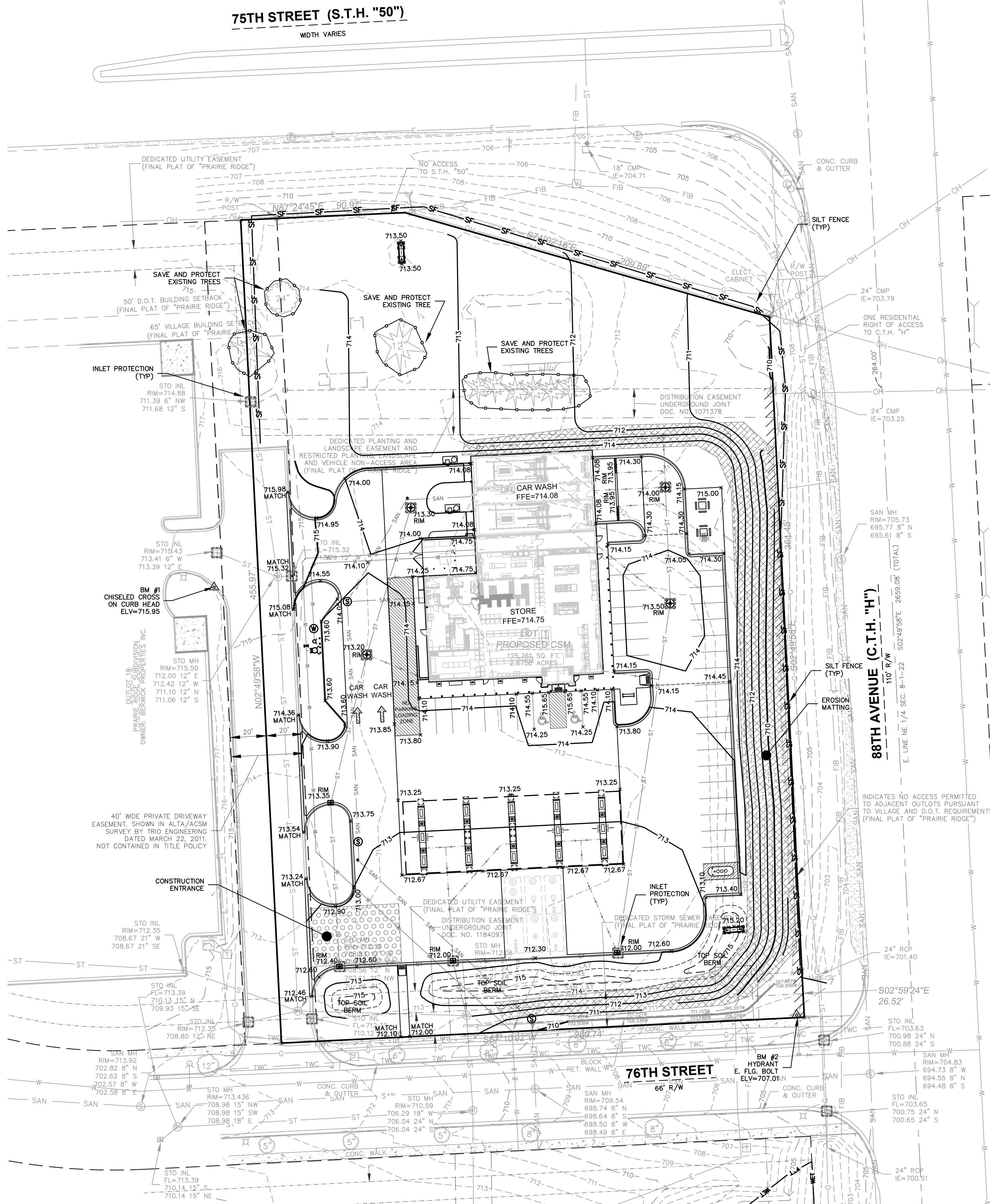
#	DATE	DESCRIPTION

DRAWN BY: JSK/RWI  
 SCALE: 1" = 30'  
 JSD PROJ. NO.: 14-6612A  
 DATE: 02-15-2015  
 SHEET: 2 OF 22 SP1.0









**CONSTRUCTION SITE SEQUENCING**

1. INSTALL PERIMETER SILT FENCE, EXISTING INLET PROTECTION, AND TEMPORARY CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONDUCT ROUGH GRADING EFFORTS.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
7. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

**GRADING NOTES**

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
  - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
  - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONTRACTOR WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL VILLAGE AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.
16. SEE SHEET SP4 FOR ADDITIONAL EROSION AND SEDIMENT CONTROL NOTES.

**LEGEND**

- ⊙ SANITARY SEWER MANHOLE
- ⊕ STORM MANHOLE
- ⊕ CATCH BASIN ROUND
- ⊕ CATCH BASIN SQUARE
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 LA CROSSE, WI 54602-2107  
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**GRADING AND EROSION CONTROL PLAN**

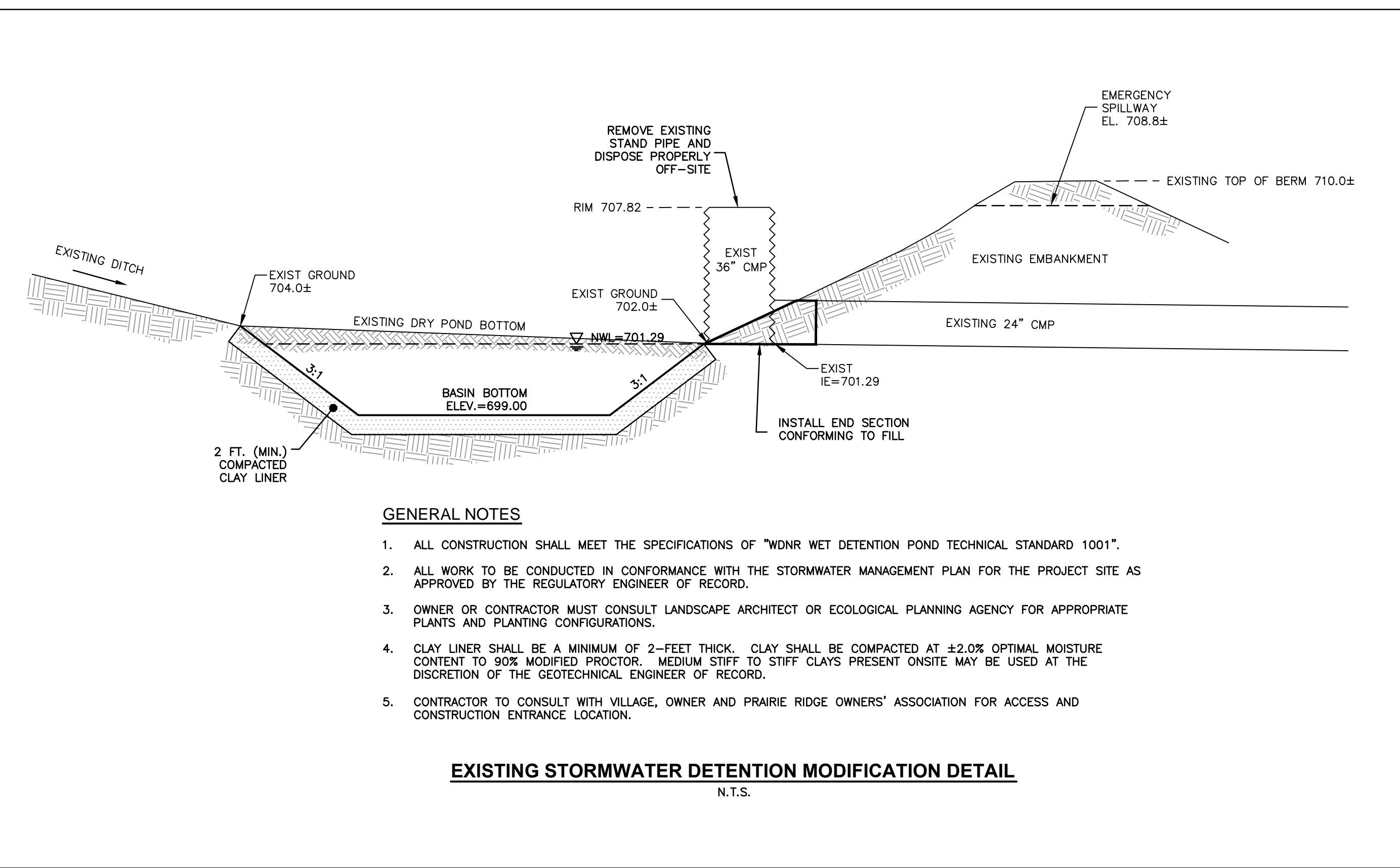
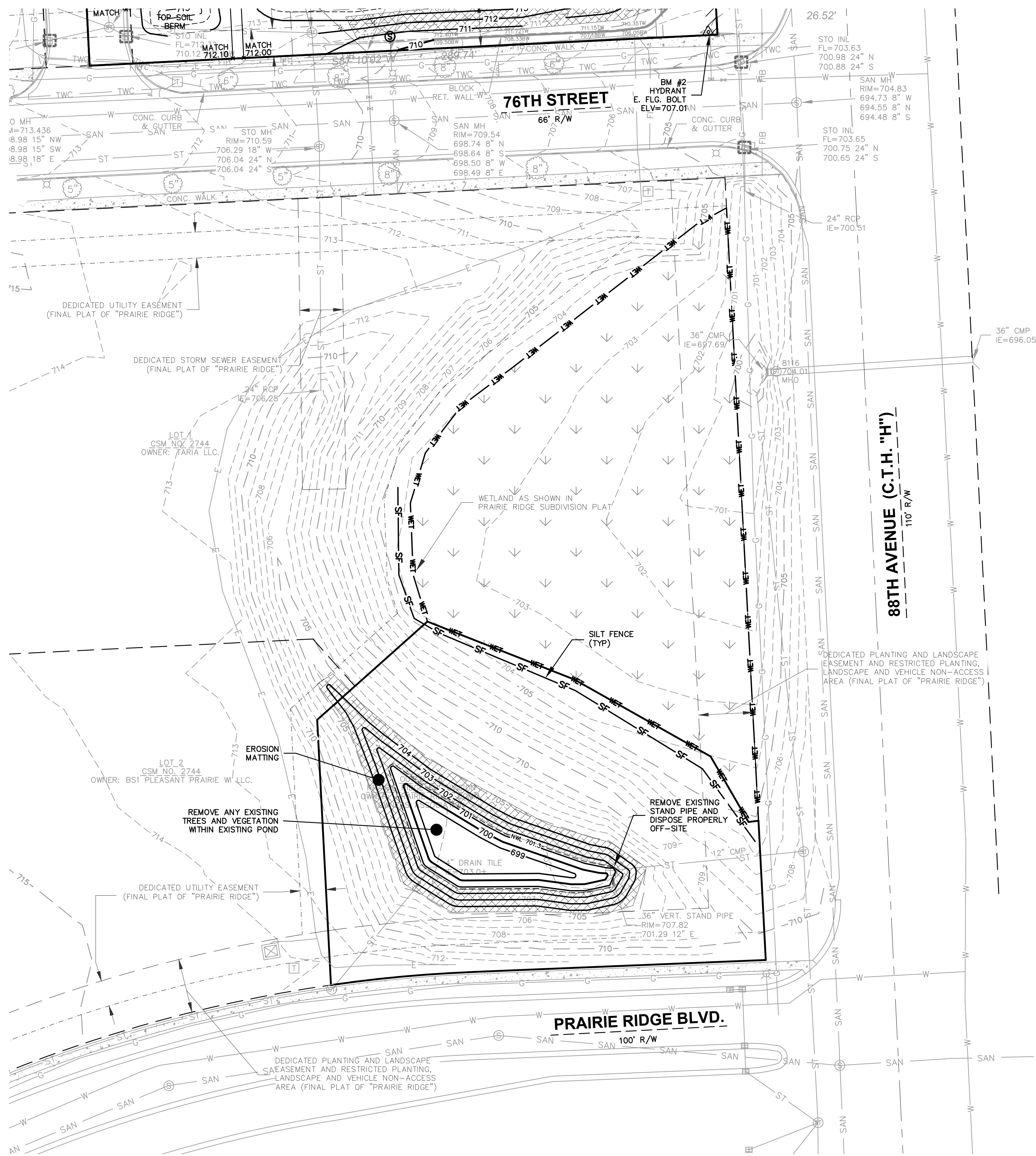
**CONVENIENCE STORE #172 WITH DOUBLE BAY CARWASH**

C.T.H. "H" AND 76TH ST.  
 VILLAGE OF PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

DRAWN BY JSK/RWI  
 SCALE 1" = 30'  
 JSD PROJ. NO. 14-6612A  
 DATE 02-15-2015  
 SHEET 4 OF 22 SP3.0





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STORES

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
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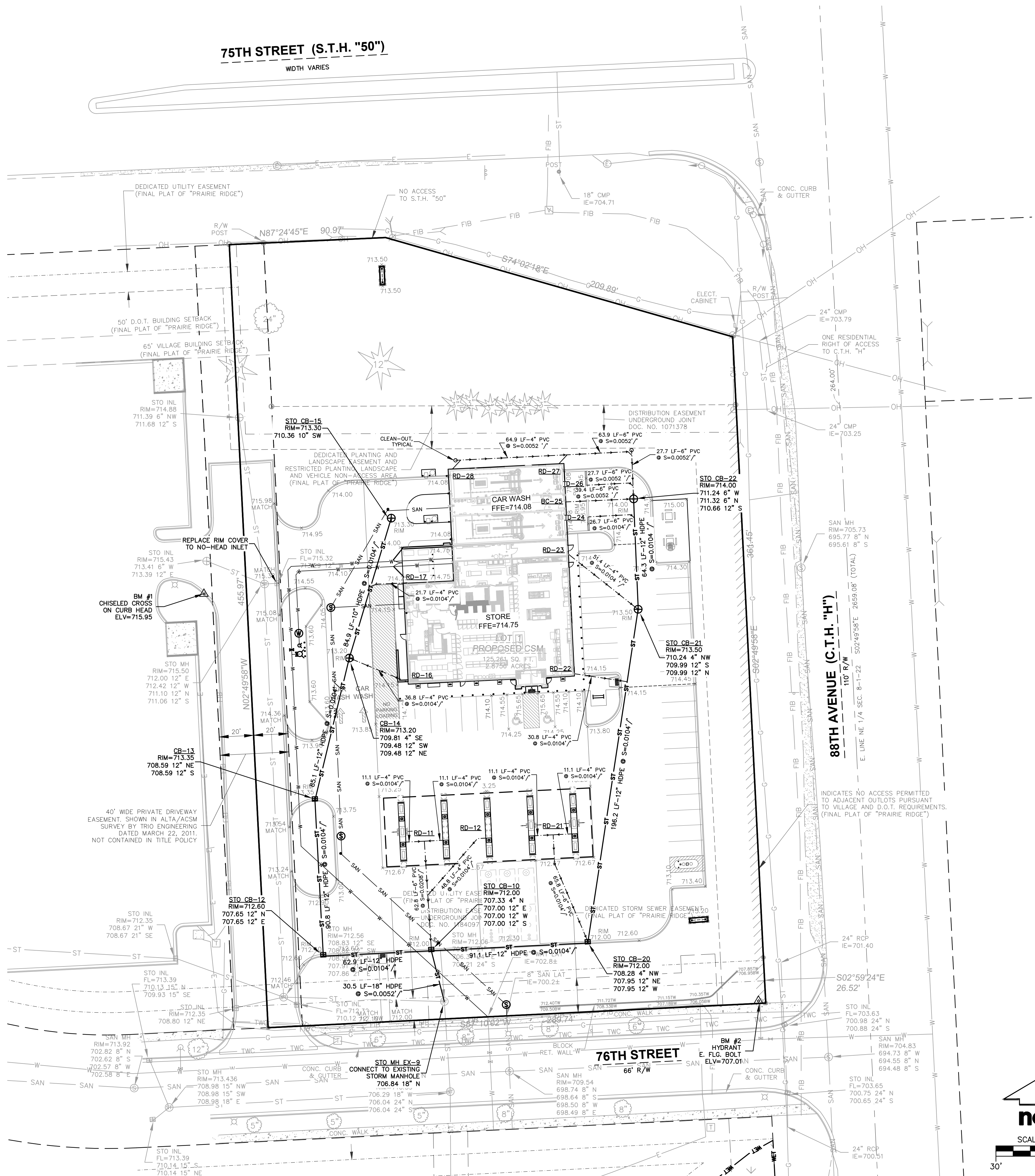
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**GRADING AND EROSION CONTROL  
PLAN - OFFSITE IMPROVEMENTS**  
CONVENIENCE STORE #172  
WITH DOUBLE BAY CARWASH  
C.T.H. "H" AND 76TH ST.  
VILLAGE OF PLEASANT PRAIRIE, WI

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SHEET 5 OF 22 SP3.1





**UTILITY NOTES**

- EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND/OR TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN (WISCONSIN LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
- UTILITY CONSTRUCTION AND SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF PLEASANT PRAIRIE SPECIAL PROVISIONS AND WISCONSIN DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES DSPS 382.
- TRACER WIRES SHALL BE INSTALLED AS NECESSARY IN ACCORD WITH 182.0715(2R) OF THE STATE STATUTES AND VILLAGE OF PLEASANT PRAIRIE REQUIREMENTS.
- LENGTHS OF PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPUTATIONS OF MATERIALS REQUIRED TO COMPLETE WORK. LENGTHS SHALL BE FIELD VERIFIED DURING CONSTRUCTION.
- CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT EXISTING UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, ETC.) TO MATCH FINISHED GRADES OF THE AREAS DISTURBED DURING CONSTRUCTION.
- CONTRACTOR SHALL FIELD VERIFY LOCATIONS, ELEVATIONS, AND SIZES OF PROPOSED UTILITIES AND CHECK ALL CROSSINGS FOR CONFLICTS PRIOR TO ATTEMPTING CONNECTIONS AND BEGINNING UTILITY CONSTRUCTION.
- CATCH BASINS CB-10, CB-11 AND CB-21 SHALL BE TRAPPED CATCH BASINS WITH AN ELBOW FITTING ON THE OUTLET PIPE TO PREVENT DISCHARGE OF OIL/GAS SHEEN. OWNER SHALL REGULARLY MONITOR CATCH BASINS FOR EVIDENCE OF PETROLEUM AND/OR DEBRIS. OWNER SHALL BE RESPONSIBLE FOR CLEANING OF CATCH BASINS.
- STORM SEWER SPECIFICATIONS-  
PIPE-HIGH DENSITY DUAL-WALL POLYETHYLENE N-12 CORRUGATED PIPE (HDPE) SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE "S", OR POLYVINYL CHLORIDE (PVC)-CLASS PS46 MEETING AASHTO M278, AS NOTED.  
INLETS/CATCH BASINS-INLETS/CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO. 25 OF THE "STANDARD SPECIFICATIONS" WITH A 1'-8" X 2'-6" MAXIMUM OPENING. FRAME & GRATE SHALL BE NEENAH R-2501 WITH TYPE G GRATE, OR EQUAL. CURB FRAME & GRATE SHALL BE NEENAH R-3067, OR EQUAL. THE SUMP DEPTH (VERTICAL DISTANCE FROM THE BASE OF THE STRUCTURE TO OUTFALL INVERT OF THE PIPE) SHALL BE 18" MIN.  
BACKFILL AND BEDDING-STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".  
MANHOLE FRAMES AND COVERS-MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1642 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.  
FIELD TILE CONNECTION-ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
- WATER MAIN SPECIFICATIONS -  
PIPE-WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE MEETING THE REQUIREMENTS OF AWWA STANDARD C-900, CLASS 150, DR-18, WITH CAST IRON O.D. AND INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.  
VALVES AND VALVE BOXES-GATE VALVES SHALL BE AWWA GATE VALVES MEETING THE REQUIREMENTS OF AWWA C-500 AND CHAPTER 8.27.0 OF THE "STANDARD SPECIFICATIONS". GATE VALVES AND VALVE BOXES SHALL CONFORM TO LOCAL PLUMBING ORDINANCES.  
10-GAUGE TRACER WIRE SHALL BE INSTALLED ALONG THE ENTIRE LENGTH OF ALL PRIVATE WATER MAINS, HYDRANT LEADS AND LATERALS. THE TRACER WIRE SHALL BE EXTENDED TO THE SURFACE AT THE BUILDING WALL AND ALL OTHER SYSTEM LIMITS AND ENCLOSED IN A RISER BOX WITH "WATER" ON THE COVER.  
HYDRANTS-HYDRANTS SHALL CONFORM TO THE SPECIFICATIONS OF THE VILLAGE OF PLEASANT PRAIRIE AND IN ACCORDANCE WITH FILE NO. 38 OF THE "STANDARD SPECIFICATIONS." THE DISTANCE FROM THE GROUND LINE TO THE CENTERLINE OF THE LOWEST NOZZLE AND THE LOWEST CONNECTION OF THE FIRE DEPARTMENT SHALL BE NO LESS THAN 18-INCHES AND NO GREATER THAN 23-INCHES.  
BEDDING AND COVER MATERIAL-PIPE BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS, OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.4.3.2 OF THE "STANDARD SPECIFICATIONS".  
BACKFILL-BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE WITH CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS." GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
- SANITARY SEWER SPECIFICATIONS -  
PIPE-SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034. PIPE SHALL BE INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.  
BEDDING AND COVER MATERIAL-BEDDING AND COVER MATERIAL SHALL CONFORM TO THE APPROPRIATE SECTIONS OF THE "STANDARD SPECIFICATION" WITH THE FOLLOWING MODIFICATION: "COVER MATERIAL SHALL BE THE SAME AS USED FOR BEDDING AND SHALL CONFORM TO SECTION 8.4.3.2 (A). BEDDING AND COVER MATERIAL SHALL BE PLACED IN A MINIMUM OF THREE SEPARATE LIFTS, OR AS REQUIRED TO INSURE ADEQUATE COMPACTING OF THESE MATERIALS, WITH ONE LIFT OF BEDDING MATERIAL ENDING AT OR NEAR THE SPRINGLINE OF THE PIPE. THE CONTRACTOR SHALL TAKE CARE TO COMPLETELY WORK BEDDING MATERIAL UNDER THE HAUNCH OF THE PIPE TO PROVIDE ADEQUATE SIDE SUPPORT."  
BACKFILL-BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 2.6.0 OF THE "STANDARD SPECIFICATIONS." GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".  
MANHOLES-MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NOS. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS" AND ALL SPECIAL PROVISIONS OF THE VILLAGE OF PLEASANT PRAIRIE.  
MANHOLE FRAMES AND COVERS-MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1580 WITH TYPE "B" SELF SEALING LIDS, NON-ROCKING OR EQUAL.  
SAMPLING MANHOLES-SAMPLING MANHOLE SHALL MEET THE STANDARDS OF A TYPICAL MINIMUM 48-INCH DIAMETER SANITARY MANHOLE, WITH ECCENTRIC CONE AS SPECIFIED IN CHAPTER 405 OF THE MUNICIPAL CODE WITH A PRIMARY FLOW MEASURING DEVICE INSTALLED.  
FRAME AND GRATE SHALL BE NEENAH R-1580 WITH TYPE "B" NON-ROCKING FRAME AND COVER. MANHOLE CASTING SHALL HAVE AN EXTERNAL CHIMNEY SEAL.  
PRIMARY FLOW MEASURING DEVICE SHALL BE A PALMER-BOWLUS FLUME WITH INTEGRAL APPROACH SECTION. FLUME SIZE SHALL BE BASED UPON LATERAL PIPE SIZE AND SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND TOLERANCES.  
NO HORIZONTAL ALIGNMENT CHANGES SHALL BE ALLOWED AT THE SAMPLING MANHOLE.  
THE SAMPLING MANHOLE SHALL BE LOCATED TO ALLOW EASY ACCESS FOR UTILITY CREWS.
- WATER MAIN AND SANITARY SEWER SHALL BE INSULATED WHEREVER THE DEPTH OF COVER IS LESS THAN 6 FEET. INSULATION AND PLACING OF INSULATION SHALL CONFORM TO CHAPTER 4.17.0 "INSULATION" OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN 6TH EDITION UPDATED WITH ITS LATEST ADDENDUM (TY.)
- TRACER WIRE SHALL BE EXTENDED ABOVE GRADE VIA A 4-INCH PVC PIPE WITH SCREW-ON CAP ADJACENT TO THE PROPOSED TERMINATION POINT OF THE LATERAL FOR THE PROPOSED BUILDING.
- ALL NEW ON-SITE SANITARY, STORM, AND WATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER.
- THE CONTRACTOR SHALL CONTACT THE VILLAGE OF PLEASANT PRAIRIE ENGINEERING DEPARTMENT (262-948-8951) 48-HOURS IN ADVANCE OF SANITARY, WATER, AND STORM CONNECTIONS TO THE VILLAGE-OWNED SYSTEM TO SCHEDULE INSPECTIONS.

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**UTILITY PLAN**  
**STORM SEWER**

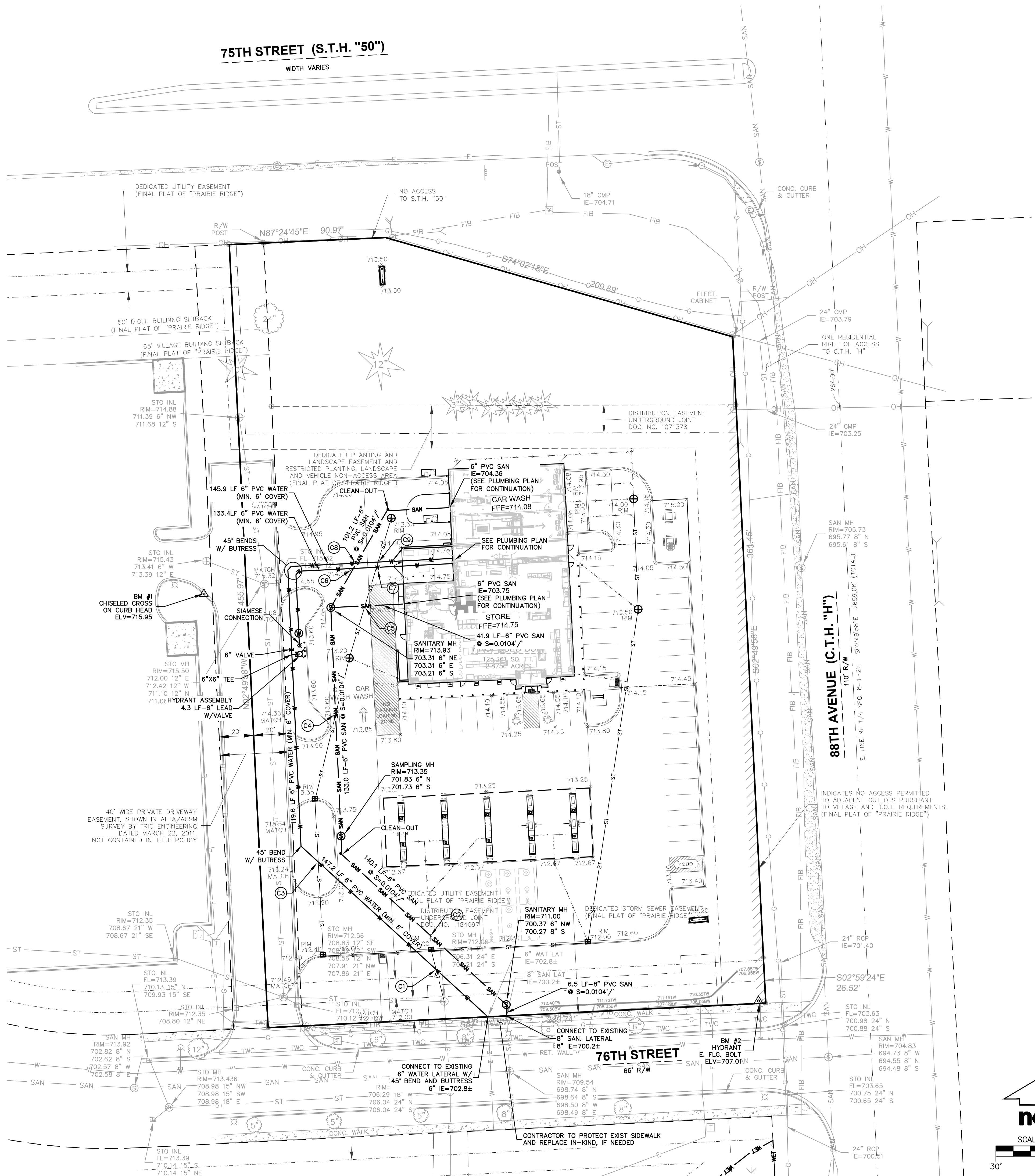
**CONVENIENCE STORE #172**  
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VILLAGE OF PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

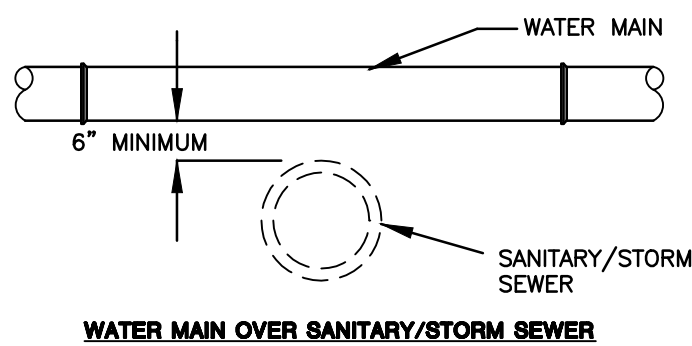
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JSD PROJ. NO. 14-6612A  
DATE 02-15-2015  
SHEET 6 OF 22 SP4.0



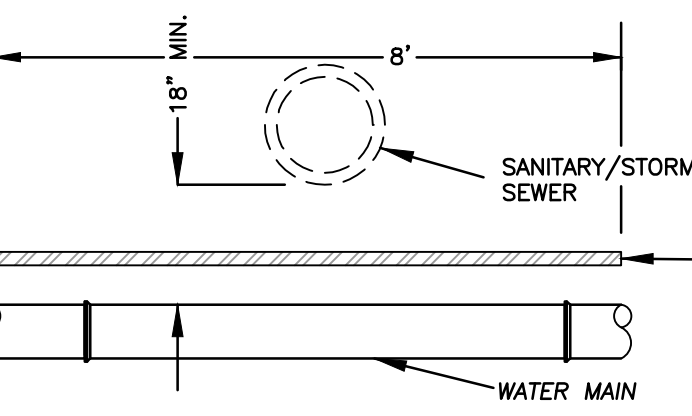


**UTILITY CROSSINGS**

- Ⓒ1 18" STO IE=706.93  
6" WAT IE=704.5±
- Ⓒ2 4" STO IE=707.51  
6" SAN IE=700.99
- Ⓒ3 12" STO IE=708.22  
6" WAT IE=706.5±
- Ⓒ4 12" STO IE=709.47  
6" SAN IE=702.56
- Ⓒ5 12" STO IE=709.81  
6" SAN IE=703.52
- Ⓒ6 6" WAT IE=707.0±  
6" SAN IE=703.58
- Ⓒ7 12" STO IE=710.05  
6" WAT IE=707.0±
- Ⓒ8 6" WAT IE=707.0±  
12" SAN IE=703.62
- Ⓒ9 12" STO IE=710.08  
6" WAT IE=707.0±



**NOTE:**  
AT CROSSING, ONE FULL 18 FOOT LENGTH OF WATER MAIN SHALL BE CENTERED ON THE SEWER. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 8 FEET.



4'x8'x2" POLYSTYRENE BOARD INSULATION IF SEPARATION IS LESS THAN 3' AND DEPTH OF BURY TO TOP OF SEWER IS LESS THAN 6'.

**SEWER - WATER MAIN SEPARATION**  
N.T.S.

**KWIK TRIP**

**STORES**

**KWIK STAR**

**STORES**

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE  
N22 W22931 NANCY'S COURT SUITE 3  
WAUKESHA, WISCONSIN 53186  
262.513.0666 PHONE | 262.513.1232 FAX  
MADISON | MILWAUKEE | KENOSHA | APPLETON

**UTILITY PLAN**  
**SANITARY SEWER AND WATER SERVICES**  
**CONVENIENCE STORE #172**  
**WITH DOUBLE BAY CARWASH**  
C.T.H. "H" AND 76TH ST.  
VILLAGE OF PLEASANT PRAIRIE, WI

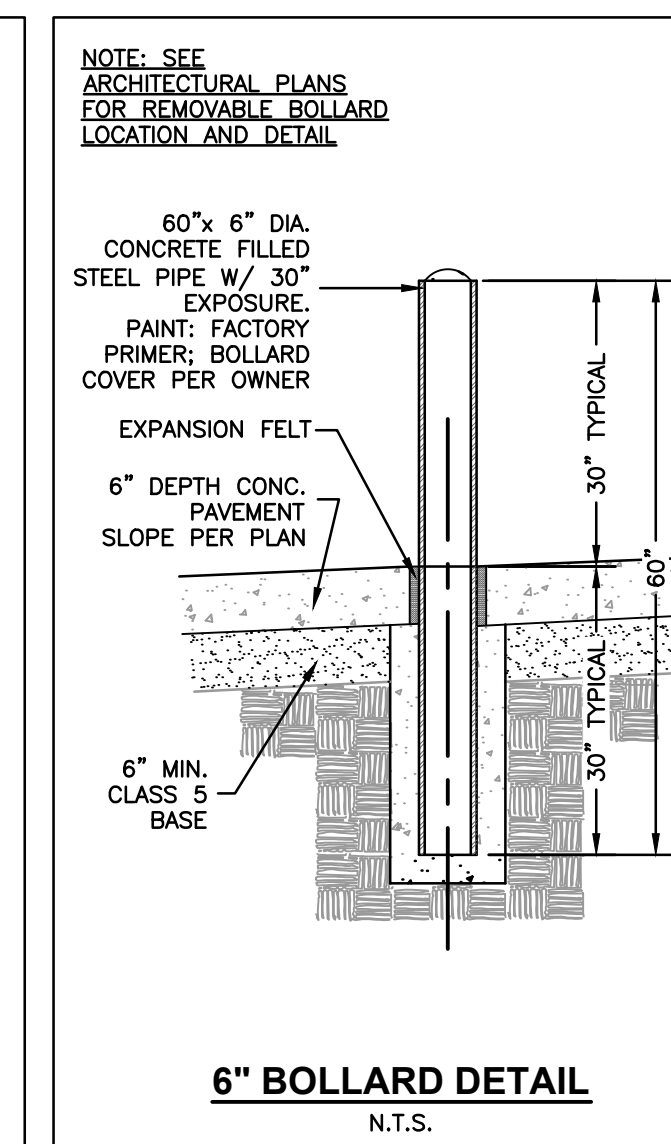
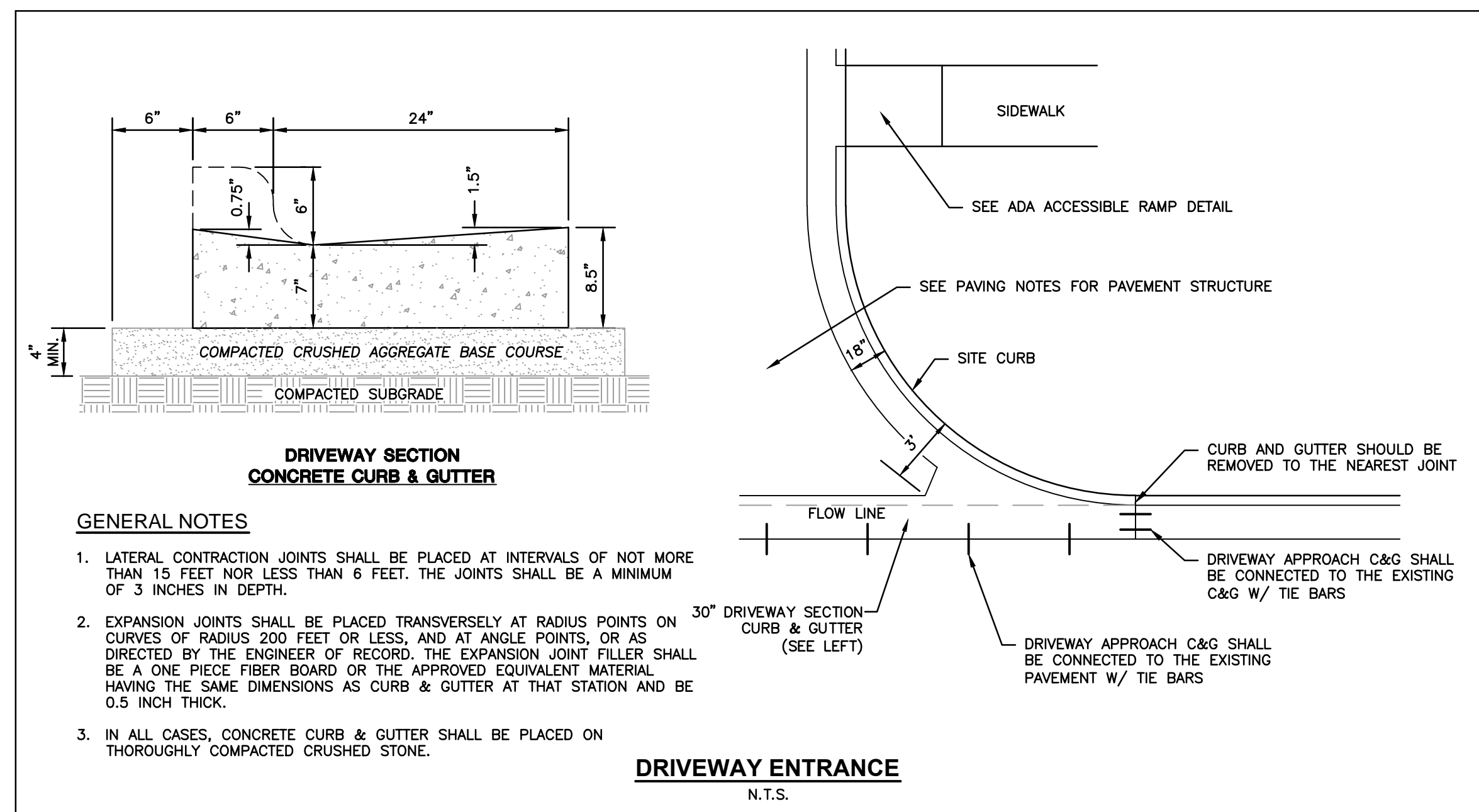
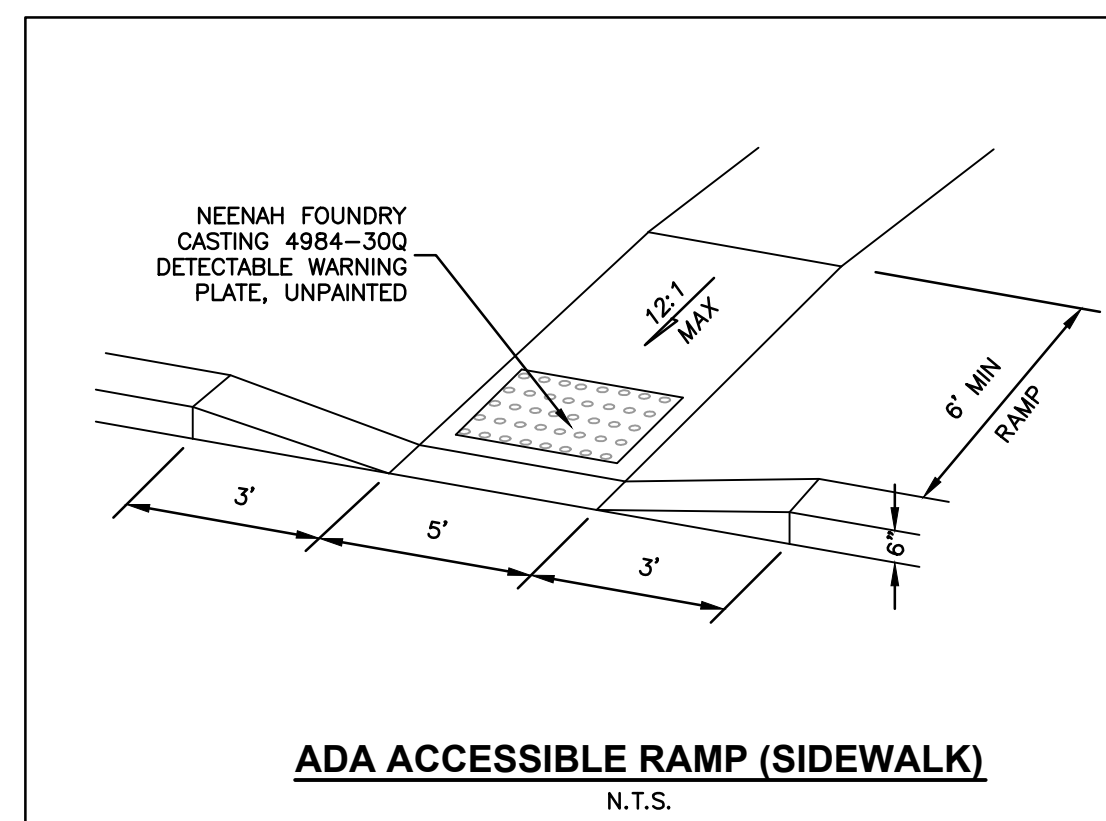
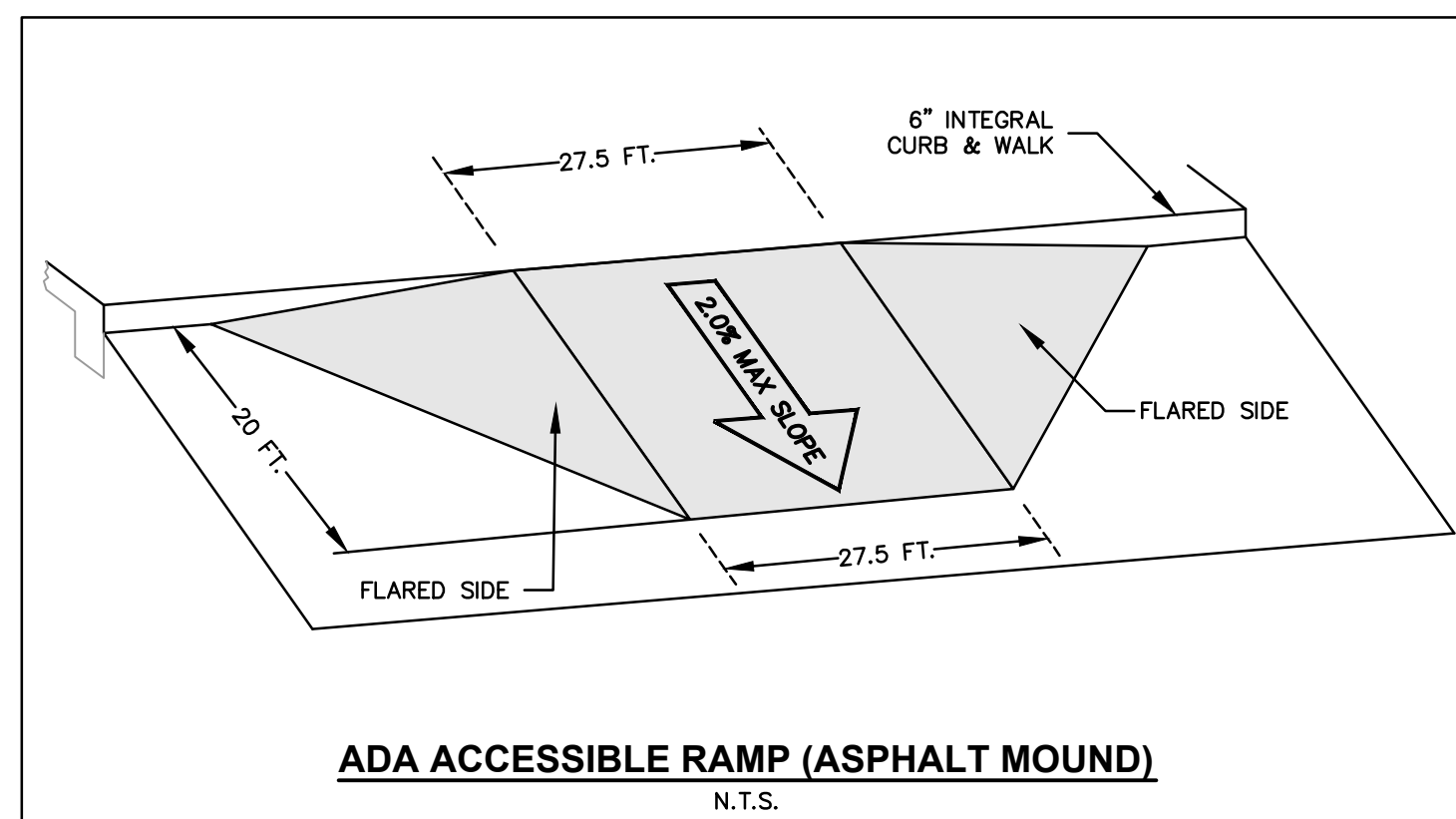
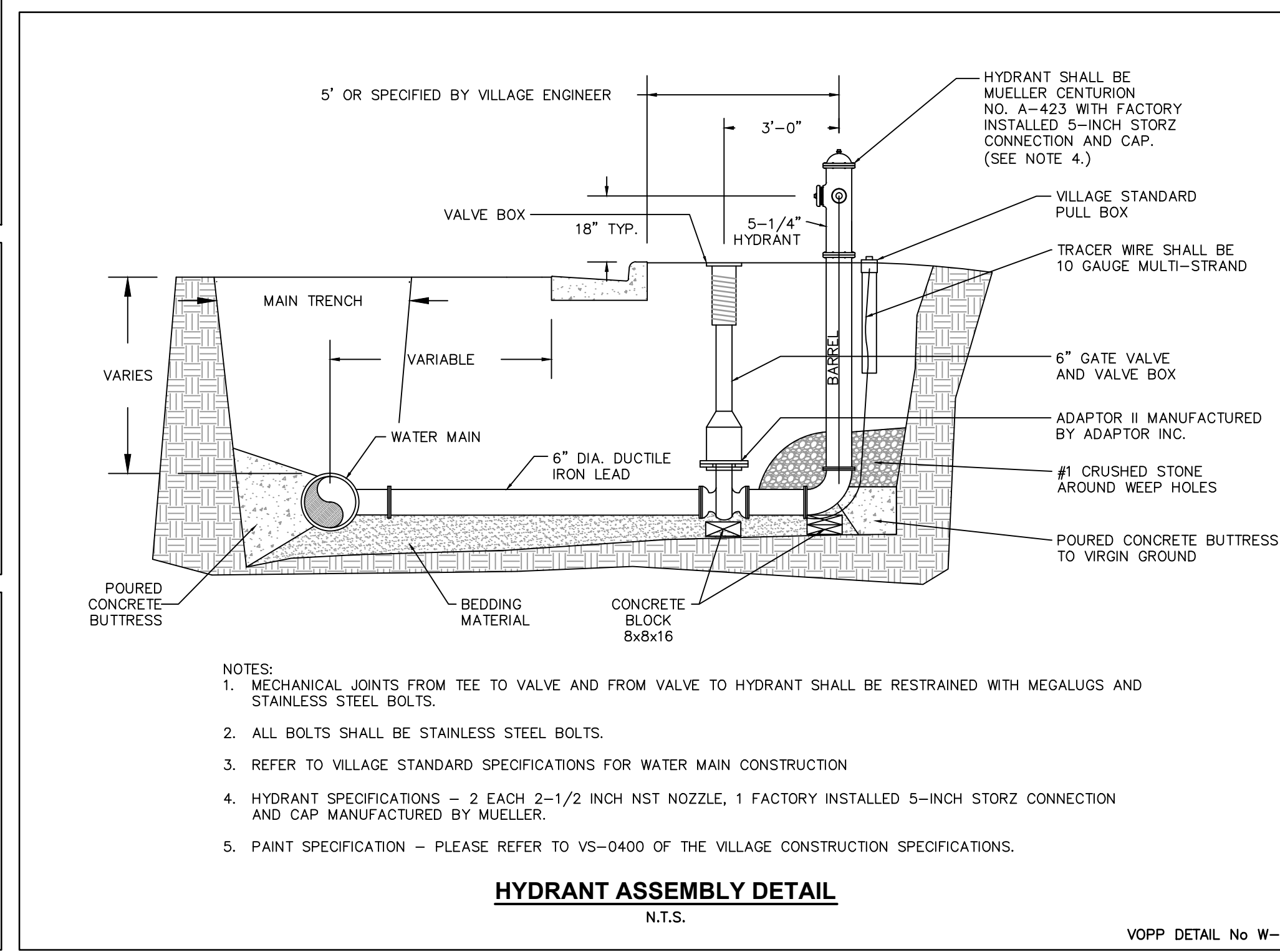
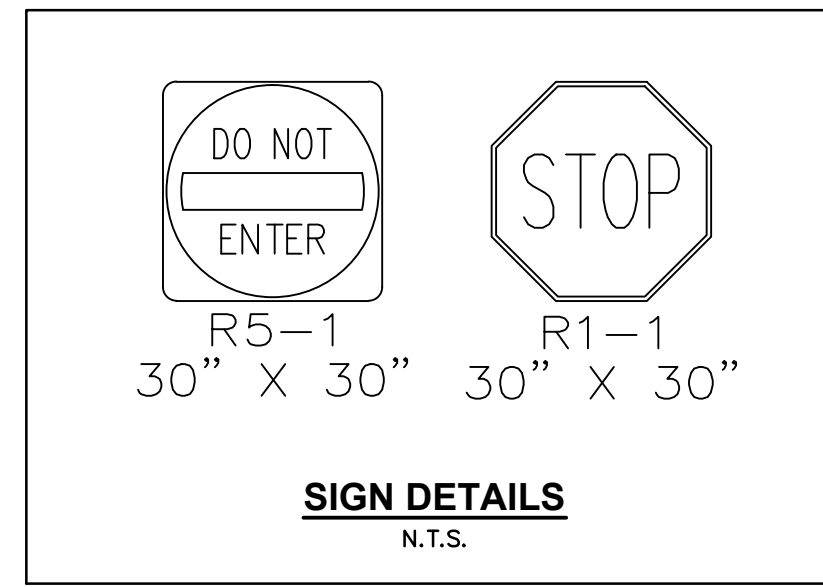
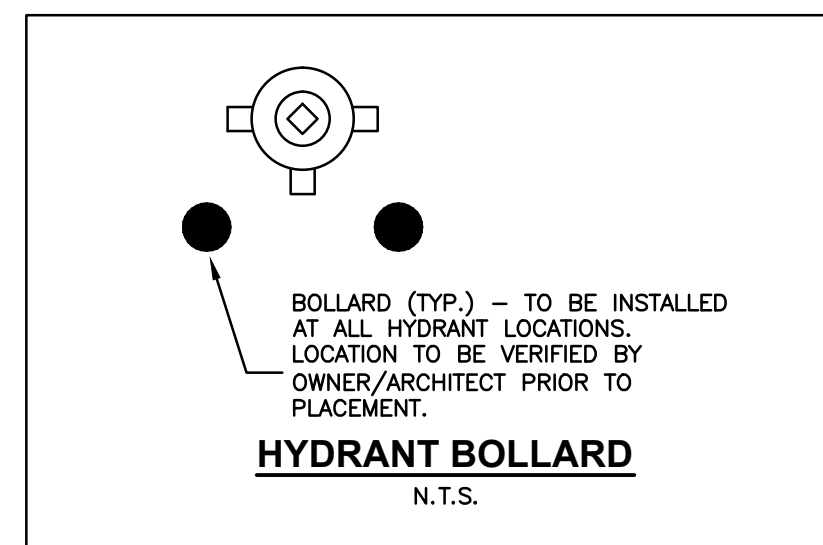
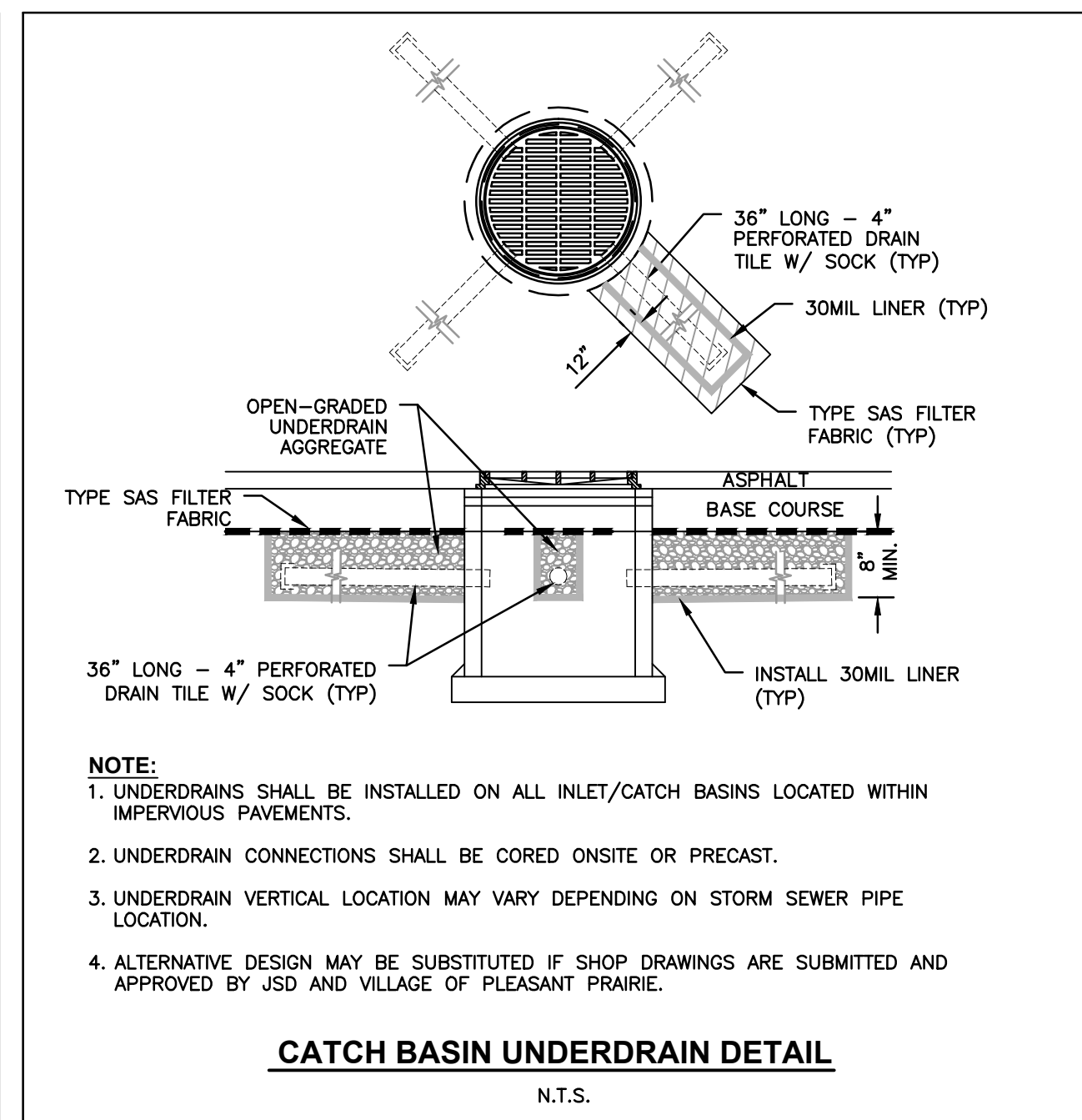
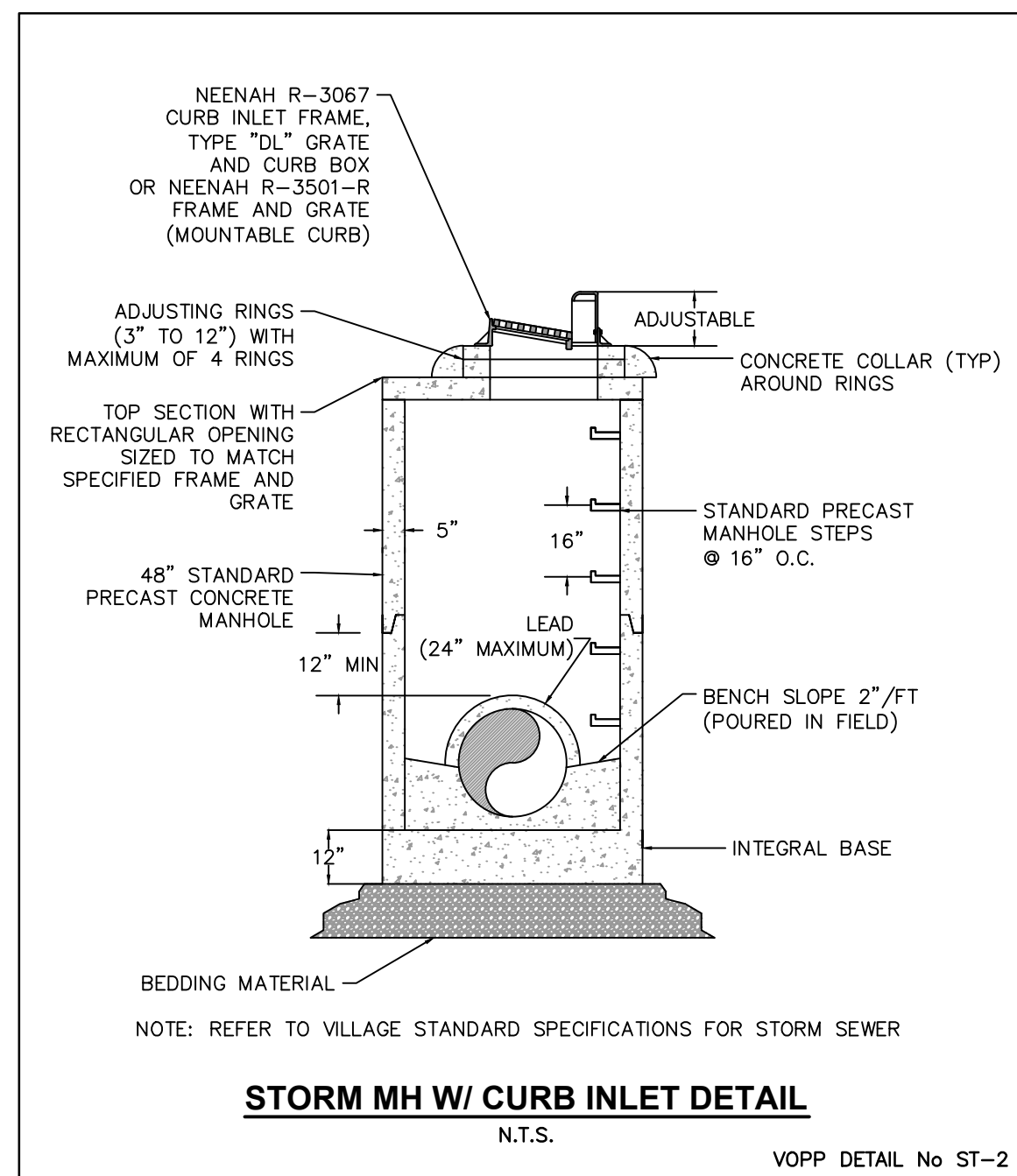
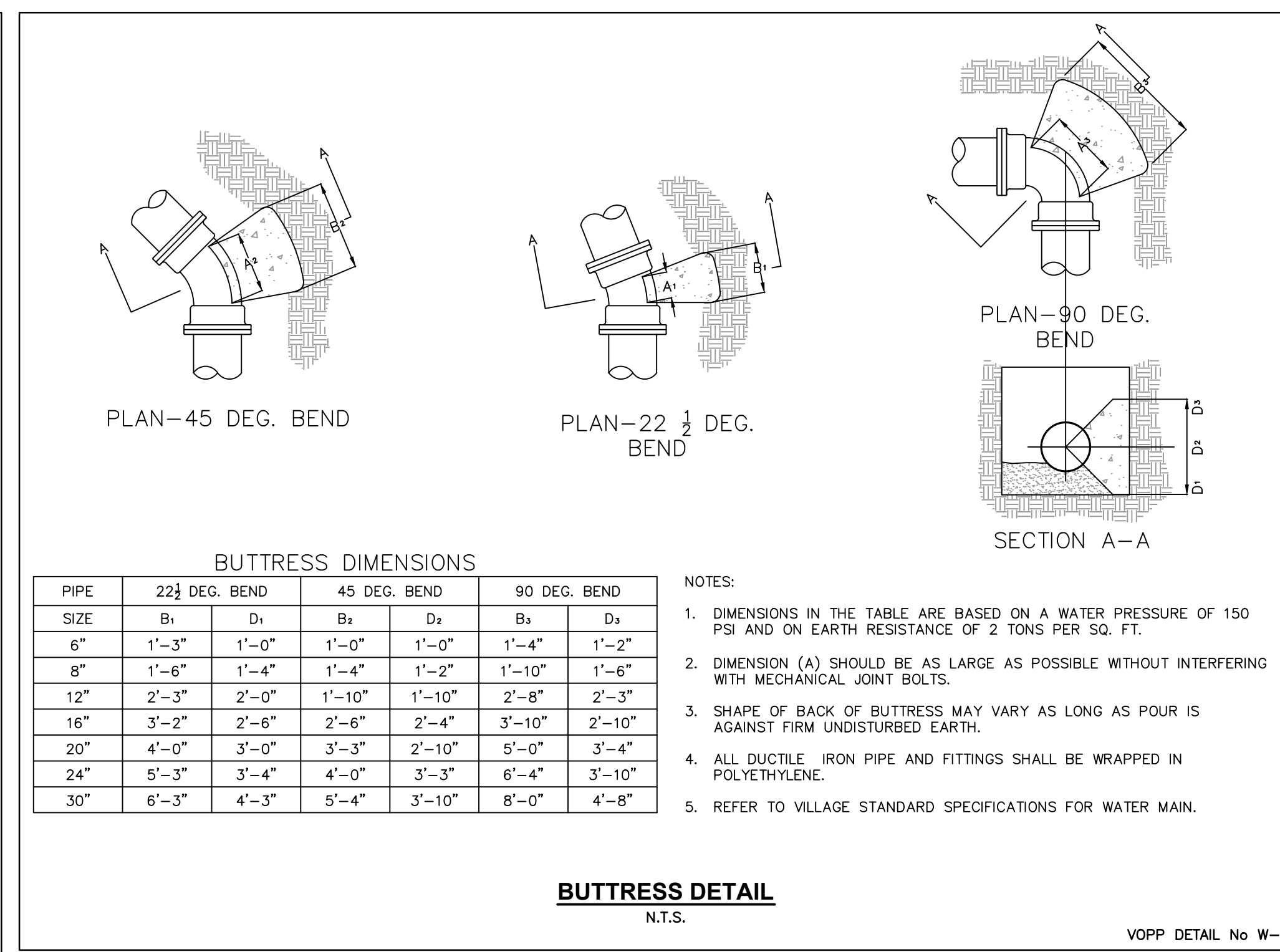
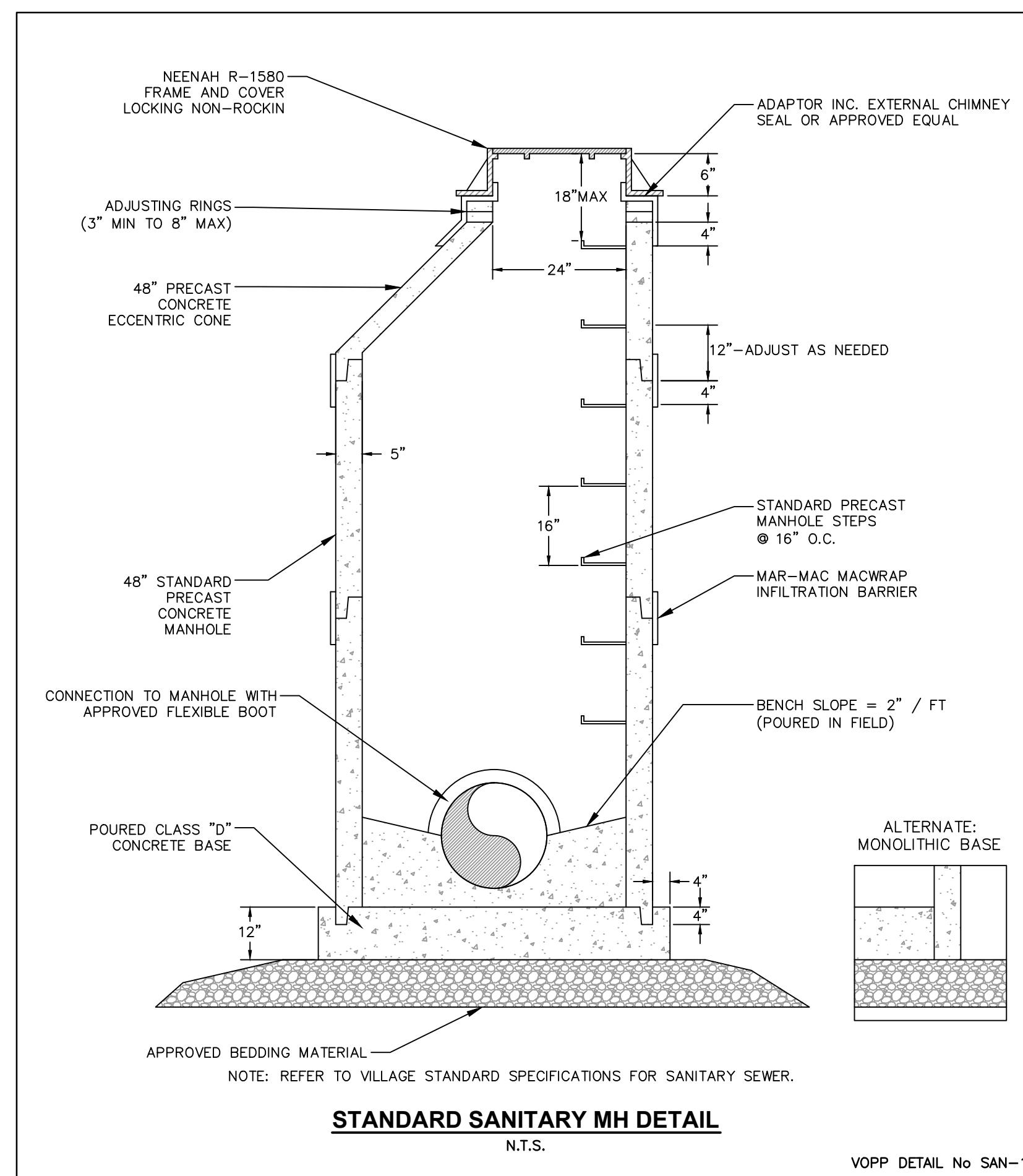
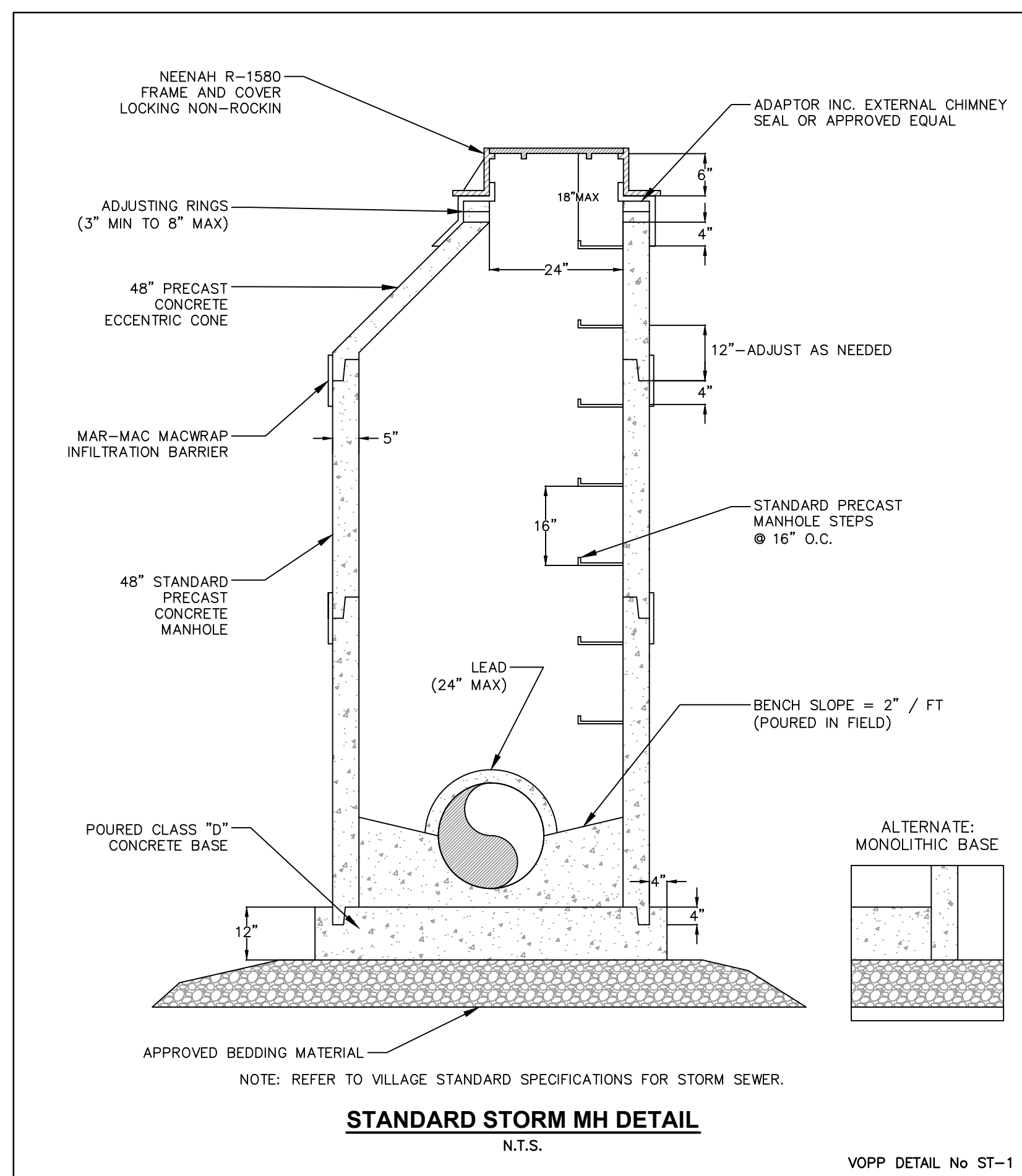
#	DATE	DESCRIPTION

DRAWN BY JSK/RWI  
SCALE 1" = 30'  
JSD PROJ. NO. 14-6612A  
DATE 02-15-2015  
SHEET









KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

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262.513.0666 PHONE | 262.513.1232 FAX  
MADISON | MILWAUKEE | KENOSHA | APPLETON

**NOTES & DETAILS**

CONVENIENCE STORE #172  
WITH DOUBLE BAY CARWASH

C.T.H. "H" AND 76TH ST.  
VILLAGE OF PLEASANT PRAIRIE, WI

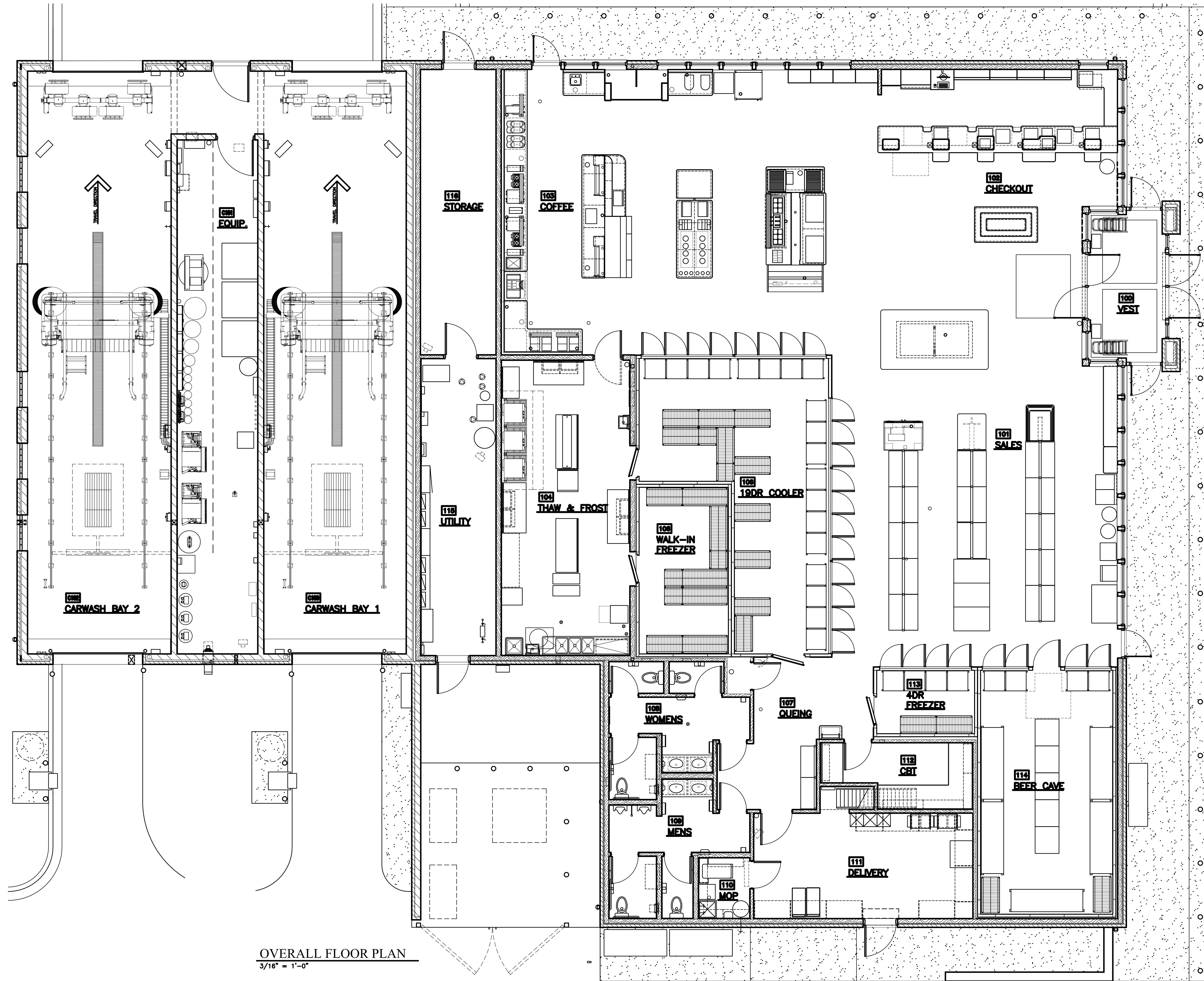
#	DATE	DESCRIPTION

DRAWN BY: JSK/RWI  
SCALE: 1" = 30"  
JSD PROJ. NO.: 14-6612A  
DATE: 02-15-2015  
SHEET: 9 OF 22 SP5.1









OVERALL FLOOR PLAN  
3/16" = 1'-0"

**AWIK TRIP STORES**  
**AWIK STAR STORES**

STORE #172  
50 & H  
VILLAGE PLEASANT PRAIRIE, WI  
96' x 79' RH  
STORE W/ 2-BAY CW

Revised: .  
Issued for: .PRELIM MEETING  
Date: JAN 12, 15  
Checked: bgt  
Drawn: .





200 Mason Street #3  
Onalaska, WI 54650  
(608) 784 - 6808  
info@larsonarchitect.com



ASPHALT ROOFING | WHITE FASCIA | RED FASCIA | ASPHALT ROOFING | TAN STUCCO | **FRONT ELEVATION**  
1/4" = 1'-0"

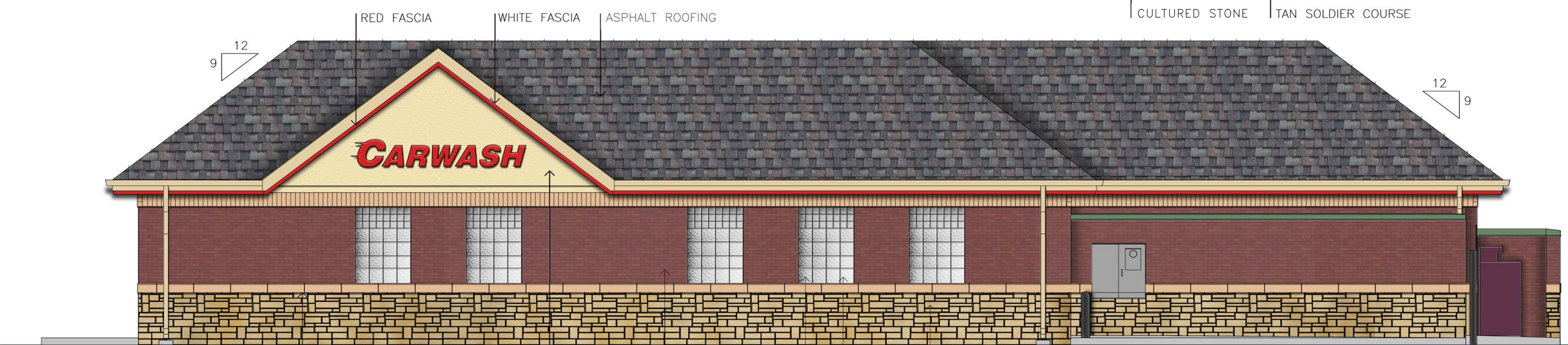


CULTURED STONE | TAN SOLDIER COURSE | ASPHALT ROOFING | **LEFT ELEVATION**  
3/16" = 1'-0"



ASPHALT ROOFING | CULTURED STONE | TAN SOLDIER COURSE | **RIGHT ELEVATION**  
3/16" = 1'-0"

CUSTOM RH WI  
COMBO



RED FASCIA | WHITE FASCIA | ASPHALT ROOFING | CULTURED STONE | TAN SOLDIER COURSE | **BACK ELEVATION**  
3/16" = 1'-0"

A200B





FRONT ELEVATION  
3/16" = 1'-0"

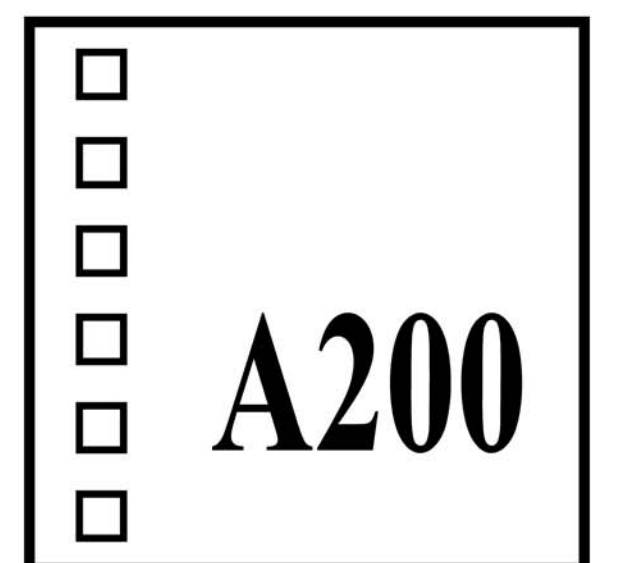


SIDE ELEVATION  
3/16" = 1'-0"



Hip Canopy  
w/ Brick

10 MPD



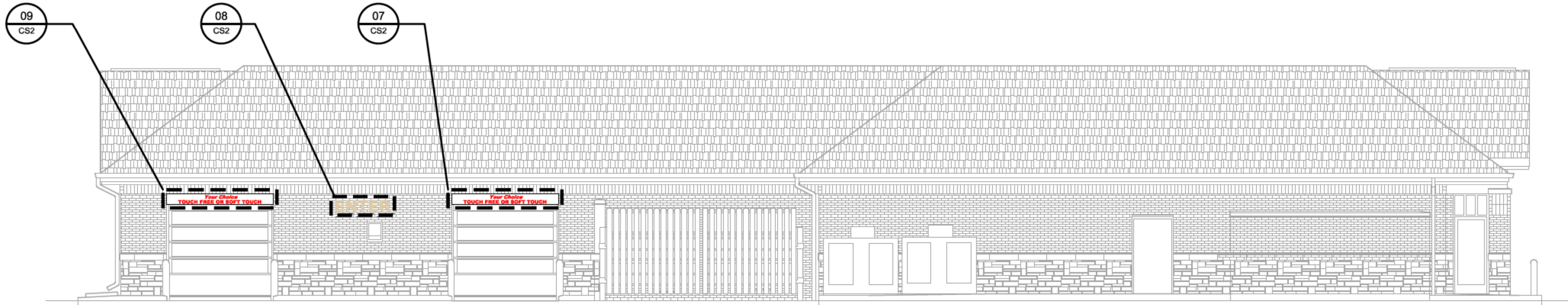








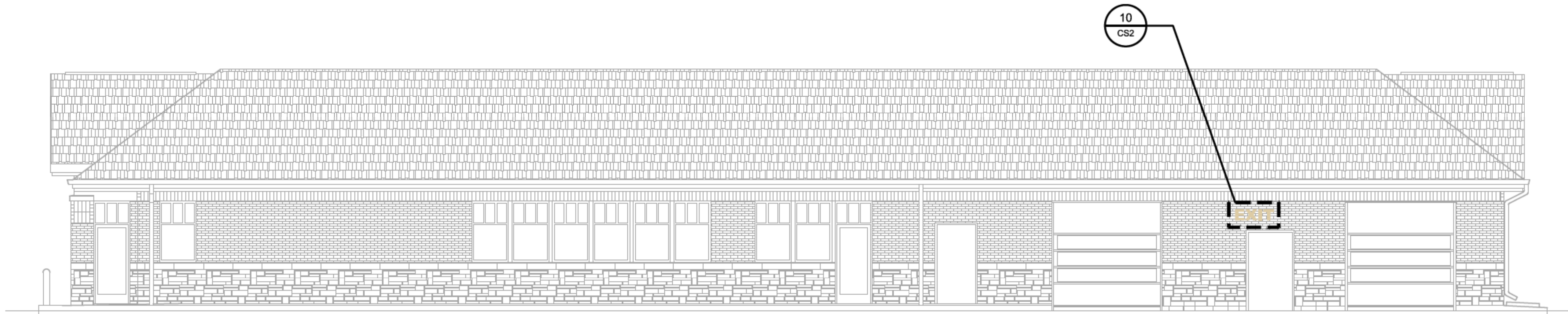




ENTER: 12" TALL X 48" LONG  
DESERT SAND (TAN) LETTERS

**STORE ELEVATION**

SCALE: 3/32" = 1'-0"



EXIT: 12" TALL X 36" LONG  
DESERT SAND (TAN) LETTERS

**STORE ELEVATION**

SCALE: 3/32" = 1'-0"



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FAX (608) 781-8960

CONVENIENCE STORE SIGNAGE  
CONVENIENCE STORE #172  
WITH 2 BAY CARWASH  
CTY HWY H AND 76TH STREET  
PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

DRAWN BY B. BERG  
SCALE MULTIPLE  
PROJ. NO. 0001  
DATE 2015-02-18  
SHEET 16 OF 22 CS2











# KWIK TRIP

## #172 Pleasant Prairie, WI

Sign #13



\*COLORS ON SKETCH ARE A REPRESENTATION, ACTUAL COLOR MAY DIFFER

**LA CROSSE SIGN CO.**  
MAKE A STATEMENT!

Date: 2-16-2015  
Job# 83781  
Artist: Danielle Waas  
Sales: Cindy Bluske  
Scale: 3/8"=1'

Kwik Trip\Pleasant Prairie, WI #172\New Site\Design\Art 172 Art 83781 Sign 13

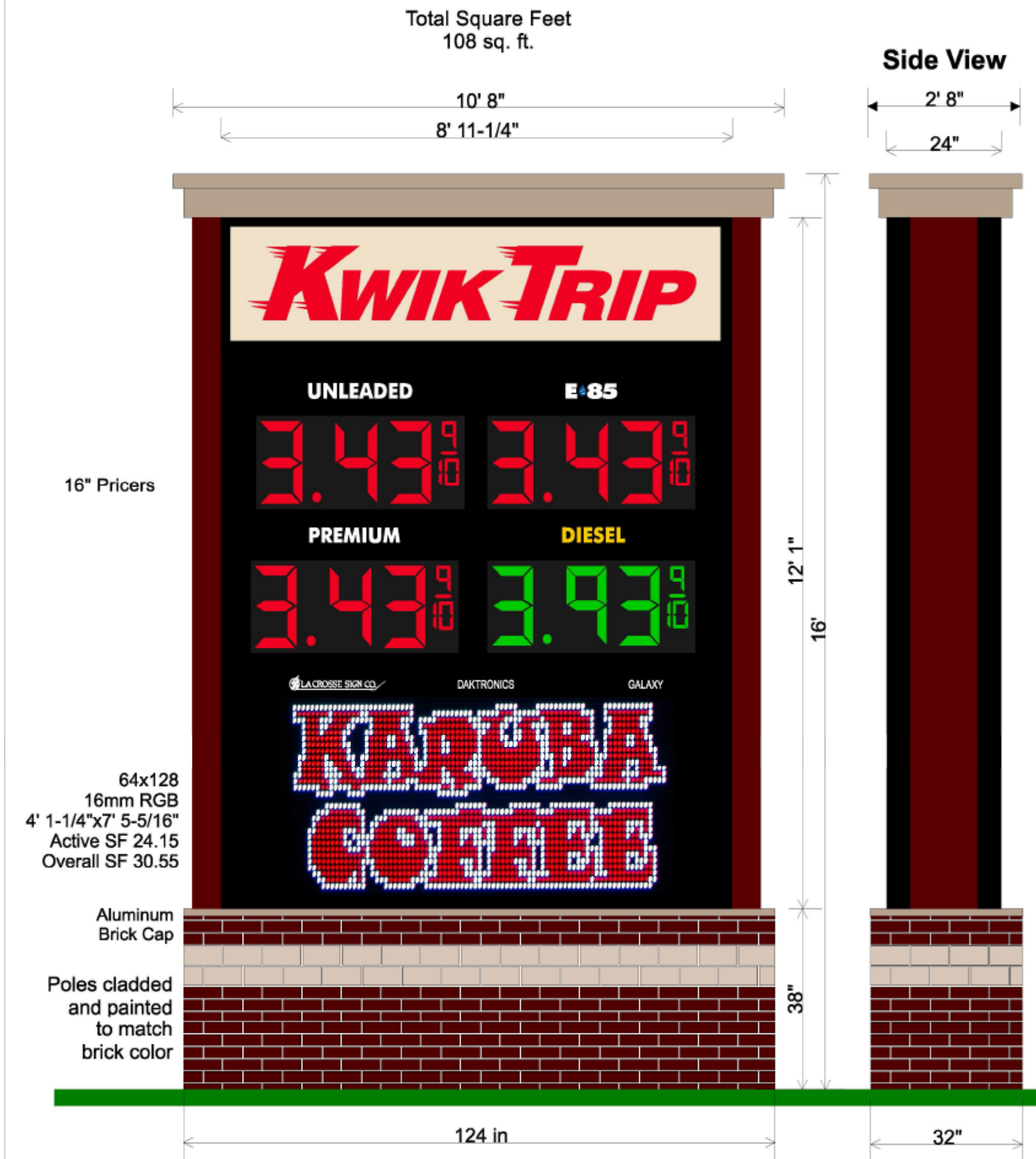
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APPROVED BY: \_\_\_\_\_

# KWIK TRIP

## #172 Pleasant Prairie, WI

Sign #14



**LA CROSSE SIGN CO.**  
MAKE A STATEMENT!

Date: 2-16-2015  
Artist: Danielle Waas  
Order # 83781  
Sales: Cindy Bluske  
Scale: 3/8"=1'

Kwik Trip\Pleasant Prairie, WI #172\New Site\Design\Art 172 Art 83781 Sign 14

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

# KWIK TRIP

STORES

# KWIK STAR

STORES

KWIK TRIP, Inc.  
P.O. BOX 2107  
1626 OAK STREET  
LA CROSSE, WI 54602-2107  
PH. (608) 781-8988  
FAX (608) 781-8960

DIRECTIONAL SIGNAGE

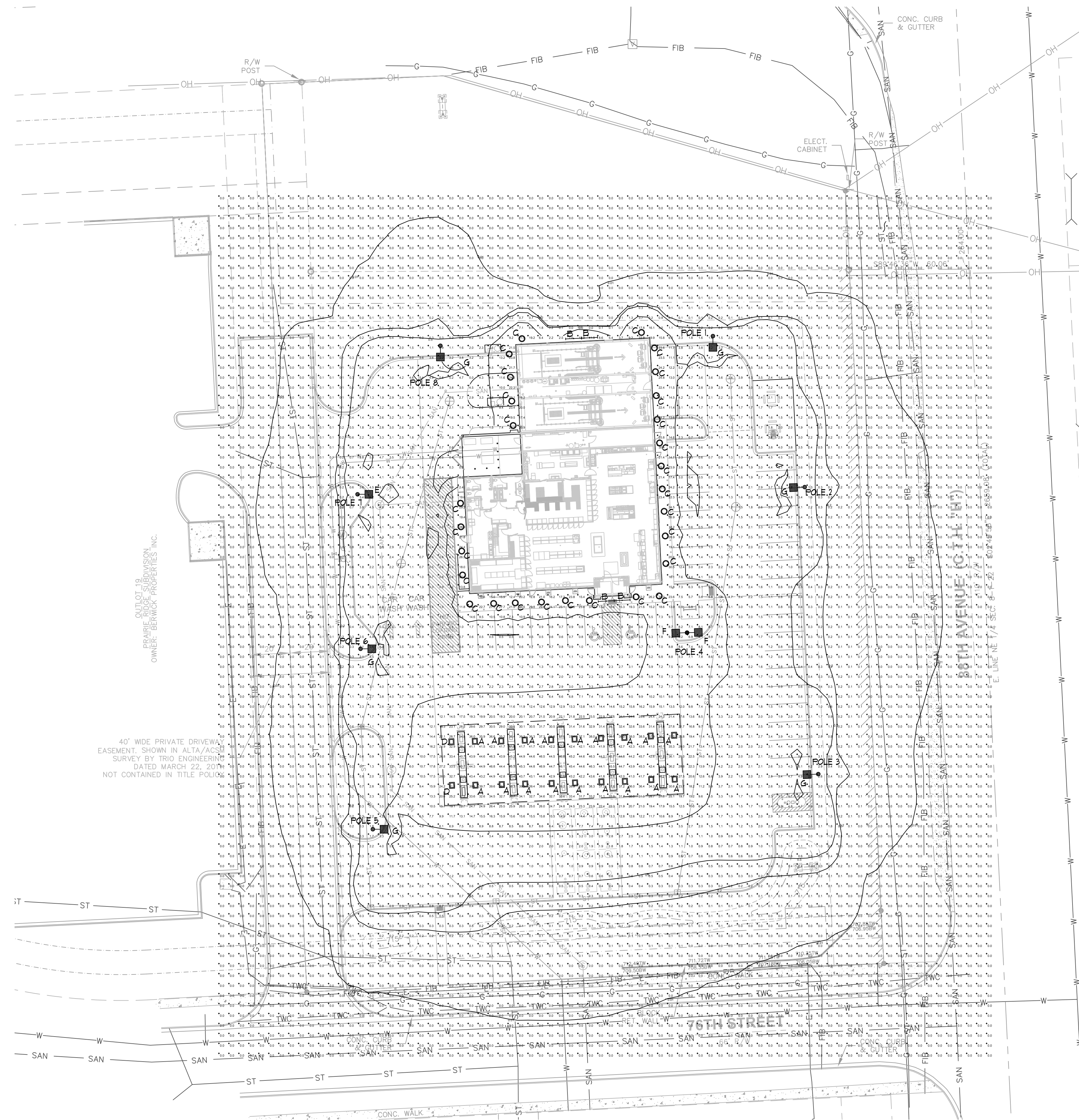
CONVENIENCE STORE #172  
WITH 2 BAY CARWASH

CTY HWY H AND 76TH STREET  
PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

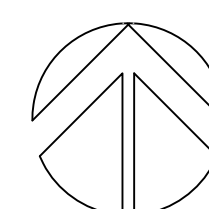
DRAWN BY: B. BERG  
SCALE: MULTIPLE  
PROJ. NO.: 0001  
DATE: 2015-02-18  
SHEET: 20 OF 22 DS2





40' WIDE PRIVATE DRIVEWAY  
EASEMENT, SHOWN IN ALTA/ACS  
SURVEY BY TRO ENGINEERING  
DATED MARCH 22, 2011  
NOT CONTAINED IN TITLE POLICE

OUTLOT 18  
PRAIRIE RIDGE SUBDIVISION  
OWNER: BERWICK PROPERTIES INC.

 **PHOTOMETRIC SITE PLAN**  
SCALE: 1" = 30'-0"

**NOTE:**  
FOOTCANDLE LEVELS ARE MEASURED AT GROUND LEVEL.

**FIXTURE QUANTITIES**

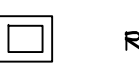
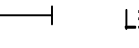


- A - 18
- B - 4
- C - 28
- D - 2
- E - 1
- F - 2
- G - 6

PROVIDE A TOTAL OF (8) 15' POLES.

**CALCULATION STATISTICS**

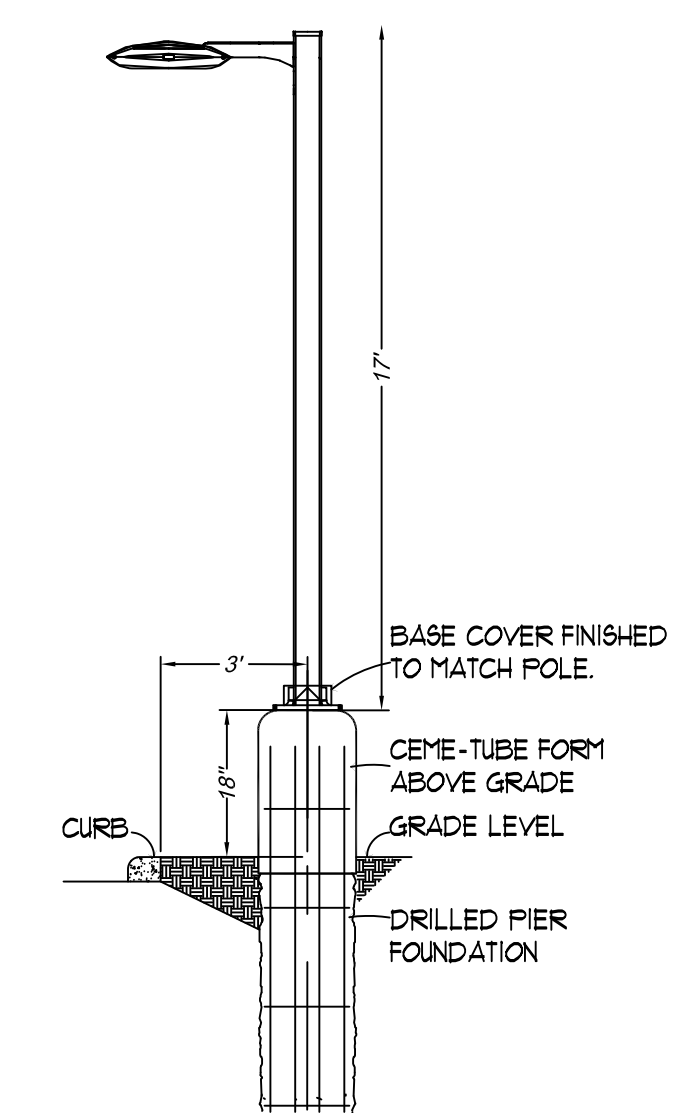
AVERAGE: 2.7fc  
MAXIMUM: 46.9fc  
MINIMUM: 0.0fc

**FIXTURE SYMBOLS:**

- A & D  RECESSED LED LIGHT MOUNTED UNDER CANOPY
- B  LED STRIP LIGHT
- C  RECESSED LED DOWNLIGHT
- E, F, & G  POLE MOUNTED LED FIXTURE

**FIXTURE TYPES:**

- A - CREE LIGHTING: CAN-304-SL-R3-06-E-UL-UH-100  
MOUNTING HEIGHT - 16'-0"
- B - LED STRIP LIGHT  
LITHONIA - ZLI-L96-LB840  
MOUNTING HEIGHT: SEE ARCHITECTURAL ELEVATIONS
- C - RECESSED LED DOWNLIGHT  
GOTHAM EVO 4123-8AR-120-TRW
- D - CREE LIGHTING: CAN-304-PS-R3-06-E-UL-UH-100  
MOUNTING HEIGHT - 16'-0"
- E - CREE LIGHTING: ARE-EDG-2MB-DA-12-E-UL-UH-350
- F - CREE LIGHTING: ARE-EDG-4M-DA-12-E-UL-UH-350
- G - CREE LIGHTING: ARE-EDG-4MB-DA-12-E-UL-UH-350



**LOT LIGHT ELEVATION DETAIL**  
NOT TO SCALE

POLE TO BE PAINTED WHITE. CONCRETE BASES ARE NOT TO BE PAINTED.



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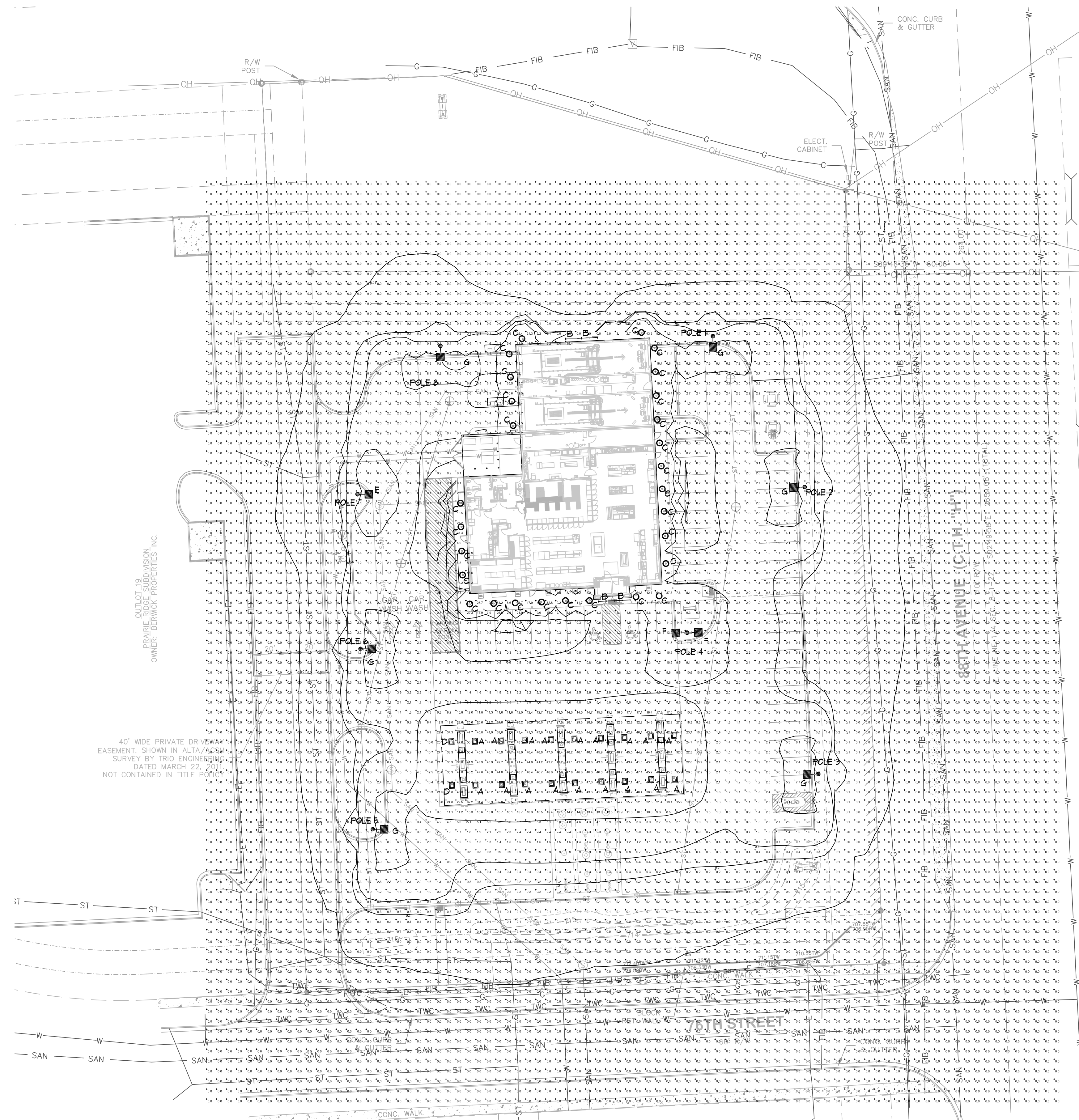
PHOTOMETRIC SITE PLAN  
CONVENIENCE STORE #172  
WITH DOUBLE BAY CARWASH  
C.T.H. "H" AND 76TH ST.  
VILLAGE OF PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

DRAWN BY: **CZE**  
SCALE:  
JSD PROJ. NO.: 14-6612A  
DATE: 02-15-2015  
SHEET

C50001  
**CZARNECKI ENGINEERING INCORPORATED**  
101 MARLIN COURT, SUITE B - WALKESHA, WI 53186  
VOICE: (262) 513-2010 FAX: (262) 513-3023  
WEB PAGE: www.czeng.com





PHOTOMETRIC SITE PLAN  
SCALE: 1" = 30'-0"

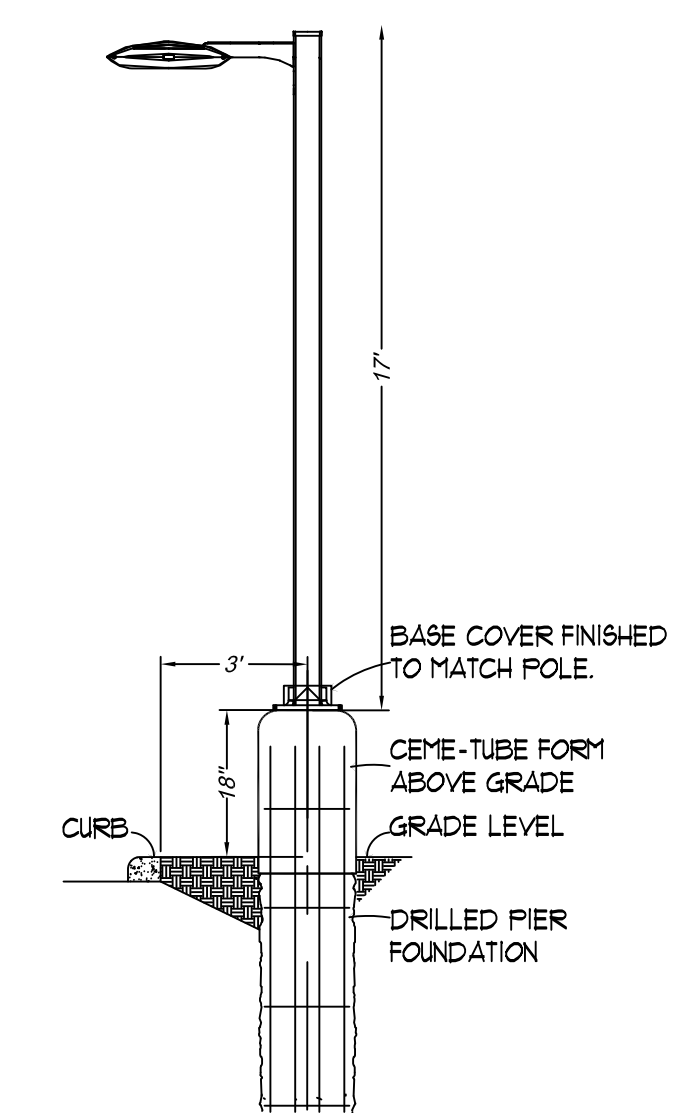
NOTE:  
FOOTCANDLE LEVELS ARE MEASURED AT 4' ABOVE GRADE.

FIXTURE SYMBOLS:

- A + D RECESSED LED LIGHT MOUNTED UNDER CANOPY
- B LED STRIP LIGHT
- C RECESSED LED DOWNLIGHT
- E, F, G POLE MOUNTED LED FIXTURE

FIXTURE TYPES:

- A - CREE LIGHTING: CAN-304-SL-R3-06-E-UL-UH-100  
MOUNTING HEIGHT - 16'-0"
- B - LED STRIP LIGHT  
LITHONIA - ZLI-L96-LB840  
MOUNTING HEIGHT: SEE ARCHITECTURAL ELEVATIONS
- C - RECESSED LED DOWNLIGHT  
GOTHAM EVO 4129-8AR-120-TRW
- D - CREE LIGHTING: CAN-304-PS-R3-06-E-UL-UH-100  
MOUNTING HEIGHT - 16'-0"
- E - CREE LIGHTING: ARE-EDG-2MB-DA-12-E-UL-UH-350
- F - CREE LIGHTING: ARE-EDG-4M-DA-12-E-UL-UH-350
- G - CREE LIGHTING: ARE-EDG-4MB-DA-12-E-UL-UH-350



LOT LIGHT ELEVATION DETAIL  
NOT TO SCALE

POLE TO BE PAINTED WHITE. CONCRETE BASES ARE NOT TO BE PAINTED.

**KWIK TRIP**

STORES

**KWIK STAR**

STORES

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PHOTOMETRIC SITE PLAN

CONVENIENCE STORE #172  
WITH DOUBLE BAY CARWASH

C.T.H. "H" AND 76TH ST.  
VILLAGE OF PLEASANT PRAIRIE, WI

#	DATE	DESCRIPTION

DRAWN BY: CZE  
SCALE: 1" = 30'-0"  
JSD PROJ. NO.: 14-8612A  
DATE: 02-15-2015

CS0001  
**CZARNECKI ENGINEERING INCORPORATED**  
101 MARLIN COURT SUITE B - WAUKESHA, WI 53186  
VOICE: (262) 513-0200 FAX: (262) 513-3023  
WEB PAGE: www.czeng.com



3/20/15

**DRAFT****AGREEMENT REGARDING DIGITAL SECURITY IMAGING SYSTEM ("DSIS")  
BETWEEN THE VILLAGE OF PLEASANT PRAIRIE  
AND KWIK TRIP, INC. – STORE #172**

THIS AGREEMENT regarding the Digital Security Imaging System (DSIS) (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_\_ **day of** \_\_\_\_\_, **2015**, 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 Kwik Trip, Inc., a Wisconsin Corporation with a business address of 1626 Oak Street, La Crosse, WI 54602-2107 (referred to as "Kwik Trip Convenience Store #172"). In this Agreement, Kwik Trip is referred to as the "Owner".

**WITNESSETH:**

**WHEREAS**, the Village Board conditionally approved Certified Survey Map (CSM) # \_\_\_\_\_ on \_\_\_\_\_, 2015 to develop an approximate 2.8756 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 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, PUD, Planned Unit Development Overlay District with a Conditional Use Permit granted by the Village Plan Commission on March 23, 2014, which zoning classification and special use permit allows for the development and operation of a commercial gas station, convenience store and car wash 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 Kwik Trip #172 gasoline and convenience store located on the Owner's Property with an address of 8900 76<sup>th</sup> Street, Pleasant Prairie, WI 53158, consisting of a 10,150 square foot facility which includes a 10,150 square foot convenience store, car wash and 26 gasoline dispensers under a canopy on an 2.8756-acre development site; and

**WHEREAS**, the Owner is proposing a gasoline/fueling facility, convenience store and dual lane car wash, which is proposed to open to the public, only between the hours of 5:00 a.m. to 12:00 midnight up to seven days per week. The hours for gasoline and convenience store deliveries, as requested, shall only be between 4:00 a.m. and midnight. The gasoline pumps and car wash shall not be operated

unattended, no 24-hour gas pump and no 24-hour car wash services are allowed. Direct driveway access to the Kwik Trip # 172 shall be provided through three (3) driveways from an existing private driveway extended north from 76<sup>th</sup> Street. The private driveway shared with the adjacent property to the west has a Cross Access Easement Agreement for public vehicular and pedestrian access, driveway and property maintenance, landscaping and snowplowing. The Easement Agreement is recorded at the Kenosha County Register of Deeds office; and

**WHEREAS**, the Village Plan Commission conditionally approved the Final Site and Operational Plans for proposed Kwik Trip #172 on March 23, 2015; and

**WHEREAS**, 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 in the Village Security Ordinance; 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** to the Village allowing access and maintenance rights to the Kwik Trip #172 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 cost 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 temporary or verbal building occupancy permits requested by the Owner for the Kwik Trip gasoline/fueling facility, car wash and Convenience Store #172 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 C** (on file with the Village Police Department) which was created pursuant to the proposal prepared by Brett Gooden, with Loss Prevention Offices located at Kwik Trip, Inc. P.O. Box 1597, 1626 Oak Street, La Crosse, WI 54602-1597; 1-(877) 594-5874, for the Owner, with the plans and video surveillance hardware specifications received \_\_\_\_\_, 2015, the details of which are on file with the Village Police Department. 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 C** 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 the exterior building perimeters, building entrance/exit areas, rear and side areas, walkways, picnic areas and parking lots and entrances within the development. The DSIS as described in **Exhibit C** 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 C**. Any DSIS equipment added after any physical changes to the Kwik Trip # 172 Property shall be completed by Kwik Trip and shall be at the sole discretion of the Village. Kwik Trip #172 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 C** are aesthetically tasteful, architecturally harmonious and satisfactory to all parties.

ii. The DSIS will function as set forth in **Exhibit C** 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 Kwik Trip Convenience Store #172 facility 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 and 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 C** 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, 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 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.

Loss Prevention Department (during regular business hours)  
Nicole Lepsch: 608-793-6176 or [nlepsch@kwiktrip.com](mailto:nlepsch@kwiktrip.com)  
Tracy Molzhon: 608-793-5538 or [tmolzhon@kwiktrip.com](mailto:tmolzhon@kwiktrip.com)  
Brett Gooden: 608-793-6190 or [bgooden@kwiktrip.com](mailto:bgooden@kwiktrip.com)  
Communication Center (after hours)  
608-793-6267

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:     Kwik Trip, Inc.  
                          1626 Oak Street  
                          P.O. Box 1597  
                          La Crosse, WI 54602-1597  
                          Attn: See above in paragraph c.

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.





**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 \_\_\_\_\_, 2015, 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**  
**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

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

**[Attached hereto]**



**EXHIBIT B**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF VILLAGE CONDITIONAL USE PERMIT #15-\_\_**

**[Attached hereto]**

**EXHIBIT C**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**DSIS GENERAL PLAN**

**[Detailed Plan on file with the Village Police Department]**

**EXHIBIT D**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF ACCESS EASEMENT**

**[Attached hereto]**



**EXHIBIT E**

**TO AGREEMENT REGARDING DSIS SECURITY SYSTEM**

**COPY OF CCTV VIDEO RELEASE**

**[Attached hereto]**

03/20/2015

**ACCESS EASEMENT****DRAFT**

**THIS ACCESS EASEMENT** is entered into **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2015** by and between the Grantor, KWIK TRIP, INC., a Wisconsin 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 a gas station/fueling facility, convenience store and car wash facility known as the Kwik Trip Convenience Store #172 ("Kwik Trip #172"), and the Easement Holder shall not unreasonably interfere with said use and operation of the Landowner's Property by the Landowner.

## 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 - \_\_\_\_

**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 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 to the extent possible. 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 \_\_\_\_\_, **2015** (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 Kwik Trip #172 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 Kwik Trip #172 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.

Loss Prevention Department (during regular business hours)  
Nicole Lepsch: 608-793-6176 or nlepsch@kwiktrip.com  
Tracy Molzhon: 608-793-5538 or tmolzhon@kwiktrip.com  
Brett Gooden: 608-793-6190 or bgooden@kwiktrip.com  
Communication Center (after hours)  
608-793-6267

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, KWIK TRIP, INC. has executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.









**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 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 2.3739 ACRES MORE OR LESS.**



Office of the Village Administrator  
**Michael R. Pollocoff**

## **MEMORANDUM**

**TO:** Village Board of Trustees

**FROM:** Michael R. Pollocoff, Village Administrator

**DATE:** April 6, 2015

**SUBJECT:** Consider an Award of Contract for HVAC Services for various Village of Pleasant Prairie Buildings/Facilities.

---

### **MPC Contract 2012**

On March 5, 2012, Village Board awarded a two-year base contract to Martin Petersen Company (MPC) in the amount of \$45,130 for the provision of HVAC services for various Village buildings/facilities. The contract included a Village-option one-year extension which was executed and thus extended the contract until March 28, 2015. With the lapse in contract coverage from March 28, 2015 until a new contract is executed, the Village and MPC entered into a short-term contract extension to cover this coverage gap.

### **New MPC Contract 2015**

With the expiration of the current MPC contracts, on February 16, 2015, the Village released RFP #15-02, entitled "Heating, Ventilation & Air Conditioning (HVAC) Services for various Village of Pleasant Prairie Buildings", to solicit HVAC service proposals. The RFP was distributed to 13 HVAC businesses in the Kenosha area and southeast Wisconsin.

In general, pursuant to the RFP, responses were to provide a proposal to the Village for HVAC services for various Village buildings/facilities, including cost rates for each of the facilities. The HVAC services will include, but are not limited to: equipment installations, renovations, remodels, repairs, preventative maintenance and the general maintenance of all existing HVAC facilities.

The Village facilities to be serviced under the new contract will be:

- Village Hall/Fire & Rescue Dept. #1
- Roger Prange
- RecPlex (***Aqua Arena contract previously renewed with MPC on Feb. 23, 2015***)
- RecPlex – Fiber Optic Computer Room
- RecPlex (IcePlex)
- **New** Fire Station #1
- Wruck Beach House
- Fire & Rescue Department #2
- Baby U, 10000 Terwall Terrace



- Sewer & Water Facilities (lift stations, water towers/reservoirs & booster stations at various locations) – 2 Pages
- Village Hall (***post-construction of existing lower level Fire Station #1 into auditorium/meeting space***)

In response to the RFP, on March 6, 2015, the Village received proposals from the following four (4) companies:

- Grunau Company (Oak Creek)
- Illingworth-Kilgust (West Allis)
- Kenosha Heating & Cooling (Kenosha)
- Martin Petersen Company (Kenosha)

**Attached is a SUMMARY, COMPARISON & EVALUATION table of the RFP responses**

After an internal Village staff review of the four RFP responses, the staff believes that based on the RFP proposals that the Martin Petersen Company (MPC) is the best qualified, most reasonable candidate at a responsible cost. MPC is recommended for the following reasons:

- ❖ MPC has previous experience, understanding and familiarity with Village buildings/facilities, in that MPC has been providing HVAC maintenance services at RecPlex since 2001 and has been providing HVAC services at the Roger Prange Municipal Building since 2006.
- ❖ MPC offers the lowest annual fees for preventative maintenance (PM) at \$38,480 (*the Kenosha Heating & Cooling PM rate of \$37,279 pricing does not include servicing RecPlex/IcePlex*).
- ❖ MPC offers the 2<sup>nd</sup> lowest Regular Hourly Work Rates and 2<sup>nd</sup> lowest Emergency Hourly Work Rates over all categories (regular, overtime, Sundays & Holidays). Kenosha Heating & Cooling proposes the lowest Regular Hourly Work Rates and lowest Emergency Hourly Work Rates.
- ❖ Village staff has been very satisfied with the knowledge, experience and capabilities of the MPC technicians and their ongoing HVAC service at all Village facilities, and moreover at RecPlex and the Aqua Arena.
- ❖ MPC, along with Kenosha Heating & Cooling, are located in Kenosha. MPC (and Kenosha Heating & Cooling) has the lowest service response times for emergency service calls (1 hour). However, MPC has the lowest service response times for standard service calls (1 hour).
- ❖ MPC offers a 1-year warranty on materials and labor.
- ❖ MPC, along with Illingworth-Kilgust, offers a low 10% mark-up on equipment and materials from wholesale rates.
- ❖ Under current contracts with MPC, MPC charges the Village the same rate for regular services hours (8 a.m. – 5 p.m., Mon.-Fri.) as it does for emergency, holiday and overtime hours.
- ❖ The Village, as a MPC “preferred customer” receives priority service, a \$10/hour labor rate reduction on all repair work and a 10% discount on all parts. Additionally, OT charges do not apply to preferred customers for emergency repairs\*. MPC proposes these same benefits for the new 2015 contracts.

*\*MPC defines an “emergency repair” as any system failure that is causing damage to the facility or extreme discomfort to the occupants. MPC does not include a definition of “emergency repair” in its contracts because it’s difficult clearly define. For example, if the cooling system goes out at 4:00 p.m. on a 70 degree day MPC would not define that as an “emergency repair” scenario and would respond first thing the next morning. To the contrary, if the heating system goes out at 4:00 p.m. on a 10 degree day, that would be considered an emergency due to the fact it could cause damage to the building.*



Office of the Village Administrator  
**Michael R. Pollocoff**

With MPC proposing the lowest annual fees for preventative maintenance and based upon the information received, previous experience, knowledge, understanding and familiarity with the Village buildings and facilities, and the reasons provided above, the Village staff recommends that the Village Board award a base contract to **Martin Petersen Company**, as the lowest responsible bid, in the amount of **\$38,480** for the provision of HVAC services for various Village buildings/facilities. The Village Administrator is further authorized to execute necessary and reasonable additions/subtraction to this contract(s) for fees, expenses, or additional work and/or service requests.

Contract to MPC - VB HVAC RFP #15-02 (4-6-15 VB Meeting).dotx

## SUMMARY, COMPARISON & EVALUATION OF RFP RESPONSES

**RFP #15-02**

**VILLAGE OF PLEASANT PRAIRIE, WI**

**HVAC SERVICES FOR VARIOUS VILLAGE BUILDINGS/FACILITIES**

Company/ Firm	Location	Rate Sheet (PM Charge) /Yr.	Work Rates \$/Hr.				Emergency Work Rates \$/Hr.			
			Regular	OT	Sunday	Holiday	Regular	OT	Sunday	Holiday
<b>Grunau Company</b>	Oak Creek	\$53,520	\$104.50	\$151.50	\$209	\$209	\$104.50	\$151.50	\$209	\$209
<b>Illingworth -Kilgust</b>	West Allis	\$50,342	\$107	\$155	\$192.50	\$192.50	\$107	\$155	\$192.50	\$192.50
<b>Kenosha Heating &amp; Cooling</b>	Kenosha	\$37,279*	\$75	\$112.50	\$150	\$150	\$75	\$112.50	\$150	\$150
<b>Martin Petersen Co.</b>	Kenosha	\$38,480	\$97	\$133	\$167	\$167	\$97	\$133	\$167	\$167

Company/ Firm	Equip- Material Mark-Up	Response Times		Sub-Contractor		Job Example "A" Cost	Warranty (Parts, Materials, Workmanship)	Pre- Qualified
		Standard	Emergency	Mark -Up	Rate/Hr.			
<b>Grunau Company</b>	15%	2 Hr.	2 Hr.	15%	N/A	\$8,880	1 Year	Yes
<b>Illingworth -Kilgust</b>	10%	4 Hr.	2 Hr.	10%	N/A	\$9,209	90 Days	Yes
<b>Kenosha Heating &amp; Cooling</b>	15%	2-3 Hr.	1 Hr.	10%	\$120	\$7,500	1 Year	Yes
<b>Martin Petersen Co.</b>	10%	1 Hr.	1 Hr.	10%	Varies	\$6,570	1 Year	Yes

**\*Kenosha Heating & Cooling – Pricing does not include RecPlex & IcePlex**





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

**To:** Michael Pollocoff  
**From:** Jesse Houle  
**Subject:** Village Project #23522 - 39th Ave Utility Inspections Recommend Award Memo - Construction Management  
**Date:** April 6, 2015

Proposals for the above referenced project were received until 3:00 p.m. on March 20th, 2015, at the Village of Pleasant Prairie Public Works Dept.; 8600 Green Bay Rd., Pleasant Prairie, WI. 53158. The proposals were reviewed by the evaluation committee, ranked and compiled.

Village Project #23522 - 39th Ave Utility Inspections Recommend Award Memo - Construction Management - consists of providing professional engineering services- inspections as related to the construction Village sewer and water infrastructure on the 39<sup>th</sup> Ave. Reconstruction Project. The Wisconsin Department of Transportation (WisDOT) provides the contract for the construction management of the roadway items consisting of: Common excavation, storm sewer, curb/gutter, sidewalk, paving and restoration. The Village of Pleasant Prairie is responsible for inspecting and accepting the work being performed under the WisDOT contract that is owned by the Village. This includes the installation of sewer and water under the WisDOT Contract. The VOPP solicited proposals via the RFP process from three (3) professional engineering firms that provide these inspection services for the installation of the sewer and water items during construction.

A total of two proposals were received for this project, one proposer declined:

- Clark Dietz, Inc. \$ 11,400.00
- RA Smith, Inc. \$ 14,568.00
- GAI Consultants \$ Declined request

Clark Dietz, Inc. has completed construction management projects for the Village similar in nature in the past and they ranked the highest in the evaluation process for this project.

I recommend that the Village award this project to **Clark Dietz, Inc.** in the amount of **\$ 11,400.00**. Following the formal award by the Village Board, we will prepare the necessary documents for execution by the Village and the Consultant.

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name ("Project")**

**39th Ave. Sewer/Water Construction Inspections**

This Agreement is by and between

**The Village of Pleasant Prairie ("Client")**

9915 39th Avenue  
Pleasant Prairie, WI 53158

and

**Clark Dietz, Inc. ("Clark Dietz")**

759 North Milwaukee Street, Suite 624  
Milwaukee WI 53202

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.


**Agreed to by Client**

By: \_\_\_\_\_  
John Steinbrink

Title: Village President

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By:   
Mustafa Z. Emir, Ph.D., P.E.

Title: Vice - President

Date: \_\_\_\_\_

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The Client is retaining Clark Dietz to provide design, bidding, and construction related services for the 39th Ave. Sewer/Water Construction Inspections.

**B. Scope**

Clark Dietz will perform the **Project** as described below:

- (1) Attend a pre-construction meeting at the Village of Pleasant Prairie
- (2) Promptly respond to all questions from the Contractor and the Village during construction of the non-participating items in project.
- (3) Track, monitor, review and document contract quantities. Quantities will need to be provided on a daily basis to the Dept. and the Village for review and approval.
- (4) Attend weekly progress meetings with Contractor, Dept. and Village staff as necessary to construct the non-participating items.
- (5) Prepare, distribute and administer a punch list for the non-participating items.
- (6) Prepare and coordinate project completion and closeout documents including as built (record) drawings for the non-participating items. Record drawings shall be provided to Village upon project completion in both hard copy (11"x17" - .pdf acceptable) and in AutoCAD Civil 3d .dwg digital format. Record drawings are to include any changes from original plans as constructed in field.
- (7) Provide on-site inspection services for non-participating items to include:
  - a. Review of all materials for Contract compliance.
  - b. Monitor construction activities to ensure minimum clearance on underground appurtenances (water/sewer/storm sewer, etc.) are maintained during construction.
  - c. Monitor construction activities to ensure proper backfilling of utilities is performed by utilizing proper construction techniques and bedding materials that meet or exceed Contract requirements.
  - d. Measure, record, and track all quantities.
  - e. Attend pertinent meetings.
- (8) Provide Construction Layout Services (Survey) Clark Dietz will be responsible for verification of all layout work for the non-participating items. Verification shall include verification of bench marks and control provided in plan and review of Contractor provided cut-sheets prior to construction.



**C. Schedule**

Services will be provided according to a mutually agreed schedule as requested by the Client.

**D. Assumptions/Conditions**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State Wisconsin.
2. This agreement does not include the preparation of assessment rolls or schedules.
3. This agreement does not include geotechnical investigations.
4. This agreement does not include easement acquisition appraisals or acquisition negotiations with the affected property owners.
5. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

**E. Electronic Data Format**

1. The Specifications, Reports and Drawings for this project will be provided to Client in printed and digital format.
2. Reports will be provided in MS Office and Adobe Acrobat format.
3. Drawings will be provided (if requested by the Client) in PDF or DWG format.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, as-built information, design information, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Jesse Houle, PE.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

### **PART III COMPENSATION**

#### **A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **120 hours** of service and **\$11,400.00**.
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

#### **B. Billing and Payment**

1. **Timing/Format**
  - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
  - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
  - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. **Billing Records**

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



**PART IV  
EQUAL EMPLOYMENT OPPORTUNITY**

**WISCONSIN CLAUSE**

In connection with the performance of work under this contract, Clark Dietz (hereinafter referred to as the "Consultant") agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to insure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

**PART V**  
**STANDARD TERMS AND CONDITIONS**  
**Page 2 of 2**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.



**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

2015

<b><u>TITLE</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$210.00
Engineer 8	200.00
Engineer 7	190.00
Engineer 6	175.00
Engineer 5	155.00
Engineer 4	140.00
Engineer 3	125.00
Engineer 2	110.00
Engineer 1	100.00
Technician 6	160.00
Technician 5	130.00
Technician 4	120.00
Technician 3 – Jeff Nipple – Construction Manager/Inspector	95.00
Technician 2	85.00
Technician 1	75.00
Clerical	80.00

**Notes:**

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and sub-consultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**SCHEDULE OF PROJECT RELATED EXPENSES**

**CLARK DIETZ INC.**

2015

Vehicles	
Autos	\$0.575/mile
Field Vehicles	\$60.00/day or \$0.575/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	} At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development Supplies	

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with \* are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and sub-consultants will be billed at 110% of actual costs to cover handling and administrative expenses.

**AGREEMENT FOR CONSTRUCTION OF STORM SEWER  
IMPROVEMENTS AND DEDICATION OF PARK LAND**

This Agreement ("Agreement") is entered into on this \_\_ day of \_\_\_\_\_, 2015, by and between **PRAIRIE PLACE, LLC**, a Delaware limited liability company (the "Developer"), with a business address of 6400 Shafer Court, Suite 325, Rosemont, IL 60018 and the **VILLAGE OF PLEASANT PRAIRIE**, a Wisconsin municipal corporation with offices located at 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (the "Village").

**Witnesseth:**

**WHEREAS**, the Developer owns approximately 43.5 acres of land in the Village of Pleasant Prairie with Tax Parcel Numbers 92-4-122-234-0104 and 92-4-122-234-0117, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, a wetlands area of approximately 0.46 acres is located on a portion of the Property, running through approximately the center of the Property from Highway ML to 39th Avenue (the "Wetlands Area"), as more fully described in the Department of the Army Permit No. 2007-04216-DJP (the "Army Permit"); and

**WHEREAS**, the Army Permit allows the Developer to fill in the Wetlands Area, as long as such work is completed on or before July 10, 2015; and

**WHEREAS**, filling in the Wetlands Area will require grading and filling the Wetlands Area and storm sewer piping and a retention pond be built on the Property as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "Plans"); and

**WHEREAS**, the improvements contemplated by the Plans are referred to herein as the "Storm Sewer Improvements"; and

**WHEREAS**, the Developer also is developing a subdivision to the west of the Property commonly known as the Village Green Heights Development ("Village Green Heights"), which is subject to the requirement to create a third access point as described in the Memorandum of Understanding (the "MOU") between the Village and the Wisconsin Department of Transportation (the "DOT"); and

**WHEREAS**, the Village and the DOT have agreed to enter into the "Amendment to Memorandum of Understanding between Village of Pleasant Prairie and Wisconsin



Department of Transportation" attached hereto as **Exhibit C** and incorporated herein by reference (the "MOU Amendment"); and

**WHEREAS**, the Village and Developer have agreed that it is in their mutual best interests to install the Storm Sewer Improvements and fill in the Wetlands Area before July 10, 2015 and have agreed to share the costs of such work as set forth below; and

**WHEREAS**, the Developer has agreed to dedicate and transfer to the Village certain land to be owned by the Village and used for park purposes, and the exact legal description of such park property (the "Park Areas") will be established by certified survey maps (collectively, the "CSM"); and

**WHEREAS**, the Developer and Village agree it is in their best interests to set forth in this Agreement the obligations of the parties regarding the installation of the Storm Sewer Improvements, the creation of the third access point as described in the MOU Amendment, and the dedication of the Park Areas to the Village.

**NOW, THEREFORE**, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Village hereby agree as follows:

**1. Installation of Storm Sewer Improvements.**

1.1. Village Installation.

The parties agree that the Village shall be responsible for constructing and act as the general contractor with respect to the Storm Sewer Improvements in accordance with the Plans and the budget attached hereto as **Exhibit D** and incorporated herein by reference (the "Budget"). The Village may, at any time, hire outside contractors to complete any portion of the Storm Sewer Improvements. The parties acknowledge the Village shall hire subcontractors for staking, inspection and the preparation of an as-built survey, the cost of which is included in the Budget. In addition to using the soils that are excavated from the Property in during the installation of the Storm Sewer Improvements, the Developer has agreed that the Village may obtain and use fill which is stored on Developer property just west of the Property, at no cost. It is also possible that some fill will be taken from the 39th Avenue reconstruction project, and the Village shall determine what amounts may be obtained from the 39th Avenue reconstruction project and used as part of the Storm Sewer Improvements. The Village shall have the discretion to determine the timing and method of constructing the Storm Sewer Improvements, consistent with the Plans and the Budget, and the Village shall substantially complete the Storm Sewer Improvements on or before July 10, 2015. The parties acknowledge that the Wetlands Area fill portion of the Storm Sewer Improvements must be completed by July 10, 2015, but the Village will continue

working on the balance of the filling and grading to complete the Storm Sewer Improvements within a reasonable time after July 10, 2015, but no later than September 10, 2015. The Village shall be paid for its work in accordance with the Budget.

1.2. Wetlands Area Filling.

The Village shall be responsible for filling in the Wetlands Area in accordance with the terms of the Army Permit as a part of the Storm Sewer Improvements. The Developer at its sole expense has obtained the mitigation credits and all state and federal permits required to fill in the Wetlands Area and will provide any notifications required by law under such permits. The Village shall obtain the erosion control permit required under Village ordinances. The other costs to fill in the Wetlands Area are part of the Storm Sewer Improvements described in the Plans and the Budget and such costs shall be paid by the parties as Storm Sewer Improvements costs under Paragraph 1.4.

1.3. Engineering and Legal Fees.

1.3.1. Engineering Fees. Each party will be responsible for its respective engineer's costs and expenses involved in the planning and installation of the Storm Sewer Improvements, except to the extent that any such costs are included in the Budget.

1.3.2. Legal Fees. The Developer agrees to pay one-half (1/2) of the legal fees incurred by the Village prior to February 5, 2015, in the drafting of this Agreement and all related documents and agreements, in the total amount of \$987.50 as evidenced by copies of invoices provided to the Developer. The Developer shall pay such \$987.50 to the Village at the time this Agreement is executed. Each party shall be responsible for its own legal fees except as set forth above in this Paragraph 1.3.2 and as otherwise set forth in this Agreement.

1.4. Payment for Storm Sewer Improvements.

1.4.1. Developer Contribution. The Developer acknowledges and agrees it will obtain a significant cost savings because of the MOU Amendment and the Village's agreement to construct the Third Roadway Connection (as defined in Paragraph 2.1 below). Therefore, the Developer agrees to contribute the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) towards the Budget for the Storm Sewer Improvements, which Budget as shown on **Exhibit D** is in the total amount of \$391,278.00. Applying the \$115,000.00 to the Budget leaves a remaining balance in the amount of \$276,278.00 (the "Remaining Cost Balance"). The Developer agrees to pay one-half (1/2) of the Remaining Cost Balance, in addition to the \$115,000.00. At the execution of this Agreement, the Developer is paying the Village by wire transfer or certified or cashier's

check the sum of \$115,000.00, as a deposit towards its share of the Budget as described above.

1.4.2. Village Contribution. The Village agrees to pay one-half (1/2) of the Remaining Cost Balance. The Village shall pay all of the costs necessary to construct the Storm Sewer Improvements as such expenses are incurred and due and payable.

1.4.3. Change Orders. If the Village wishes to modify the Plans or to revise the time for the completion of the Storm Sewer Improvements or to make any changes to the Budget, then in any of those events, the Village will submit a request for a Change Order to the Developer for Developer's review and approval. A "Change Order" is a written agreement between the Village and the Developer authorizing a change in the Plans or an adjustment in the time to complete the Storm Sewer Improvements or a modification to the Budget. A proposed Change Order from the Village will describe the proposed change in the Plans and Storm Sewer Improvements (if any), the explanation for and amount of the proposed modification to the Budget or explanation for the adjustment to the time to complete, as the case may be. Within five (5) days after receiving a request for a Change Order, the Developer will either sign and return the proposed Change Order to the Village or reject the proposed Change Order in writing, stating why. If the Developer approves a Change Order that results in an increase to the Budget, then the Village and the Developer each agree to pay one-half (1/2) of such additional costs. If the Developer rejects the Change Order, then the parties will work in good faith to address the reasons for such rejection and prepare a mutually agreeable Change Order. The Village agrees to pay the costs set forth in the Budget as they are incurred. The Developer will reimburse the Village for the initial \$115,000.00 of the Budget and, thereafter, the Developer agrees to reimburse the Village one-half (1/2) of the Remaining Cost Balance and one-half (1/2) of the amounts set forth in approved Change Orders within thirty (30) days following the date the Village notifies the Developer in writing of the expenditure of such amounts. In the event the actual costs to complete Storm Sewer Improvements are less than the Budget, then the Village and Developer shall each receive one-half (1/2) of the difference between the actual costs and the amount set forth in the Budget. Except as otherwise provided herein with respect to Change Orders, after all work has been completed and all expenses have been paid, the Village shall, within a reasonable time, provide the Developer with an accounting for all costs of the Storm Sewer Improvements and a determination by the Village of any amounts owed to the Village or the Developer under this Agreement.

1.4.4. Farm Lease. A portion of the Property is currently leased to Hawkins, who has the right to farm the land during the period while construction work on the Storm Sewer Improvements is ongoing. The Developer agrees to be responsible for obtaining all approvals from Hawkins to allow the construction of the Storm Sewer Improvements and other work described in this Agreement to take place on the Property, and the parties agree to be equally responsible for any amounts to be paid to Hawkins



because of such construction activities for the Storm Sewer Improvements, which costs shall be added to the total costs under Paragraph 1.4.3 above.

1.4.5. Maintenance of Storm Sewer Improvements. The Village has agreed to pay a portion of the costs for the construction of the Storm Sewer Improvements and has agreed to be responsible for any ongoing maintenance or repair to the Storm Sewer Improvements. The Village agrees to be solely responsible for all maintenance and repairs to the Storm Sewer Improvements, following their installation, except as otherwise specifically provided in this Agreement. The Village shall have the right of access to the Property to maintain and repair any or all of the Storm Sewer Improvements, as set forth in a grant of easement (the “Grant of Easement”). At such time as the Grant of Easement is prepared, it shall be executed and notarized by the parties and shall be recorded with the Kenosha County Register of Deeds Office.

## **2. Village Green Heights Access.**

2.1. MOU Amendment. The Village and DOT have agreed to enter into the MOU Amendment regarding the third access road requirement for the Village Green Heights Development (the “Third Roadway Connection”). The MOU Amendment allows the remaining approximately 20 single-family lots, the Sagewood Condominium area, and the area that was initially duplexes in the northeast corner of the subdivision, to be constructed without the construction of the third access road as described in the original MOU. The Village agrees to execute, and obtain DOT execution of, the MOU Amendment attached hereto **Exhibit C**, before construction begins on the Storm Sewer Improvements.

2.2. Completion of Access Work. The Village further agrees to be solely responsible for constructing the Third Roadway Connection to/from the Village Green Heights Subdivision to be made by connecting Cooper Road north to 97th Street (which extends northward to 93rd Street) by August 1, 2016, as described in the MOU Amendment. The Village will be responsible for obtaining land from the existing land owners and to pay all costs to construct such Third Roadway Connection between Cooper Road and 97th Street, which road construction costs the Village may recover from third parties but may not recover from the Developer. If for any reason the Storm Sewer Improvements are not completed as contemplated by this Agreement, the Village shall remain solely responsible for the Third Roadway Connection.

## **3. Dedication of Park Land.**

3.1. Certified Survey Map. The Developer agrees to be responsible for preparing and obtaining approvals for the CSM. A draft of the CSM is attached hereto as **Exhibit E** and incorporated herein by reference, which draft reflects the approximate location of the Park Areas. The Park Areas will be dedicated and transferred to the

Village. The Village and the Developer each agree to pay one-half (1/2) of the reasonable costs incurred for the preparation and approval of the CSM. Said costs shall be paid at the time this Agreement is executed if they have been ascertained or at such later date as those costs are determined. The CSM are being prepared and approved at this time only to create the Park Areas for dedication to the Village and the CSM are not to be construed as authorizing any development to occur on the balance of the Property (other than the Park Areas). As a part of the CSM procedure, the parties agree to act in good faith in completing the vacation of Springbrook Court by Kenosha County and the Village, so said vacation may be completed at or before the time the Park Areas are dedicated to the Village as provided in this Paragraph 3.

3.2. Dedication of Park Areas. Upon completion and approval of the CSM, the Developer shall dedicate and transfer the Park Areas to the Village, by a special warranty deed reasonably acceptable to the Village, and free and clear of all liens and encumbrances except for the Permitted Exceptions (as that term is defined in Paragraph 7). Upon the transfer of the Park Areas to the Village, the Village shall become the sole owner of the Park Areas and shall have the sole right to determine when to grade and/or seed any of the Park Areas.

3.3. Easement for Storm Water Ponds. The Village is not constructing storm water ponds ("Storm Water Ponds") in either of the Park Areas at this time, but may in the future decide to construct the Storm Water Ponds within all or any part of the Park Areas. **Exhibit E** attached hereto and incorporated herein by reference reflects the possible location of the Storm Water Ponds in the Park Areas. Once constructed, storm water from other portions of the Property will discharge into the Storm Water Ponds. In the event the Village in the future determines, in its sole and absolute discretion, to construct the Storm Water Ponds or grants permission for the Developer to construct the Storm Water Ponds, then the Village and the Developer will enter into and record a Storm Water Easement granting Developer the right to discharge storm water from other portions of the Property into the Storm Water Ponds.

3.4 Recording of CSM. The parties agree that it may not be in their best interests to record the CSM before the Storm Sewer Improvements have been completed and any inspection times for government agencies have expired. Therefore, after the Developer signs the CSM and special warranty deed, the Village shall hold the CSM and special warranty deed and shall execute and record the CSM and special warranty deed when the Village determines such execution and recording is appropriate.

#### **4. Temporary Construction Easement.**

The Developer hereby grants and conveys to the Village, its contractors, employees, and agents, a temporary, non-exclusive, rent-free construction access easement (the "Access Easement") over and through the Property, for the purpose of

providing the Village with the ability to construct the Storm Sewer Improvements on the Property and to inspect any other portions of the Property in connection with this Agreement. In addition, the Developer hereby grants and conveys to the Village, its contractors, employees and agents, a temporary, non-exclusive, rent-free construction license agreement (the "License") over and through the Property, and property owned by the Developer to the west of the Property, for purposes of taking fill stored on property of the Developer and using the same as part of the Storm Sewer Improvements on the Property. The Access Easement and License granted herein shall expire upon the completion of all Storm Sewer Improvements. Any damage caused to the Property during construction of the Storm Sewer Improvements shall be paid for by the Village.

## **5. Indemnity/Insurance/Liens.**

5.1. Village Indemnification. The Village hereby agrees to indemnify and hold the Developer harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of actions, suits, claims, demands and judgments of any nature because of bodily injuries to, or death of, any person arising out of the performance by or on behalf of the Village of any work to complete the Storm Sewer Improvements or other work on the Property.

5.2. Insurance. The Developer and the Village, and any contractor hired by the Developer or the Village to complete any work described in this Agreement, shall all 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, deletion of the "XCU" exclusion when applicable to the operations performed by contractor 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 (\$1,000,000.00) per occurrence combined single limits/Two Million Dollars (\$2,000,000.00) general aggregate (but not less than \$1,000,000.00 per location aggregate); (b) comprehensive automobile liability insurance policy with a combined single limit for each occurrence of not less than One Million Dollars (\$1,000,000.00) with respect to personal injury, death and property damage; (c) workers' compensation insurance policy or similar insurance in form and amounts required by law; and (d) excess or umbrella liability insurance of not less than \$2,000,000.00 each occurrence/\$2,000,000.00 in aggregate. The Developer and the Village must be named as additional insureds under the commercial general liability policy, and the coverage afforded the additional insureds under contractors' policies shall be primary insurance and the additional insureds' shall be non-contributory. All contractors and their subcontractors waive all rights of subrogation against the Developer and the Village with respect to matters covered by the liability and workers' compensation insurance required to be carried hereunder and shall have their insurance policies endorsed to reflect such waiver.



5.3. Liens. Each party responsible for payment shall properly pay all persons furnishing labor or materials with respect to any work performed by such party or its contractors under this Agreement. If any contractors, mechanics or other liens shall at any time be filed against the Property by reason of such work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, the parties shall take such action as is reasonably necessary, in accordance with the terms of this Agreement, to discharge the same of record or cause the release of such lien. The Village agrees that it shall not file any liens against the Property and if any contractor employed by the Village files any lien against the Property, the Village will take all actions necessary to either discharge such lien or cause it to be released. The Village agrees to provide lien waivers for its work, labor, services and materials, and shall obtain from all contractors, suppliers and subcontractors employed by the Village lien waivers for their work, labor, services or materials, and shall deliver the same to the Developer within a reasonable time following completion of the Storm Sewer Improvements.

5.4. Limited Warranty. The Village agrees to construct the Storm Sewer Improvements in accordance with Plans, the Army Permit, the Budget and all applicable laws, free from any defects due to faulty workmanship by the Village, its employees and contractors. In the event the Developer claims any such work was not completed as provided in the preceding sentence, the Developer shall provide written notice to the Village within one (1) year following the completion of such work. The foregoing warranties exclude remedies for damages or defects caused by abuse or modifications by the Developer or its contractors, agents or employees, improper or insufficient maintenance by any person or entity other than the Village or its contractors, agents or employees, improper operation or normal wear and tear under normal usage. Except as set forth in this Paragraph 5.5, the Village does not make, and the Developer acknowledges the Village has not made, any representation, warranty or guaranty, express or implied, to the Developer with respect to the present or future merchantability, condition, quality, durability or suitability of use of the Storm Sewer Improvements.

## **6. Dedication of Land and Improvements.**

The Developer has agreed to dedicate to the Village the Park Areas by special warranty deed, free of all liens and encumbrances except for the Permitted Exceptions. All of the required dedications of interests in land and easements shall be deemed to have been formally, finally and unconditionally made by the Developer and accepted by the Village at such time as the CSM is certified as approved by the Village President, the Village Clerk, the Village Treasurer, and the Kenosha County Treasurer, and recorded with the Kenosha County Register of Deeds Office. All of the required dedications of interest in the Storm Sewer Improvements shall be deemed to have been formally, finally and unconditionally made by the Developer and accepted by the Village once the Village has certified in writing that all of the Storm Sewer Improvements have been completed, they are accepted by the Village, and upon the Developer executing and delivering to the

Village a Bill of Sale conveying the Storm Sewer Improvements to the Village. The dedication of the Park Areas and Storm Sewer Improvements and the granting of easements or other interests provided for in this Agreement, shall be made at no cost to the Village except as otherwise provided herein.

**7. Title Insurance.**

The Developer will provide to the Village a title commitment (attached hereto as **Exhibit F**) issued by Landmark Title Corporation of Kenosha (the "Title Insurer") insuring title to the Park Areas at such time as the exact legal descriptions for the Park Areas are prepared as part of the CSM and insuring the easement for the Storm Sewer Improvements created by the Grant of Easement. The title commitment will show the Village as the proposed insured as owner in fee simple of the Park Areas in the amount of \$25,000.00, free and clear of all liens and encumbrances except for those provided for by this Agreement, or as have been approved in writing by the Village (collectively the "Permitted Exceptions"). The costs of the title commitment and the ensuing policy issued to the Village shall be paid by the Developer and the Village in equal shares, with each party to pay its share of such title insurance charges once ascertained. A condition precedent to the Village Board's final approval of the CSM and this Agreement shall be Title Insurer's assurance to the Village that the Title Insurer is prepared to issue to the Village a title policy, effective as of the date of the recording of the CSM, the Grant of Easement and the special warranty deed to the Village, naming the Village as owner in fee simple of the Park Areas being conveyed to it and insuring the easement created by the Grant of Easement, in the amount of \$25,000.00, free and clear of all liens and encumbrances except the Permitted Exceptions (the "Title Policy"). The Title Policy shall be issued by the Title Insurer to the Village, upon the recording of the CSM, the Grant of Easement and the special warranty deed transferring the Park Areas from the Developer to the Village. The Developer represents and warrants to the Village that the Developer is currently the sole fee simple owner of the Property and it is lawfully seized and possessed of the Property, subject only to the Permitted Exceptions. The Developer has obtained or will obtain all approvals necessary or appropriate to transfer the Park Areas and easements to the Village as described in this Agreement, free and clear of all liens and encumbrances except the Permitted Exceptions. All representations and warranties provided by the Developer in this Agreement shall survive the transfer of the Park Areas to the Village and the completion of all duties and obligations of any party under this Agreement.

**8. Developer's Hazardous Materials Representation and Warranty.**

For purposes of this Agreement, "Hazardous Materials" shall mean any substance or combination of substances which are defined or regulated as hazardous under any applicable federal, state or local law, including, but not limited to, Section 299.01(6) of the Wisconsin Statutes. The Developer represents and warrants to the Village, its

employees, agents and contractors acting on behalf of the Village, that as of the date of this Agreement, and at the time the Developer makes any dedications or transfer of easements or land to the Village, and the time such dedications or transfers are recorded: (i) to the notice or knowledge of the Developer and its members and employees, there are no Hazardous Materials present on, in or beneath the Park Areas or the easement area created under the Grant of Easement for the Storm Sewer Improvements (“Storm Sewer Easement Area”) in any quantity or condition that would constitute a violation of any environmental law; and (ii) there is no pending or threatened litigation, charge, complaint, action, suit, proceedings, hearing, investigation, claim, demand or notice before any court or administrative agency containing any allegation that Hazardous Materials are or have been present, released, generated, transported, stored, treated or disposed of on the Park Areas or the Storm Sewer Easement Area. The representations and warranties contained herein shall survive the transfer of the Storm Sewer Easement Area and Park Areas to the Village and the performance of all duties and obligations of any party under this Agreement. The Developer shall, upon written demand from the Village, promptly indemnify and hold harmless the Village, its employees, agents and contractors for and against any and all claims, liability, damages and the costs of any litigation resulting from or arising out the untruth or inaccuracy of the representations and warranties contained in this Paragraph 8, including without limitation, any actual attorneys' fees and expert witness fees. In the event that the Developer discovers the presence of any underground storage tank or any Hazardous Material on the Park Areas or the Storm Sewer Easement Area, the Developer shall immediately notify the Village orally and by facsimile and shall promptly give such other notices and take such action as may be required by applicable law.

**9. Payment of Taxes and Special Assessments.**

The Developer, in accordance with the title commitment and Village tax records, shall pay any outstanding real estate taxes and special assessments then due and owing on the Property prior to the recording of the CSM, with outstanding real estate taxes and special assessments being shown in the special assessment letter attached hereto as **Exhibit F** and incorporated herein by reference. The Developer shall be solely responsible for any real estate taxes attributable to the Park Areas or any other part of the Property for 2015 and all prior years.

**10. Obtaining Permits and Stop Work Orders.**

Any work by the Developer or its contractors for any work to be completed by them under this Agreement shall not be commenced until such time as the Developer and its contractors have obtained all necessary permits from the Village. The Developer and its contractors shall comply with all Village ordinances, rules and regulations, including those under the Village's Construction Site Maintenance and Erosion Control Ordinance, and the Developer shall promptly comply with any stop-work orders issued pursuant to



applicable provisions of the Village Land Division and Development Control Ordinance and Municipal Code Chapter 405 (Public Improvements), or other provisions of the Village ordinances. The Village agrees not to charge for any Erosion Control Ordinance Permits, Work in the Right-of-Way Permits or a Street Sweeping Deposit for the construction of the Storm Sewer Improvements.

## **11. Notice of Breach and Curative Activity.**

11.1. Default Notice. In the event that one of the parties to this Agreement (the “Performing Party”) believes that the other party has failed to perform its obligations under this Agreement (the “Nonperforming Party”), the Performing Party shall promptly notify the Nonperforming Party in writing (the “Default Notice”) of the specific nature of the alleged failure. If the Village, as the Performing Party, believes that an alleged failure of performance by the Developer, as the Nonperforming Party, poses an imminent threat to the public health or safety, the Village’s Default Notice shall so state.

11.2. Stop-Work and Similar Orders. The delivery by the Village of a Default Notice to the Developer shall not be a condition precedent to the issuance by the Village of a Stop-Work Order pursuant to applicable provisions of the Village’s Land Division and Development Control Ordinance or Municipal Code Chapter 405 (Public Improvements), or to any legal action not taken pursuant to this Agreement to enforce such ordinance or any other applicable ordinance.

11.3. Cure. The Nonperforming Party shall have thirty (30) days after receipt of a Default Notice to cure the alleged failure to perform; provided, however, that if the failure is incapable of cure within such thirty (30) days, then if as soon as reasonably practicable within said 30-day period the Nonperforming Party shall commence to cure and shall diligently pursue such cure, the time for such cure shall be extended for a reasonable period of time under the circumstances to allow the Nonperforming Party to complete its curative activity.

11.4. Good Faith. Whenever an alleged failure of performance under this Agreement is believed by either party to pose an imminent threat to public health or safety, the parties shall immediately confer in good faith as to how such threat can be most effectively and expeditiously eliminated.

11.5. Event of Default. If the Nonperforming Party fails to cure the default alleged in the Default Notice within the time permitted pursuant to Paragraph 11.3 hereof, an event of default (“Event of Default”) shall have occurred with respect to the Nonperforming Party.

11.6. Public Health and Safety. Notwithstanding anything to the contrary in this Agreement, if the Village believes in good faith that commencement of a legal action, or

the performance of its own work with respect to curing a perceived breach prior to the commencement or completion of the Developer's curative action is urgently required to protect the public health or safety, the Village may proceed to do so, giving such prior notice to Developer and offering Developer such opportunity to cure as is practicable under the circumstances.

11.7. No Evidence. Neither a party's willingness to undertake curative activity nor the fact that a party has undertaken curative activity shall be construed as or used as evidence of an Event of Default under this Agreement.

11.8. Fees and Interest. Notwithstanding anything to the contrary in this Agreement, if the Developer fails to pay any amounts owed to the Village under this Agreement, on or before the due date for such payment, the Developer shall pay the Village's reasonable attorneys' fees, costs of collection, and interest at the rate of eighteen percent (18%) per annum to the Village on any amount not timely paid.

## **12. Notices.**

12.1. Address. Except as otherwise specifically provided in this Agreement, all notices given in connection with this Agreement shall be in writing, shall specifically refer to this Agreement by title and date, shall be addressed to the receiving party, and shall be delivered by personal delivery, by overnight courier with evidence of receipt, by certified or registered mail, with postage prepaid and return receipt requested, or by facsimile transmission (provided that an original of said notice or communication is sent simultaneously by first class U.S. mail with postage prepaid or by any of the other designated methods). Any notice addressed to the Village shall be addressed to the attention of The Village Administrator, 9915 39<sup>th</sup> Avenue, Pleasant Prairie, Wisconsin 53158 (Facsimile: (262) 694-4734). Any notice addressed to the Developer shall be addressed to Prairie Place, LLC, Attn: Marty Hanley, 6400 Shafer Court, Suite 325, Rosemont, IL 60018; (Facsimile: (847) 825-0887).

12.2. Change of Address. Either party may give notice to the other, in accordance with this Paragraph 12, of a change-of-address to which notices under this Agreement may be sent during normal business hours. After any such change-of-address notice is given and received, all notices given in connection with this Agreement shall thereafter be mailed, delivered or transmitted to the new address. Any such change-of-address notice shall state on its face, in capital letters, "THIS LETTER AMENDS THE NOTICE PROVISION OF PARAGRAPH 12.1 OF THE AGREEMENT BETWEEN THE VILLAGE OF PLEASANT PRAIRIE AND PRAIRIE PLACE LLC. THIS LETTER SHOULD BE FILED WITH SUCH AGREEMENT."

12.3. Effective Date of Notice. Any notice given in accordance with this Paragraph 12 shall be effective upon delivery, if personally delivered, delivered by

overnight courier or delivered by facsimile during regular business hours, or three (3) days after depositing the same in the United States mail. Any facsimile received after 5:00 p.m. (based on the recipient's time zone) or on a day other than a normal business day shall be deemed delivered on the next normal business day.

**13. No Third-Party Beneficiaries.**

This Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and assigns, which shall not include, for purposes of this Paragraph 13, any person who has not assumed all of the benefits and obligations of this Agreement.

**14. Applicability of Land Division and Development Control Ordinance.**

The provisions of the Village Land Division and Development Control Ordinance are applicable to the subject matter of this Agreement, whether or not such provisions are referred to expressly herein. In the event of any inconsistency between the provisions of said ordinance and the provisions of this Agreement, the provisions that are most stringent against the Developer or most favorable to the Village shall control.

**15. Amendment of Agreement.**

The Village and the Developer may, by mutual agreement in writing, and after approval of the Village Board, amend this Agreement at any time. The Village Board shall not, however, approve an amendment without having first considered the recommendations of the Village staff on the proposed amendment.

**16. Amendment of Ordinance.**

In the event that the Village Land Division and Development Control Ordinance (Chapter 395) or Municipal Code Chapter 405 (Public Improvements) are amended or recreated after this Agreement is entered into, and before all work under this Agreement has been completed, then any such amendments shall apply to this Agreement; provided, however, that if such amendments impose greater burdens or impose more stringent restrictions upon the Developer, such amendments shall not apply.

**17. Severability.**

In the event that any part of this Agreement is determined to be invalid by a court of competent jurisdiction, such part shall be severed from the Agreement, and the balance of this Agreement shall survive. The obligations of the parties regarding the Storm Sewer Improvements are separate from the obligations of the parties for the dedication of the Park Areas, the MOU Amendment and the construction of the Third Roadway



Connection, and any defaults or delays regarding the Storm Sewer Improvements shall not relieve any party of their other obligations under this Agreement, including without limitation, any obligations under Paragraph 2 and Paragraph 3 above.

**18. Binding Agreement; Assignment.**

18.1. Successors and Assigns. This Agreement shall be binding on the parties and their successors and assigns. Any assignment of this Agreement by the Developer or by any successor or assign of the Developer, shall be subject to prior approval of the Village Board, but such approval shall not be unreasonably withheld.

18.2. Transfer of Property. The Developer may, subject to the Village's prior written approval thereof (which shall not be unreasonably delayed, conditioned or withheld), assign this Agreement to another person or entity in connection with the conveyance to such person or entity of the fee simple interest in all of the Property not previously conveyed (or under contract to be conveyed) to non-Developer owners. At such time, if any, as the Developer assigns this Agreement to another person or entity with the prior written approval of the Village (an "Approved Assignee"): (a) such Approved Assignee shall become the new Developer; (b) all of the obligations and responsibility of the "Developer" as herein set forth shall devolve upon and be assumed by such Approved Assignee; (c) the assignor-Developer as herein defined shall be released from all such obligations upon such assignment, and shall be exculpated from any personal liability or continuing obligation to perform the commitments and obligations set forth herein with respect to future obligations of the Developer; and (d) the Village will look solely to such Approved Assignee for the future performance of obligations arising under this Agreement. After such assignment, the term "Developer" shall mean such Approved Assignee.

**19. No Threat to Public Health or Safety.**

Notwithstanding any language or this Agreement to the contrary, the Developer shall neither do nor permit any other person to do anything in connection with the performance of the Developer's obligations under this Agreement which poses a threat to the public health or safety.

**20. Good Faith and Fair Dealing.**

The parties shall deal with one another fairly and in good faith. If this Agreement provides that an approving party may grant or withhold its approval or consent in its sole and absolute judgment or discretion, such approval or consent may be unreasonably withheld or conditioned and the approving party shall not be obligated to state the reasons for withholding its approval. If this Agreement does not expressly provide that an approving or consenting party may grant or withhold its approval in its sole and absolute

judgment or discretion, the approving party shall not unreasonably withhold, condition or delay its approval.

**21. Memorandum of Development Agreement.**

Promptly after the signing of this Agreement, as a condition subsequent to the Village Board's resolution approving the CSM and this Agreement, the Developer shall sign the Memorandum of Agreement for Construction of Storm Sewer Improvements and Dedication of Park Land (the "Memorandum") for recording in the Office of the Kenosha County Register of Deeds. The Memorandum is attached hereto as **Exhibit G** and incorporated herein by reference. The Memorandum shall include a reference to the MOU Amendment and the obligations of the parties under Paragraph 2 above, and the Memorandum may be recorded by the Developer with the Kenosha County Register of Deeds Office regarding other properties subject to the MOU.

**22. Entire Agreement.**

This Agreement (including the Exhibits) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, commitments, promises, offers, representations and statements made by or on behalf of the parties with respect to the subject matter of this Agreement.

**23. No Rule of Construction Against Drafter.**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of construction shall be applied against either party as the drafter of this Agreement.

**24. Governing Law.**

The laws of the State of Wisconsin shall govern all issues relating to this Agreement.

**25. Effective Date.**

This Agreement shall be effective from and after the time it is executed and delivered by both the Developer and the Village (the "Effective Date"). The parties acknowledge and agree that the Village may wait to execute the CSM and may wait to record the CSM and special warranty deed transferring the Park Areas to the Village, until after the completion of the Storm Sewer Improvements. This Agreement shall be effective as of the Effective Date, even if the Village waits to record the CSM and the special warranty deed.

**26. Unavoidable Delay.**

If either party is in any way delayed or prevented from performing any of its obligations under this Agreement, other than the payment of money, due to fire, act of God, governmental act or failure to act, civil disorder, riots, insurrections, war, fuel shortages, failure of power, accidents, casualties, adverse weather conditions, strike, labor dispute, inability to procure materials, acts of the other party or the other party's agent or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the party so delayed or prevented from performing its obligations under this Agreement shall not be deemed in default under this Agreement and the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. Lack of available funds, regardless of the reason, shall never be deemed to constitute a cause beyond a party's reasonable control.

**27. Incorporation of Recitals.**

The recital paragraphs set forth at the beginning of this Agreement are incorporated as a part of this Agreement as though fully set forth herein.







## LISTING OF EXHIBITS

- |           |   |
|-----------|---|
| EXHIBIT A | Legal Description of Property   |
| EXHIBIT B | Plans for Storm Sewer Improvements  |
| EXHIBIT C | Amendment to Memorandum of Understanding between the Village of Pleasant Prairie and the Wisconsin Department of Transportation |
| EXHIBIT D | Budget for Storm Sewer Improvements   |
| EXHIBIT E | Draft CSM and<br>Draft Grant of Easement for Storm Sewer Improvements   |
| EXHIBIT F | Outstanding Taxes and Special Assessments   |
| EXHIBIT G | Memorandum of Agreement for Construction of Storm Sewer Improvements and Dedication of Park Land                                |



**EXHIBIT A**

**Legal Description of Property**

**EXHIBIT B**

**Plans for Storm Sewer Improvements**

Construction Documents prepared by SmithGroup JJR dated March 4, 2015 as follows:

**Sheet List**

G001	Title Sheet
V001	Existing Conditions
C100	Site Grading and Erosion Control Plan
C101	Storm Sewer Plan and Profile
C102	Site Restoration Plan
C400	Construction Notes and Details
C401	Erosion Control Notes and Details

**EXHIBIT C**

**Amendment to Memorandum of Understanding between  
the Village of Pleasant Prairie and the Wisconsin Department  
of Transportation**



## EXHIBIT D

### Budget for Storm Sewer Improvements

Project Name: Village Green Wetland Fill							
Prepared By: Kurt Davidsen							
Project No.:							
Date: Revised JS 04/01/15							
3/5/2015							
No.	Qty	Units	Item	Unit Price	Total		
1	10750	CY	Common Excavation	\$4.00	\$ 43,000.00		
2	20850	CY	Borrow	\$0.00	\$ -		
3	1500	CY	Marsh Excavation (Disposed off outside of limits)	\$10.00	\$ 15,000.00		
4	14	EA	Inlet Protection	\$80.00	\$ 1,120.00		
5	2	EA	Stone Tracking Pad	\$2,000.00	\$ 4,000.00		
6	758	SY	Erosion Mat, Class IA	\$1.50	\$ 1,137.00		
7	2001	SY	Erosion Mat, Class IB	\$1.50	\$ 3,002.00		
8	1548	SY	Turf Reinforcement Mat, Class III C	\$7.00	\$ 10,836.00		
9	173	SY	Geotextile Fabric, Type HR	\$4.00	\$ 692.00		
10	118	CY	Medium Riprap	\$50.00	\$ 5,900.00		
11	1	EA	Remove Manhole	\$400.00	\$ 400.00		
12	154	LF	Salvage Storm Sewer Pipe	\$30.00	\$ 4,620.00		
13	71	LF	Salvaged 36" RCP Installed	\$55.00	\$ 3,905.00		
14	172	LF	N-12 Pipe, 36"	\$85.00	\$ 14,620.00		
15	150	LF	Reinforced Concrete Pipe, Class III 48"	\$190.00	\$ 28,500.00		
16	510	LF	Reinforced Concrete Pipe, Class III 54"	\$210.00	\$ 107,100.00		
17	1	EA	Apron Endwall, 36" RCP, Salvaged	\$500.00	\$ 500.00		
18	1	EA	Apron Endwall, 36" RCP	\$1,500.00	\$ 1,500.00		
19	1	EA	Apron Endwall, 54" RCP	\$2,000.00	\$ 2,000.00		
20	1	EA	Manhole, 80" DIA	\$5,000.00	\$ 5,000.00		
21	3	EA	Manhole, 84" DIA	\$8,000.00	\$ 24,000.00		
22	1	EA	Cast in Place Inlet	\$8,000.00	\$ 8,000.00		
23	1	EA	Temp 36" Riser	\$500.00	\$ 500.00		
24	1	LS	Plug Existing Culverts	\$500.00	\$ 500.00		
25	160	LF	Saw Cut	\$2.00	\$ 320.00		
26	90	LF	Remove and Replace Curb and Cutter	\$25.00	\$ 2,250.00		
27	180	SY	Pavement Restoration	\$50.00	\$ 9,000.00		
28	42839	SY	Lawn Restoration	\$1.00	\$ 42,839.00		
				Subtotal:	\$ 340,241.00		
				Contingencies (15% ±):	\$ 51,036.15		
<b>Village of Pleasant Prairie</b>				<b>Total Project Cost:</b>	<b>\$ 391,277.15</b>		

**EXHIBIT G**

**MEMORANDUM OF AGREEMENT FOR  
CONSTRUCTION OF STORM SEWER  
IMPROVEMENTS AND DEDICATION OF PARK  
LAND.**

Return to:

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

Tax Parcel Numbers:  
\_\_\_\_\_

THIS MEMORANDUM OF AGREEMENT FOR CONSTRUCTION OF STORM SEWER IMPROVEMENTS AND DEDICATION OF PARK LAND is made by PRAIRIE PLACE, LLC, a Delaware limited liability company (the "Developer") with a business address of 6400 Shafer Court, Suite 325, Rosemont, IL 60018 and the Village of Pleasant Prairie, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. Developer and the Village entered into an Agreement for Construction of Storm Sewer Improvements and Dedication of Park Land dated as of \_\_\_\_\_, 2015 (the "Agreement") regarding the parties jointly making certain storm sewer improvements on, and the Developer dedicating to the Village certain park land located on, certain real property located within the Village (the "Property"), the legal description which is attached hereto as Exhibit A and incorporated herein by reference. The Agreement further obligates the Village to construct a Third Roadway Connection from the Village Green Subdivision by connecting Cooper Road North to 97<sup>th</sup> Street and which affects the Developer's real estate described on Exhibit B attached hereto and incorporated herein by reference (the "Village Green Property"). A copy of the Agreement is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans for the storm sewer improvements and information regarding the park land to be dedicated to the Village.
2. The Agreement provides, among other things, the following:

- a. **The Developer and the Village are jointly constructing certain Storm Sewer Improvements over a portion of the Property, with the Developer and the Village responsible for paying a portion of the costs as provided in the Agreement.**
  - b. **The Village has agreed to be solely responsible for constructing a Third Roadway Connection to/from the Village Green Subdivision to be made by connecting Cooper Road North to 97<sup>th</sup> Street and to obtain the MOU Amendment as described in the Agreement, all of which affects the Village Green Property and not the Property.**
  - c. **The Developer is obligated under the Agreement to dedicate certain park land, and certain Storm Sewer Improvements after their completion, to the Village.**
  - d. **The Developer has made various representations, warranties and indemnities in the Agreement regarding, among other things, the environmental condition of the Property and the state of title of the land being dedicated to the Village.**
  - e. **The Developer is obligated under the Agreement to pay various development-related fees to the Village.**
3. **The Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer and their respective successors and assigns as to the Agreement.**
  4. This Memorandum is intended for notice purposes only and is not a complete summary of the Agreement. The provisions of this Memorandum shall not be used in interpreting the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

**IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this \_\_\_ day of \_\_\_\_\_, 2015.**



PRAIRIE PLACE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VILLAGE OF PLEASANT PRAIRIE

ATTEST:

By: \_\_\_\_\_  
**John P. Steinbrink,**  
**Village President**

By: \_\_\_\_\_  
**Jane Romanowski**  
**Village Clerk/Asst. to the Village Administrator**



*EXHIBIT A*



**EXHIBIT A**

Lot 1 of Certified Survey Map No. 2682, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 21, 2010, as Document No. 1635556, being a re-division of Parcel 2 of Certified Survey Map No. 2311, located in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 23, Town 1 North, Range 22 East, in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

Property Address: Lands along Springbrook Road, Pleasant Prairie,  
WI 53158

Tax Key Number: 92-4-122-234-0117

Part of the Southeast 1/4 of Section 23, Township 1 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as: Commencing at the Intersection of the South line of Highway "ML" relocated with the West line of Highway "EZ"; thence West along the South line of Highway "ML" 282.97 feet; thence South 128.02 feet to the point of beginning; thence West 460.25 feet; thence South 33° (34") 19' 30" West 205.7 feet; thence South 04° 11' 21" West 184.44 feet; thence South 195.87 feet; thence South 100.13 feet; thence South 475 feet; thence East 145.94 feet to the North line of Highway (Old Highway ML); thence Northeasterly along the North line of Right-of-way approximately 799.6 feet; thence North 24° 35' 53" East 283.35 feet to the West line of Highway EZ; thence North along the West line of said road 271.67 feet; thence West 333 feet; thence North 140 feet to the point of beginning. Said land being in the Village of Pleasant Prairie, County of Kenosha, State of Wisconsin.

FOR INFORMATIONAL PURPOSES ONLY;

Property Address: Lands along 39th Avenue, Pleasant Prairie, WI 53158

Tax Key Number. 92-4-122-234-0104

# Village Green Center

## Main Street Storm Sewer and Regrading

### Village of Pleasant Prairie, WI

March 4, 2015  
Construction Documents

#### Sheet List Table

G001	Title Sheet
V001	Existing Conditions
C100	Site Grading and Erosion Control Plan
C101	Storm Sewer Plan and Profile
C102	Site Restoration Plan
C400	Construction Notes and Details
C401	Erosion Control Notes and Details

#### Prepared for:

Land and Lakes  
Development Co.

123 North Northwest Highway  
Park Ridge, Illinois 60068

#### UTILITIES

1. Pleasant Prairie Public Works  
262.694.1403 (Normal Business Hours)  
262.694.1234 (Emergency)
2. WE Energies  
800.714.7777

#### Prepared by:

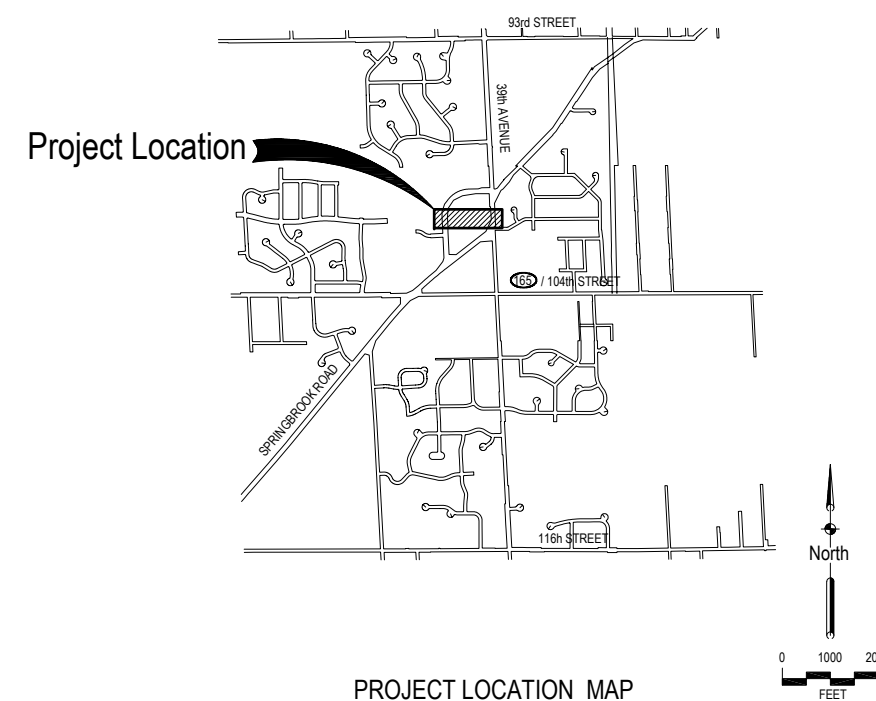
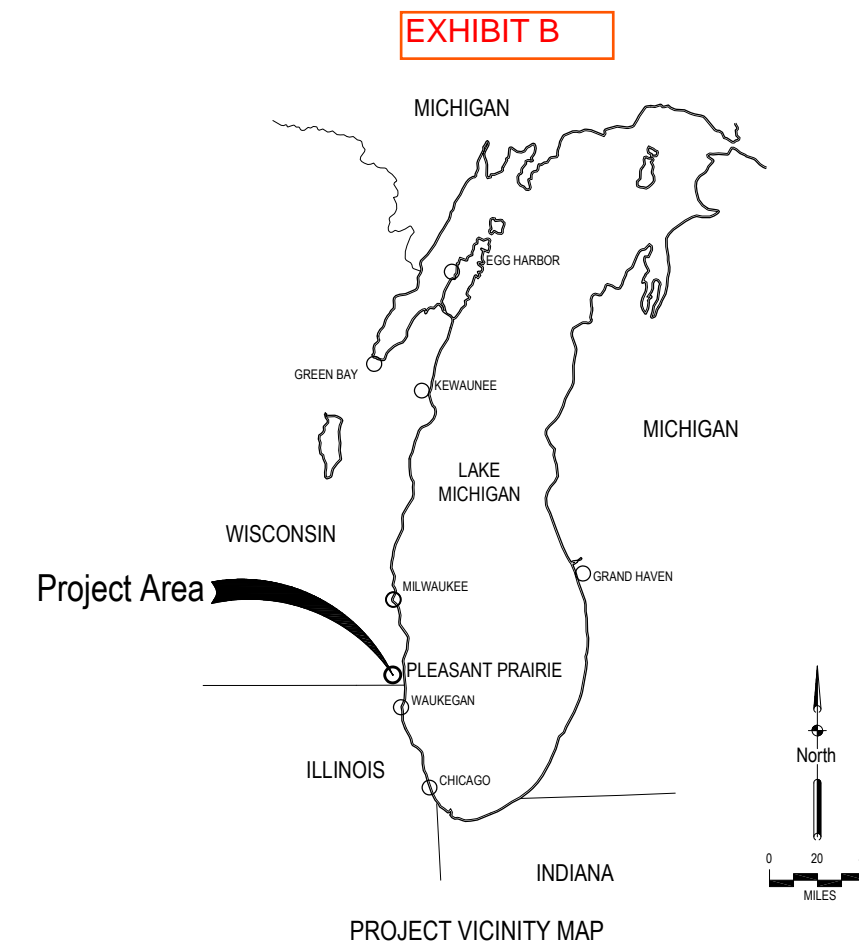
**SMITHGROUP JJR**

44 EAST MIFFLIN STREET  
SUITE 500  
MADISON, WI 53703  
608.251.1177  
www.smithgroupjir.com

#### Consultants:

JSD Professional  
Services, Inc.

161 Horizon Drive, Suite 101  
Verona, WI 53593























## EXHIBIT C

### Amendment to Memorandum of Understanding Between Village of Pleasant Prairie and Wisconsin Department of Transportation

This Amendment to Memorandum of Understanding (MOU) summarizes the modified roadway improvements Agreement between the Village of Pleasant Prairie, hereinafter referred to as the "Village" and the Wisconsin Department of Transportation, hereinafter referred to as the "WI DOT" for the development of the Village Green Heights Subdivision, herein referred to as the "Development" generally located north of STH 165 (104<sup>th</sup> Street) and extending from just east of 47<sup>th</sup> Avenue to just west of 50<sup>th</sup> Avenue in the Village of Pleasant Prairie, Wisconsin. This MOU Amendment is being executed pursuant to the Traffic Impact Analysis Log #652 for the Village Green Heights Subdivision-STH 165 in the Village of Pleasant Prairie as prepared by Graef Anhalt Schloemer and reviewed by the Wisconsin Department of Transportation on January 10, 2003 and a 2015 Amendment to the Memorandum of Understanding request by the Village.

The Development is comprised of the Village Green Heights Residential Development, was proposed to be developed in five (5) phases as identified below and as shown in the attached Exhibit A.

#### VILLAGE GREEN HEIGHTS DEVELOPMENT (approximately 187 acres):

- **Phase 1:** Village Green Heights Single Family Subdivision: 135 single family lots – located south of Main Street between 47<sup>th</sup> Avenue and the west property line and;
- **Phase 2:** Village Green Heights Town Homes South: 10 four-family buildings or a total of 40 units - located south of Main Street and east of 47<sup>th</sup> Avenue;
- **Phase 3:** Village Green Heights Town Homes South 1<sup>st</sup> Addition: 7 four-family buildings or a total of 28 units – located south of Main Street and east of 47<sup>th</sup> Avenue;
- **Phase 4:** Village Green Heights Single Family Subdivision: 83 single family lots – located north of Main Street between 48<sup>th</sup> and 55<sup>th</sup> Avenues; and
- **Phase 5:** Village Green Heights Town Homes North: 50 two-family buildings or a total of 100 units – located north of Main Street at 47<sup>th</sup> Avenue.

The Development is still comprised of the Village Green Heights Residential Development, but due to current market conditions it is proposed to be developed in five (5) modified phases as identified below:

- **Phase 1:** Village Green Heights Single Family Subdivision: 135 single family lots – located south of Main Street between 47<sup>th</sup> Avenue and the west property line and;(123 houses constructed);
- **Phase 2:** Village Green Heights Single Family Subdivision: 83 single family lots – located north of Main Street between 48<sup>th</sup> and 55<sup>th</sup> Avenues (43 houses constructed);

- **Phase 3:** Village Green Heights Town Homes South (Sagewood Stage 1): 9 four-family buildings or a total of 36 units - located south of Main Street and east of 47<sup>th</sup> Avenue (2 four-family buildings or **8 units constructed**);
- **Phase 4:** Village Green Heights Town Homes South 1<sup>st</sup> Addition: 7 four-family buildings or a total of 28 units – located south of Main Street and east of 47<sup>th</sup> Avenue (**0 constructed**); and
- **Phase 5:** Village Green Heights Town Homes North: 50 two-family buildings or a total of 100 units – located north of Main Street at 47<sup>th</sup> Avenue (**0 constructed**).

Of the total 382 proposed housing units proposed in the 5 phases, a total of 174 units as of July 1, 2014 have been constructed.

## VILLAGE RESPONSIBILITIES:

### GENERAL

1. The design shall be prepared in accordance with the FDM requirements for plan preparation. **Completed**
2. The intersection designs shall accommodate WB-62 truck turning movements. **Completed**
3. The alignment of STH 165 adjacent to the Village Green Heights Development shall be a straight alignment centered upon the right-of-way with the auxiliary lanes tapering off the straight alignment. There will be a transition required at either end of the development with proper tapers to tie back into the existing roadway alignment. **Completed**
4. There shall be no direct construction or development driveway access to STH 165. All driveway access shall be to the local public street system at 47<sup>th</sup> Avenue and Cooper Road/50<sup>th</sup> Avenue. The Village Green Heights Phases 1 and 2 Plats shall reflect this access restriction. **Completed**
5. The Village Green Heights residential development and the Village Green Center commercial development as referenced in the Traffic Impact Analysis (TIA) are proceeding under different time frame schedules. The WI DOT has approved a request to complete the STH 165 public improvements pertaining to the Village Green Heights residential development as outlined in this Memorandum of Understanding (MOU) Agreement conditioned upon the signing of this MOU by the Village and that an amended MOU shall be executed between the Village and the WI DOT for the Village Green Center, which addresses the required STH 165 public



improvements resulting from the commercial/residential development in the Village Green Center. **Completed**

6. An additional right-of-way dedication of 27 feet for the future widening of STH 165 shall be shown on the Village Green Heights Phases 1 and 2 Plats as Dedicated Public Street. The half width right-of-way shall total 60 feet from the STH 165 centerline northward to the Village Green Heights subdivision property line. The STH 165 right-of-way dedication shall be made by the Developer at no cost to the WI DOT or the Village. **Completed**
7. A building restriction shall be shown on the Village Green Heights Phases 1 and 2 Plats, which identifies that no structures shall be located within 110 feet of the centerline of the STH 165 right-of-way. **Completed**

**SPECIFIC IMPROVEMENTS REQUIRED BY PHASE – PRIOR TO THE  
ISSUANCE OF BUILDING AND ZONING PERMITS FOR VILLAGE GREEN  
HEIGHTS PHASES 1, 2 AND 3**

- **STH 165 and 50th Avenue/Cooper Road Improvements to be Constructed, Completed, Inspected and Dedicated Prior to the Village Acceptance of the Phase 1, Phase 2 and Phase 3 Developments**
  1. At 50<sup>th</sup> Avenue/Cooper Road and STH 165, there shall be a new three-leg public street Type A intersection. The intersection shall be a stop condition at STH 165 and the north leg (Cooper Road) shall be improved to the Type A intersection standards with acceleration and deceleration lanes constructed. **Completed**
  2. The north leg (Cooper Road) roadway lane configuration shall have a single lane in and two lanes out with a center median. **Completed**
  3. In order to preserve the STH 165 roadway structure, the STH 165 roadway shall be milled 1-1/2" and overlaid between the taper sections throughout the improved 50<sup>th</sup> Avenue/Cooper Road intersection. **Completed**
  4. All necessary drainage, highway street name signage (two separate street name sign posts are required because the side streets are different names -- 50<sup>th</sup> Avenue on the south and Cooper Road on the north), and pavement marking improvements shall be installed per WI DOT Standards. **Completed**



~~the Village and WI DOT for review and approval. An amended MOU shall be required prior to and as a condition of the 57<sup>th</sup> Avenue connection to STH 165.~~

- ~~2. The third roadway connection, as referenced above, to serve the north end of the development (Phases 4 and/or 5) and related Required Public Improvements per the Village's Land Division and Development Control Ordinance shall be constructed, inspected and dedicated prior to the Village's issuance of permits for Phases 4 and/or 5.~~

**STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DISTRICT #2  
RESPONSIBILITIES:**

1. Approve the Final Plats for the Village Green Heights Subdivision and Condominium Developments (all phases) as specified in this MOU. **Completed**
2. Permit public street access for 47<sup>th</sup> Avenue and Cooper Road (50<sup>th</sup> Avenue) onto STH 165 located within Phases 1 and 2 of the Village Green Heights Development as specified in this MOU. **Completed**
3. Issue permits to the Village for all work to be completed in the STH 165 right-of-way. **Completed**
4. Agree to work with the Village to complete a STH 165 Corridor Study extending from Interstate 94 to STH 32 (Sheridan Road). **Agreed**

**VILLAGE OF PLEASANT PRAIRIE**

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

- **STH 165 and 47th Avenue Improvements to be Constructed, Completed, Inspected and Dedicated Prior to the Village Acceptance of the Phase 1, Phase 2 and Phase 3 Developments**
- 1. At 47<sup>th</sup> Avenue and STH 165, there shall be a new three-leg public street Type -A intersection approximately 1,045 feet west of the STH 165 and CTH ML intersection. The 47<sup>th</sup> Avenue intersection shall be a stop condition at STH 165 and the 47<sup>th</sup> Avenue north leg shall be improved to the Type A intersection standards with acceleration and deceleration lanes and a by-pass lane along the 47<sup>th</sup> Avenue south leg of the intersection. **Completed**
- 2. In order to preserve the STH 165 roadway structure, the STH 165 roadway shall be milled 1-1/2" and overlaid between the taper sections throughout the improved 47<sup>th</sup> Avenue intersection. **Completed**
- 3. All necessary drainage, highway street name signage, and pavement marking improvements shall be installed per WI DOT Standards. **Completed**

**THE VILLAGE AND THE WI DOT AGREE THAT TWO POSSIBLE ROUTES WILL BE EVALUATED FOR A THIRD ACCESS POINT FOR THE VILLAGE GREEN HEIGHTS SUBDIVISION AS DEPICTED ON THE ATTACHED MAP. THE VILLAGE AGREES TO ACQUIRE THE NECESSARY LAND AND TO CONSTRUCT THE ROADWAY IMPROVEMENTS REQUIRED FOR THE CONNECTION BY AUGUST 1, 2016. THE FOLLOWING CONDITIONS LISTED BELOW ARE REMOVED FROM THE MEMORANDUM OF UNDERSTANDING.**

**~~SPECIFIC IMPROVEMENTS REQUIRED AS A CONDITION OF THE FINAL PLAT APPROVALS OF PHASE 4 AND/OR PHASE 5 AND SPECIFIC IMPROVEMENTS TO BE COMPLETED PRIOR TO THE ISSUANCE OF BUILDING AND ZONING PERMITS FOR PHASES 4 AND/OR 5:~~**

- ~~1. A third roadway connection to/from the Village Green Heights Subdivision shall be made to one of the following:
  - a. Main Street west to 57<sup>th</sup> Avenue and 57<sup>th</sup> Avenue south to STH 165;
  - b. Cooper Road north to 93<sup>rd</sup> Street; or
  - c. Main Street east to Springbrook Road (CTH ML).~~

~~If the 57<sup>th</sup> Avenue roadway connection is proposed to STH 165, the Traffic Impact Analysis shall be amended at the Developer's cost and resubmitted by the Developer to~~

**WISCONSIN DEPARTMENT OF TRANSPORTION  
SOUTHEAST REGION**

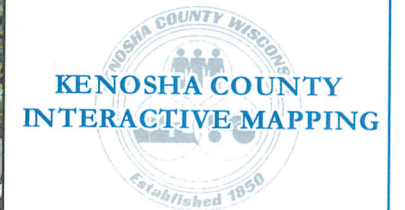
**Approved By:**

\_\_\_\_\_  
Brett Wallace, P.E.  
Southeast Region Director

\_\_\_\_\_  
Date



# Possible Connections to Village Green



## Legend

-  Right-of-Ways
-  Water Features
-  Parcels
-  Certified Survey Maps
-  Condominiums
-  Subdivisions
-  Municipal Boundary



1 inch = 1,357 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: 4/6/2015



<b>Project Name:</b> Village Green Wetland Fill								
<b>Prepared By:</b> Kurt Davidsen								
<b>Project No.:</b>								
<b>Date:</b>	Revised JS 04/02/15							
3/5/2015								
<b>No.</b>	<b>Qty</b>	<b>Units</b>	<b>Item</b>	<b>Unit Price</b>	<b>Total</b>			
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28	42839	SY	Lawn Restoration	\$1.00	\$ 42,839.00			
				Subtotal:	\$ 340,241.00			
				Contingencies (15% ±):	\$ 51,036.15			
<b>Village of Pleasant Prairie</b>				<b>Total Project Cost:</b>	<b>\$ 391,277.15</b>			

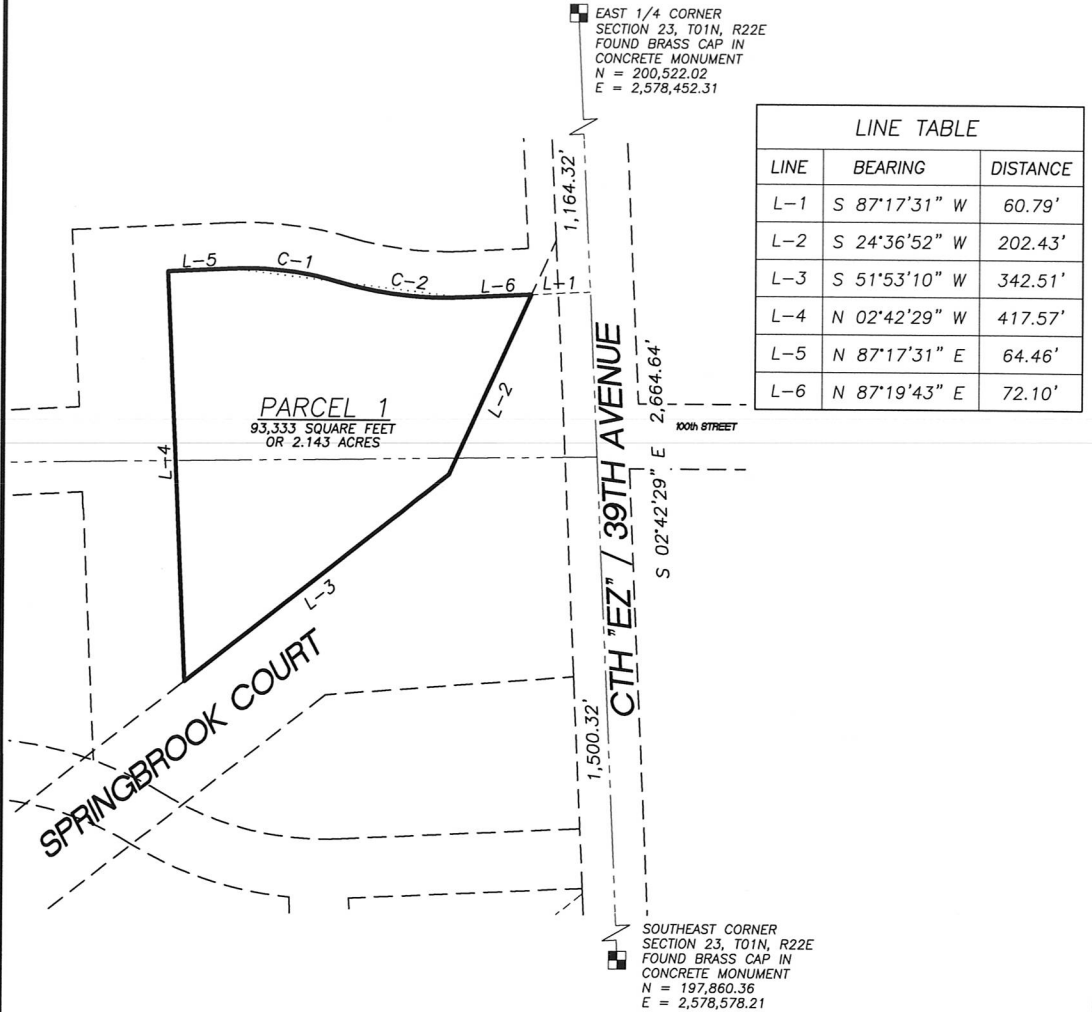
Developer commitment	\$	155,000.00
Balace for Village to split with developer	\$	236,277.15
<b>Estimated Village cost share</b>	<b>\$</b>	<b>118,138.58</b>
<b>Estimated developer cost share</b>	<b>\$</b>	<b>273,138.58</b>

# EXHIBIT E

## PRELIMINARY

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

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 01 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 87°17'31" W	60.79'
L-2	S 24°36'52" W	202.43'
L-3	S 51°53'10" W	342.51'
L-4	N 02°42'29" W	417.57'
L-5	N 87°17'31" E	64.46'
L-6	N 87°19'43" E	72.10'

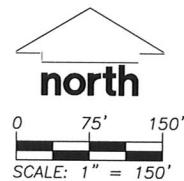
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C-1	112.41'	341.00'	18°53'13"	111.90'	S 83°15'53" E
C-2	127.44'	387.87'	18°49'29"	126.86'	S 83°14'00" E

#### LEGEND

- GOVERNMENT CORNER
- PLAT BOUNDARY
- ..... CHORD LINE
- CENTERLINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE

#### NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON JANUARY 00, 2014.
2. BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN STATE PLAIN COORDINATE SYSTEM, SOUTH ZONE. THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23-01-22, BEARS S 02°42'29" E.



PREPARED BY:

**JSD** Professional Services, Inc.  
Engineers • Surveyors • Planners  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608)848-5060

PREPARED FOR:

SMITHGROUPJJR  
44 EAST MIFFLIN STREET,  
SUITE 500  
MADISON, WI 53703-4246

PROJECT NO: 15-6714

FILE NO: B-\*

FIELDBOOK/PG: -

SHEET NO: 1 OF 5

SURVEYED BY: -

DRAWN BY: JK

CHECKED BY: TJB

APPROVED BY: HPJ

VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

DOC. NO. \_\_\_\_\_

C.S.M. NO. \_\_\_\_\_

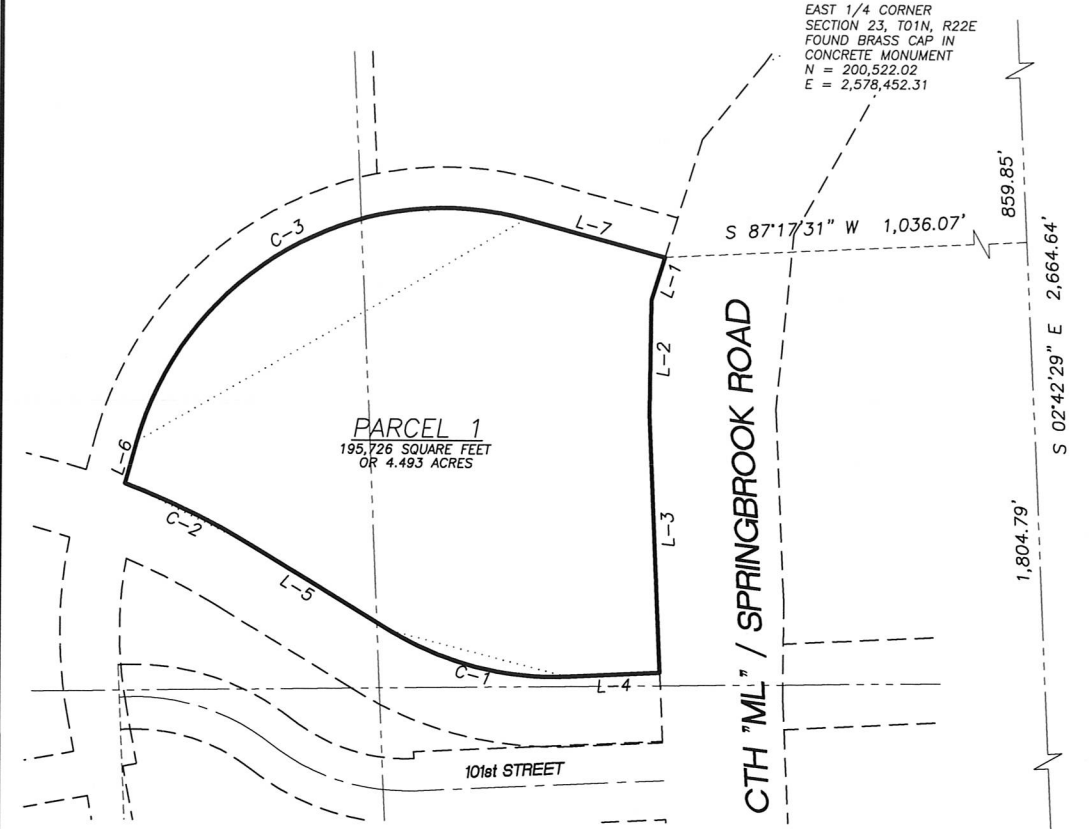


# EXHIBIT E

## PRELIMINARY

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

PART OF PARCEL 2, CERTIFIED SURVEY MAP No. 2311 AS DOCUMENT No. 1275334, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 01 NORTH, RANGE 22 EAST, VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN



EAST 1/4 CORNER  
SECTION 23, T01N, R22E  
FOUND BRASS CAP IN  
CONCRETE MONUMENT  
N = 200,522.02  
E = 2,578,452.31

859.85'  
S 87°17'31" W 1,036.07'  
S 02°42'29" E 2,664.64'  
1,804.79'

**PARCEL 1**  
195,726 SQUARE FEET  
OR 4.493 ACRES

101st STREET

CTH "ML" / SPRINGBROOK ROAD

SOUTHEAST CORNER  
SECTION 23, T01N, R22E  
FOUND BRASS CAP IN  
CONCRETE MONUMENT  
N = 197,860.36  
E = 2,578,578.21

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C-1	191.28'	324.50'	33°46'25"	188.52'	N75°50'03"W
C-2	144.77'	785.50'	10°33'36"	144.57'	N64°13'38"W
C-3	509.49'	327.00'	89°16'16"	459.50'	N60°12'01"E

LINE TABLE

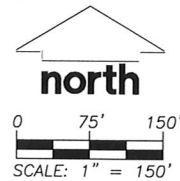
LINE	BEARING	DISTANCE
L-1	S17°25'48"W	45.26'
L-2	S0°40'56"W	117.66'
L-3	S2°40'57"E	263.63'
L-4	S87°16'45"W	95.24'
L-5	N58°56'50"W	167.24'
L-6	N15°33'53"E	44.68'
L-7	S75°09'51"E	148.22'

#### LEGEND

- GOVERNMENT CORNER
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- PLATTED LOT LINE

#### NOTES

1. FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON JANUARY 00, 2014.
2. BEARINGS FOR THIS SURVEY AND MAP ARE BASED ON THE WISCONSIN STATE PLAIN COORDINATE SYSTEM, SOUTH ZONE. THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23-01-22, BEARS S 02°42'29" E.



PREPARED BY:

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
PHONE: (608)848-5060

PREPARED FOR:

SMITHGROUPJJR  
44 EAST MIFFLIN STREET,  
SUITE 500  
MADISON, WI 53703-4246

PROJECT NO: 15-6714

FILE NO: B-\*

FIELDBOOK/PG: -

SHEET NO: 1 OF 5

SURVEYED BY: -

DRAWN BY: JK

CHECKED BY: TJB

APPROVED BY: HPJ

VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

DOC. NO. \_\_\_\_\_

C.S.M. NO. \_\_\_\_\_

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**DRAFT DOCUMENT TO BE FINALIZED**

**EXHIBIT E**

**GRANT OF EASEMENT FOR STORM WATER**

This Grant of Easement made this \_\_\_\_ day of \_\_\_\_\_, 2015 by Prairie Place, LLC, a Delaware limited liability company, referred to as the "Owner(s)", for the benefit of the Village of Pleasant Prairie, Wisconsin, hereinafter referred to as the "Village".

**Return to:**

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

**Tax Parcel Number:**

\_\_\_\_\_

**WITNESSETH**

That for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the Owner has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver to the Village, its successors and assigns forever: (1) a Storm Water Drainage, Access and Maintenance Easement, including the perpetual right to enter upon the real estate hereinafter described at any time that the Village may see fit, to construct/maintain, use and repair the drainage way area, ditches, pipes, swales and/or trenches for the purpose of conveying storm water across, the real estate hereinafter described on Exhibit A (the "Storm Water Drainage Area"), together with the right to excavate and refill the basin, swales, ditches and/or trenches and pipes for the location of said storm water conveyance system, and the further right to remove trees, brush, plants, etc., and any other above ground or below ground obstructions interfering with the location, construction, use and maintenance of said storm water storage and conveyance system; and (2) a Storm Water Retention Basin Access and Maintenance Easement, including the perpetual right to enter upon the real estate hereinafter described at any time that the Village may see fit, to construct,

maintain, use and repair the drainage way area, pond and retention basin for the purpose of conveying storm water across, and holding storm water in, the real estate hereinafter described on Exhibit B (the "Retention Pond Area"), together with the right to excavate and refill the pond and the further right to remove trees, brush, plants, etc. and any other above ground or below ground obstructions interfering with the location, construction, use and maintenance of said storm water retention basin and pond. The Storm Water Drainage Area and the Retention Pond Area are sometimes referred to herein collectively as the "Easement Area". All ditches, pipes, swales, trenches, retention pond, pond areas and other improvements for storm water storage and conveyance within the Easement Areas shall be referred to herein collectively as the "Storm Water Drainage Improvements".

This Easement is hereby dedicated, given, granted and conveyed by the Owner(s) to the Village for Storm Water Drainage System Improvements, storm water conveyance, retention basin, storm water storage, related uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities. The Owner agrees herein to a restrictive covenant over the Easement Area, which prohibits the filling of the easement, the construction or movement of any structures or impediments including but not limited to garages, sheds, decks, steps, patios, driveways, pools, play equipment, gardens or fences within the Easement Area, and the storage of equipment of any type within the Easement Area, which might interfere with the function and maintenance of the Storm Water Drainage Easement Area, the Retention Pond Area or the Storm Water Drainage Improvements. Furthermore, the Owner(s) shall have the obligation and responsibility for grading, seeding or sodding, maintaining erosion control methods to protect the drainage areas; ditching to reestablish design capacity; removing of trash, debris, leaves and brush; and mowing and weeding to prevent nuisance conditions within the Easement Area. The easements provided in this Grant of Easement shall be exclusive except for: (1) such other easements as may be given to the utility communication companies with respect to the storm water easements along the rear property line and (2) such use, planting, care and maintenance responsibilities of the Easement Area as mentioned in this paragraph which



is required by the Owner(s) of the property on which such easement is located and as will not interfere with the improvements, uses and purposes of the easements in this Grant of Easement. In the event of any conflict between the rights of the Village pursuant to this Grant of Easement and the rights of other persons or entities with respect to the area of such easement or any part thereof, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

Any such storm water drainage construction or maintenance activities performed within the Easement Area by the Village shall be assessed to and payable by the Owner(s) as a special charge pursuant to Section 66.0627 of the Wisconsin Statutes.

The Village will inspect the Storm Water Drainage Improvements made or constructed within the Easement Area upon its completion to insure that the Storm Water Drainage Improvements were constructed in accordance with the approved Grading and Drainage Plans and the Village standards and conditions. The Village reserves the right to refuse the acceptance of any improvements that have not been constructed pursuant to the approved Plans or to the Village's satisfaction and standards.

The real estate affected by the grant of these permanent easements and right-of-way is located in the Village of Pleasant Prairie, County of Kenosha, and State of Wisconsin as shown on **Exhibit C** as attached hereto and incorporated herein by reference. All rights and easements run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the Owner and Village, and any and all future Owners of all or any part of the Property.

The Village and its successors and assigns shall forever HAVE AND TO HOLD said easement and right-of-way.

Owner, for itself and for its successors and assigns, does hereby covenant with the Village, its successors and assigns forever, that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it or any part thereof, and the real estate is free from all liens and encumbrances.

**IN WITNESS WHEREOF**, Owner has hereunto set forth her hands on the day and year above written.

*Notarized Signatures Appear on the Next Page*





**EXHIBIT F**

TITLE COMMITMENT AND

VERIFICATION OF PAYMENT OF OUTSTANDING TAXES AND SPECIAL ASSESSMENTS

(AS OF 4/ 2/2015 THERE ARE NO OUTSTANDING TAXES OR SPECIAL ASSESSMENTS ON THE PROPERTIES  
TO BE TRANSFERRED TO THE VILLAGE).

THIS INFORMATION WILL BE CONFIRMED AND REFERENCED ON THE TITLE COMMITMENT TO BE ISSUED  
BY LANDMARK TITLE

## EXHIBIT G

**MEMORANDUM OF AGREEMENT FOR  
CONSTRUCTION OF STORM SEWER  
IMPROVEMENTS AND DEDICATION OF PARK  
LAND.**

**Return to:**

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

**Tax Parcel Numbers:**

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**THIS MEMORANDUM OF AGREEMENT FOR CONSTRUCTION OF STORM SEWER IMPROVEMENTS AND DEDICATION OF PARK LAND** is made by **PRAIRIE PLACE, LLC**, a Delaware limited liability company (the "Developer") with a business address of 6400 Shafer Court, Suite 325, Rosemont, IL 60018 and the **Village of Pleasant Prairie**, (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

### WITNESSETH:

1. Developer and the Village entered into an Agreement for Construction of Storm Sewer Improvements and Dedication of Park Land dated as of \_\_\_\_\_, 2015 (the "Agreement") regarding the parties jointly making certain storm sewer improvements on, and the Developer dedicating to the Village certain park land located on, certain real property located within the Village (the "Property"), the legal description which is attached hereto as **Exhibit A** and incorporated herein by reference. The Agreement further obligates the Village to construct a Third Roadway Connection from the Village Green Subdivision by connecting Cooper Road North to 97<sup>th</sup> Street and which affects the Developer's real estate described on Exhibit B attached hereto and incorporated herein by reference (the "Village Green Property"). A copy of the Agreement is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved construction plans for the storm sewer improvements and information regarding the park land to be dedicated to the Village.

2. The Agreement provides, among other things, the following:
  - a. The Developer and the Village are jointly constructing certain Storm Sewer Improvements over a portion of the Property, with the Developer and the Village responsible for paying a portion of the costs as provided in the Agreement.
  - b. The Village has agreed to be solely responsible for constructing a Third Roadway Connection to/from the Village Green Subdivision to be made by connecting Cooper Road North to 97<sup>th</sup> Street and to obtain the MOU Amendment as described in the Agreement, all of which affects the Village Green Property and not the Property.
  - c. The Developer is obligated under the Agreement to dedicate certain park land, and certain Storm Sewer Improvements after their completion, to the Village.
  - d. The Developer has made various representations, warranties and indemnities in the Agreement regarding, among other things, the environmental condition of the Property and the state of title of the land being dedicated to the Village.
  - e. The Developer is obligated under the Agreement to pay various development-related fees to the Village.
3. The Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer and their respective successors and assigns as to the Agreement.
4. This Memorandum is intended for notice purposes only and is not a complete summary of the Agreement. The provisions of this Memorandum shall not be used in interpreting the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.



**IN WITNESS WHEREOF**, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PRAIRIE PLACE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF PLEASANT PRAIRIE**

ATTEST:

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

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

STATE OF \_\_\_\_\_ )  
  )SS:  
\_\_\_\_\_ COUNTY )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by  
\_\_\_\_\_, as \_\_\_\_\_ of **PRAIRIE PLACE, LLC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN )  
  )SS  
KENOSHA COUNTY )

This Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by **John P. Steinbrink, Village President and Jane M. Romanowski, Village Clerk** of the Village of Pleasant Prairie.

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Notary Public: Kenosha County, State of Wisconsin**  
**My Commission expires:** \_\_\_\_\_

**This instrument was drafted by:**  
**Attorney Timothy J. Geraghty**  
**GODIN GERAGHTY PUNTILLO CAMILLI, SC**  
**6301 Green Bay Road**  
**Kenosha, WI 53142**  
**(262) 657-3500**

Memorandum of Agreement  
Prairie Place, LLC  
Page 5

## **EXHIBIT A**



**VILLAGE OF PLEASANT PRAIRIE  
RESOLUTION #15-11  
DESIGNATING APRIL 12-18, 2015 AS  
NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

**WHEREAS**, our Public Safety Dispatchers are the first and most critical contact with our citizens during an emergency; and

**WHEREAS**, emergencies can occur anytime that require the prompt response of police officers, firefighters and emergency medical services; and

**WHEREAS**, Public Safety Dispatchers are the single vital link for our police officers and firefighters and carry the responsibility of their safety by monitoring their radio activity while providing them with updated information and insuring their safety; and

**WHEREAS**, the safety of our police officers, firefighters and citizens is dependent on the skill, accuracy and dedication of the Pleasant Prairie Public Safety Telecommunications personnel; and

**WHEREAS**, our Public Safety Dispatchers have contributed to the safety of our community through their compassion and professionalism.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of Trustees hereby formally dedicates April 12-18, 2015 as National Public Safety Telecommunications Week in the Village of Pleasant Prairie and publicly salutes the service of the Public Safety Dispatchers in our community and in communities across the nation.

**Adopted this 6th day of April, 2015.**

**VILLAGE OF PLEASANT PRAIRIE**

\_\_\_\_\_  
John Steinbrink  
Village President

ATTEST:

\_\_\_\_\_  
Jane Romanowski  
Village Clerk

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

**Resolution #15-12**  
**Village of Pleasant Prairie**  
**Resolution Opposing Elimination of Personal Property Taxes**

**Whereas**, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

**Whereas**, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

**Whereas**, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

**Whereas**, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

**Whereas**, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

**Whereas**, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts;

**WHEREAS**, in the Village of Pleasant Prairie, the loss of computer aid payment for exempt computers would mean \$50,300 less for the Village's General Fund and \$47,200 less for the Village's TIDs, for a total decrease in state aid payments of \$97,500; and

**WHEREAS**, in the Village of Pleasant Prairie, the shift to residential homeowners would be \$633,722 of tax levy for just the Village portion of property taxes and the resulting equalized tax rate increase will be \$0.29 per \$1,000 valuation or \$62.35 for the Village's average valued home of \$215,000.

**NOW THEREFORE BE IT RESOLVED**, the Village of Pleasant Prairie opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.

Passed and adopted this 6<sup>th</sup> day of April, 2015.

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

Attest:

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

**CLERK'S CERTIFICATION OF  
BARTENDER LICENSE APPLICATIONS  
Period Ending:      March 30, 2015**

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. Debra L. Jablonski-Wick
2. Ashley D. Queen

thru June 30, 2017  
thru June 30, 2017

Jane M. Romanowski  
Village Clerk